

June 27, 2014

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Deputy Executive Director, Policy

ANDREW B. FREMIER
Deputy Executive Director, Operations

REQUEST FOR PROPOSAL (RFP)

BAY AREA MANAGED LANES IMPLEMENTATION PLAN

NOTICE IS HEREBY GIVEN that the Bay Area Infrastructure Financing Authority (BAIFA) invites your firm to submit a proposal for the Bay Area Managed Lanes Implementation Plan.

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 that may be issued relative to this RFP. Responses should be submitted in accordance with the instructions set forth in the RFP.

Interested firms must submit an original and seven (7) copies, as well as one electronic PDF version, of their proposal by **12:00 p.m. PDT, Friday, August 1, 2014**, in accordance with the instructions contained in the RFP. Other key RFP Dates are listed in Section V, Consultant Selection Timetable of the RFP.

The BAIFA point of contact for this Solicitation is:

Ashley Nguyen, Project Manager
Bay Area Infrastructure Financing Authority
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700
Tel: 510/ 817-5809
E-mail: anguyen@mtc.ca.gov

Thank you for your interest.

Sincerely,



Andrew B. Fremier
Deputy Executive Director, Operations

AF: lz

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I. BAIFA AND PROJECT DESCRIPTION

A. Description of BAIFA

Bay Area Infrastructure Financing Authority (BAIFA) was created in 2006 as a Joint Powers Authority (JPA) between the Metropolitan Transportation Commission (MTC) and the Bay Area Toll Authority (BATA) to plan, develop, operate and finance transportation projects. In September 2011, the Joint Exercise of Powers Agreement creating BAIFA was amended to permit BAIFA to participate in developing and operating express lanes. In April 2013, MTC delegated its express lane responsibilities to BAIFA.

BAIFA will partner with and jointly manage the Plan effort with Caltrans and California Highway Patrol. Progress reports on this Plan will be presented to MTC's Operations Committee at key project milestones, and when appropriate, BAIFA staff will also provide reports to BAIFA.

B. Project Description

Persistent congestion on Bay Area freeways continues to cause significant delay, emissions, and lost productivity for Bay Area travelers. In response, BAIFA, Caltrans and partner transportation agencies have delivered a number of strategic capacity-increasing capital projects around the region, as well as implemented operational and demand management strategies such as freeway ramp metering, express lanes, enhanced 511 traveler information, incident management, ridesharing, and related strategies. But given current congestion, projected population and job growth, increased travel demand, limited opportunities for system expansion, and scarce transportation funding, the Bay Area must take a harder look at ways to more actively manage the performance of its transportation system, particularly the freeways, which is the principal focus of this plan effort.

The Bay Area's current high occupancy lane (HOV) system (380 lane-miles) is in place to manage demand and facilitate greater people throughput on the freeways; but today, the integrity of that system is compromised. As reported in Caltrans' *2011 California High-Occupancy Vehicle Lane Degradation Determination Report*, about 180 HOV lane-miles in the Bay Area (47% of the region's HOV lane-miles) were degraded between July 1 and December 31, 2011, therefore failing to meet performance standard set in the federal regulations. Mitigation action is required to improve the operational performance of the HOV system. Near-term strategies such as increased enforcement, reductions to incident response times, and repair of offline detectors are being pursued by Caltrans. However, the Federal Highway Administration (FHWA) challenged the region to carry out alternative near-term mitigation actions such as increasing vehicle occupancy, varying any tolls, discontinuing exempted vehicles, and other related strategies.

Upon completion in 2035, the Bay Area will have 550 miles of express lanes operated by three agencies that are authorized to operate express lanes – BAIFA, the Valley Transportation Authority (VTA) and the Alameda County Transportation Commission (ACTC). These agencies, as well as the Contra Costa Transportation Authority and the Solano Transportation Authority,

are working together to convert existing carpool lanes and to close gaps in the carpool network by adding more lanes. BAIFA will operate 270 miles of express lanes on I-80 in Alameda, Contra Costa and Solano counties, I-880 in Alameda County, I-680 in Contra Costa and Solano counties, and the westbound approaches to the Bay Bridge, San Mateo Bridge and Dumbarton Bridge. VTA and ACTC will operate the remaining 280 miles. ACTC's lanes include the express lane already open on southbound I-680 over the Sunol Grade, the express lanes now under construction along both directions of I-580 in eastern Alameda County, and a future express lane in the northbound direction of I-680 over the Sunol Grade. VTA operates the SR 237 Express Lanes in Milpitas and will add express lanes on U.S. 101 and Route 85 in Santa Clara County, as well as expand express lane miles on Route 237.

As these various express lanes projects move forward, there is interest in developing a comprehensive assessment and plan of action for the entire existing, planned, and future managed lanes system in the Bay Area, focusing on both managed lanes network development and operational policies.

BAIFA, Caltrans and the California Highway Patrol (CHP) are committed to the evaluation and implementation of regional managed lanes on the State Highway System in the nine-county Bay Area. Managed lanes are exclusive lanes set aside within a freeway, separated from general purpose lanes, which are operated using a variety of fixed or real-time strategies, such as pricing, vehicle eligibility, or access control. Types of managed lanes that are the focus of this Bay Area Managed Lanes Implementation Plan (herein referred to as the Plan) are HOV lanes, high occupancy toll lanes (HOT) or express lanes, and express toll lanes. The types of managed lane strategies are as follows:

- HOV lanes: Dedicated lanes for vehicles carrying a minimum number of occupants. Certain low- and zero-emission vehicles may be accepted in accordance with State and Federal law.
- HOT lanes: Dedicated lanes that are free for vehicles carrying a minimum number of occupants; vehicles containing less than the minimum number of occupants must pay a toll to use the lanes. Electronic toll collection is used.
- Express toll lanes: Dedicated lanes that require all users to pay a toll; vehicles carrying a minimum number of occupants may pay a discounted toll to use the lanes. Electronic toll collection is used.

BAIFA, Caltrans and CHP are interested in developing a comprehensive regional managed lanes system plan in the Bay Area to meet the following goals:

- Connectivity: Close gaps within the existing managed lane system to serve carpools and buses
- Efficiency: Optimize capacity in Bay Area freeway corridors
- Reliability: Provide reliable, congestion-free transportation options

As emphasized in its name, this Managed Lanes Implementation Plan is a strategic planning effort that will lead to the development and implementation of a comprehensive managed lanes system for the nine-county Bay Area. The Plan will define priority strategies for full network development and operational policies that will guide the current and future operations of the

regional managed lanes system. The Plan will coordinate and build upon the existing body of work of managed lanes in the Bay Area¹. It will not unnecessarily duplicate or re-do regional, county, or project-level policy/technical plans and technical documents that have already been prepared or approved, unless they are out-of-date. Throughout the Plan effort, there will be considerable coordination with partner agencies that have statutory authority to implement express lanes, such as VTA and ACTC, as well as the other seven Congestion Management Agencies around the region. This Plan will also set a course for new or improved ways of developing, managing and operating our existing, planned and unplanned managed lanes system.

Notably, priority managed lanes improvement projects identified in this Plan may be reflected in Caltrans' statewide Managed Lanes System Plan, which is scheduled to be completed by Spring 2016. Therefore, BAIFA's schedule for this Managed Lanes Implementation Plan will follow approximately the same timeline, so that the recommendations from the Plan will inform and shape the priorities established for the Bay Area within the State's Plan.

II. PROPOSER MINIMUM QUALIFICATIONS

Proposals must demonstrate that the firm or team submitting the proposal ("Proposer") meets the following Minimum Qualifications to be eligible for consideration for this project.

1. The Proposer has successfully completed at least three (3) projects during the five (5) years prior to the date of this RFP substantially similar in nature to the various tasks described in *Appendix A, Preliminary Scope of Work*;
2. The Project manager has at least five (5) years of experience in conducting projects similar in nature to the various tasks described in *Appendix A, Preliminary Scope of Work*; and
3. Key staff members have at least three (3) years of experience in conducting projects similar in nature to the various tasks described in *Appendix A, Preliminary Scope of Work*.

¹ MTC Express Lanes: http://www.mtcexpresslanes.org/projects/express_lanes/
VTA Express Lanes: <http://www.vta.org/projects-and-programs/highway/silicon-valley-express-lanes>
ACTC Express Lanes: <http://www.alamedactc.org/ExpressLanes>

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

A. Preliminary Scope of Work

The preliminary scope of work for this project is provided in *Appendix A, Preliminary Scope of Work*. The firm selected to enter into a contract (“Consultant”) will be expected to perform all work and analysis necessary to complete the Scope of Work.

B. Period of Performance

This Managed Lanes Implementation Plan will be included as part of Caltrans’ statewide Managed Lanes Master Plan which is scheduled to be completed by Spring 2016. Therefore, BAIFA’s schedule for its Managed Lanes Implementation Plan needs to be very aggressive. BAIFA expects the work to commence on or about October 1, 2014, and to be completed no later than March 31, 2016.

C. Budget

BAIFA has budgeted a maximum of one million dollars (\$1,000,000) for this effort.

IV. PROPOSERS’ CONFERENCE AND REQUESTS FOR CLARIFICATION OR EXCEPTIONS

A Proposers’ Conference will be held at 2:00 p.m. on Tuesday, July 15, 2014 at the Joseph P. Bort MetroCenter Building, 101 8th Street, Oakland, in the Fishbowl Conference Room.

