



METROPOLITAN
TRANSPORTATION
COMMISSION

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

May 15, 2015

REQUEST FOR PROPOSAL (RFP)

511 SF BAY SYSTEM INTEGRATOR, DATA MANAGEMENT & DISSEMINATION,
AND INTERACTIVE VOICE RESPONSE PHONE SYSTEM CONTRACTOR

NOTICE IS HEREBY GIVEN that the Metropolitan Transportation Commission (MTC) invites your firm to submit a proposal for the 511 SF Bay System Integrator, Data Management & Dissemination, and Interactive Voice Response Phone System Contractor.

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

Interested firms must submit an original and fifteen (15) copies, as well as one electronic PDF version, of their proposal by 4 p.m. on Tuesday, June 23, 2015, in accordance with the instructions contained in the RFP. Other key RFP Dates are listed in Section V, Consultant Selection Timetable of the RFP.

Any contract entered into as a result of this RFP will be funded, in whole or in part, with federal funds from the Surface Transportation Program (STP). Accordingly, the requirements included in Attachment H, Federally Required Clauses of Appendix D, MTC Standard Consultant Contract, and Appendices F through F-5 to this RFP shall apply to this procurement.

MTC Point of Contact
Janet Banner, Project Manager
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700
Tel: 510/ 817-5971
E-mail: jbanner@mtc.ca.gov

Thank you for your interest.

Sincerely,

Andrew B. Fremier

Deputy Executive Director, Operations

AF: jb

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Santa Clara County

Jake Mackenzie, Vice Chair
Sonoma County and Cities

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Cities of San Mateo County

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U.S. Department of Housing
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City and County of San Francisco

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U.S. Department of Transportation

Federal D. Glover
Contra Costa County

Scott Haggerty
Alameda County

Anne W. Halsted
San Francisco Bay Conservation
and Development Commission

Steve Kinsey
Marin County and Cities

Sam Liccardo
San Jose Mayor's Appointee

Mark Luce
Napa County and Cities

Julie Pierce
Association of Bay Area Governments

Bijan Sartipi
California State
Transportation Agency

Libby Schaaf
Oakland Mayor's Appointee

James P. Spring
Solano County and Cities

Adrienne J. Tissier
San Mateo County

Scott Wiener
San Francisco Mayor's Appointee

Amy Rein Worth
Cities of Contra Costa County

Steve Heminger
Executive Director

Alix Bockelman
Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

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GLOSSARY OF TERMS

Bay Area Rapid Transit (BART)	A regional rapid-transit rail system.
California Highway Patrol Computer Aided Dispatch (CHP CAD)	Provides real-time traffic incident information for state roadways.
Caltrans Lane Closure System (LCS)	Provides lane closure information for state roadways.
Civic Resources Group (CRG)	The current and NextGen 511 Web Services Contractor.
Concept of Operations (ConOps)	A high-level document that addresses/identifies/confirms stakeholders, needs, expectations, vision of what the system will do, where the system will operate, under what environment, and how it will be operated/supported.
Contract Amendment	A document executed by MTC and Contractor amending the Contract.
Contract Price	The maximum amount payable to Contractor under the Contract for performance of the Work.
Contract Year	A year within the Term of the Contract beginning July 1 and concluding June 30.
Contractor	The firm selected to enter into a contract as a result of this RFP
Contract	The signed agreement between MTC and the Contractor to provide, operate and maintain the 511 SF Bay System Integrator, Data Management & Dissemination, and Interactive Voice Response Phone System, and other services as applicable.
Enhancements	Significant improvements to features, functions, data sources, or the system's underlying technologies and/or equipment. They require significant Contractor effort (e.g., generally more than 40 person-hours of development time) due to the degree of complexity or risks likely to be encountered during development, and are implemented via task order, at MTC's discretion.
Existing System	The MTC provided system, i.e., existing 511 SF Bay system components that the Contractor will be required to transition and assume.

General Transit Feed Specification (GTFS)	A common, open data format for public transportation schedules and associated geographic information. GTFS feeds allow public transit agencies to publish their transit data and developers to write applications that consume that data in an interoperable way.
GTFS+	The (+) files in the GTFS+ provide additional data that the standard GTFS does not currently accommodate. These additional files fulfill 511 SF Bay specific needs and are formatted in the same comma-separated value (CSV) text files as the standard GTFS.
GTFS-Realtime	GTFS-realtime is an extension to GTFS that allows public transportation agencies to provide real-time updates about their fleet to application developers.
Interactive Voice Response (IVR)	Telephony technology that allows a user to interact with a computer system through the use of voice and/or touchtone. The 511 phone service is an IVR system.
Integrated System	Includes both components, as shown in <i>Figure 1: NextGen 511 System Components</i> , that the Contractor will operate, maintain, and enhance, i.e., a “new system” to be provided, requiring minimal customization, AND, the “existing,” MTC provided system, i.e., existing 511 SF Bay system components to transition and assume.
Key Personnel	Job positions or categories deemed by MTC to be essential to the successful performance of the Work.
MTC	The Metropolitan Transportation Commission, formed pursuant to California Government Code Sections 66500 <i>et seq.</i> , the public agency responsible for planning the transportation network for the San Francisco Bay Area and for coordination among transportation services in its region.
MTC Project Manager	MTC’s duly designated representative for management of the Work under this Contract.
MTC Software	511 Software developed by the Contractor or former Contractors specifically for 511 and funded through this Contract or former 511 Contracts, not including software owned by the Contractor or a third party and customized for 511.
New System	Components that the Contractor provides to the Integrated System, i.e., a new system to be provided, requiring minimal customization.

NextGen 511 System	MTC's "NextGen 511 System" is composed of several interrelated and interconnected systems operated by different contractors. The NextGen 511 System includes but is not limited to, the 511.org website, operated and maintained by Civic Resource Group, the 511 Operations Center, which will be procured separately, and the Contractor's "Integrated System."
Optimizations	System improvements that are relatively uncomplicated and low risk and generally take less than 40 person-hours.
Project Element	A group of related tasks within the Scope of Work. The Scope of Work includes six (6) project elements.
Project Element I: Project Management, Coordination, and End of Contract Transition	The tasks in this element relate to project planning, project administration, project coordination, and end of contract transition.
Project Element II: Implement System	This element addresses work required to implement the Contractor's new system as well as transition and assume components of the existing 511 system. Tasks include creating a Concept of Operations and refining system requirements, system design and development, system testing and verification, system transition, system integration and testing, and beta and production launch.
Project Element III: Operations and Maintenance	This element describes the tasks required to operate and maintain system components, including implementation of routine, preventative maintenance and proactive management of system capacity and redundancy issues.
Project Element IV: System Improvements	Work conducted under this element will change, improve or add functionality to the way the system delivers its service to better meet user needs or improve backend processes.
Project Element V: Emergency Response	This element describes the tasks required of the Contractor in the event of a planned or unplanned emergency (e.g., transit agency strikes and earthquakes), as determined by MTC.
Project Element VI: New Contractor Responsibilities	This element includes tasks that may be assigned to the Contractor later in the contract period by a contract amendment once additional funding is made available.
Proposal	The Proposal submitted by Contractor in response to the RFP including the Best and Final Offer, if requested.
Project Manager	Contractor's duly designated representative for management of the Work.
Regional Transit Database (RTD)	The database that stores static transit information, including routes, route patterns, stops, schedules, and fares.

Request for Proposal (RFP)	This document.
Scope of Work	The description of the Work to be performed by Contractor, appearing in <i>Appendix A</i> , <u>Scope of Work</u> in the RFP.
System Engineering Management Plan (SEMP)	A document required by the Federal Highway Administration (FHWA) that addresses the management, planning, and development of a proposed project.
Task Order	An agreement between MTC and Contractor defining the work scope, schedule and budget for enhancements to the 511 System, under Project Element IV, System Improvements.
Term of Contract	The period of the time that the contract is in effect.
Work	Contractor's efforts necessary to complete all of its obligations under the Contract.
511/511 SF Bay/511 System	For purposes of this RFP and resultant Contract, the San Francisco Bay Area's real-time and multi-modal traveler information service.

I. MTC AND 511 SF BAY PROJECT DESCRIPTION

A. Description of MTC

MTC was created by the state Legislature in 1970 (California Government Code § 66500 *et seq.*) to serve as the transportation planning, coordinating, and financing agency for the nine-county San Francisco Bay Area. MTC manages a range of technology projects intended to improve transportation system management, including managing and operating the regional 511 Traveler Information Program.

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

B. The San Francisco Bay Area 511 Program

PROGRAM HISTORY

San Francisco Bay Area travelers have received helpful, accurate, and reliable transportation information for over twelve years through MTC's 511 service. 511 is the Federal Communications Commission's (FCC) designated nationwide three-digit telephone number for traveler information. The FCC granted exclusive use of 511 to state and local transportation departments to distribute traveler information in 1999.

As part of a national roll-out of 511, the San Francisco Bay Area's system launched in December 2002 through a partnership between MTC, the California Department of Transportation (Caltrans), the California Highway Patrol (CHP), and over two dozen of the region's transit and paratransit operators.

In 2002, the Bay Area was the largest metropolitan area in the country to implement a 511 phone service and was the first in California. The award winning, multi-modal traveler information website launched in 2004. Since then, MTC has continued to enhance and expand 511's offerings.

Among its many roles, the 511 program:

- provides multi-modal traveler information on over 10 dissemination platforms, including the federally dedicated 511 number, on the web at 511.org, on mobile devices at m.511.org, via text messaging, and through transit trip planner applications for iOS and Android,
- serves as the go-to source for travelers and media in major disruptions and regional emergencies,
- partners with many agencies and businesses for transportation information during regional events, and
- supports numerous MTC and partner objectives.

MTC's 511 system is unprecedented in the breadth and quality of traveler information services provided. Information services are free and available on-demand via phone, mobile and web, and include:

- fare, schedule and trip planning information for dozens of rail, bus, ferry and paratransit service providers in the Bay Area and adjacent counties,
- up-to-the-minute traffic conditions and incidents, including point-to-point driving times, on routes throughout the Bay Area,
- construction projects and special events affecting traffic,
- real-time transit departures and parking availability,
- green commute options and bicycling information, including an online bicycle map tool,
- an online ride-matching tool for carpools and vanpools as well as other information on carpooling, vanpooling and shuttle services, and
- other helpful transportation information, such as options for travel to airports and information about commuter incentives.

USAGE STATISTICS

511 is the Bay Area's go-to source for traveler information during both normal conditions and travel disruptions. On average, 511 supports over 2.3 million web user sessions and 675,000 calls per month. 511 also provides critical transportation information for major events, like the 2013 America's Cup and the opening of the new San Francisco-Oakland Bay Bridge, and significant disruptions, like recent transit operator strikes. During the July 2013 BART strike, the 511.org Home and Traffic pages, and the 511 phone service, achieved record high usage. Additionally, usage of the special 511 Alert page (alert.511.org), activated during emergencies and major regional disruptions, was nearly three times higher than the previous record high usage. More recently, in December 2014, the Bay Area was hit by a severe storm that led to significant flooding, causing major traffic and transit disruptions and closing several roadways. Combined with several regional protests that shut down several major freeways, the 511 Traffic page experienced its highest usage to date with more than one million visits during the month of December.

Appendix G, Usage Information, shows detailed usage statistics. Table G-1 shows monthly usage for web, phone, and mobile platforms during the last two years. Table G-2 shows peak daily usage for web and phone during some recent planned and unplanned emergencies.

OVERVIEW OF CURRENT CONTRACTS

MTC currently provides the 511 service through five contracts. Those contracts and current contractors are as follows:

- **511 Traffic Contractor**, Leidos: This contractor collects and disseminates traffic data through traffic.511.org, and includes traffic speeds, roadway incidents, construction activities, and special event information. Key traffic dissemination features include 511 Driving TimesSM, which are point-to-point freeway driving times; historical driving times; and MY 511, which allows users to customize the traffic and transit information they obtain. The 511 Traffic contractor is also responsible for providing, operating and

maintaining the 511 phone system, the 511 Operations Center, the real-time transit system that provides transit departure time predictions, and the real-time parking tool at parking.511.org. This contract ends in June 2016 with extensions possible through 2019.

- **Regional Transit Information System (RTIS) Contractor**, Leidos: This contractor collects, processes and disseminates transit schedule, route, fare and other information for all Bay Area transit operators on the transit.511.org website and also provides the 511 transit trip planner and Enhanced Trip Planner features on the 511.org website. The trip planner generates customized trip itineraries for travel on all major transit operators in the Bay Area. Static transit data is stored in the Regional Transit Database (RTD). This contract ends in June 2016 with no further extensions available.
- **511 Website Services**, Civic Resources Group (CRG): This contractor is responsible for website design, development, and operations and maintenance for 511.org. CRG is also responsible for any new design elements for all 511 SF Bay websites. The base term of this contract ends in 2016 and has extensions possible through 2021.
- **511 Regional Ridesharing Program (RRP)**, Parsons Brinckerhoff: This contractor provides information about carpool and vanpool formation, maintenance and services, and conducts employer outreach to encourage and support employer trip reduction programs, including support of the Bay Area’s “Commuter Benefits Program” ordinance. The RRP contractor also hosts and helps maintain the information on bicycling.511.org. Additionally, the RRP contractor provides 511 marketing, communications, outreach, and market research activities for all of the 511 program’s features and tools. The current contract structure and program is anticipated to change starting July 1, 2016, under the RRP’s separate next generation planning efforts. However, rideshare content will continue to be delivered by 511.org and the 511 phone system.
- **511 Technical Advisor**, Kimley Horn: This contractor performs performance monitoring for traffic and real-time transit data, provides guidance on technical issues/topics, and reviews deliverables/conducts testing.

C. NextGen 511

DRIVERS & NEEDS

After twelve years in operation, 511 is ready to implement its Next Generation (NextGen) system. The web and phone based service has grown to over 10 dissemination channels supporting multiple modes and many Bay Area transportation providers and partners. During the last 12 years, 511’s usage has grown significantly and Bay Area travelers have come to trust and rely on 511’s services, especially during times of major disruptions and emergencies.

But at the same time, technology has changed rapidly, both in the availability of alternative, private sources of traveler information, and the means by which travelers can access this information – in their cars, from their smartphones, via text, etc. There has been a general rise in customer expectations around the availability and personalization of information and delivery of

innovative approaches. Such rapid changes in consumer desires, technology, and development in the commercial sector do not align with the current speed of government adoption.

Usage trends and recent surveys indicate that there is an ongoing need for highly accurate, reliable, and easily accessible traveler information in the Bay Area's complex transportation network. But usage and research also indicate that travelers are seeking information from a variety of sources, and in some cases, are turning to tools other than 511 for trip planning and traveler information needs.

511 still has a role to play, but must do so within the context of increased private sector competition/alternatives, consumer desires for innovative technology, and long-term funding reductions. As such, MTC asserts the following overall goals and objectives for its NextGen 511 SF Bay vision.

GOALS & OBJECTIVES

The following are overall goals and objectives for MTC's NextGen 511 System. Proposers should be mindful of these goals when developing their approach to the Scope of Work in *Appendix A*. It is MTC's intent that these goals will help proposers allocate and balance the project's resources.

1. Ensure long-term sustainability with the flexibility to stay relevant.

MTC is committed to implementing a next generation 511 system that flexibly evolves with changes in technology and customer expectations, at a minimum cost to MTC. It is our intention to implement streamlined and optimized services and systems, make use of readily available 3rd party tools with minimal customization, and consume data from a variety of sources. Investments in improving functionality should focus on innovation with minimal cost and rapid deployment to ensure travelers keep coming back to 511.

Objectives:

- Develop API-driven dissemination features.
- Receive and disseminate data from a variety of sources.
- Automate data interfaces, where possible.
- Integrate best-of-class 3rd party tools.

2. Deliver the types of content & platforms that travelers expect.

Bay Area travelers have a long and trusted relationship with 511 SF Bay. NextGen changes to the system should not so drastically alter travelers' experience – the way in which information is provided and/or the content is made available – such that their experience and the helpfulness of the information is diminished. But, there is an opportunity during NextGen design and development to streamline, consolidate, replace, and/or enhance both content and delivery methods/channels.

Objectives:

- Maintain core dissemination features (web & phone), at a minimum.

- Implement a responsive, mobile-first website for access across devices.
- Maintain existing modal types (traffic, transit, rideshare, bicycling, parking) but complement with new sources and/or types (e.g., car/bike sharing, casual carpooling, dynamic ridesharing, etc.).

3. Provide accurate and reliable information at a minimum cost.

511 SF Bay has established itself as a trusted resource, especially in times of major disruption. MTC is committed to continuing to provide a transportation information system that is accurate and reliable, but is also committed to reducing overall program costs by streamlining data collection and management duties.

Objectives:

- Integrate readily available data from reliable & accurate sources.
- Automate data collection as much as possible.
- Provide and maintain tools to enable our partners to update and manage their data.
- Implement QA/QC processes to identify and resolve errors.

4. Reduce overall program development, operations, and maintenance costs and effort.

MTC must balance the goals of providing an accurate, reliable and highly-used 511 service with the need to operate, maintain, and optimize the system cost-effectively. The current highly customized system is costly to maintain, and updates/enhancements take significant time and resources. MTC intends to reduce costs by migrating to a system that is built upon flexible, pre-established software that can evolve with a minimum of capital costs, labor, and time, and shares benefits across multiple deployments.

Objectives:

- Reduce reliance on custom, proprietary software.
- Use readily available software (SaaS, COTS, open source) as much as possible.
- Streamline dissemination features.

5. Maintain and increase 511 usage through innovative updates.

MTC is committed to ensuring that traveler information is used by as many people as possible to benefit both individual users and support effective management of the transportation system. MTC expects that maintaining and increasing our user base will require ongoing innovation and enhancement to the system, and that such enhancements should be implemented quickly, to ensure the end user sees continual evolution, and cost-effectively, to ensure MTC can wisely use limited resources.

Objectives:

- Implement minor optimizations and major enhancements to the system frequently, quickly, and cost-effectively.
- Monitor trends in technology for new approaches, partnerships, and data sources.
- Track and analyze user data and conduct market research to inform changes.
- Maintain outreach and communications strategies to engage new and existing users in 511's services.

6. Respond to emergencies quickly and effectively.

MTC wants 511 to continue to be the go-to source for accurate, reliable transportation information in the event of an emergency or major disruption. Therefore, MTC is committed to maintaining emergency response data collection and dissemination tools, proactively addressing potential capacity issues, and ensuring well-trained contractor staff are ready to respond at all times.

Objectives:

- Implement tools and strategies to enable speedy collection of and user access to emergency information.
- Enable the ability to rapidly scale up system and contractor resources.
- Disseminate emergency information through multiple channels.

OVERVIEW OF FUTURE CONTRACT STRUCTURE

Beginning in June/July 2016, the NextGen 511 SF Bay program contract structure will be tentatively reorganized into multiple new and existing contracts. Table 1 below summarizes the anticipated NextGen contracts by task and contractor beginning in fiscal year 2017.

Table 1: Anticipated NextGen Contract Structure (FY 17+)

Task	Contract / Licensed by MTC	Contractor
<ul style="list-style-type: none"> • IVR Phone System design, development, maintenance, and hosting • Data collection, processing, hosting (traffic, transit, real-time transit, parking, etc.) • Internal and public APIs including developer/personalized service account management and access • Data interface tools (e.g., Operations Center tool, Transit Data Management tool) • 511 Operations Center system administration hardware, software, and materials 	511 SF Bay System Integrator, Data Management & Dissemination, and Interactive Voice Response Phone System	TBD (this procurement)
511.org design, development, maintenance, and hosting	511 Web Services	Civic Resource Group
511 Operations Center services	Operational Services	TBD – new procurement
Map and trip planning	Intent to license Google Directions API and Google Maps API	GSA Reseller for Google,

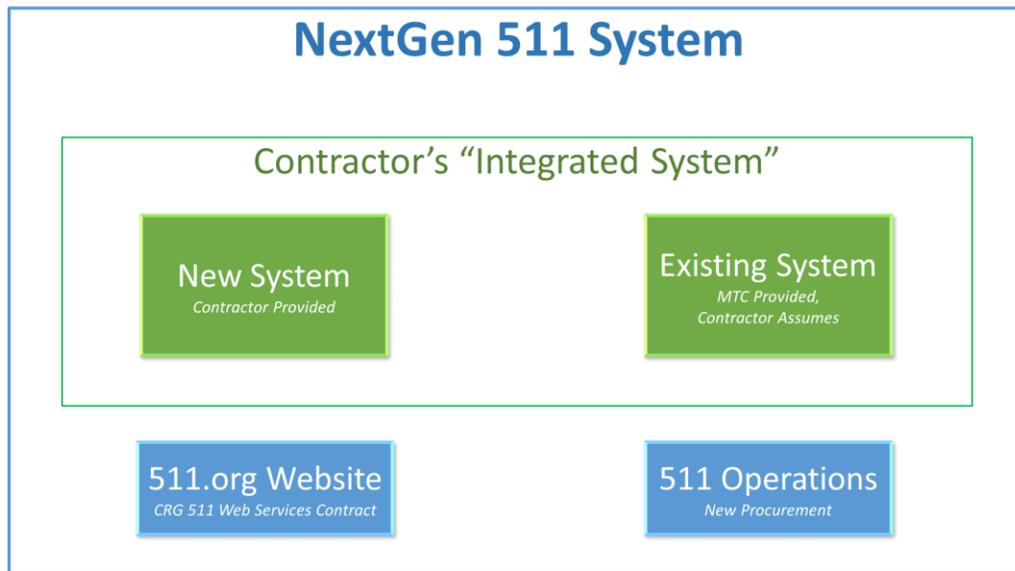
		Inc.
Regional Rideshare Program	TBD	TBD
Marketing, outreach, and communications	TBD	TBD

NEXTGEN 511 PROGRAM AND ROLE OF CONTRACTORS

MTC’s implementation of its NextGen program involves multiple contractors operating and maintaining different elements of the system, as well as interfaces to, and in coordination with regional partners and external data providers.

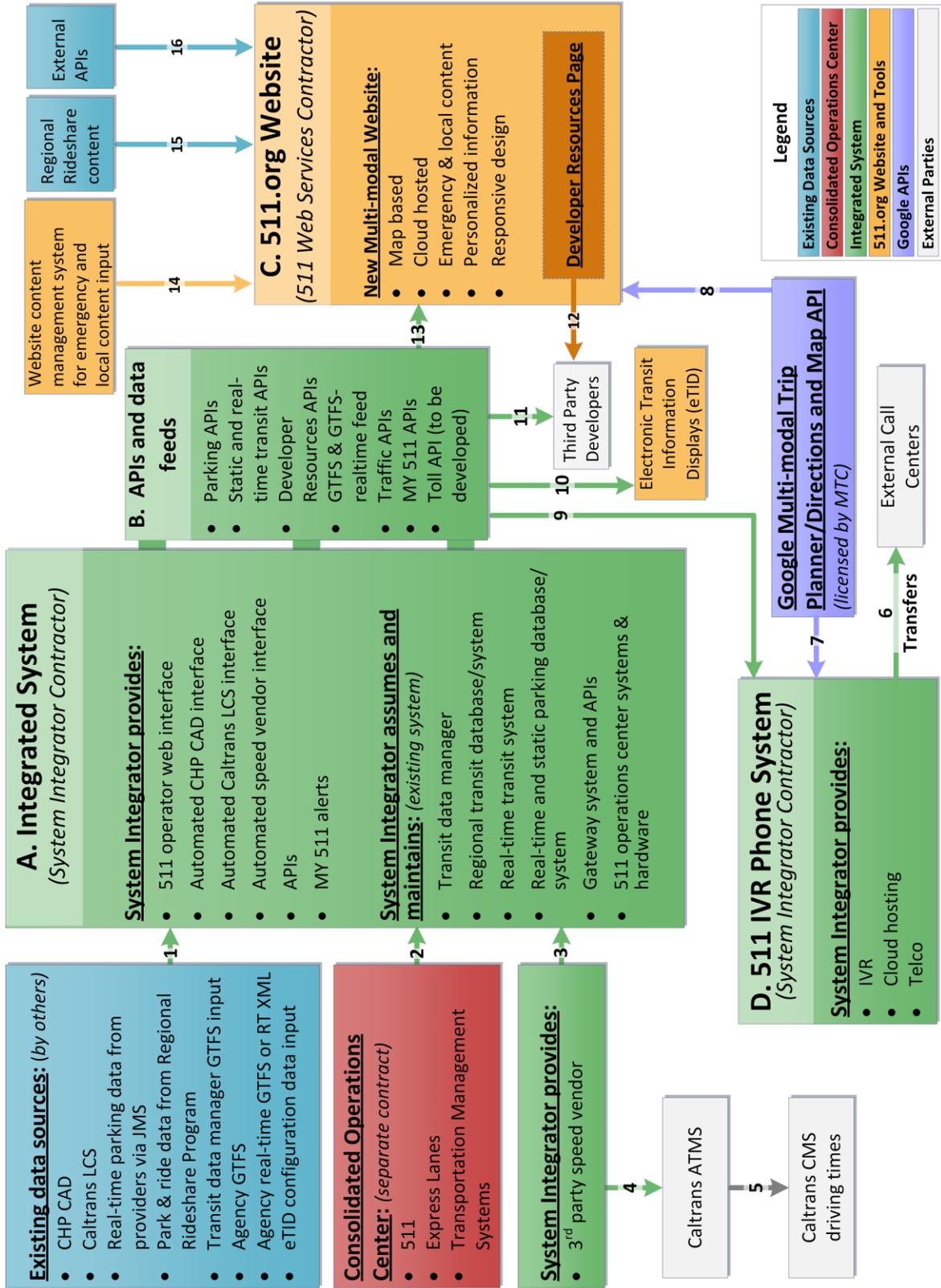
MTC’s “NextGen 511 System” is composed of several interrelated and interconnected systems operated by different contractors, as shown in Figure 1. The NextGen 511 System includes the 511.org website, operated and maintained by Civic Resource Group, the 511 Operations Center, which will be procured separately, and the Contractor’s “Integrated System.” This Integrated System includes both components that the Contractor provides, i.e., a “new system” to be provided, requiring minimal customization, AND, the “existing,” MTC provided system, i.e., existing 511 SF Bay system components to transition and assume. Additional details on these systems are provided in Element II in *Appendix A, Scope of Work*. The NextGen 511 System is also supported by other contracts, as described above in *Table 1: Anticipated NextGen Contract Structure (FY 17+)*.

Figure 1: NextGen 511 System Components



The roles and responsibilities of the various participants, and the flow of data between them, including data from external/3rd parties, are summarized in *Figure 2: NextGen 511 SF Bay Program and Role of Contractors*. The narrative description below Figure 2 references the labeled boxes and numbered data flows.

Figure 2: NextGen 511 SF Bay Program and Role of Contractors



Data Collection & Processing

The Contractor selected under this RFP (shown as 'A' in Figure 2) will be responsible for collecting, aggregating, and storing real-time and static traffic, transit, and parking data from different sources and in a variety of formats (#1, #2), including a third-party speed provider (#3), which will also power driving times on Caltrans changeable message signs (CMS) (#4).