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 BAIFA no later than 4:00 p.m., on Tuesday, July 22, 2014, to guarantee response or consideration. BAIFA reserves the right to reject any proposal that contains unauthorized conditions or exceptions.

V. CONSULTANT SELECTION TIMETABLE

2:00 p.m., Tuesday, July 15, 2014	Proposers’ Conference, at 101 8 th Street, Oakland, CA 94607, Fishbowl Conference Room
4:00 p.m., Tuesday, July 22, 2014	Closing date/time for receipt of requests for modifications/exceptions
No later than three (3) working days prior to the date proposals are due.	Deadline for protesting RFP provisions
12:00 p.m., Friday, August 1, 2014*	Closing date/time for receipt of proposals

August 27, 2014*	Interviews/Discussions (if held)
September 24, 2014*	BAIFA Approval

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

VI. SUBMITTAL OF PROPOSALS

1. Interested firms must submit an original and seven (7) copies, as well as one electronic PDF version, of their proposal by **12:00 p.m. PDT, Friday, August 1, 2014. Submission of an electronic copy of the proposal without hard copies will not satisfy the submission requirement.**
2. Proposals are to be addressed as follows:
Bay Area Managed Lanes Implementation Plan
Attention: Ashley Nguyen
101 8th Street, 3rd Floor Receptionist
Oakland, CA 94607
3. Proposer's name and return address must also appear on the envelope.
4. Proposals will be received only at the address shown above and **no later than the date and time indicated.** BAIFA 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.
5. No proposals submitted solely by email and no faxed proposals will be considered.
6. 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
7. Consultant agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of a proposal.
8. A signed proposal submitted to BAIFA in response to this RFP shall constitute a binding offer from Consultant to contract with BAIFA according to the terms of the proposal for a period of 180 days after the proposals are due to BAIFA.
9. 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 BAIFA Project Manager.
10. This RFP does not commit BAIFA to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

11. Only one proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.
12. BAIFA 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.
13. BAIFA reserves the right in its sole discretion not to enter into any contract as a result of this RFP.
14. If the selected proposer fails to enter into a contract with BAIFA in a timely manner as determined by BAIFA, in accordance with the terms and conditions of this RFP, BAIFA reserves the right to reject the proposal and enter into a contract with the next highest scoring firm.

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.

Proposal content and completeness are most 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 BAIFA's sole discretion.

Each proposal must include the following:

A. Transmittal Letter

Proposals must include a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm and the name and telephone number of a contact person, if different from the signature. 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. Acknowledge the receipt of 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

This section should clearly convey the Consultant'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; and
3. The assumptions made in selecting the approach.

E. Work Plan

This section should present a work plan for the tasks described in *Appendix A, Preliminary Scope of Work*. The proposed work plan should:

1. Discuss how the Consultant will conduct the identified task, identify deliverables, and propose a schedule. 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 or sub-tasks the Consultant believes necessary to accomplish the project goals as identified in Section I.B. The schedule should show the expected sequence of tasks, subtasks and milestones.
2. Provide a staffing plan for each task. Provide an organizational chart that shows roles and responsibilities of key personnel and reporting structure, including reporting and communication relationships between BAIFA, Consultant staff, and subcontractors, if any.
3. Describe approach to managing resources and maintaining quality results. Include a description of the role of any subcontractors, their specific responsibilities, and how their work will be supervised to maintain quality results.
4. Identify and explain any problem areas and/or potential obstacles (such as maintaining schedule, budget overruns, feasibility, etc.) to successful completion of the Preliminary Scope of Work, attached as *Appendix A*. Discuss methods, formal and informal, that you will use to track and resolve these problems/obstacles during the project.

F. Qualifications and References

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 Minimum Qualifications. 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*.
2. Identify key personnel (including subcontractor personnel) and briefly discuss individual qualifications to perform each task. Each key personnel resume should not exceed two pages.
3. Provide a succinct description (one page maximum) of any previous projects similar to the services requested, indicating the project title, duration, budget, sponsoring agency and sponsor project manager, and roles played by individuals proposed for this project. Include the name of the agency for whom the work was performed, year performed, name of the contact person and their telephone number.
4. Provide at least one sample of a written technical report for a project similar in nature to this project. The sample must have been prepared by key members of the Consultant team and should identify the authors. Only one copy of the sample is required, and the sample will be returned after proposal evaluation, upon request. The sample will be considered in evaluating firm and staff expertise and experience, and written presentation effectiveness.
5. Provide a list of three (3) references (including references for subcontractors) and their contact information.
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 E.1 and E.2, listed above, provide a breakdown of the expected expenditure of funds for each task contained in *Appendix A*, Preliminary Scope of Work. The task budget should present a breakdown of hours and expenses by task and deliverables. It should identify or refer to key personnel or job descriptions in relation to each task to provide a full explanation of the resources committed to the project.

H. California Levine Act Statement

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

I. Insurance Provisions

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

J. 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 E*).

K. Conflict of Interest

Describe in detail any current and/or future potential organizational conflicts of interest as they relate to the tasks listed in *Appendix A, Preliminary Scope of Work*, and propose mitigations for the potential conflicts. Please include in this discussion any potential conflicts arising from contracts with BAIFA, MTC, BATA, MTC SAFE, and BAHA.

A firm serving as the prime consultant for the BAIFA's Express Lanes Network Electronic Toll Services System Manager or Express Lanes Toll System Integrator is not eligible for this Managed Lanes Implementation Plan project.

See Section IX.G for additional information concerning organization conflicts of interest.

VIII. PROPOSAL EVALUATION

A. Verification of Minimum Qualifications

The 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 Project Manager, in consultation with the BAIFA'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 above. 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 the Form of Proposal may be considered responsive, if evaluation in every criterion is possible. BAIFA 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 BAIFA 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 BAIFA Project Manager only. Proposers shall neither contact nor lobby any evaluation panel members during the evaluation process. Attempts 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:

1. Approach to carrying out the project and to accomplishing the project goals (35%)
2. Firm and assigned staff expertise and experience in conducting projects similar in nature to the work described in *Appendix A, Preliminary Scope of Work* (30%)
3. Presentation effectiveness, including the abilities to write, illustrate, and present both qualitative and quantitative information in a clear and illustrative manner. Oral communication skills will be evaluated if interviews are held. (15%)
4. Cost effectiveness (10%)
5. Allocation of resources (10%)

BAIFA reserves the right to accept or reject any and all submitted proposals, to waive minor irregularities, and to request additional information from the Proposers at any stage of the evaluation.

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. A proposer on the "short list" invited to participate in discussions will be expected to provide a presentation limited to 20 minutes consisting of an overview of its approach to the Project.

BAIFA 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 BAIFA Executive Director, based on their evaluation of the written proposals and oral interviews or discussions (if held). The Executive Director will review the recommendation and, if he agrees, he will approve the award or forward the recommendation to BAIFA for approval (if required).

IX. GENERAL CONDITIONS

A. Award

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

BAIFA Standard Consultant Contract is attached as *Appendix D*. If a proposer wishes to propose a change to any standard BAIFA 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 BAIFA's standard contract provisions, unless such language is protested in accordance with Section C below.

The selected Consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D-1, Insurance Requirements*. Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements in *Appendix D-1*, within ten (10) days of BAIFA's notice that it is the successful proposer. Requests to change BAIFA's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions. BAIFA will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to BAIFA determinations on requests to change insurance requirements pursuant to the protest provisions of this RFP must be brought to BAIFA'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 deliverables-based, with payment based on BAIFA's receiving of satisfactory deliverables.

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 it was found to not meet the Minimum Qualifications or its Proposal was found to be non-responsive or to the selection of a particular Consultant on the grounds that BAIFA 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 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 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 day after the date on which the firm is notified that it was not selected, or the date BAIFA authorizes award, whichever is later, for objections to consultant selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the BAIFA Executive Director or BAIFA authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the BAIFA review officer to recommend a resolution to the Executive Director or Section Director, as appropriate.

The BAIFA 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 BAIFA Executive Director, it may file a written appeal with BAIFA, no later than 4:00 p.m. on the third business day after receipt of the written response from the BAIFA Executive Director. BAIFA's decision will be the final agency decision.

Authorization to award an agreement to a particular consultant by BAIFA 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 BAIFA Executive Director or, if the decision of the BAIFA Executive Director is appealed, the issuance of BAIFA'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 BAIFA 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 BAIFA withhold from disclosure such proprietary materials by marking each page containing proprietary information, including financial information 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 this RFP marked along the right margin with a vertical line, contain technical or financial information which are trade secrets and/or which, if disclosed, would cause substantial injury to the proposer's competitive position. The proposer requests that such data be used for review by BAIFA only, but understands that exemption from disclosure will be limited by BAIFA's obligations under the California Public Records Act. If an agreement is awarded to the proposer submitting this proposal, BAIFA 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 BAIFA withhold such data from disclosure and BAIFA complies with the proposer's request, the proposer shall assume all responsibility for any challenges resulting from the non-disclosure; indemnify and defend BAIFA 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 BAIFA withhold information marked as confidential and requested under the California Public Records Act, BAIFA 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 BAIFA or its commissioners, officers, employees or agents in connection with such disclosure.