To facilitate the dissemination of transit and parking data, the Contractor will assume and then operate, maintain, and in the future, enhance, the existing parking information system/database, as well as the existing real-time and static transit information system/database, including a transit data manager used by regional transit operators.

To enable collection of 511 Operations Center data (#2) (e.g, incidents, roadway construction, special events, transit service disruptions, road closures, etc.), this Contractor will provide, maintain, and enhance tools and automated interfaces for data collection and configuration, including a web-based operator entry interface. MTC intends to procure a separate contractor for operational services to provide staffing, including a supervisor and operators, for the 511 and Express Lane Programs. This will include 511 operator staff to help collect and disseminate traveler information.

APIs & Data Feeds

The Contractor (A) will maintain and provide data via various Application Programming Interfaces (APIs) and data feeds (B), in the form of Contractor provided/developed and pre-existing MTC developed APIs, to the various 511 dissemination platforms. This includes APIs (#9) to power the 511 IVR phone system (D) operated by the Contractor, and APIs (#10, #13) to power features/tools operated under the 511 Web Services Contract, including the 511.org website (C) and the regional Electronic Transit Information Displays (eTIDs). A group of transit, parking, traffic, and other data APIs and bulk data feeds will also be disseminated to third party developers via the Gateway system (#11) operated by the Contractor (A). User profile APIs (#12) will enable third party developers to register with the Gateway system via the 511.org Developer Resources page.

Data (B) to be provided by the Contractor for 511 dissemination tools and/or external developers includes, but is not limited to the following types/sources/formats of data shown in Table 2, below.

Table 2: Data to be Provided by Contractor

Type of Data	Collection	Dissemination (Recipient)
Static Transit Service and eTID Configuration Data	Transit agency service data provided via Transit Data Manager tool	Data APIs (511.org) Data APIs (external users) Data APIs for eTIDs GTFS
Real-time transit data	Transit agency real-time data via JMS protocol.	Data APIs (511.org and IVR) SIRI data APIs (external users & eTIDs) GTFS-Realtime
Traffic speeds	Data feed from 3 rd party speed vendor (provided by Contractor)	Data API (IVR)
Traffic incidents	CHP CAD interface (provided by Contractor)	Open511 APIs (511.org, IVR & external users)
Special events	Input from 511 Operators into web-based interface (provided by Contractor)	Open511 APIs (511.org, IVR & external users)
Roadway construction	Caltrans Lane Closure System interface (provided by Contractor)	Open511 APIs (511.org, IVR & external users)
Real-time parking availability	SFpark data via JMS protocol.	Parking APIs (511.org, IVR & external users)
Static parking information	SFpark data via JMS. Transit station and Park and Ride data from XLS via JMS.	Parking APIs (511.org, IVR & external users)
User accounts	User login and preferences for personalized services.	MY 511 APIs (511.org, IVR)
Developer accounts	Developer profile and token for data API/bulk feed access.	APIs (Developer Resources on 511.org)
Highway and bridge toll	Express Lane data via JMS protocol.	In progress Open511 APIs
HOV lanes	XML formatted data via JMS protocol.	

511.org Website

The new 511.org website (C) will be designed, developed, operated, maintained, and hosted by Civic Resource Group under the 511 Web Services Contract. In order to deploy a multi-modal trip planner tool on 511.org, MTC intends to directly enter into a license agreement with Google Inc., to receive the Google Maps and Directions APIs (#8). The 511.org website will consume data feeds supplied by MTC's contractors (#13, #15), and public/private third-party data providers (#16) to layer upon the Google base map to create a customized 511 SF Bay trip planning tool, along with other traveler information tools and content pages. These data feeds include information which 511 has provided historically (e.g., Caltrans camera feed & changeable message sign feed) as well as new information on shared mobility services, such as bike and car sharing.

511 IVR Phone Service

As part of the Integrated System (A), the Contractor will also be responsible for providing the 511 IVR phone system (D), including operations and maintenance, hosting, and future enhancements. MTC intends to use the licensed Google Directions API (#7) to power user-selected node-to-node driving times on the 511 IVR phone service, unless an alternative approach is proposed by the Contractor and approved by MTC. Contractor provided APIs (#9) will power other features on the IVR.

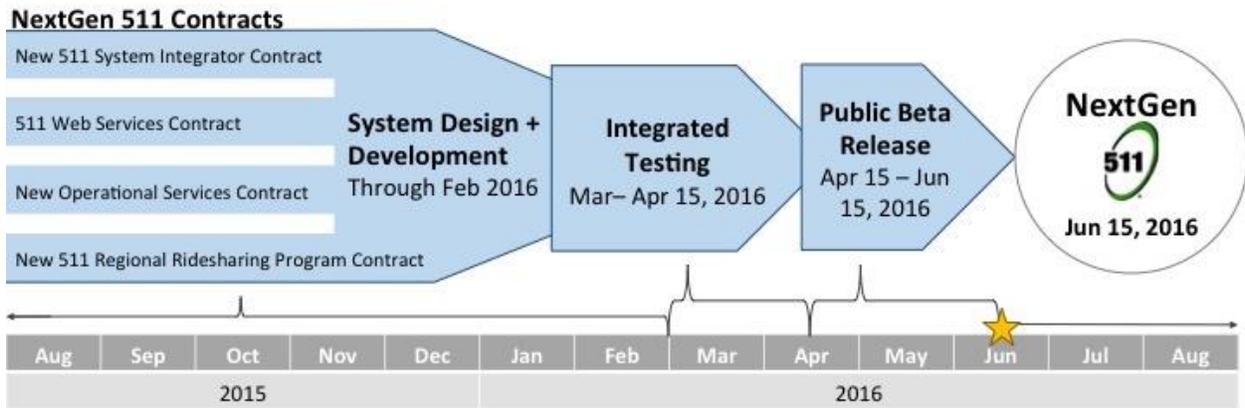
Personalization Services

Finally, the Contractor (A/B) will be responsible for securely maintaining personalization service (i.e., MY 511) data and APIs, including user login and account preferences, and generating push alerts (e.g., emails and text messages). Personalized information will be distributed via the 511 IVR phone system (D) and the 511.org website (C).

NEXTGEN 511 IMPLEMENTATION TIMELINE

As noted in the previous section, implementation and long-term operations of the NextGen 511 System will be the responsibility of multiple contractors. Design and development will generally take place during the first half of FY 2016, as shown in *Figure 3: NextGen 511 Implementation Timeline*. Contractors, working with MTC, will coordinate with each other to ensure that each contractor's efforts work toward a holistic, integrated system. Beginning in approximately February 2016, an integrated testing process will be initiated to verify that data flows correctly between systems to ensure accurate, reliable data to the end user. Following testing, a public beta release of the new 511.org website, 511 IVR phone service, and other new/updated dissemination tools will take place beginning in April 2016. MTC will receive public comments to guide final fixes and updates before the production launch in mid-June 2016.

Figure 3: NextGen 511 Implementation Timeline



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 must have a minimum of 3 years of experience in development, deployment, operations, and maintenance of 511 or other traveler information systems.
2. Proposer’s project manager must have a minimum of 5 years of experience in the field relative to the project responsibilities to which he/she will be assigned.
3. The proposer must have worked on at least 3 projects in which it provided similar services within the last 5 years.
4. The proposer must demonstrate thorough knowledge and experience in transit traveler information.
5. The proposer must have a designated local liaison for transit coordination.

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

A. Scope of Work

The scope of work for the project is provided in *Appendix A, Scope of Work*. The firm selected to enter into a contract (“Contractor”) will be expected to perform all work necessary to complete the scope of work. However, MTC reserves the right in its sole discretion to award less than all of the “new” and “existing” components discussed in *Appendix A, Scope of Work, Element II, Implement System* (see tables A-1 and A-2) and to award such components outside the scope of this procurement.

B. Period of Performance

MTC expects the work to commence on or about October 2, 2015, and to be completed no later than June 30, 2019. At MTC’s sole option, the contract may be extended for up to five (5) additional years in increments of MTC’s choosing for work contained in *Appendix A, Scope of Work*.

C. Budget

The budget for the upfront capital costs, ongoing operations and maintenance, and system improvements has not yet been determined. Cost effectiveness, cost allocation per project element, and overall price are part of the evaluation and contribute 20% to the overall score (see *Section VIII.C, Evaluation Panel and Evaluation Criteria*). Additional funding may be available in future Fiscal Years subject to approval of future MTC budgets.

D. Supporting Documentation

MTC is making available the following documents to help proposers understand the existing system components that the Contractor will assume, operate, and maintain. These documents are available on the MTC website at <http://procurements.mtc.ca.gov>. During project transition, the Contractor, if not the incumbent, will receive any information needed to further clarify the

information provided in the documents listed below, to successfully learn the system, and to become fully responsible for all project tasks.

1. System Documentation for existing 511 Real-Time Transit
 - a. 511 Real-Time Transit System Requirements (*1a Real-Time Transit System Requirements.pdf*)
 - b. 511 Real-Time Transit Extensible Markup Language (XML) Document Type Definitions (DTDs) for Java Message Service (JMS) Implementation (*1b XML JMS DTD.pdf*)
 - c. 511 Real-Time Transit Extensible Markup Language (XML) Document Type Definitions (DTDs) for Web Service Implementation (*1c XML Web Services DTD.pdf*)
 - d. 511 Real-Time Transit Agency Interface Using Java Message Services Acceptance Test Plan (*1d Transit Agency JMS ATP.pdf*)
 - e. 511 Real-Time Transit Agency Interface Using Web Services Acceptance Test Plan (*1e Transit Agency Web Services ATP.pdf*)
 - f. Proposed Transit Stop Naming Guidelines (*1f Proposed Transit Stop Naming.pdf*)
 - g. Software Functional Requirements Specification Document – Regional Real-time Transit Hub Signs (*1g Regional Real-time Transit Hub Signs Functional Requirements.pdf*)
 - h. 511 Transit and Real-Time Transit Roles and Responsibilities (*1h 511 Transit and Real-Time Transit Roles and Responsibilities.pdf*)
2. System Documentation for existing 511 Regional Transit Database
 - a. Regional Transit Information System / 511 Transit System Architecture (*2a Transit System Architecture.pdf*)
 - b. Regional Transit Information System / 511 Transit Data Architecture (*2b Transit Data Architecture.pdf*)
 - c. Regional Transit Information System / 511 Transit Data Operations (*2c Transit Data Operations.pdf*)
 - d. Regional Transit Database (RTD) Schema (*2d RTD Schema v4 Documentation.html*)
3. System Documentation for existing 511 Parking
 - a. System Requirements for Urban Partnership Program (UPP) 511 Parking (*3a Parking System Requirements.pdf*)
 - b. Detailed Design Document for Urban Partnership Program (UPP) 511 Parking Vendor Interface/Master Database Interface (*3b Parking Detailed Design Document.pdf*)
 - c. 511 Parking System Extensible Markup Language (XML) Document Type Definitions (DTDs) for Java Message Service (JMS) Implementation (*3c Parking XML JMS DTD.pdf*)
 - d. 511 Parking Vendor Information Guide (*5c 511 Parking Vendor Information Guide.pdf*)
4. Specifications for existing 511 Application Programming Interfaces (APIs)
 - a. Real-Time Transit API Reference (*4a Real-Time Transit API Reference.pdf*)
 - b. 511 Parking Web Services API Reference (*4b Parking API Specifications.pdf*)

- c. Developer Resources Redesign - Backend Integration Requirements Specification DRAFT (*4c Backend Developer Resources Requirements Specification DRAFT.pdf*)
 - d. Open 511 Data Exchange Specification Overview (*4d Open 511 Data Exchange Specification v1 – Overview.pdf*)
 - e. Open 511 Data Exchange Specification -Transit (*4e Open 511 Data Exchange Specification v1 - Transit.pdf*)
 - f. Open 511 Data Exchange Specification - Traffic (*4f Open 511 Data Exchange Specification v1 - Traffic.pdf*)
5. IVR Phone System Documentation
 - a. Current Reporting Requirements for existing IVR Phone System Reports (*5a Current Reporting Requirements for existing IVR Phone System Reports.pdf*)
 - b. Planned phone tree menu (to be implemented by current contractor in 2015) for existing 511 IVR phone system (*5b MTC 511 Call Flow Diagram.pdf*)
 6. System Documentation for the Transit Data Manager
 - a. Draft Concept of Operations (*6a Transit Data Manager Concept of Operations draft.pdf*)
 - b. High Level Requirements (draft to be provided via Addendum no later than June 2, 2015)
 7. 511 Operations Center
 - a. Equipment, hardware and software inventory (*7a 511 Operations Inventory.xls*)

IV. PROPOSERS' CONFERENCE AND REQUESTS FOR CLARIFICATION OR EXCEPTIONS

A Proposers' Conference will be held at 9:30 a.m. on Wednesday, May 27, 2015 at the Joseph P. Bort MetroCenter Building, 101 8th Street, Oakland, in the Claremont 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 MTC no later than 4:00 p.m. on Thursday, May 28, 2015, to guarantee a response or consideration. MTC reserves the right to reject any proposal that contains unauthorized conditions or exceptions.

V. CONSULTANT SELECTION TIMETABLE

9:30 a.m., on Wednesday, May 27, 2015	Proposers' Conference, at 101 8 th Street, Oakland, CA 94607, Claremont Conference Room
4:00 p.m., on Thursday, May 28, 2015	Closing date/time for receipt of requests for clarifications/exceptions

No later than three (3) business days prior
to the date proposals are due.