E. Key Personnel

Key staff persons assigned to the project are expected to remain on the project. Any change in key staff persons of the proposed project team is subject to prior written approval of BAIFA.

Removal of any key staff persons identified in the proposal without written consent of the Project Manager may be considered a material breach of contract.

F. Conflicts Of Interest

A firm serving as the prime consultant for the BAIFA's Express Lanes Network Electronic Toll Services System Manager or Express Lanes Toll System Integrator is not eligible for this Managed Lanes Implementation Plan project.

By submitting a Proposal, the Proposer represents and warrants that no commissioner, officer or employee of BAIFA 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 BAIFA 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 BAIFA and the Proposer. After award, the Consultant 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 BAIFA 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 BAIFA; 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 Agreement 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 Agreement.

APPENDIX A, PRELIMINARY SCOPE OF WORK

Overview

BAIFA, Caltrans and the California Highway Patrol (CHP) are committed to the evaluation and implementation of regional managed lanes on the State Highway System in the nine-county Bay Area. Managed lanes are exclusive lanes set aside within a freeway, separated from general purpose lanes, which are operated using a variety of fixed or real-time strategies, such as pricing, vehicle eligibility, or access control. The types of managed lanes that are the focus of this Bay Area Managed Lanes Implementation Plan (herein referred to as the Plan) are HOV lanes, high occupancy toll lanes (HOT) or express lanes, and express toll lanes. The types of managed lane strategies are as follows:

- HOV lanes: Dedicated lanes for vehicles carrying a minimum number of occupants. Certain low- and zero-emission vehicles may be accepted in accordance with State and Federal law.
- HOT lanes: Dedicated lanes that are free for vehicles carrying a minimum number of occupants; vehicles containing less than the minimum number of occupants must pay a toll to use the lanes. Electronic toll collection is used.
- Express toll lanes: Dedicated lanes that require all users to pay a toll; vehicles carrying a minimum number of occupants may pay a discounted toll to use the lanes. Electronic toll collection is used.

BAIFA, Caltrans and CHP are interested in developing a comprehensive regional managed lanes system plan in the Bay Area to meet the following goals:

- Connectivity: Close gaps within the existing managed lane system to serve carpools and buses
- Efficiency: Optimize capacity in Bay Area freeway corridors
- Reliability: Provide reliable, congestion-free transportation options

As emphasized in its name, this Managed Lanes Implementation Plan is a strategic planning effort that will lead to the development and implementation of a comprehensive managed lanes system for the nine-county Bay Area. The Plan will define priority strategies for full network development and operational policies that will guide the current and future operations of the regional managed lanes system. The Plan will coordinate and build upon the existing body of work of managed lanes in the Bay Area². It will not unnecessarily duplicate or re-do regional, county, or project-level policy/technical plans and technical documents that have already been prepared or approved, unless they are out-of-date. Throughout the Plan effort, there will be considerable coordination with partner agencies that have statutory authority to implement express lanes, such as the Santa Clara Valley Transportation Authority (VTA) and Alameda County Transportation Commission (ACTC), as well as the other seven Congestion Management

² MTC Express Lanes: http://www.mtcexpresslanes.org/projects/express_lanes/

VTA Express Lanes: <http://www.vta.org/projects-and-programs/highway/silicon-valley-express-lanes>

ACTC Express Lanes: <http://www.alamedactc.org/ExpressLanes>

Agencies around the region. This Plan will also set a course for new or improved ways of developing, managing and operating our existing, planned and unplanned managed lanes system.

Notably, priority managed lanes improvement projects identified in this Plan may be reflected in Caltrans' statewide Managed Lanes System Plan, which is scheduled to be completed by spring 2016. Therefore, BAIFA's schedule for this Managed Lanes Implementation Plan will follow approximately the same timeline so that the recommendations from the Plan will inform and shape the priorities established for the Bay Area within the State's Plan.

Preliminary Scope of Work

The Preliminary Scope of Work for the Plan is described below. BAIFA expects CONSULTANT to prepare a scope of work that is consistent with the tasks outlined. Tasks shown are not necessarily sequenced in the order in which they should be performed. BAIFA expects CONSULTANT to develop a proposed scope of work to further define, bundle, and sequence the tasks as appropriate. Note that most tasks direct CONSULTANT to work with the BAIFA Project Manager. However, this may mean an initial discussion with the BAIFA Project Manager for general direction but will lead to discussions with the Managed Lanes Project Management Team and Managed Lanes Leadership Team, depending on the scope of the task or the circumstances at hand.

Partner & Public Involvement

Two committees will provide technical and policy oversight for this regional Plan. First, the Freeway Management Executive Committee (FMEC), comprised of MTC, Caltrans, and CHP executive staff, currently oversees issues related to freeway operations and management. Second, a Bay Area HOV Committee, comprised of MTC, Caltrans, and CHP management staff, currently oversees issues related to HOV network development and policy. More specifically, BAIFA envisions that the Bay Area HOV Committee will act as the Managed Lanes Project Management Team that will steer and guide the development of the managed lanes network, operational policies, and implementation strategy elements of the Plan. The Freeway Management Executive Committee will have a higher-level role in reviewing and approving these same elements of the Plan. To further assist the Managed Lanes Project Management Team, BAIFA envisions a Managed Lanes Leadership Team, comprised of senior/executive level staff from the Congestion Management Agencies and affected transit agencies, to provide direct input that would help shape the development of the managed lanes network, operational policies, and implementation strategy elements of the Plan.

#	Task Description and Deliverables
1	<p>Project Management Plan, Final Scope of Work & Project Schedule</p> <p>CONSULTANT shall prepare a project management plan that describes the approach and strategy for managing the entire planning effort, key consultant staff roles and responsibilities in project management; how work products are reviewed for quality and delivered on time and budget; how deliverables will be reviewed and revised to reflect feedback from the BAIFA Project Manager, Managed Lanes Project Management Team, and Managed Lanes Leadership Team; how the CONSULTANT Project Manager and task leaders will engage and interface with the Managed Lanes Project Management Team and Managed Lanes Leadership Team; and other related project management functions.</p> <p>CONSULTANT shall initially work with the BAIFA Project Manager to refine the scope of work to reflect modifications/refinements as proposed by CONSULTANT in the consultant proposal. CONSULTANT shall further present and refine the scope of work in response to feedback from the Managed Lanes Project Management Team and Managed Lanes Leadership Team. CONSULTANT shall also prepare a project schedule with key milestones for the Plan effort and update it periodically to reflect any schedule adjustments.</p> <p>Deliverable 1a: Project Management Plan Deliverable 1b: Draft and Final Scope of Work & Schedule</p>
2	<p>Goals & Performance Objectives for Regional Managed Lanes System</p> <p>CONSULTANT shall develop goals and performance objectives for the Plan for the following purposes:</p> <ul style="list-style-type: none"> • Evaluate the effectiveness of existing, planned, and unplanned managed lanes • Determine the feasibility of unplanned managed lanes system expansions or enhancements • Set performance benchmarks by which specific policy elements can be defined and evaluated • Set expectations on corridor-level and system-level performance outcomes of managed lanes <p>When establishing these performance-based goals and objectives, CONSULTANT shall review and consider the goals and performance metrics previously established in the <i>2002 HOV Master Plan</i> and already set for BAIFA’s Bay Area Express Lane System, as well as VTA and ACTC’s express lane projects. CONSULTANT shall also review existing regional and county transportation goals and objectives that are relevant to managed lanes. CONSULTANT shall recommend a set of goals and performance objectives that are not only consistent with these existing ones but also sets the policy and analytic framework for this regional Plan. CONSULTANT shall prepare a memo that describes the recommended goals and performance objectives, explains how they will guide the Plan elements, and how they will be used in the evaluations and recommendations.</p>

#	Task Description and Deliverables
	<p>Deliverable 2a: Draft Memo: Regional Managed Lanes Goals & Performance Objectives Deliverable 2b: Final Memo: Regional Managed Lanes Goals & Performance Objectives</p>
3	<p>Existing & Planned Managed Lanes System Performance Evaluation</p> <p>CONSULTANT shall inventory the existing and planned managed lanes system and document the operating characteristics of each HOV or express lane facility to establish the baseline conditions. Resource materials for BAIFA’s Bay Area Express Lane System and Caltrans District 4 HOV annual monitoring report and related documents may already contain much of this information. Furthermore, the recently adopted regional transportation plan, <i>Plan Bay Area</i>, includes all the existing and planned HOV and express lane projects. Operating characteristics for existing facilities include, but are not limited to:</p> <ul style="list-style-type: none"> • Implementation date • Hours of operations • Vehicle occupancy requirements • Access restrictions • Direction • Start and end locations/post-miles • Segment length • Average volume • Average speed • Level of Service <p>Based on the information gathered, CONSULTANT shall define the methods and evaluation process, including specific analytic tools (e.g., MTC’s Travel Model One for regional demand forecasting, and/or supplemental analytic tools for corridor level operations) to be used and why, and then assess the current and projected performance of existing and planned managed lanes, and evaluate how it performs relative to the goals & performance objectives defined in Task 2. However, if there are existing traffic analyses, performance evaluations, and similar technical assessments that have already been completed for existing and planned managed lanes, CONSULTANT shall work with the Managed Lanes Project Management Team and the Managed Lanes Leadership Team to determine whether the existing analyses can be re-used, or if there is value in repeating/updating the analyses.</p> <p>As part of the baseline evaluation, CONSULTANT shall:</p> <ul style="list-style-type: none"> • Identify need for changes to hours of operations, vehicle occupancy, and/or access restriction requirements. For express lanes not yet in operation, consider timing and phasing of changes to access, hours of operations and/or vehicle occupancy requirements. (Refer to Tasks 6 through 8 for additional information.) • Identify low-cost unplanned improvements that could be implemented quickly to improve the operations of the existing lanes in the near-term (including planning-level cost estimates)

#	Task Description and Deliverables
	<p>CONSULTANT shall document the results of the baseline system evaluation in a technical memo, including supporting maps and graphics.</p> <p>Deliverable 3a: Baseline Managed Lanes System Inventory Deliverable 3b: Draft Memo: Baseline System Performance for Existing and Planned Manage Lanes Deliverable 3c: Final Memo: Baseline System Performance for Existing and Planned Manage Lanes</p>
4	<p>System Expansion</p> <p>CONSULTANT shall identify both opportunities and constraints to improve operations or expand the existing and planned managed lanes system. These unplanned improvements or expansions could include, but are not limited to:</p> <ul style="list-style-type: none"> • Close critical gaps • Convert HOV lanes to express lanes • Convert mixed flow lane to express lanes • Restrict access for lanes operating at or near capacity • Expand the managed lane system • Add lanes to existing HOV facilities that are operating at or near capacity • Add direct connectors to managed lanes on intersecting freeways and/or direct access ramps from local streets <p>Using the methods and evaluation process defined in Task 3, CONSULTANT shall assess the performance of a set of conceptual improvements and/or expansions identified above. However, if there are existing traffic analyses, performance evaluations, and similar technical assessments that have already been completed for unplanned managed lanes, CONSULTANT shall determine whether the existing analyses can be re-used, or if there is value in repeating/updating the analyses.</p> <p>The evaluation process may look like the example below:</p> <ul style="list-style-type: none"> • Assess corridor-level and system-level performance of an initial set of conceptual improvements and/or expansions: <ul style="list-style-type: none"> ○ Examine forecasts from MTC’s Travel Model One and extract existing (2010) and future baseline (2040): <ul style="list-style-type: none"> ▪ Travel demand on major corridors ▪ Mode share along major corridors ▪ System-wide vehicle miles traveled (VMT)/person miles traveled (PMT) ○ Apply Travel Model One and/or supplemental analytic tools with initial set of conceptual improvements to assess the projected changes to: <ul style="list-style-type: none"> ▪ Travel demand on major corridors

#	Task Description and Deliverables
	<ul style="list-style-type: none"> ▪ Mode share along major corridors ▪ System-wide VMT/PMT ▪ Other performance measures (e.g., delay, travel time reliability) <ul style="list-style-type: none"> • Based on model outcomes, modify conceptual improvements and/or expansions to better optimize performance, and re-run the evaluation for a more refined set of conceptual improvements, and repeat evaluation. Establish screening and evaluation criteria (e.g., capacity, demand, constructability, system connectivity, transit potential, etc.) to help ultimately define the recommended improvement projects and their priorities for implementation. • Recommend a final set of conceptual improvements and/or expansions. <ul style="list-style-type: none"> ○ Identify operational performance ○ Prepare planning-level design concepts ○ Prepare planning-level cost estimates ○ Identify priorities for implementation (Tier 1, Tier 2, etc.) and timetable for implementation <p>Deliverable 4a: Draft Memo: System Expansion - Opportunities and Constraints Deliverable 4b: Final Memo: System Expansion - Opportunities and Constraints Deliverable 4c: Draft Memo: Performance of Initial Set of Conceptual Improvements Deliverable 4d: Final Memo: Performance of Initial Set of Conceptual Improvements Deliverable 4e: Draft Memo: Performance of Modified Set of Conceptual Improvements Deliverable 4f: Final Memo: Performance of Modified Set of Conceptual Improvements Deliverable 4g: Draft Memo: Recommendation of System Expansion Deliverable 4h: Final Memo: Recommendation of System Expansion</p>
5	<p>Violations & Enforcement</p> <p>CONSULTANT shall assess violation rates in existing HOV and toll violation rates in existing express lanes for all Bay Area facilities. Specifically, CONSULTANT shall obtain field data for actual violation rates and historical data (between 2009 and 2013) from the CHP or other sources on the number of citations issued for occupancy violations in existing HOV and express lanes, as well as toll violations in existing express lanes. Data shall include details such as, citation date, facility, fine amount, HOV vs. Express Lane, etc.</p> <p>CONSULTANT shall describe current CHP enforcement methods used in the Bay Area. If current methods have changed from past methods, this information should also be described, including reasons for the change (e.g., staffing, financial, safety, etc.). CONSULTANT shall identify areas within the current methods where improvements could result in more effective enforcement, and resources/changes that might be needed to support implementation of such improvements.</p> <p>CONSULTANT shall conduct an industry scan of law enforcement agencies and identify alternative enforcement options, including proven technology-based solutions being deployed elsewhere to provide better, more efficient ways of enforcing vehicle occupancy.</p>

#	Task Description and Deliverables
	<p>If available, CONSULTANT shall obtain before and after data from these deployments to assess their effectiveness in enforcement. For each option, CONSULTANT shall provide high-level conceptual capital and operating costs associated with deploying throughout the region.</p> <p>CONSULTANT shall identify any cutting-edge vehicle occupancy detection technologies that are currently deployed on a pilot-basis or may not be deployed yet, but may be viable options for testing in the Bay Area. CONSULTANT shall prepare an implementation plan on how such technologies can be deployed, including details on capital and operations costs, project delivery process and timetable.</p> <p>Some of the work described above may have already been completed as part of BAIFA’s Express Lanes Program. As such, CONSULTANT shall coordinate with BAIFA’s Express Lanes staff to avoid duplication of work effort. CONSULTANT shall supplement the work with additional assessments that may be important to this Plan, but may not have been completed previously. CONSULTANT shall also coordinate with partner agencies that have statutory authority to implement express lanes (i.e., VTA and ACTC) and other CMAs within the region, as these agencies may have conducted assessments during their project development process.</p> <p>Deliverable 5a: Draft Memo: Violations & Enforcement Deliverable 5b: Final Memo: Violations & Enforcement</p>
6	<p>Hours of Operations</p> <p>CONSULTANT shall re-examine the current regional hours of operations policy that establishes different hours of operation for different facilities, depending on the travel patterns of each corridor, and that restricts hours of operations to peak commute periods only.</p> <p>CONSULTANT shall assess the performance of existing managed lanes and ascertain if the hours of operation set for them are maximizing lane operations. In addition, CONSULTANT shall apply the current policy to the planned and unplanned network of managed lanes, and ascertain if the current policy would help or impede lane operations. Furthermore, CONSULTANT shall assess the pros and cons of applying the current policy, which may have been sufficient for non-contiguous/individual facilities, to a planned and unplanned network of managed lanes.</p> <p>CONSULTANT shall identify proposed changes to the current policy, taking into consideration legal mandates, necessary environmental clearances, etc. CONSULTANT shall discuss how these policy changes could impact existing and planned managed lanes, in terms of operational performance, public support, consistency, enforcement, operating costs, etc. CONSULTANT shall also assess how the new policy changes would be applied to the unplanned managed lanes.</p> <p>CONSULTANT shall identify proposed changes to hours of operations of existing managed lanes, if the above analysis warrants such changes. CONSULTANT shall</p>

#	Task Description and Deliverables
	<p>recommend a new performance-based regional hours of operations policy, including justifications for the new policy, a summary of how the existing, planned and unplanned managed lanes network would potentially perform under the new policy, recommendations on when the new policy should be in effect.</p> <p>CONSULTANT shall identify a performance-based process for when the hours of operations policy should be re-examined in the unplanned to improve operational conditions before any facility in managed lanes system begins to show significant degradation in accordance with federal requirements. Such a process would include a recommendation of performance-based thresholds that, when met, would trigger the need to potentially revise the regional hours of operations policy.</p> <p>In the case of express lanes, CONSULTANT shall also assess the impacts of operating the express lane during the weekends to allow the lane to be used by toll-paying vehicles only. The lane would be strictly express, (i.e., vehicles that meet the minimum occupancy requirements during the weekdays would not be toll-free during the weekends).</p> <p>Deliverable 6a: Draft Memo: Regional Hours of Operations Policy Deliverable 6b: Final Memo: Regional Hours of Operations Policy</p>
7	<p>Occupancy Requirement</p> <p>CONSULTANT shall re-examine the current regional policy that establishes occupancy requirements for managed lanes.</p> <p>CONSULTANT shall assess the performance of existing managed lanes and ascertain if the occupancy requirements set for them are maximizing lane operations. More specifically, CONSULTANT shall evaluate whether current policy is effective in generating higher person throughput per lane in the managed lane, as compared to the average person throughput per lane in the adjacent general purpose lanes. In order to conduct this evaluation for each existing managed lanes facility, CONSULTANT may need to collect vehicle occupancy data, or use existing data where available.</p> <p>CONSULTANT shall apply the current policy to the planned and unplanned network of managed lanes, and ascertain if the current policy would help or impede lane operations. Furthermore, CONSULTANT shall assess the pros and cons of applying the current occupancy requirements policy, which may have been sufficient for non-contiguous/individual facilities, to a planned and unplanned network of managed lanes.</p> <p>CONSULTANT shall identify proposed changes to the current policy, taking into consideration legal mandates, necessary environmental clearances, etc. CONSULTANT shall discuss how these policy changes could impact existing and planned managed lanes, in terms of operational performance, public support, consistency, enforcement, operating costs, etc. In the case of express lanes, CONSULTANT shall identify the impacts of a tiered pricing approach to increasing vehicle occupancy requirements (e.g., toll-free for HOV 3+ and discounted tolls for HOV 2+). CONSULTANT shall also assess how the new</p>