Deadline for protesting RFP provisions

4:00 p.m., Tuesday, June 23, 2015*

Closing date/time for receipt of proposals

Week of July 13, 2015*

Interviews/Discussions (if held)

Thursday, August 6, 2015*

Date for receipt of Best and Final Offers
(if required)

Friday, September 11, 2015*

MTC Operations Committee Approval

**Interview, award and approval dates are approximate 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 fifteen (15) copies, as well as one electronic PDF version, of their proposal by **4 p.m. on Tuesday, June 23, 2015. Submission of an electronic copy of the proposal without hard copies will not satisfy the submission requirement. No proposals submitted solely by email and no faxed proposals will be considered.**
2. Proposals are to be addressed as follows:

511 SF Bay System Integrator, Data Management & Dissemination,
and Interactive Voice Response Phone System Request for Proposals
Attention: Janet Banner
101 8th Street, 3rd Floor Receptionist
Oakland, CA 94607
3. Proposer's name and return address must also appear on the package.
4. Proposals will be received only at the address shown above and **no later than the date and time indicated**. MTC is not responsible for deliveries delayed for any reason. Any proposals received after said date and time or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened.
5. All proposals, whether delivered by an employee of the Proposer, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address **prior to or no later than the time designated**. The timestamp located on the 3rd floor at the receptionist desk shall be considered the official timepiece for the purpose of establishing the time of receipt of proposals.
6. Proposer agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of a proposal.
7. A signed proposal submitted to MTC in response to this RFP shall constitute a binding offer from Proposer to contract with MTC according to the terms of the proposal for a period of 180 days after the proposals are due to MTC.
8. A proposal may be withdrawn at any time before the date and time when proposals are due by submitting a written request for its withdrawal to the MTC Project Manager.
9. This RFP does not commit MTC to award a contract or to pay any costs incurred by any Proposer in the preparation of a proposal in response to this RFP.
10. Only one proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.
11. MTC reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information or revisions to offers, and negotiate with any or all Proposers.

12. MTC reserves the right in its sole discretion not to enter into any contract as a result of this RFP.
13. If the selected Proposer fails to enter into a contract with MTC in a timely manner as determined by MTC, in accordance with the terms and conditions of this RFP, MTC reserves the right to reject the proposal and enter into a contract with the next highest scoring Proposer.
14. Online Vendor Registration is required to be eligible for contract award. Proposers should visit <http://procurements.mtc.ca.gov/Vendors/vendor-information.html> to register in the MTC Vendor Database.
15. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of Central Contractor Registration / Federal Agency Registration (CCR/FedReg), Online Representations and Certifications Application (ORCA), and Excluded Parties List System (EPLS). Firms submitting proposals for contracts with federal funds must register on the SAM website at <https://www.sam.gov/portal/SAM/##11> prior to proposal submission.

VII. FORM OF PROPOSAL

Proposals must be signed in ink and include a statement that the person or persons signing the proposal is/are authorized to authorize and submit the proposal on behalf of the Proposer. Page limits, where specified, are for single-sided print. All body text must be in 12 pt. font. Proposers must use named tabs/section dividers with letter and section name to organize the proposal. 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 MTC's sole discretion.

Each proposal must include the following:

A. Transmittal Letter (2 pages maximum)

Proposals must include a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm and containing the name and telephone number of a contact person, if different from the signatory. Indicate whether there are any conflicts of interest, actual or apparent, that would limit the Proposer's ability to provide the requested services and describe the plan for mitigating such conflicts. Acknowledge the receipt of this RFP and any Addendum to the RFP. Indicate that the proposal is a firm offer to enter into a contract to perform work related to this RFP for a period of 180 days from the due date for proposals and/or Best and Final Offer (BAFO), if necessary.

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 (5 pages maximum)

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

1. A discussion of the project's purpose;
2. Your understanding of MTC's NextGen 511 goals and objectives and their relationship to the Scope of Work;
3. A summary of proposed approach, including how it meets MTC's NextGen 511 goals and objectives;
4. The assumptions made in selecting the approach; and
5. What you see as the biggest challenges and opportunities for the program in the next three years.

E. Work Plan

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

1. Discuss how the Proposer will perform the identified tasks. Identify the 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 Proposer believes necessary to accomplish the project goals. 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 MTC, Proposer staff, and subcontractors, if any.
3. Describe your 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 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.

While the proposed work plan should address all Scope of Work tasks and the above items, MTC is also particularly interested in how the Proposer will address the following:

Element I, Project Management, Coordination, and End of Contract Transition

1. Describe the procedures and processes that you have and will use to do project planning, project administration, project coordination and management. Discuss the benefits of your approach and how that will impact the outcomes of the project.
2. Describe your approach to coordinating with other MTC 511 contractors to ensure an integrated overall NextGen 511 System.

Element II, Implement System

1. Describe how your new components utilizing COTS, SaaS, or open systems will achieve the NextGen goals and objectives described earlier.
2. Describe the timeline to design, build, test, and implement the components of the New System and how you will deliver the new system within this timeline. Explain your staffing levels during the development of the system as well as continued ongoing support for the project. Explain your approach to coordinating with other MTC 511 contractors to ensure an integrated overall NextGen 511 System. Provide examples of relevant past experience as it relates to your approach.
3. Describe the timeline to design, test, transition, and assume the elements of the Existing System and how you will transition the existing system within this timeline. Explain your staffing levels during the transition of the system as well as continued ongoing support for the project. Explain your approach to coordinating with other MTC 511 contractors to ensure an integrated overall NextGen 511 System. Provide examples of relevant past experience as it relates to your approach.
4. Discuss strategies or approaches to reduce project costs and/or make the project more cost-effective, e.g., changing, scaling down, streamlining, optimizing or eliminating certain features or functions; changing the approach to certain tasks; or altering or eliminating tasks within the Scope of Work. Describe how these strategies or approaches would impact MTC's program goals. Describe the trade-offs associated with the cost-cutting strategies, the magnitude of costs that could be saved, and your level of confidence that the strategies would be effective.
5. For the IVR Phone System, describe the proposed hosting solution, IVR platform, telecommunications provider, and text-to-speech engine. Describe your proposed approach to using concatenated human speech, text-to-speech, and/or possible hybrid solutions. Also describe your proposed approach for implementing cost effective multilingual services for Spanish, Mandarin, and Cantonese.

Element III, Operations and Maintenance

1. Discuss how you will coordinate locally-based and non-locally based project team members so that all members have a full understanding of what is occurring with the project and how their individual tasks impact work being conducted by other team members and other contractors. Discuss how non-locally based teams are available, responsive and will have a full understanding of the need to respond to operational

issues. In accordance with the requirements in *Appendix H, Preliminary Requirements*, specify your firm's response time commitment to: 1) respond to real-time operational issues; 2) notify MTC of operational issues; 3) rectify the operational issues; and, 4) provide a post-mortem report which identifies the causes of the issues and the solution implemented.

Element IV, System Improvements

1. Describe how you will stay informed of industry trends and propose how you will provide guidance to MTC about changing technology, innovations, and keeping 511 relevant and technologically up-to-date.
2. Describe improvements to your system that you implemented over the last three years and provide a roadmap that describes enhancements to your system that you plan for the next three years. For past improvements, describe how they have been funded and where they have been deployed. How do you plan to implement enhancements that are shared across multiple deployments?
3. Describe how your business model provides for continual improvement and innovation in response to changing technology and customer expectations.

Element V, Emergency Response

1. Discuss your understanding and approach to performing the tasks in the scope of work. Discuss how you will staff the emergency response effort, including use of local and non-local team members.

Element VI, New Contractor Responsibilities

1. Describe your capability to take on any or all of the responsibilities identified in *Appendix A, Scope of Work*, and previous experience in these areas.

F. Requirements

This RFP and the related attachments contain software functionality and system requirements for the Integrated System. The Proposer is required to respond to every requirement in *Appendix H, Preliminary Requirements*, regardless of the requirement category designation. The RFP contains the following requirement categories: Mandatory, and Desired:

- Mandatory – This requirement should be met with a “Currently Meet” or “Will Meet” response in order for the Proposer’s proposal to be considered technically responsive to the RFP. Mandatory requirements and the Proposer’s approach to satisfying Mandatory requirements will be considered in the evaluation process. Mandatory requirements with a “Will Not Meet” response will be considered a deficiency.
- Desired – This requirement describes services and software that MTC prefers, but the Proposer is not obligated to propose. Desired requirements and the Proposer’s approach to satisfying Desired requirements will be numerically scored and considered in the evaluation process.

Each requirement must be answered with one of the following responses: Currently Meet, Will Meet, or Will Not Meet.

- Currently Meet – A “Currently Meet” response indicates that the Proposer currently can provide software or services that meets the requirement without additional software development. The software or services must be owned by the proposing team, or the proposing team has rights to the software or services.
- Will Meet – A “Will Meet” response indicates that the Proposer can provide software or services that meets this requirement at the launch date. The Proposer should be clear if an existing component will be configured or modified to work with MTC systems or if a new module will be developed to meet the requirement. If a “back end” component can be used without modification but a new “front end” component will be developed, please indicate this in your response.
- Will Not Meet – A “Will Not Meet” response indicates that the Proposer will not provide software or services that meets this requirement. The Proposer should provide a brief justification where appropriate.

Proposers are encouraged to supply additional information (narrative and screen captures, where applicable) with each response to improve the ability of MTC to evaluate the quality of your response.

G. Qualifications and References

MTC strongly encourages the formation of Proposer teams to respond to this RFP and to provide these services. The 511 SF Bay program’s unique breadth and depth, relationship to multiple regional partners, and emphasis on local content provides an opportunity for firms to partner and take advantage of each firm’s specializations and strengths.

1. Describe the firms on the team (including the prime Contractor, subcontractors and/or joint venture partners), including location of offices and headquarters, number of employees, number of years in business, number of years the firm has been profitable, and areas of business. Describe the roles of the subcontractors, their specific responsibilities and how their work will be supervised and coordinated. Describe where the firms on the team have worked together before, if applicable.
2. Describe proposed team’s qualifications to meet or exceed the requirements set forth in Section II, Proposer Minimum Qualifications. Identify the personnel, including subcontractors’ personnel, whose expertise or experience addresses each of the specified needs. Describe how the firms that comprise the Proposer team will meet the varied and specific needs of 511 SF Bay. Proposers are welcome to identify and provide examples of any other qualifications they feel are critical to the successful completion of the Scope of Work attached as *Appendix A*.
3. Identify key personnel (including subcontractor personnel) and briefly discuss individual qualifications to perform each task. Key personnel resumes should be provided in an appendix and should not exceed two pages each. Identify which staff will be local and which will be based outside of the San Francisco Bay Area.
4. Provide a succinct description (one page maximum per project) of up to five previous projects similar to the Scope of Work attached as *Appendix A*, indicating the project title, duration, your firm’s role, the total project budget and your firm’s portion, sponsoring agency and sponsor project manager, the contractual relationship with the

sponsoring agency, 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.

5. Describe relevant experience in providing an IVR phone system, systems/data integration, and APIs for government or large private sector companies. Proposal shall cite the type of services offered and solutions provided to these customers.
6. Explain how your team, including subcontractors' personnel, meets the "thorough knowledge and experience in transit traveler information" minimum requirement.
7. Provide samples of Systems Engineering documentation for software development, including at least one each of the following: Concept of Operations, System Requirements, Software Design, and User Acceptance Test plan. The samples must have been prepared by key members of the Proposer's team and should identify the authors. Only one copy of each sample is required, and the samples will be returned after proposal evaluation, upon request. The samples will be considered in evaluating firm and staff expertise and experience, and written presentation effectiveness.
8. Provide access to IVR phone systems through backdoor phone numbers and demo accounts of administration and operator interface tools developed by your team.
9. Provide a list of references (including references for subcontractors) and their contact information.
10. 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.

H. Cost Proposal

Based on the tasks and staffing plan described in response to *Section VII, Form of Proposal, E. Work Plan* listed above, provide a breakdown of the expected expenditures of funds for each task in each Element, by Fiscal Year, contained in *Appendix A, Scope of Work*. The budget should include, but is not limited to, a task budget and a line item budget with billing rates for each Fiscal Year, where applicable. *Appendix B, Cost Proposal* is comprised of six templates that Proposers shall use in providing a breakdown of expected expenditures.

1. *Appendix B-1, Cost Allocation and Pricing Summary*: Provide a summary of costs by element, sub-element, and task for all three years of the contract period. This sheet specifies payment type by element, sub-element, and tasks.
2. *Appendix B-2, Rate Breakdown*: Provide billing rates for all key personnel and supporting staff. Proposers are expected to fill in actual hourly rates for key personnel, average hourly rates for other staff, fringe benefit/labor overhead percentage, G&A percentage, percentage fee profit, fully burdened rate, effective dates (generally by contract year), and proposed escalation increase.
3. *Appendix B-3, Cost by Task (Time and Materials)*: Provide a cost breakdown for work that shall be charged as specified in *Appendix B-1* as time and materials by element, sub-element, and task for all three years of the contract period.
4. *Appendix B-4, Cost by Task (Firm Fixed Price)*: Provide a cost breakdown for work that shall be charged as a firm fixed price as specified in *Appendix B-1* by element

and scope component for all three years of the contract period. Under the “Proposed Payment Structure” column, please provide details on your proposed payment structure indicating deliverables numbers, and the deliverable dates.