#	Task Description and Deliverables
	<p>policy changes would be applied to the unplanned managed lanes.</p> <p>CONSULTANT shall identify proposed changes to occupancy requirements of existing managed lanes, if the above analysis warrants such changes. CONSULTANT shall recommend a new regional occupancy requirements policy, including justifications for the new policy, a summary of how the existing, planned and unplanned managed lanes network would potentially perform under the new policy, and recommendations on when the new policy should be in effect.</p> <p>CONSULTANT shall also assess dynamic occupancy policy, including at least time of day occupancy changes, and whether such policy would be beneficial to the region’s managed lanes system and why. Based on this analysis, CONSULTANT shall determine if dynamic occupancy policy ought to be included in the new policy.</p> <p>CONSULTANT shall identify a performance-based process for when the occupancy requirements policy should be re-examined in the future to improve operational conditions before any facility in managed lanes system begins to show significant degradation in accordance with federal requirements. Such a process would include a recommendation of performance-based thresholds that, when met, would trigger the need to potentially revise the regional occupancy requirement policy.</p> <p>Deliverable 7a: Draft Memo: Regional Occupancy Requirement Policy Deliverable 7b: Final Memo: Regional Occupancy Requirement Policy</p>
8	<p>Access Restrictions</p> <p>CONSULTANT shall assess the impacts of converting managed lanes from an open access operation to restricted access. Impacts to both the managed lanes and the general purpose lanes should be assessed. CONSULTANT shall consider, but not be limited to, impacts on the following:</p> <ul style="list-style-type: none"> • Traffic demand • Traffic operations • Safety • Design, including weave lanes, separation treatments, etc. • Costs • Enforcement • Local agency and public support/re-education <p>CONSULTANT shall identify a performance-based process for when the current open access design/treatment should be re-examined in the future to improve operational conditions before any facility in the managed lanes system begins to show significant degradation in accordance with federal requirements. Such a process would include a recommendation of performance-based thresholds that, when met, would trigger the need to potentially change from an open access operation to restricted access.</p> <p>Some of the work described above may have already been completed as part of BAIFA’s</p>

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	<p>Express Lanes Program. As such, CONSULTANT shall coordinate with Express Lanes staff to avoid duplication of work effort. CONSULTANT shall supplement the work with additional assessments that may be important to this Plan, but may not have been completed previously.</p> <p>Deliverable 8a: Draft Memo: Access Restrictions Deliverable 8b: Final Memo: Access Restrictions</p>
<p>9</p>	<p>Other Managed Lanes Policies</p> <p>Similar to the approach taken for Tasks 5 through 8, CONSULTANT shall address other policies related to regional managed lanes, which include, but are not limited to the following:</p> <ul style="list-style-type: none"> • Toll exempted vehicles (e.g., HOVs, transit, emergency response vehicles, motorcycles, low emission vehicles) • Truck restrictions (e.g., 3+ axle trucks, any vehicles above certain weight) • Toll collection method (e.g., electronic toll collection, license plate tolling) <p>CONSULTANT shall assess the above policies and recommend any changes, if warranted (e.g., new policies for toll exempted vehicles, truck restrictions, toll collection method). This may involve changes to existing laws.</p> <p>Deliverable 9a: Draft Memo: Other Managed Lanes Policies Deliverable 9b: Final Memo: Other Managed Lanes Policies</p>
<p>10</p>	<p>Active Traffic Management</p> <p>CONSULTANT shall identify active traffic management (ATM)/ITS strategies that would enhance the operations of regional managed lanes, including, but not limited to:</p> <ul style="list-style-type: none"> • Speed harmonization to reduce speed limits in areas of congestion, work zones, accidents, or special events to enhance traffic flow and reduce the risk of collisions • Queue warning to give advance notice to motorists of downstream queues and direct through-traffic to alternative lanes • Hard shoulder running to provide a travel lane during congested periods to alleviate bottlenecks or to provide preferential treatment for transit and/or ridesharing • Dynamic re-routing to direct motorists to alternate routes to alleviate downstream congestion • Moveable barrier or directional lane modifications <p>Since ATM/ITS strategies may not be appropriate for certain corridors, CONSULTANT shall determine which corridors would be subject to the performance evaluation. Note that as part of a separate effort, MTC is conducting an initial ATM/ITS assessment that could provide the context for this task. CONSULTANT shall obtain the results of that effort and coordinate with agency staff to avoid duplication of work. CONSULTANT shall assess, both qualitatively and quantitatively, the corridor-level performance of the identified ATM/ITS strategies. For a quantitative assessment, CONSULTANT shall conduct a</p>

#	Task Description and Deliverables
	<p>conceptual-level analysis to include the development of:</p> <ul style="list-style-type: none"> • Traffic analysis to assess the benefits/dis-benefits of a particular ATM strategy or package of strategies for each corridor • Concept level design, signing and operating plans for each ATM strategy • Benefits estimates • Planning level capital and operations/maintenance cost estimates • Benefit/cost analysis • Priorities (Tier 1, Tier 2, etc.) and timetable for implementation <p>Deliverable 10a: Draft Memo: Active Traffic Management for Managed Lanes Deliverable 10b: Final Memo: Active Traffic Management for Managed Lanes</p>
11	<p>Express Bus Service</p> <p>CONSULTANT shall define a sustainable regional express bus system that would, over time, directly support and benefit the entire managed lanes system (inclusive of the existing, planned, and unplanned system), taking into account factors, such as costs, ridership potential, and travel time savings.</p> <p>CONSULTANT shall compile and assess the applicability of the express bus service plan developed as part of MTC’s Transit Sustainability Project, and, as appropriate and as needed, supplement this information and assessment with up-to-date existing and planned regional express bus services identified in transit plans prepared by Bay Area transit operators (including VTA’s express bus plans for its managed lanes) and related documents, such as relevant transit plans prepared by various CMAs (for example, ACTC’s current countywide transit plan effort). This effort will establish a baseline express bus service plan.</p> <p>CONSULTANT shall then conduct a first round assessment of how the baseline express bus service plan performs relative to the existing and planned managed lanes system. If the baseline service plan does not perform well, CONSULTANT shall conduct a second round assessment to identify any necessary service adjustments that may improve existing express bus operations, as well as any overall service deficiencies and critical service gaps that should be in place to more directly support and benefit the existing and planned managed lanes system. Following this first round assessment, CONSULTANT shall conduct a second round assessment to identify necessary capital or operational improvements to better support the existing and planned express bus services (e.g., bus only lanes, ramp improvements, etc.). CONSULTANT shall sketch out the recommended express bus service plans (routing, service characteristics, supporting capital/operational improvements, etc.). CONSULTANT shall prepare planning-level cost estimates for recommended regional express bus service improvements (including capital and operations/maintenance costs), and establish priorities and timetable for implementation.</p> <p>For the unplanned managed lanes system that is defined as part of Task 4, CONSULTANT shall conduct a similar evaluation and sketch out the recommended express bus service</p>

#	Task Description and Deliverables
	<p>plans (routing, service characteristics, supporting capital/operational improvements, etc.).</p> <p>Deliverable 11a: Draft Memo: Regional Express System for Managed Lanes System Deliverable 11b: Final Memo: Regional Express Bus System for Managed Lanes System</p>
12	<p>Park-Ride Facilities</p> <p>CONSULTANT shall compile all relevant Caltrans reports on State-owned park-ride lots, including reports on the utilization and operations and maintenance of existing Caltrans’ park-ride facilities in the Bay Area. In addition, CONSULTANT shall compile all relevant information on Caltrans’ airspace (i.e., Caltrans properties under or near freeways) that may have the potential to serve as a park-ride facility for the regional managed lanes system.</p> <p>CONSULTANT shall develop an evaluation framework and process for assessing opportunities to improve or expand park-ride facilities that are most strategically located and supportive of the regional managed lanes system. The park-ride focus areas are as follows:</p> <ul style="list-style-type: none"> • Maximize Usage of Underutilized Park-Ride Facilities: Are there existing underutilized park-ride lots where some basic operations and maintenance improvements (e.g., signage, pavement maintenance, security, and restriping and/or pavement expansion) may increase use and modestly add spaces to accommodate future demand? • Connect with Planned Transit Park-Ride Facilities: Are there planned transit park-ride facilities (or transit centers) where MTC/Caltrans can possibly partner with a transit operator to deliver the facility, including providing funds or other needed support? • Find Opportunities for Park-Ride Development on Caltrans Properties: Are there Caltrans properties near or under the freeway where a new park-ride facility could be developed? • Add “Capacity” at Well-Used Park-Ride Facilities: Are there highly utilized park-ride lots where some basic operations and maintenance improvements (e.g., signage, pavement maintenance, security, and restriping and/or pavement expansion) may increase use and modestly add spaces to accommodate future demand? <p>CONSULTANT shall work with the BAIFA Project Manager to assess the following:</p> <ul style="list-style-type: none"> • Up to five (5) under-utilized facilities that are most strategically located and supportive of the regional managed lanes system. CONSULTANT shall identify specific physical improvements and operational strategies to improve their functionality and usage. CONSULTANT shall prepare planning-level cost