5. *Appendix B-5, Phone System Costs*: The phone system costs for Element IV, Operations and Maintenance, should be set forth in the tables provided in *Appendix B-5, 511 Phone System Costs*. If the proposal is for a fixed-fee phone system, the cost of which is not based upon the usage of the phone system, it should be indicated at the bottom of *Appendix B-5*.
6. Costs outlined in Appendices B-3, B-4, and B-5 must be included in Appendix B-1.
7. *Appendix B-6, Cost and Price Analysis Form*: A line item budget should be submitted for each phase of the project. The line item budget should present a breakdown of costs by cost categories, including billing rates for key personnel and job classifications. The line item budget should be set forth on the *Cost and Price Analysis Form* attached as *Appendix B-6* to this RFP. A line item budget should also be submitted for proposed sub-consultants with contracts estimated to exceed \$25,000. The line item budget for firm fixed price elements, sub-elements, and tasks is requested for evaluation purposes only; payment shall be based on receipt of deliverables satisfactory to MTC.
8. Proposers must submit all templates that comprise *Appendix B, Cost Proposal*, fully completed. Proposers may submit additional budget information as appropriate.
9. Please include information (date and outcome) on the Proposer’s most recent pre-award audit, if applicable.

I. California Levine Act Statement

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

J. Insurance Provisions

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

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

K. Taxpayer Identification Number and Certification

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

L. Federal Requirements

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

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

M. 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*).

N. Financial Responsibility

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

O. Bid Bond

Proposals must be accompanied by a bid guaranty in the form of a cashier's check, a certified check, or a bid bond executed by an admitted surety insurer ("Best Guide rating of "A+10" rating or better"), in the amount of 10% of the bid amount, payable to MTC. Such check or bond shall be given as a guaranty that the Proposer will, within ten (10) days of being requested to do so by MTC, enter into a contract and provide the required performance bond. If a bid's bond is furnished, it must conform to one of the forms provided with the bid documents. Formats for bid guarantees are included in this RFP as *Appendices I-1* and *I-2*.

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

P. Performance Bond in the amount of 100% of the total contract amount, to guarantee faithful performance of the work under the Contract. The bond shall be annually renewable, with renewal automatic unless ninety (90) days prior to renewal MTC receives written formal notice by registered mail from the surety of its intent not to renew. Should a replacement bond, or other security acceptable to MTC not submitted within 30 days of notice contractor, and its surety, shall be in default of the contract. If the default is not cured within thirty days (30) then MTC shall have the right to terminate the Agreement, and the contractor and its surety shall be liable for all costs associated with the termination and securing a replacement contractor, up to the penal amount of the bond.

Performance Bond shall be issued by a surety company(ies) acceptable to MTC with a Best Guide Rating of A7 or better, listed in Circular 570: Federal Treasury Listing of Qualified

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

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

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

See Appendix I-3 for Performance Bond form.

VIII. PROPOSAL EVALUATION

A. *Verification of Minimum Qualifications*

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

B. *Review for General Responsiveness*

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

C. *Evaluation Panel and Evaluation Criteria*

Responsive proposals will then be evaluated by an evaluation panel of MTC staff, with guidance provided by technical advisors from partner agencies. The evaluation of the proposals shall be within the sole judgment and discretion of the evaluation panel.

All contact during the evaluation phase shall be through the MTC Project Manager only. Proposers shall neither contact nor lobby any evaluation panel members during the evaluation process. Any attempt by Proposer to contact and/or influence members of the evaluation panel may result in disqualification of Proposer.

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

1. Lead firm and team qualifications, references, experience with similar systems and key personnel assigned to the project (30%)
2. Approach to scope, work plan, resource availability, and resource allocation (25%)
3. Cost effectiveness, cost allocation and overall price (25%)
4. Response to the categories in *Appendix H, Preliminary Requirements* (15%)
5. Communications - written and verbal (5%)

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 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 45 minutes consisting of an overview of its approach to the Project as well as any other aspect of the proposal, if requested by the MTC Project Manager.

E. Request for Best and Final Offer

Following discussions, if held, some Proposers on the "short list" may be given the opportunity to revise their written proposals to address the concerns raised during discussions through issuance by MTC of a Request for Best and Final Offer (BAFO). MTC reserves the right to modify the scope of work in Appendix A during the BAFO process. Following receipt of the BAFOs, the evaluation panel will evaluate the BAFOs against the evaluation criteria.

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

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

IX. GENERAL CONDITIONS

A. Award

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

B. Contract Arrangements

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

The selected 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* and provide a performance bond as provided in Appendix I-3 within ten (10) days of MTC's notice that it is the successful Proposer. Requests to change MTC's insurance/bond requirements should be submitted on or prior to

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

The contract resulting from this RFP will be a combination of firm fixed price and time and materials, with payment based on MTC's receipt and acceptance 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 to the selection of a particular Proposer on the grounds that MTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

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

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

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

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

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

D. Public Records

This RFP and any material submitted in response to this RFP are subject to public inspection under the California Public Records Act (Government Code §6250 *et seq.*), unless exempt by law. Other than proprietary information or other information exempt from disclosure by law,

the content of proposals submitted to MTC will be made available for inspection consistent with its policy regarding Public Records Act requests.

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

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

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

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

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

E. Key Personnel

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

F. Conflicts Of Interest

By submitting a proposal, the Proposer represents and warrants that no commissioner, officer or employee of MTC is in any manner interested directly or indirectly in the proposal or in the contract that may be made under it or in any profits expected to arise therefrom, as set forth in California Government Code Section 1090.

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

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

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

G. Personally Identifiable Information

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

H. Pre-Award Audit

Federally funded contracts in excess of one million dollars (\$1,000,000) require a pre-award audit. The pre-award audit examines the Proposer's accounting, estimating, administrative systems, proposed costs, financial condition, and the proposed contract language.

I. Web-Based Communication

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

APPENDIX A, SCOPE OF WORK

The Contractor is responsible for conducting all tasks and subtasks herein this Scope of Work. MTC reserves the right in its sole discretion to award less than all of the “new” and “existing” components discussed in *Appendix A, Scope of Work, Element II, Implement System* (see tables A-1 and A-2) and to award such components outside the scope of this procurement.

Element I: Project Management, Coordination, and End of Contract Transition

A. Project Administration

1. Prepare and submit monthly invoices within 30 days of the end of the billable month. Invoices shall include the following information by task:
 - Original budget
 - For Time and Materials Elements, Sub-Elements, and Tasks:
 - Hours and dollars (by employee) billed for the current month,
 - Dollar amount invoiced to date,
 - Remaining budget,
 - Percentage of the work completed, and
 - Estimated cost to complete for budget items.
 - For Firm Fixed Price Elements, Sub-Elements, and Tasks:
 - Deliverable Number
 - Amount due
2. Submit monthly progress reports to MTC along with the monthly invoice. Each monthly progress report shall include the following information:
 - A summary of the Design, Development and Deployment activities that occurred during the month,
 - A summary of the Operations and Maintenance (O&M) activities that occurred during the month,
 - Optimizations & Enhancements project status including scope, schedule, deliverables, and budget adherence, and
 - DBE utilization (shall be submitted via a web-based system designated by MTC).
3. Report issues related to scope, schedule, deliverable, and budget adherence to MTC as soon as issues require or at the project status meetings (whichever comes first).
4. Conform to the 511 Privacy Policy (available at http://www.511.org/copyright_items/privacy.asp) when performing all contract activities. Conduct staff training to ensure that all Contractor staff are aware of and expected to support the 511 Privacy Policy.
5. Maintain auditable records of all project agreements, finances, project reports, and technical documents.
6. Maintain a web-based document storage system (e.g., KnowledgeTree). Store project documents, including all correspondence sent by the Contractor concerning the Project, in folders organized following the SOW task organization. Provide access to allow MTC staff to see and manage documentation as necessary.

7. Maintain all project documentation in the web-based document storage system. Define a naming system so that the most current version of a document can be easily identified. Update and/or provide additional system documentation whenever system changes require and complete the update/addition within one month of change.
8. Track technical issues with web-based bug-tracking software (e.g., Bugzilla). Provide access to allow MTC and Contractor staff to manage and understand issues, fixes, assignments, level of effort, next steps, etc.
9. Provide and maintain a configuration management tool (e.g., SubVersion).
10. Update and maintain the Equipment and Software Inventory Database and produce a list of all equipment and software per the functional requirements in *Appendix H, Preliminary Requirements*. Maintain the list in the web-based document storage.
 - a. Affix MTC property labels to all MTC purchased equipment.
 - b. Affix MTC bar-coded labels to all MTC purchased equipment costing more than \$5,000 and provide the equipment description and label number to MTC Project Manager.
 - c. Maintain all equipment and software user manuals.

Acceptance of deliverables or completion of milestones are only constituted by written approval and acceptance by the MTC Project Manager.

Deliverable #	Deliverable	Frequency
I.A.1	Monthly Invoices	Monthly within 30 days of the end of the billable month
I.A.2	Monthly Progress Reports, including DBE Utilization Forms	Monthly within 30 days of the end of the billable month
I.A.3	On-time or renegotiated schedule or deliverables; under/on-budget invoicing or renegotiated budgets	Ongoing; renegotiated as needed
I.A.4	Emails/documentation to the MTC Project Manager about staff privacy policy trainings: schedule, agenda, attendance, etc.	Whenever changes are made to the privacy policy and not less than annually
I.A.5	Project records	Upon request
I.A.6	Updated, maintained document storage system	Ongoing
I.A.7	Updated project documentation in document storage system	Within two months of any system change
I.A.8	Updated, maintained bug-tracking software	Ongoing
I.A.9	Updated, maintained configuration management tool	Ongoing
I.A.10	Updated, maintained, equipment/software inventory	By 3/1/2016; Update every six months

B. Project Coordination

1. Coordinate team members to provide consistent staffing resources, maintain effective communications within the team, and ensure that changes to the project are well planned and coordinated.
2. Prepare for and lead project status meetings with MTC project staff.
3. Prepare for, lead, and/or participate in coordination meetings with other MTC 511 contractors.
4. Prepare for, lead, and/or provide support to MTC at Technical Advisory Committee (TAC) meetings.

Acceptance of deliverables or completion of milestones are only constituted by written approval and acceptance by the MTC Project Manager.

Deliverable #	Deliverable	Frequency
I.B.1	Effective project team	On-going
I.B.2	MTC – Contractor project status meetings	As needed and determined by MTC
I.B.3	Contractor coordination meetings	As needed and determined by MTC
I.B.4	Technical Advisory Committee meetings	As needed and determined by MTC

C. Performance Monitoring

1. Maintain and operate phone usage tracking process(es) and online tool(s) to track usage of the 511 phone system and data feeds.
2. Maintain and generate a standard set of reports and/or reporting functions documenting usage of the 511 phone service and data feeds according to the functional requirements provided in *Appendix H, Preliminary Requirements*.
3. Maintain the “Reporting Requirements Document” in the web-based document repository documenting the different reports that can be, or are, generated including a summary of the report content, its purpose, whether it is produced on a regular basis, how frequently it is produced, and its primary audience.
4. Notify MTC’s designated point of contact, via email within 15 minutes and via phone within 30 minutes of the discovery of any major or total system failure, 511 feature outage or cyber-attack that occurs Monday through Friday during normal business hours (7 am – 6 pm PST), or within one hour via email and phone during non-business hours. The initial notification may come from any Contractor team member (e.g., a system administrator) with updates to come from a member of the Contractor project management team. These updates will occur on an hourly basis during normal business hours or as new information becomes available during non-business hours. For the purposes of calling MTC, Contractor shall follow the phone tree list contained within the latest version of the phone tree contact list link contained in the TIC Emergency Operations Manual (maintained by MTC on Google Drive).
5. Once the system failure or 511 feature outage is resolved, and for any system or feature under the control of Contractor, within 5 days, provide a ‘post-mortem’ report detailing the root cause(s), actions taken by Contractor and recommended actions to prevent

similar failures or outages in the future. For any systems not under Contractor’s direct control (e.g., third party telecommunications provider), Contractor will work with its vendors or sub-consultants to provide the report as soon as possible, but will provide at least a summary report within five days detailing what is known, as well as efforts to secure a post-mortem report from the third party vendor.

6. Provide reports following the aftermath of “events” - circumstances that cause out-of-the-ordinary 511 usage. An event could be a usage spike due to weather, a planned transportation system disruption, or an emergency.
7. Independent of, and in addition to, MTC or third-party performance monitoring, monitor system performance as a tool to support continuous project improvement.

Deliverable #	Deliverable	Frequency
I.C.1 & 2	A standard set of comprehensive 511 Data Dissemination Statistics reports per the functional requirements.	Weekly and Monthly; provided with the monthly progress report; or on-demand for different time intervals.
I.C.1 & 2	Monthly Trend Analysis and Conclusions about phone usage, Annual Trend Analysis and Conclusions about phone usage.	Monthly – part of monthly progress report. Annually – due by July 31 st each year.
I.C.3	Reporting requirements document.	Update as needed.
I.C.4	Email and Phone Notification of system failure or feature outage. Updates from Contractor project management.	As needed, via email within 15 minutes and via phone within 30 minutes of the discovery of any major or total system failure during normal business hours (7 am – 6 pm PST) , or within one hour outside of normal business hours. Updates to occur on an hourly basis during business hours, and as needed outside of business hours.
I.C.5	A ‘post-mortem’ report detailing the root cause(s) of failure and/or outage, and recommended actions.	As needed, within 5 days of resolution of failure/outage for systems under Contractor direct control.
I.C.6	Event reports.	Following events.
I.C.7	Monitor system performance as a tool to support continuous project improvement	On-going

D. End of Contract Transition

(Subtasks 1 – 3 apply only if a new contractor team is selected at the end of this contract term in FY 19)

1. If requested by MTC, provide a transition plan in accordance with the transition terms of the Agreement.
2. Prepare all documents requested by MTC needed to support the preparation of the next Request for Proposal for a new systems integrator (i.e., FY19).
3. Work with future project contractor(s) for at least one (1) month and not longer than six (6) months to transition project responsibilities at the end of the contract period, including providing all necessary technical and procedural training, in accordance with the transition terms of the Agreement.

Acceptance of deliverables or completion of milestones are only constituted by written approval and acceptance by the MTC Project Manager.

Deliverable #	Deliverable	Frequency
I.D.1	Finalized transition plan & training	December 1, 2018
I.D.2	Documents necessary to develop next procurement	Once; As early as July 1, 2018
I.D.3	Successful transition to the next contractor	Once; As early as January 2019. Any transition work beyond 6/30/19 will be through contract amendment.

Element II: Implement System

The Contractor shall provide and be responsible for the following components outlined in *Table A-1, New System to be Provided, Requiring Minimal Customization* per the system requirements as defined in *Appendix H, Preliminary Requirements*.

“New” systems and/or components shall be defined as systems and/or components that are new to 511 SF Bay, including systems and/or components that the Contractor will immediately provide as well as systems/components that the Contractor will develop.

“Existing” systems and/or components shall be defined as systems and/or components that are preexisting to 511 SF Bay that the Contractor will assume, operate, and maintain.

The “Integrated System” includes both components that the Contractor will operate, maintain, and enhance (the New System) AND, the MTC provided system, i.e., the Existing 511 SF Bay System components to transition and assume.

Table A-1: New System to be Provided, Requiring Minimal Customization

Scope Component	Description of Scope	Category
Interactive Voice Response (IVR) Phone System	The Contractor shall provide an IVR phone system to replace MTC’s existing 511 phone service. The phone system shall provide information on traffic conditions, driving times using the Google Directions API, transit/real-time transit, carpooling/vanpooling, commuter benefits, bicycling, express lanes, and parking, along with transfers to partners, floodgates/emergency messaging, and customer feedback options. The IVR phone system shall also provide the option for the caller to save and receive personalized information. The Contractor shall provide multiple language assistance on the phone after reviewing options with MTC.	Required
Traffic Data	The Contractor shall provide traffic data, including traffic speeds and slowdowns, incidents, construction, and events by utilizing automated interfaces to a 3 rd party speed provider, the California Highway Patrol Computer Aided Dispatch (CHP CAD), and the Caltrans Lane Closure System (LCS).	Required
Operations Center Operator Entry Software	The Contractor shall provide a web-based interface to be used by the 511 Operations Center to enter/edit traffic and transit events, alerts, tickers, floodgates, etc. The interface shall allow for configurable manual and automated modes of operation.	Required
APIs	The Contractor shall use industry standardized APIs to provide data for 511 dissemination features and developer data feeds.	Required
Personalized Services	The Contractor shall operate and maintain personalized services via a user management database and APIs that expose user account information to the 511.org website and 511 IVR phone system. The Contractor shall operate and maintain personalized	Required

	features on the 511 IVR phone system.	
Mobile App	The contractor shall provide a mobile application for iOS and Android platforms, able to be customized and white-labeled to the established look of 511.org.	Optional

The Contractor shall also transition and assume multiple components of the existing 511 system. The Contractor shall be responsible for the following components outlined in *Table A-2, Existing 511 SF Bay System Components to Transition and Assume*, per the system requirements as defined in *Appendix H, Preliminary Requirements*.

Table A-2: Existing 511 SF Bay System Components to Transition and Assume

Scope Component	Description of Scope	Category
Real-Time Transit	The Contractor shall operate and maintain the real-time transit system that collects and processes agency-provided configuration, departure, and arrived status data to power dissemination features, GTFS-realtime feeds, and APIs.	Required
Regional Transit Database (RTD)/Static Transit	The Contractor shall operate and maintain the Regional Transit Database that stores agency-provided static transit data and data services that disseminate static transit information through GTFS feeds and APIs.	Required
Transit Data Manager with eTID (a.k.a., Hub Sign) Configuration Tool	The Contractor shall operate and maintain the transit data manager, a web-based tool that allows transit agencies to either load GTFS/GTFS+/XML data or manually maintain schedule and other static data in RTD. The eTID configuration tool in the Transit Data Manager will allow transit agencies to manage content on the hub and flap signs of the 511 system.	Required
Regional Parking Database	The Contractor shall operate and maintain the regional parking database and services to power dissemination features and real-time and static parking APIs.	Required
Gateway for APIs & data feeds	The Contractor shall operate and maintain the Gateway system that exposes all data APIs and feeds to data consumers. The Gateway system is comprised of a user management database in PostgreSQL and APIs that expose user information to the 511.org website.	Required
511 Operations Center Hardware & Administration	The Contractor shall maintain existing equipment, systems, and software needed to operate the 511 Operations Center.	Required

A. Concept of Operations/Refine System Requirements—New and Existing Systems

1. Prepare a draft high level Concept of Operations - Part 1 for the New System Requiring Minimal Customization to address/identify/confirm stakeholders, needs, and expectations; the vision of what the system will do; and how/where the system will operate, under what environment, and how it will be supported. The Contractor shall use existing documentation of their system as a starting point for developing the Concept of Operations - Part 1 for the New System.
 - a. The Concept of Operations shall, at a high level, discuss how this work can be verified, the requirements to be tested, the test environment, the input sources, the expected outputs, and methods of testing.
 - b. The Concept of Operations shall enable MTC and the Contractor to prove traceability and demonstrate how the requirements meet the needs of the system.
 - c. The Concept of Operations shall document the interfaces to and impact on the 511.org website.
2. Prepare a draft high level Concept of Operations - Part 2 for the Existing System to address/identify/confirm stakeholders, needs, and expectations; the vision of what the system will do; and how/where the system will operate, under what environment, and how it will be supported. The Contractor shall use current documentation on the existing system as a basis. The Contractor shall review the existing documents and work with the current contractor to fully understand how to operate the existing MTC system components that the new Contractor will transition and assume.
 - a. The Concept of Operations shall, at a high level, discuss how this work can be verified, the requirements to be tested, the test environment, the input sources, the expected outputs, and methods of testing.
 - b. The Concept of Operations shall enable MTC and the Contractor to prove traceability and demonstrate how the requirements meet the needs of the system.
 - c. The Concept of Operations shall document the interfaces to and impact on the 511.org website.
 - d. The Contractor shall use current documentation on the existing system as a basis. The Contractor shall review the existing documents and work with the current contractor to fully understand how to operate the existing MTC system components that the new Contractor will transition and assume.
3. Based upon MTC feedback to the draft Concept of Operations Parts 1 and 2, prepare a final Concept of Operations for the Integrated System (new and assumed existing systems).
4. Prepare a draft System Requirements - Part 1 for the New System to document the technical elements that will need to be carried out to meet the needs identified in the Concept of Operations Part 1 for the New System. The Contractor shall use existing documentation of their system as a starting point for developing the draft System Requirements - Part 1 for the New System.
 - a. The System Requirements - Part 1 for the New System shall document the interfaces to and impact on the 511.org website.
5. Prepare a draft System Requirements - Part 2 for the Existing System to document the technical elements that will need to be carried out to meet the needs identified in the Concept of Operations Part 2 for the Existing System. The Contractor shall use

current documentation on the existing system as a basis. The Contractor shall review the existing documents and work with the current contractor to fully understand how to operate the existing MTC system components that the new Contractor will transition and assume.

- a. The System Requirements - Part 2 for the Existing System shall document the interfaces to and impact on the 511.org website.
6. Based upon MTC feedback to the draft System Requirements Parts 1 and 2, prepare a final Integrated System Requirements for the Integrated System (new and assumed existing systems).
7. Participate in meetings with MTC to discuss development of the Concept of Operations and System Requirements. Set up meetings and prepare meeting agendas, meeting materials, and meeting minutes.

For more information, refer to *Appendix H, Preliminary Requirements*.

Acceptance of deliverables or completion of milestones are only constituted by written approval and acceptance by the MTC Project Manager.

Deliverable #	Deliverable	Frequency
II.A.1	Draft Concept of Operations - Part 1: New System Components	Once
II.A.2	Draft Concept of Operations - Part 2: Existing System Components	Once
II.A.3	Final Integrated Concept of Operations	Once
II.A.4	Draft System Requirements - Part 1: New System Components	Once
II.A.5	Draft System Requirements - Part 2: Existing System Components	Once
II.A.6	Final Integrated System Requirements	Once
II.A.7	Scheduled meetings, meeting agendas, meeting materials, and meeting minutes	As needed

B. Systems Engineering Management Plan (SEMP) Inputs

The SEMP will address the management, planning, and development of the Contractor's Integrated System. The SEMP will be prepared by the 511 Technical Advisor Contractor with inputs provided by the Contractor.

1. Prepare a draft and final work breakdown structure.
2. Prepare a draft and final list of project milestone/deliverables/technical documents that will be delivered.
3. Prepare draft and final task control gates – critical activities/milestones to be completed before the next effort/task.
4. Prepare a draft and final master schedule – sequencing and duration of the activities of each task in the Work Breakdown Structure.
5. Review and provide feedback on the draft SEMP.
6. Participate in meetings with MTC to discuss development of SEMP inputs. Set up meetings and prepare meeting agendas, meeting materials, and meeting minutes.

Acceptance of deliverables or completion of milestones are only constituted by written approval and acceptance by the MTC Project Manager.

Deliverable #	Deliverable	Frequency
II.B.1	Draft and final work breakdown structure	Twice, as scheduled
II.B.2	Draft and final list of project milestones, deliverables, and technical documents that will be delivered	Twice, as scheduled
II.B.3	Draft and final task control gates	Twice, as scheduled
II.B.4	Draft and final master schedule	Twice, as scheduled
II.B.5	Review and feedback on draft SEMP	Once
II.B.6	Scheduled meetings, meeting agendas, meeting materials, and meeting minutes	As needed

C. System Design and Development (New and Existing Systems)

The System Design and Development shall provide for and include the design for the integration of the Contractor’s new and MTC’s existing components of the system, including identification of the data flow and relationships between the new system and with other subsystems (new or existing), as appropriate. This may include interfaces, data dictionaries, message sets, user interface design, and user interaction design. The System Design and Development shall specifically take into account the interfaces to and impact on the 511.org website. The Contractor shall identify what, if any, equipment needs to be installed. The Contractor shall follow National ITS Standards in the specification of the interfaces.

1. Prepare a draft Detailed System Design - Part 1: New System Components detailing the various components, objects, and user interface elements. The Contractor shall use existing documentation of their system as a starting point for developing the draft Detailed System Design Part 1: New System Components.
2. Prepare a draft Detailed System Design - Part 2: Existing System Components detailing the various components, objects, and user interface elements. The Contractor shall use current documentation on the existing system as a basis. The Contractor shall review the existing documents and work with the current contractor to fully understand how to operate the existing MTC system components that the new Contractor will transition and assume.
3. Prepare a final Integrated Detailed System Design.
4. Develop system components, objects, and user interface elements.
5. Prepare standalone draft API design documentation. As available, the Contractor shall use any current API documentation as a basis.
6. Prepare standalone final API design documentation.
7. Develop the necessary APIs to support communications between systems.
8. Participate in meetings with MTC to discuss system design and development. Set up meetings and prepare meeting agendas, meeting materials, and meeting minutes.

Acceptance of deliverables or completion of milestones are only constituted by written approval and acceptance by the MTC Project Manager.

Deliverable #	Deliverable	Frequency
II.C.1	Draft detailed system design - Part 1: New System Components	Once
II.C.2	Draft detailed system design - Part 2: Existing System Components	Once
II.C.3	Final Integrated detailed system design	Once
II.C.4	Developed system components, objects, and user interface elements	Once; updated as necessary
II.C.5	Draft standalone API design documentation	Once
II.C.6	Final standalone API design documentation	February 24, 2016
II.C.7	Developed APIs	Once; updated as necessary
II.C.8	Scheduled meetings, meeting agendas, meeting materials, and meeting minutes	As needed

D. System Testing and Verification (New and Existing Systems)

The Contractor shall conduct all tests required to ensure all the systems and subsystems meet all requirements specified in project documents and this RFP. The tests shall be conducted in the presence of the MTC Project Team, unless otherwise directed.

1. Prepare a Draft and Final System acceptance test plan - Part 1 for the new system components that provides demonstrable evidence that all functional requirements have been met. The plan should include evaluation forms to enable detailed reporting of failures and malfunctions that relate to the specification and requirements.
2. Prepare a Draft and Final System Acceptance test plan - Part 2 for the existing system components that provides demonstrable evidence that all functional requirements have been met. The plan should include evaluation forms to enable detailed reporting of failures and malfunctions that relate to the specification and requirements.
3. Upon MTC’s approval of the test plans, perform integrated testing at the subsystem/modification level in the staging environment. The Contractor shall ensure each component passes all tests prior to arranging the formal test sessions. The Contractor also shall perform system testing to ensure that all components, those provided by Contractor and those transitioned and assumed by the Contractor, work together properly. If a test fails during testing, the Contractor shall identify the problem and correct the problems or provide a solution for solving the problem. The Contractor shall inform the MTC Project Team of the test failures and the reasons of failure and effects on schedule. The Contractor shall repeat the test after the problem is resolved until the system passes the test. The Contractor shall record test results in the test report and provide results to MTC Project Team for review prior to receiving an approval signature from MTC Project Manager.
4. Prepare a draft and final acceptance testing memorandum to the MTC Project Manager documenting the results of the testing of new and existing system components.

5. Participate in meetings with MTC to discuss system testing and verification. Set up meetings and prepare meeting agendas, meeting materials, and meeting minutes.

Acceptance of deliverables or completion of milestones are only constituted by written approval and acceptance by the MTC Project Manager.