#	Task Description and Deliverables
	<p>estimates for recommended improvements (including capital and operations/maintenance costs), and establish priorities and timetable for implementation.</p> <ul style="list-style-type: none"> • Up to five (5) fully occupied park-ride facilities that are most strategically located and supportive of the regional managed lanes system but require expansion. Expansion may include space reconfiguration to maximize the number of parking spaces, capital improvements to provide more spaces, and development of a new satellite park-ride facility in close proximity on available Caltrans properties (if any exists). CONSULTANT shall prepare planning-level cost estimates for recommended expansions (including capital and operations/maintenance costs), and establish priorities and timetable for implementation. • Up to five (5) planned transit operator-operated park-ride facilities that the transit operators are pursuing that may be advantageous to the regional managed lanes system. If such opportunities exist, CONSULTANT shall include those facilities into this Plan’s recommendation on expansion of the park-ride system. CONSULTANT shall gather planning-level cost estimates from the transit operators for recommended facility expansions as pursued by transit operators (including capital and operations/maintenance costs), or CONSULTANT shall prepare the cost estimates (including capital and operations/maintenance costs) based on information provided by the transit operators (if available). • Up to five (5) park-ride opportunity areas of interest, as identified by key employers who provide private employee shuttles. These same areas may be advantageous to the managed lanes system. The employer opportunity areas have been identified by the employers. MTC/Caltrans staffs have completed some preliminary assessment of nearby sites that may potentially address the employers’ interests. CONSULTANT will conduct more detailed site assessments and make recommendations for how to improve or develop potential sites. CONSULTANT shall prepare planning-level cost estimates for recommended improvements (including capital and operations/maintenance costs), and establish priorities and timetable for implementation. <p>Deliverable 12a: Draft Memo: Park-Ride Assessment and Implementation Plan Deliverable 12b: Final Memo: Park-Ride Assessment and Implementation Plan</p>
13	<p>Lead Agencies & Partner Involvement and Public Participation</p> <p>CONSULTANT shall work with the BAIFA Project Manager to manage the involvement and interactions of the lead agencies, partner agencies, and the interested organizations and members of the public.</p> <p>CONSULTANT shall develop a Lead Agencies & Partner Involvement plan. This plan would include a “charter” that describes the roles and responsibilities of each group – the Managed Lanes Project Management Team, Freeway Management Executive Committee and Leadership Team – and the plan will be vetted with each group and modified as appropriate in response to feedback. CONSULTANT shall take lead responsibility to schedule, manage and run the meetings, make presentations, etc. unless otherwise directed</p>

#	Task Description and Deliverables
	<p>by the BAIFA Project Manager.</p> <p>Throughout the Plan effort, CONSULTANT shall be responsible for managing review, discussion, and input from the Freeway Management Executive Committee, Managed Lanes Project Management Team, and Managed Lanes Leadership Team. CONSULTANT shall be responsible for the following activities: schedule meetings, develop meeting agendas, prepare meeting materials (memos, presentations, etc.), make presentations, prepare meeting notes with specific next steps/actions, prepare emails, and other related activities to support the partner engagement (e.g., individual meeting(s) with a partner agency if warranted). For each task (or combination of tasks as appropriate), CONSULTANT shall prepare presentation materials (PPT, short memos, etc.) for use at meetings with the Freeway Management Executive Committee, Managed Lanes Project Management Team, and Managed Lanes Leadership Team. In addition, CONSULTANT shall prepare presentation materials (PPT, short memos, etc.) and make presentations at MTC’s Operations Committee and/or BAIFA meetings.</p> <p>Since Caltrans Headquarters will be preparing a Managed Lanes System Plan for the State of California during the same timetable as this Plan for the Bay Area, CONSULTANT shall assist the BAIFA Project Manager to coordinate this Plan with the State’s to ensure the regional priorities from the Bay Area Managed Lanes Implementation Plan are properly reflected in the State’s Plan. Upon request by the BAIFA Project Manager, CONSULTANT shall participate in up to six (6) stakeholder coordination meetings that are led by Caltrans Headquarters for the State’s Plan.</p> <p>CONSULTANT shall prepare a public participation plan that explains how and when the public will engage and weigh in on the Plan, clearly identifying key project milestones requiring public participation. The public participation plan should detail the methods, tools, procedures/policies by which people can make comments and a timetable for public engagement at key project milestones.</p> <p>BAIFA does not envision general public outreach meetings that are typically conducted for long-range regional transportation planning efforts (as was done for the recently adopted <i>Plan Bay Area</i>). Instead, BAIFA envisions the use of surveys, focus groups, and targeted outreach meetings to capture the opinions of existing and potential managed lanes users. For example, the public participation plan may call for up to two telephone surveys of existing and potential managed lanes users, up to 12 focus groups at key project milestones to vet specific recommendations under development in the Plan, or up to 12 targeted outreach meetings with business, environmental, or social justice organizations. CONSULTANT shall identify the most effective outreach strategies for this Plan, taking into account time and budget. CONSULTANT shall develop all materials for outreach efforts (e.g., PPT, survey instruments, collateral, etc.).</p> <p>Based on the public participation plan developed, CONSULTANT shall execute the activities identified in the plan and fully document the public outreach effort, including key messages heard and how they were addressed or not addressed in the Plan, and prepare relevant summaries, presentations, and draft and final report for inclusion in the Plan.</p>

#	Task Description and Deliverables
	<p>Deliverable 13a: Draft Lead Agencies & Partner Involvement Plan Deliverable 13b: Final Lead Agencies & Partner Involvement Plan Deliverable 13c: Draft Public Participation Plan Deliverable 13d: Final Public Participation Plan Deliverable 13e: Deliverables Produced for Lead Agencies, Partner, and Public Participation Activities (To Be Determined) Deliverable 13f: Draft Public Participation Summary Report Deliverable 13g: Final Public Participation Summary Report</p>
14	<p>Implementation Plan</p> <p>CONSULTANT shall prepare the Bay Area Managed Lanes Implementation Plan based on all the above tasks. BAIFA envisions two main work products: 1) a high-quality briefing book for policymakers; and 2) a full Plan (featuring an executive summary and chapters, supporting maps and graphics) that concisely and plainly lays out the Plan’s recommendations, specifically the priorities, tiers, phasing, planning-level costs, and timetable for implementation. The briefing book and Plan document must include the following key elements:</p> <ul style="list-style-type: none"> • Summary of recommendations for operational improvements to existing and planned managed lanes system, as well as fully expanded managed lanes system throughout the region, including priorities/tiers and timetable for implementation • Summary of policy recommendations related to violations and enforcement, hours of operations, occupancy requirements, and access restrictions, including priorities, sequencing, necessary legislative changes, and timetable for implementation • Summary of policy recommendations related to toll exempted vehicles, truck restrictions, toll collection method, including priorities and timetable for implementation • Summary of recommendations for ATM/ITS strategies to optimize freeway management and operations in support of regional managed lanes, including priorities and timetable for implementation • Summary of improvements to express bus services, park-ride lots, and other support services/facilities, including priorities and timetable for implementation • Summary of agency and public participation process and key messages heard, noting support or opposition to Plan elements and why and how the Plan addresses such comments • Final conclusion chapter that clearly summarizes project priorities and implementation schedule for capital projects, operational improvements, and services enhancements <p>CONSULTANT shall prepare presentation materials for the Implementation Plan (PPT, maps, etc.) for use in presenting the Draft and Final Plan. CONSULTANT shall present the Draft and Final Plan to the Freeway Management Executive Committee, Managed Lanes Project Management Team, Managed Lanes Leadership Team, MTC’s Operations Committee, and BAIFA for review and approval.</p>

#	Task Description and Deliverables
	Deliverable 14a: Draft Managed Lanes Implementation Plan Deliverable 14b: Final Managed Lanes Implementation Plan Deliverable 14c: Draft Managed Lanes Briefing Book Deliverable 14d: Final Managed Lanes Briefing Book Deliverable 14e: Implementation Plan Presentation Materials

APPENDIX B, COST AND PRICE ANALYSIS FORM

Not Used

APPENDIX C, 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.