Deliverable #	Deliverable	Frequency
II.D.1	Draft and Final Test Plan - Part 1: New System Components	Twice, as scheduled
II.D.2	Draft and Final Test Plan - Part 2: Existing System Components	Twice, as scheduled
II.D.3	Integrated Testing	Once, repeated as necessary
II.D.4	Draft and Final Acceptance Testing memorandum	Twice, as scheduled
II.D.5	Scheduled meetings, meeting agendas, meeting materials, and meeting minutes	As needed

E. Operational Readiness Reviews (ORR) and Overall System Integration and Testing

The Contractor shall conduct all integration and acceptance tests required to ensure all the systems and subsystems meet all requirements specified in project documents and this RFP. The tests shall be conducted in the presence of the MTC Project Team, unless otherwise directed.

1. Prepare a draft and final System Integration Testing Plan to verify the integration of the following components into the overall NextGen 511 System: the New System (as described in Table A-1 above), the Existing System (as described in Table A-2 above), and components operated by other MTC 511 contractors.
2. Prepare draft and final Operational Readiness Reviews (ORR) documentation that covers all the components that will be assumed. Documentation will include an agenda and program for the ORR.
3. Conduct Operational Readiness Reviews (ORR) to validate Contractor readiness to assume primary responsibility for the 511 system. Review, verify, and validate the capability of the current system to meet the requirements in Deliverable II.A.5: System Requirements Part 2: Existing System Components.
4. Provide a checklist documenting the degree to which requirements are being met by the current system and propose a plan to bring the system into compliance with all requirements.
5. Upon MTC's approval of the test plan, perform integration testing of the integrated system by March 15, 2016. The Contractor shall ensure each component passes all tests prior to arranging the formal test sessions. If a test fails during testing, the Contractor shall identify the problem and correct the problems or provide a solution for solving the problem. The Contractor shall inform the MTC Project Team of the test failures and the reasons of failure and effects on schedule and cost. The Contractor shall repeat the test after the problem is resolved until the system passes the test. The Contractor shall record

test results in the test report and provide results to MTC Project Team for review prior to receiving an approval signature from MTC Project Manager.

6. Prepare a draft and final acceptance testing memorandum to the MTC Project Manager documenting the results of the integration testing.
7. Participate in meetings with MTC to discuss system integration testing. Set up meetings and prepare meeting agendas, meeting materials, and meeting minutes.

Acceptance of deliverables or completion of milestones are only constituted by written approval and acceptance by the MTC Project Manager.

Deliverable #	Deliverable	Frequency
II.E.1	Draft and Final Integration and System Testing Plan	Twice, as scheduled
II.E.2	Draft and final Operational Readiness Review documentation	Twice, as scheduled
II.E.3	Operational Readiness Reviews	Once
II.E.4	ORR Checklist	Once
II.E.5	Overall System Integration Testing and Test Result Documentation	March 15, 2016
II.E.6	Draft and Final Acceptance Testing memorandum	Twice, as scheduled
II.E.7	Scheduled meetings, meeting agendas, meeting materials, and meeting minutes	As needed

F. User Acceptance Testing

1. Prepare a draft and final User Acceptance Test Plan to verify the integration of the following components into the overall NextGen 511 System: the New System (as described in Table A-1 above), the Existing System (as described in Table A-2 above), and components operated by other MTC 511 contractors.
2. Perform user acceptance testing by March 29, 2016. Work with MTC and the other MTC 511 contractors to complete the user acceptance testing.
3. Prepare a draft and final acceptance testing memorandum to the MTC Project Manager documenting the results of the user acceptance testing.
4. Participate in meetings with MTC to discuss user acceptance testing. Set up meetings and prepare meeting agendas, meeting materials, and meeting minutes.

Acceptance of deliverables or completion of milestones are only constituted by written approval and acceptance by the MTC Project Manager.

Deliverable #	Deliverable	Frequency
II.F.1	Draft and Final User Acceptance Test Plan	Twice, as scheduled
II.F.2	Overall System User Acceptance Testing	March 29, 2016
II.F.3	Draft and Final Acceptance Testing memorandum	Twice, as scheduled
II.F.4	Scheduled meetings, meeting agendas, meeting materials, and meeting minutes	As needed

G. Public Beta and Production Launch

The purpose of this task is to transition from the previous 511 system over to the NextGen 511 system. The Contractor shall work with MTC and its current 511 contractors to ensure a smooth transition and deployment of the system. Deployment and launch of the overall system shall occur in two phases: Public Beta and Production launches.

1. Prepare a draft and final transition and launch plan to ensure a smooth transition and deployment of the overall NextGen 511 System.
2. Provide draft and final operations manuals for each of the subsystems that will be launched.
3. Provide draft and final training materials for each of the subsystems that will be launched.
4. Conduct training sessions for externally accessed data management interfaces.
5. In coordination with other MTC 511 contractors, publicly launch subsystems in beta format, pending MTC approval, prior to or on April 13, 2016.
6. Based upon public feedback, fix bugs and issues and make minor user improvements, at the direction of MTC.
7. In coordination with other MTC 511 contractors, launch the NextGen 511 service in production, pending MTC approval, and take over operations and maintenance prior to or on June 15, 2016.
8. Participate in meetings with MTC to discuss the public beta and production launch. Set up meetings and prepare meeting agendas, meeting materials, and meeting minutes.

Acceptance of deliverables or completion of milestones are only constituted by written approval and acceptance by the MTC Project Manager.

Deliverable #	Deliverable	Frequency
II.G.1	Draft and Final Transition and Launch Plan	Twice, as scheduled
II.G.2	Draft and Final Operations Manuals	Once
II.G.3	Draft and Final Training Materials	Twice, as scheduled
II.G.4	Completed training sessions	As scheduled
II.G.5	Public Beta Launch	April 13, 2016
II.G.6	System Modifications	As needed
II.G.7	Production Launch	June 15, 2016
II.G.8	Scheduled meetings, meeting agendas, meeting materials, and meeting minutes	As needed

Element III: Operations and Maintenance

A. Operate and Maintain the New System

1. Operate and maintain new system components designed, developed, and implemented as part of Element II.
2. Operate and maintain the new system to meet the functional requirements described in the Final Integrated System Requirements document (deliverable II.A.6).
3. Implement a program of routine, preventive maintenance; troubleshoot and fix bugs and system failures; proactively fix problems uncovered during performance monitoring; adjust algorithms; monitor data sources; repair failed or malfunctioning equipment; respond to and recover from hardware and software outages; maintain software provider agreements; provide a secure, stable hosting environment; back up the system data; archive the backup media; and make fixes to the system in order to maintain continued operation and to ensure the system meets the functional requirements described in the Final Integrated System Requirements (deliverable II.A.6).
4. Proactively manage system capacity and redundancy issues (e.g., system availability, peaking problems, loading problems) to accommodate operational needs and to be prepared for an emergency. Monitor capacity needs and make system changes if existing capacity is insufficient.

Acceptance of deliverables or completion of milestones are only constituted by written approval and acceptance by the MTC Project Manager.

Deliverable #	Deliverable	Frequency
III.A.1-3	511 system components maintained to meet system requirements	Continuously, throughout contract period.
III.A.4	Maintain system capacity to exceed demand.	Continuously, throughout contract period.

B. Operate and Maintain the Components of the Existing System

Operate and maintain the existing system components, listed in Element II, *Table A-2: Existing 511 SF Bay System Components to Transition and Assume*, in place at the time of the contract start date until they are replaced with new components; operate and maintain new components thereafter.

1. Real-Time Transit

Similar to the static transit system (described in 2. below), the real-time transit system is comprised of three tier components – software and services for data collection, processing and hosting relevant data, and disseminating data for supported applications and APIs. These tiers are described below.

- a. Real-time data collection: Data collection is achieved through a Java Messaging Service (JMS). A JMS server is hosted by the 511 system in the AWS cloud and

each transit agency hosts a counterpart client application. Three types of data are collected: service configuration data, real-time arrival and departure prediction and vehicle locations, and arrived status data. Both configuration and arrived status datasets are collected using request/response protocol while predictions and vehicle locations dataset is collected through publish/subscribe protocol. Because the real-time system was developed independent of the static transit system, the configuration data for the real-time system is being collected separately even though same data is available in the RTD. It is MTC's vision that the configuration data collected under the real-time system will be phased out in future as new front-end applications for real-time information are successfully deployed to use transit configuration data from the RTD. Real-time data is currently collected in XML format following a structure developed by MTC. This data structure is described in detail in the real-time JMS XML DTD, which is available for download at the MTC Contract Services page at <http://procurements.mtc.ca.gov/> (see Section III.D, *Supporting Documentation, Scope of Work, Period of Performance, and Budget*).

- i. The Contractor shall operate and maintain a real-time transit data collection system that collects and processes, at a minimum, real-time arrival/departure predictions, vehicle location, and actual arrival times.
 - ii. The Contractor shall collect real-time configuration data for each transit agency unless static data collected for RTD is deemed sufficient.
 - iii. The Contractor shall coordinate with new transit agencies and provide technical help in order to integrate their real-time data into the regional 511 real-time system.
 - iv. The Contractor shall proactively work with the transit agencies to stay aware of sign ups and other changes affecting configuration data in order to incorporate those changes in a timely manner to avoid mismatches with prediction data.
 - v. The Contractor shall work directly with the transit agencies or their designated representatives to troubleshoot data transfer procedural and technical problems and data inaccuracies.
- b. Real-time data processing and hosting: Real-time transit data is processed for two primary purposes – 1) for the IVR phone system and texting applications, and 2) for the web dissemination channels including 511.org website, eTIDs, mobile website, and APIs. For the web, both configuration and prediction data are stored in an SQL Server database where prediction data is replaced as soon as a new batch of predictions are processed. Prediction data collection can vary between 30 seconds and 120 seconds depending on each transit agency's polling rate. Configuration data is generally collected when the transit agency has a service change or other service configuration update. For the IVR phone system system, configuration data is processed and saved in an XML server with an appropriate format for the IVR application. Prediction data is also saved and replaced frequently in the XML server. The latest version of the XML DTD allows for

vehicle location data to be incorporated in the prediction data feed, but it is currently not processed for downstream dissemination.

- i. The Contractor shall make real-time transit data available for the IVR phone system, preferably through a standard API interface.
- c. **Real-time data dissemination:** Besides processing data and supporting the IVR phone system application separately, all internal 511 applications consume real-time data through a set of custom APIs. These APIs are described in a reference document available for download at the MTC Contract Services page at <http://procurements.mtc.ca.gov/> (see Section III.D, *Supporting Documentation, Scope of Work, Period of Performance, and Budget*). MTC also provides real-time data in Service Interface for Real time Information (SIRI) Stop Monitoring service – XML and JSON formats. SIRI Stop Monitoring service is converted into GTFS-Realtime Trip Updates feed using the open source [OneBusAway \(OBA\) converter](#).
 - i. The Contractor shall make real-time transit data available for the Web Services contractor and third party consumers, using GTFS-realtime feeds, and APIs.
 - ii. The Contractor shall make real-time transit data available for the SIRI Stop Monitoring and GTFS-Realtime Trip Updates feeds.

All the above mentioned components of the real-time transit system and the services described therein are essential and must be maintained, per the Preliminary Requirements in *Appendix H*, in order to deliver a regional real-time transit information system.

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ID	Deliverable	Frequency
III.B.1.a.i	Collect and process real-time transit data in a timely manner.	Continuously throughout the contract period.
III.B.1.a.ii	Collect and process real-time transit configuration data in a timely manner.	Throughout the contract period as and when transit service changes.
III.B.1.a.iii	Coordinate and integrate real-time data from new transit agencies in the region.	Throughout the contract period.
III.B.1.a.iv	Coordinate with transit agencies on sign ups and data changes.	Throughout the contract period.
III.B.1.a.v	Coordinate with transit agencies to troubleshoot technical problems and data inaccuracies.	Throughout the contract period.
III.B.1.b.i	Real-time data delivered to the IVR phone system.	Continuously throughout the contract period.
III.B.1.c.i	Real-time transit data delivered to Web Services contractor and third	Continuously throughout the contract period.

	party consumers, using GTFS-realtime feeds, and APIs	
III.B.1.c.ii	Real-time data delivered through SIRI and GTFS-Realtime feeds.	Continuously throughout the contract period.

2. Regional Transit Database (RTD)/Static Transit

MTC maintains a Regional Transit Database (RTD) that acts as the repository for all static data for the transit services of the region. RTD serves as the centerpiece of all static transit data services – collection and dissemination. RTD will be hosted on the Amazon Web Services (AWS) cloud on PostgreSQL open source DBMS platform. Current schema of the RTD is available for download at the MTC Contract Services page at <http://procurements.mtc.ca.gov/> (see Section III.D, Supporting Documentation, Scope of Work, Period of Performance, and Budget):

- a. Contractor shall operate, administer, and maintain in AWS the RTD, all static transit data stored in the RTD, and the PostgreSQL DBMS RTD is hosted on.
- b. For collection of static data, RTD is supported by two primary tools which the Contractor shall maintain and operate:
 - i. *XML Engine*: The XML Engine tool validates and loads static data provided by transit operators in a XML structure developed by MTC. The XML schema can be found at the MTC Contract Services page at the MTC Contract Services page at <http://procurements.mtc.ca.gov/> (see Section III.D, *Supporting Documentation, Scope of Work, Period of Performance, and Budget*). XML files received through email or FTP are processed in the XML Engine in order to load data into the RTD. The XML Engine has a graphical user interface that facilitates a few-click processing of an XML file. A user guide of the XML Engine can be downloaded at the MTC Contract Services page at <http://procurements.mtc.ca.gov/> (see Section III.D, *Supporting Documentation, Scope of Work, Period of Performance, and Budget*).
 - ii. *Transit Data Manager Website*: This tool is separately described in item 3 below. For dissemination of static transit data, the following APIs and services are available at the MTC Contract Services page at <http://procurements.mtc.ca.gov/> (see Section III.D, *Supporting Documentation, Scope of Work, Period of Performance, and Budget*).
- c. Contractor shall maintain and operate the XML Engine including the graphical user interface and processing of the files received through the various data loading channels and the loading into the RTD.
- d. Web services for transit configuration and schedule timetable data. A number of web services are exposed to facilitate dissemination of transit configuration and schedule data dissemination for multiple applications including:
 - i. eTID including the Solari flap sign at the San Francisco Ferry Building;

- ii. transit configuration and timetable display on the 511 website; and
 - iii. transit configuration data for the real-time system through the Configuration Data Provider (CDP).
- e. Contractor shall maintain and operate (and enhance as necessary) all data services disseminating static transit data for the eTID, 511 website, and real-time system.
- f. GTFS and NeTEx APIs: The RTD supports dissemination of static transit data in General Transit Feed Specification (GTFS) format. GTFS format data is available for all transit services hosted in RTD, separately. GTFS data from RTD is currently consumed by a number of external users and is expected to grow. Besides GTFS, RTD also disseminates static transit data in NeTEx specification – in both XML and JSON formats. Currently Operator, Line, Stop, StopPlace, Pattern, Timetable, Holidays, Announcement, Transit Scheduled Departures for a Stop, and General Announcements NeTEx APIs are supported. Detailed specification for GTFS is at <https://developers.google.com/transit/gtfs/reference>, and for NeTEx is at <https://www.siri.org.uk>.
- g. Contractor shall maintain the GTFS and NeTEx data feeds for all the transit agency services.
- h. Contractor shall incorporate changes to these feeds as changes in GTFS and NeTEx specifications occur.