BAIFA’s commissioners include:

Bill Dodd
Federal D. Glover
Scott Haggerty
Bijan Sartipi
James P. Spering
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 BAIFA 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 BAIFA 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 BAIFA 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 D, BAIFA STANDARD CONSULTANT CONTRACT

PROFESSIONAL SERVICES AGREEMENT

between

BAY AREA INFRASTRUCTURE FINANCING AUTHORITY

and

NAME OF CONSULTANT

for

MANAGED LANES IMPLEMENTATION PLAN

FISCAL YEARS 2014-2015 to 2015-2016

PROFESSIONAL SERVICES AGREEMENT
Between BAY AREA INFRASTRUCTURE FINANCING AUTHORITY
And INSERT NAME OF CONSULTANT
For MANAGED LANES IMPLEMENTATION PLAN

THIS AGREEMENT is made and entered into as of the xx day of Month, 20____, by and between the Bay Area Infrastructure Financing Authority (herein called "BAIFA "), a joint powers authority established pursuant to a joint exercise of powers agreement between BAIFA and BATA entered into pursuant to Government Code Sections 6500 *et. seq.* and INSERT NAME OF CONSULTANT, (herein called "CONSULTANT") [**"CONTRACTOR" MAY BE SUBSTITUTED, IF APPROPRIATE**], 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, BAIFA intends to secure the services of a consultant to develop a Managed Lanes Implementation Plan for the Bay Area (herein called "the Project"); and

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

WHEREAS, the parties hereto now wish to enter into an agreement (the "Agreement") pursuant to which CONSULTANT will render professional services in connection with the Project as hereinafter provided.

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF SERVICES

CONSULTANT's services are described in Attachment A, Scope of Work, attached hereto and incorporated herein by this reference. CONSULTANT 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 **INSERT NAME OF BAIFA PROJECT MANAGER**, (herein called "BAIFA Project Manager"). As BAIFA Project Manager, **INSERT NAME OF BAIFA PROJECT MANAGER** is responsible for communication with CONSULTANT and the administration of this Agreement. BAIFA's Executive Director or designated representative may substitute a new BAIFA Project Manager by written notice to CONSULTANT.

CONSULTANT's point of contact and the individual authorized to communicate to BAIFA on behalf of CONSULTANT is **INSERT NAME OF CONSULTANT's PM** ("CONSULTANT Project Manager"). A change in CONSULTANT Project Manager requires BAIFA written approval.

In the performance of its services, CONSULTANT 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 CONSULTANT 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

CONSULTANT shall provide BAIFA with progress reports according to the schedule and form approved by the BAIFA Project Manager.

2. PERIOD OF PERFORMANCE

CONSULTANT's services hereunder shall commence on or after _____, 201__, and shall be completed no later than _____, 201__, unless extended by duly executed amendment or earlier terminated, as hereinafter provided. CONSULTANT's services shall be performed in accordance with the schedule included in Attachment B, Project Schedule, attached hereto and incorporated herein by this reference.

3. COMPENSATION AND METHOD OF PAYMENT

Subject to duly executed amendments, BAIFA will pay CONSULTANT for its services as described in Attachment A a total amount, including (as applicable) labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, indirect costs, overhead, profit, subcontractors costs (including mark-up), travel, equipment, materials and supplies, expenses and any fixed fee, [**SPELL OUT AMOUNT IN WHOLE DOLLARS (\$_____)**] ("Maximum Payment"). BAIFA shall make payments to CONSULTANT 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 made in writing and delivered or mailed to BAIFA as follows:

Attention: Accounting Section
Bay Area Infrastructure Financing Authority
Joseph P. Bort MetroCenter
101 - 8th Street
Oakland, CA 94607-4700

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

4. KEY PERSONNEL

The key personnel to be assigned to this work by CONSULTANT 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 Project Manager or a designee. CONSULTANT shall maintain records documenting compliance with this Article, which shall be subject to the audit requirements of Article 15. CONSULTANT agrees that all personnel assigned to this work will be professionally qualified for the assignment to be undertaken. BAIFA reserves the right to direct removal of any individual, including key personnel, assigned to this work.

5. AMENDMENTS

BAIFA reserves the right to request changes in the services to be performed by CONSULTANT. All such changes shall be incorporated in written amendments, which shall 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 CONSULTANT and specifically identified as amendments to the Agreement. The BAIFA Project Manager is not a designated representative, for purposes of approving an amendment.

6. TERMINATION

A. Termination for Convenience. BAIFA may terminate this Agreement for convenience, in whole or in part, at any time by written notice to CONSULTANT. Upon receipt of notice of termination, CONSULTANT shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to BAIFA. CONSULTANT shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination and a reasonable profit, plus reasonable termination costs, not to exceed the amount payable for such deliverables. If CONSULTANT has any property in its possession

belonging to BAIFA, CONSULTANT will account for the same, and dispose of it in the manner BAIFA directs. Except as provided above, BAIFA shall not in any manner be liable for CONSULTANT's actual or projected lost profits had CONSULTANT completed the services required by this Agreement.

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

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

7. INSURANCE AND FINANCIAL SECURITY REQUIREMENTS

CONSULTANT shall, at its own expense, obtain and maintain in effect at all times during the life 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

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

9. INDEMNIFICATION

CONSULTANT agrees to indemnify and hold harmless BAIFA 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 (collectively “BAIFA Indemnified Parties”) from and against any and all claims, demands, actions, causes of action, damages, liability, obligation, costs and expenses (including attorneys’ fees and costs) of any kind whatsoever, including (without limitation) those for personal injuries (including, but not limited to death, bodily injuries, emotional or mental distresses and losses of consortium), property damages or pecuniary, financial or economic losses of any kind whatsoever (collectively “Claims and Losses”) if the Claims and Losses are caused by CONSULTANT’s breach of obligations under this Agreement, willful misconduct, or negligent services performed under this Agreement. It is understood and agreed that CONSULTANT has no obligation to indemnify and hold the BAIFA Indemnified Parties harmless if the Claims and Losses are caused by the sole active negligence of the BAIFA Indemnified Parties.

CONSULTANT further agrees to immediately defend the BAIFA Indemnified Parties with respect to any Claims and Losses if such Claims and Losses are alleged to arise out of or relate to any allegations of CONSULTANT’s breach of obligations under this Agreement, willful misconduct, or negligent services performed under this Agreement. As part of this defense obligation, CONSULTANT agrees to either retain counsel to defend the BAIFA Indemnified Parties or pay charges of the BAIFA Indemnified Parties’ attorneys with regard to the Claims and Losses. CONSULTANT’s duty to defend shall apply and be enforced even if it is alleged that the acts, omissions or failures to act of parties other than CONSULTANT, including the BAIFA Indemnified Parties, caused or contributed to the Claims and Losses.

The provisions set forth in this Section 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 BAIFA

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

10.1 PERSONALLY IDENTIFIABLE INFORMATION

Not Used.

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 BAIFA by CONSULTANT or its subconsultants pursuant to this Agreement shall be and are the property of BAIFA. BAIFA shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of CONSULTANT or in the hands of any subconsultant upon completion or termination of the work shall be immediately delivered to BAIFA. CONSULTANT hereby assigns to BAIFA 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. CONSULTANT also agrees to execute all papers necessary for BAIFA 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 CONSULTANT’S pre-existing intellectual property secured, developed, written, or produced by CONSULTANT prior to the execution of this Agreement or developed concurrently with this Agreement but not specifically for this Agreement; CONSULTANT shall retain all right, title and interest in any such pre-existing intellectual property.

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

CONSULTANT 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

A. Subconsultants approved by BAIFA for subcontract work under this Agreement are listed in Attachment F, Subconsultant List, attached hereto and incorporated herein by this reference. Any subconsultants must be engaged under written contract with CONSULTANT with provisions allowing CONSULTANT 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 CONSULTANT.

B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between BAIFA and any subcontractors, and no subcontract shall relieve CONSULTANT of his/her responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to BAIFA for the acts and omissions of its subcontractors 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 CONSULTANT. CONSULTANT's obligation to pay its subcontractors is an independent obligation from BAIFA's obligation to make payments to CONSULTANT.

C. Any substitution of subcontractors listed in Attachment F must be approved in writing by BAIFA's Project Manager in advance of assigning work to a substitute subcontractor.

D. 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

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

17. SOLICITATION OF CONTRACT

CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, 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 CONSULTANT, 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, BAIFA shall have the right to terminate the Agreement without liability or, at its discretion, the right to deduct from CONSULTANT's maximum payment the full amount of such fee, commission, percentage, brokerage fee, gift or contingent consideration.

18. PROHIBITED INTERESTS

CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which 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 BAIFA. CONSULTANT 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 BAIFA, 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, CONSULTANT further covenants that it has made a complete disclosure to BAIFA of all facts of which it is aware upon due inquiry bearing upon any possible interest, direct or indirect, which it believes any member, officer, agent or employee of BAIFA (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 BAIFA.

18.1 ORGANIZATIONAL CONFLICTS OF INTEREST

CONSULTANT 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 BAIFA; 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.

CONSULTANT 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 CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONSULTANT shall immediately provide BAIFA with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONSULTANT'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, BAIFA becomes aware of an organizational conflict of interest in connection with CONSULTANT's performance of the work hereunder, BAIFA shall similarly notify CONSULTANT. In the event a conflict is presented, whether disclosed by CONSULTANT or discovered by BAIFA, BAIFA will consider the conflict presented and any alternatives proposed and meet with CONSULTANT to determine an appropriate course of action. BAIFA's determination as to the manner in which to address the conflict shall be final.

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

19. LAWS AND REGULATIONS

CONSULTANT 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 such government, including but not limited to BAIFA, that relate to or in any manner affect the performance of the Agreement. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on BAIFA as a recipient of federal or state funds are hereby in turn imposed on CONSULTANT.

20. CLAIMS OR DISPUTES

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

additional compensation and/or time.

CONSULTANT shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by BAIFA, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given BAIFA due written notice of a potential claim. The potential claim shall set forth the reasons for which CONSULTANT 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 BAIFA prior to the time that CONSULTANT has started performance of the work giving rise to the potential claim for additional compensation.

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

If an agreement can be reached which resolves CONSULTANT'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 CONSULTANT claim, they may choose to pursue dispute resolution pursuant to Article 24, DISPUTE RESOLUTION, or BAIFA may terminate the Agreement.

21. REMEDIES FOR BREACH

In the event CONSULTANT fails to comply with the requirements of the Agreement in any way, BAIFA reserves the right to implement administrative remedies which 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 BAIFA or CONSULTANT 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

BAIFA, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as BAIFA may deem necessary. The suspension may be due to the failure on the part of CONSULTANT to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of CONSULTANT. The

CONSULTANT shall comply immediately with the written order of BAIFA to suspend the work wholly or in part. The suspended work shall be resumed when CONSULTANT is provided with written direction from BAIFA to resume the work.

If the suspension is due to CONSULTANT's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of CONSULTANT, all costs shall be at CONSULTANT's expense and no schedule extensions will be provided by BAIFA.

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

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

23. WARRANTY OF SERVICES

A. In the performance of its services, CONSULTANT 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. In addition, CONSULTANT shall provide such specific warranties as may be set forth in specific Task Orders as agreed upon by the parties.

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

1. The right to have CONSULTANT re-perform such services at CONSULTANT's expense; or
2. The right to have such services done by others and the costs thereof charged to and collected from CONSULTANT if within 30 days after written notice to CONSULTANT requiring such re-performance, CONSULTANT fails to give satisfactory evidence to the BAIFA that it has undertaken said re-performance; or
3. The right to terminate the Agreement for default. CONSULTANT 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. CONSULTANT and BAIFA 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 BAIFA provide a written determination as to the proposed resolution of the dispute. Within twenty-one (21) calendar days of the request, BAIFA's Project Manager shall provide a written determination as to the dispute, which shall include the basis for its decision. Upon CONSULTANT's written acceptance of the Project Manager's determination, the Agreement may be modified and the determination implemented or, failing agreement, BAIFA may in its sole discretion pay such amounts and/or revise the time for performance in accordance with the Project Manager's determination.

If the Project Manager's determination is not accepted by CONSULTANT, 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 calendar (30) 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 BAIFA and CONSULTANT which 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. CONSULTANT must file a government claim pursuant to Government Code section 910 *et seq.* in order to initiate a civil action.

D. Pending Resolution. CONSULTANT shall continue to work during the dispute resolution process in a diligent and timely manner as directed by BAIFA, 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 terminations 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 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 the 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 for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. CONSULTANT 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 CONSULTANT and BAIFA. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

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

BAY AREA INFRASTRUCTURE FINANCING
AUTHORITY

NAME OF CONSULTANT

Steve Heminger, Executive Director

Insert Appropriate Name, Title

J:\CONTRACT\

ATTACHMENT A

Scope Of Work

Outline of Services

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

ATTACHMENT B
Project Schedule

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

ATTACHMENT C
Compensation and Method of Payment

FIRM FIXED PRICE

A. Compensation. CONSULTANT shall be paid, as full compensation for the satisfactory completion of the work described in Attachment A, the firm fixed sum of agreed upon amount, which includes all labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance, subcontractors costs, travel, equipment, materials and supplies. Any amendments to this Agreement shall be based on the hourly rates set forth in Attachment D, Key Personnel, attached hereto and incorporated herein by this reference. In no event shall the total compensation to be paid CONSULTANT under the Agreement exceed the Maximum Payment specified in Article 3 of the Agreement.

B. Progress Payments. Payment for CONSULTANT's services shall be due in the amounts indicated below, upon acceptance by Project Manager of the following deliverables or milestones, described in detail in Attachment A:

Task	<u>Deliverables (#)</u>	<u>Amount Due</u>
1	Do this (#1)	\$1,234
2	Do that (#2)	\$56,789
		0
	Excel is inside Word Tables. Highlight field, hit F9 or Table Formula = Format \$.	\$58,023.00 highlight #, hit F9

C. Method of Payment. CONSULTANT shall submit an invoice identifying the project deliverable or milestone for which payment is sought no later than thirty (30) days after BAIFA's acceptance of such deliverable/milestone.

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.				

* Applicable to development of payment provisions in amendments only.

ATTACHMENT E
Insurance and Financial Security (Bond) Provisions

1. INSURANCE

A. Minimum Coverages. The insurance requirements specified in this section shall cover CONSULTANT'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 CONSULTANT authorizes to work under this Agreement (hereinafter referred to as "Agents.") CONSULTANT 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.

CONSULTANT 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, CONSULTANT shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONSULTANT's indemnity obligation as to itself or any of its Agents in the absence of coverage.

In the event CONSULTANT or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that CONSULTANT's insurance be primary without right of contribution from BAIFA. Prior to beginning work under this contract, CONSULTANT shall provide BAIFA 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 CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of BAIFA. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT 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 operations of CONSULTANT and CONSULTANT'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, 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 BAIFA.

BAIFA 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. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.

3. Business Automobile Insurance for all automobiles owned (if any), used or maintained by CONSULTANT and CONSULTANT'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 BAIFA and having minimum limits of \$1,000,000 per claim.

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

6. Property Insurance. Property Insurance covering CONSULTANT'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 BAIFA (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 BAIFA.

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

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

D. Deductibles and Retentions. CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT's policies without right of contribution from BAIFA. 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 BAIFA seeks coverage as an additional insured under any CONSULTANT insurance policy that contains a deductible or self-insured retention, CONSULTANT 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 CONSULTANT, subconsultant, subcontractor, or any of their employees, officers or directors, even if CONSULTANT 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, CONSULTANT 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, CONSULTANT 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 CONSULTANT's personnel, subcontractors, and equipment have been removed from BAIFA's property, and the work or services have been formally accepted. CONSULTANT must notify BAIFA 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, CONSULTANT shall deliver to BAIFA 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 CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant hereto, including, but not limited to, liability assumed pursuant to Article 9 of this Agreement.

2. FINANCIAL SECURITY (BONDS)

N/A

3. ADDITIONAL INSUREDS

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

- Metropolitan Transportation Commission (MTC)
- Bay Area Toll Authority (BATA)
- California Department of Transportation (Caltrans)

ATTACHMENT F
Subconsultant List

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

APPENDIX D-1, INSURANCE REQUIREMENTS

Minimum Insurance Coverages. Consultant 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 this Agreement, placed with insurers with a Best’s rating of A-VIII or better.

<p>Yes (√)</p>	<p>Please certify by checking the box below that required coverages will be provided within ten (10) days of BAIFA’s notice to firm that it wishes to contract with the firm.</p>
<p>—</p>	<p><u>Workers' Compensation Insurance</u> 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 CONSULTANT’s employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of BAIFA. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor or a corporation with stock 100% owned by officers with no employees.</p>
<p>—</p>	<p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT’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, 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 BAIFA.</p> <p>BAIFA, MTC, BATA, Caltrans, and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONSULTANT’s operations.</p>
<p>—</p>	<p><u>Business Automobile Insurance</u> for all automobiles owned (if any), used or maintained by CONSULTANT and CONSULTANT’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.</p>
<p>—</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 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 BAIFA and having minimum limits of \$1,000,000 per claim. The policy shall provide coverage for all work performed by CONSULTANT and any work performed or conducted by any</p>

	<p>subcontractor/consultant working for or performing services on behalf of CONSULTANT. No contract or agreement between CONSULTANT and any subcontractor/consultant shall relieve CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by CONSULTANT and any subcontractor/consultant working on behalf of CONSULTANT on the project.</p>
<p>—</p>	<p><u>Property Insurance.</u> Property Insurance covering CONSULTANT'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 BAIFA (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 BAIFA.</p>
<p>BAIFA, MTC, BATA, Caltrans, and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.</p> <p>All policies will be issued by insurers acceptable to BAIFA, generally with a Best's Rating of A-VIII or better.</p> <p>CONSULTANT's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to BAIFA.</p> <p>CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT's policies without right of contribution from BAIFA. 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 BAIFA seeks coverage as an additional insured under any CONSULTANT insurance policy that contains a deductible or self-insured retention, CONSULTANT 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 CONSULTANT, subconsultant, subcontractor, or any of their employees, officers or directors, even if CONSULTANT 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, CONSULTANT 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 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, CONSULTANT 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 CONSULTANT's personnel, subcontractors, and equipment have been removed from BAIFA's property, and the work or services have been formally accepted. CONSULTANT must notify BAIFA 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.

Prior to commencement of any work hereunder, CONSULTANT shall deliver to BAIFA 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 CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant hereto, including, but not limited to, liability assumed pursuant to the Indemnification section of this Agreement.

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 BAIFA'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 BAIFA's attention no later than closing date/time for receipt of requests for modifications/exceptions. If such modifications/exceptions are not brought to BAIFA's attention consistent with the provisions of this RFP, compliance with the insurance requirements will be assumed.

APPENDIX E – 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 Bay Area Infrastructure Financing Authority 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>