Acceptance of deliverables or completion of milestones are only constituted by written approval and acceptance by the MTC Project Manager.

ID	Deliverable	Frequency
III.B.2.a	Continuous operation of RTD.	Throughout the contract period.
III.B.2.b.i III.B.2.c	Maintained XML Engine.	Throughout the contract period unless XML Engine is retired.
III.B.2.e	Delivery of static transit data for eTID, 511 website, and the real-time system.	Throughout the contract period.
III.B.2.g	Delivery of GTFS and API feeds for all transit agencies.	Throughout the contract period.
III.B.2.h	Changes to GTFS and API feeds per specifications.	Throughout the contract period.
III.B.2.i	Maintenance of data repository and services	Throughout the contract period.

3. Transit Data Manager Website with eTID Configuration Tool

MTC is in the process of developing this website and it is expected that it will be launched before the Contractor takes over the operation of the 511 system from the existing contractor. The draft high-level requirements document for this website are

expected to be available in early June 2015, via an addendum. For transit agencies that don't have the ability to produce an XML or GTFS file at their end, this website will allow them to create and maintain their static data directly in the RTD. This website will also provide the mechanism for a GTFS capable transit agency to set up a link to their existing GTFS data source and load data into RTD with a one-click button.

Besides maintenance of the regular service related data, this website will also facilitate maintenance of special configuration data necessary for content displayed on large screen electronic transit information displays (eTID) at various transit hubs across the region. Transit agencies whose services are represented on these displays will maintain the configuration of their routes and stops included in those signs.

- a. Contractor shall operate and maintain the Transit Data Manager Website which includes the maintenance of the static transit and eTID configuration data management tools on the website.
- b. Contractor shall maintain the user accounts for the transit agencies that use the Transit Data Manager Website, and shall provide technical support and assistance to transit agencies who utilize the website for integrating their data into the RTD.
- c. Contractor shall alert Transit Agencies about identified data accuracy issues

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ID	Deliverable	Frequency
III.B.3.a	Continuous operation of the Transit Data Manager Website	Throughout the contract period.
III.B.3.b-c	Transit Data Manager user accounts management and technical support.	As necessary throughout the contract period.

4. Regional Parking Database

MTC maintains a 511 Regional Parking Database (RPD) that acts as the repository for all static parking data for the parking services of the region. RPD serves as the centerpiece of all static parking data services – collection and dissemination. RPD is hosted on the Amazon Web Services (AWS) cloud on Microsoft SQL Server DBMS platform. Current schema of the RPD is available for download at the MTC Contract Services page at <http://procurements.mtc.ca.gov/> (see Section III.D, *Supporting Documentation, Scope of Work, Period of Performance, and Budget*). The Contractor shall operate and maintain the RPD and services that collect and disseminate real-time and static parking information through data APIs. Static data includes, for example, the lot name, hours of operation, location, and parking rates. Dynamic information includes, for example, the number of available spaces for a given lot, what types of spaces are available, and dynamic/variable pricing information. Detailed specification for the parking API is available for download at the MTC Contract Services page at <http://procurements.mtc.ca.gov/> (see Section III.D, *Supporting Documentation, Scope of Work, Period of Performance, and Budget*).

- a. Contractor shall maintain all the static transit data stored in the RPD including the database the RPD is hosted on.
- b. For collection and processing of static and real-time parking data, Contractor shall operate and maintain the following primary import methods:
 - i. Parking data import from RTD for static parking data at transit stations.
 - ii. JMS server to import static and real-time data from parking vendors, including the SFPark project.
 - iii. XML feed from the 511 Rideshare Contractor for Park and Ride lot information.
- c. For dissemination of static and real-time parking information, Contractor shall:
 - i. Provide real-time and static parking data to the IVR system, preferably through an existing API interface.
 - ii. Provide real-time and static parking data to the Web Services contractor and third party consumers using existing APIs.

Acceptance of deliverables or completion of milestones are only constituted by written approval and acceptance by the MTC Project Manager.

ID	Deliverable	Frequency
III.B.4.a	Continuous operation and maintenance of the Regional Parking Database.	Throughout the contract period.
III.B.4.b.i - iii	Collect and process real-time and static parking data in a timely manner.	Continuously throughout the contract period.
III.B.4.c.i	Deliver real-time and static parking data to the IVR phone system.	Continuously throughout the contract period.
III.B.4.c.ii	Deliver real-time and static parking data to Web Services contractor and third party consumers, using existing APIs	Continuously throughout the contract period.

5. Gateway for APIs & data feeds

MTC is currently in the process of developing the API and data feed Gateway system and it is expected that this system will be launched before the Contractor takes over the operation of the 511 system from the existing contractor.

When the Gateway system is launched, 511.org website will include a developer resources portal providing external data consumers an interface to register and receive a security token. Use management APIs exposed from the Gateway system will allow 511.org to facilitate the registration process with the Gateway system. The Gateway system will issue security token to users verified through emails. Users will also be able to select and save in

the Gateway database transit and/or traffic data feeds and APIs to consume through the developer resources web portal interfacing with the Gateway through the user management APIs. The Gateway system will also notify data consumers when traffic/transit data they subscribe to are updated. The Gateway system is comprised of a user management database in PostgreSQL and APIs that exposes user information to 511.org website.

- a. The Contractor shall operate and maintain the Gateway system that exposes all data APIs and feeds to data consumers, including managing the data consumers' profiles.

ID	Deliverable	Frequency
III.B.5.a	Operation and maintenance of the Gateway system	Continuously, throughout the contract period.

6. 511 Operations Center Hardware & Administration

- a. The Contractor shall supply (as needed), maintain and administer equipment, systems, and software needed to operate the 511 Operations Center, including the administration of warranties. Examples are the computers and software used by the operators to input and verify traffic and transit incidents.
- b. Operate and maintain the office assets (furniture, computers, etc.) in place at the time of the contract start date until they are replaced. Replace equipment as directed by MTC.
- c. Update the operator web-based interface software manual and other training materials/operations manuals as identified in Deliverable II.G.2 and II.G.3 whenever system changes affect Operations, and not less than annually.
- d. Proactively manage all systems at the 511 Operations Center. Manage system capacity and redundancy issues (e.g., system availability, peaking problems, loading problems) to accommodate operational needs and to be prepared for an emergency. Monitor capacity needs and make recommendations if existing capacity is insufficient.

Acceptance of deliverables or completion of milestones are only constituted by written approval and acceptance by the MTC Project Manager.

ID	Deliverable	Frequency
III.B.6.a	Maintenance of equipment, systems, and software needed to operate the 511 Operations Center	Continuously, throughout the contract period.
III.B.6.b	511 Operations Center equipment, hardware and software inventory	Continuously, throughout the contract period.
III.B.6.c	511 Operations Manual	Update as needed and not less than annually.
III.B.6.d	Recommendations for increasing or improving system capacity	Provide as needed in monthly reports.

Element IV: System Improvements

To allow for ongoing evolution and system improvement, the contract will include system optimizations and enhancements.

A. Optimizations

Optimizations are system improvements that are relatively uncomplicated and low risk and generally take less than 40 person-hours. An optimizations task order will establish a dollar amount to be allocated for optimization work to allow the Contractor to nimbly respond to customer or MTC requests for these modest improvements, developing the scope and other artifacts necessary to submit new task orders, etc. Optimizations will be conducted as part of ongoing operations and maintenance. Specific optimizations shall be identified on an ongoing basis by MTC and Contractor task leads, and shall be approved by the MTC Project Management Team.

B. Enhancements

Enhancements are significant improvements to features, functions, data sources, or the system's underlying technologies and/or equipment. Generally speaking, and to distinguish them from optimizations, they require significant Contractor effort (e.g., generally more than 40 person-hours of development time) due to the degree of complexity or risks likely to be encountered during development.

Enhancements will be implemented following the execution of Task Orders. The Task Orders will specify the scope, schedule, budget and payment provisions for work to be performed (e.g., time and materials or deliverables). Once MTC and the Contractor agree to the terms of a Task Order, it will be executed by both parties and work will begin. The MTC Project Management Team will determine if projects should be considered enhancements.

Acceptance of deliverables or completion of milestones are only constituted by written approval and acceptance by the MTC Project Manager.

Element V: Emergency Response

- A. The contractor should be prepared to handle planned and unplanned emergencies such as natural disasters, earthquakes, transit agency strikes, and other emergency events. This task includes the following:
1. Assist MTC with minimal notice and provide emergency response resources.
 2. Develop and maintain an hourly emergency staffing plan with assigned personnel and responsibilities.
 3. Implement emergency response tools (e.g., specialized emergency IVR menus) and procedures within twenty (20) minutes of being instructed by MTC to do so.
 4. Maintain the system and monitor system performance during an emergency.
 5. Attend meetings and coordinate with public agencies and other 511 contractors.
 6. Provide 511 phone system usage reports to public agencies during and at the end of the incident.
 7. Immediately upon undertaking the emergency response effort, track and maintain records of all hours worked and costs associated with the response effort.

Acceptance of deliverables or completion of milestones are only constituted by written approval and acceptance by the MTC Project Manager.

Deliverable #	Deliverable	Frequency
V.A.1	Required staffing resources	When an emergency occurs
V.A.2	Emergency staffing plans	Throughout the course of an emergency
V.A.3	Emergency related information disseminated through 511	Throughout the course of an emergency
V.A.4	Operational system	Throughout the course of an emergency
V.A.5	Meetings	Throughout the course of an emergency
V.A.6	Emergency usage reports	During and following an emergency
V.A.7	Records of hours worked by personnel and associated costs, and all other costs associated with emergency response	During and following an emergency

Element VI: New Contractor Responsibilities

Element VI tasks are not included in the project funding identified in this Request for Proposal. These responsibilities, which are optional, would only be incorporated into the contract through a contract amendment. The following are potential tasks that could be incorporated at a later time. Actual detailed responsibilities would be defined at the time of the contract amendment.

A. 511.org Website

1. Design, develop, operate, maintain, and/or host the 511.org website (including mobile versions), standalone widgets/interface, and personalizable pages.

B. Electronic Transit Information Displays (eTID)

1. Design, develop, supply, operate, maintain the Electronic Transit Information Displays

C. 511 Operations Center

1. Provide staff and additional resources to operate and manage the 511 Traveler Information Center

D. Connected and Automated Vehicles

1. Provide services to assist with the planning, design, deployment, operations, maintenance and management of connected vehicle systems.

E. Integrated Corridor Management (ICM) and Connected Corridors

1. Provide services to assist with the planning, design, deployment, operations, maintenance and management of Integrated Corridor Management

F. 511 Marketing, Communications, Outreach

1. Provide services to assist with the planning, development and implementation of marketing, communications and outreach strategies.

G. Express Lanes

1. Provide services to assist with the planning, design, deployment, operations, maintenance and management of Express Lanes.

APPENDIX B, COST PROPOSAL

Document is available for download on the MTC procurements page at
<http://procurements.mtc.ca.gov/>.

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.

MTC’s commissioners include:

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

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

YES NO

If yes, please identify the commissioner: _____

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

YES NO

If yes, please identify the commissioner: _____

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

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

PROFESSIONAL SERVICES AGREEMENT

Between METROPOLITAN TRANSPORTATION COMMISSION

And INSERT NAME OF CONTRACTOR

For 511 San Francisco Bay Area System Integrator, Data Management and Dissemination, and
Interactive Voice Response (IVR) Phone System

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the xx day of Month, 20___, by and between the Metropolitan Transportation Commission (herein called “MTC”), a regional transportation planning agency established pursuant to California Government Code § 66500 and INSERT NAME OF CONTRACTOR, (herein called “CONTRACTOR”).

RECITALS

WHEREAS, MTC intends to integrate, operate, maintain and enhance 511 systems; manage and disseminate data; provide the 511 phone service; and, support the 511 Operations Center (herein called the “Project”); and

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

WHEREAS, MTC has obtained federal funds from the United States Department of Transportation (“U.S. DOT”) to assist in financing the Project, and the federally-required clauses in Attachment H, Federally-Required Clauses, attached hereto and incorporated herein, apply to the Project; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR’s services are described in Attachment A, Scope of Work, attached hereto and incorporated herein by this reference. CONTRACTOR agrees to perform or secure the performance of all specified services within the maximum payment specified in Article 3, subject to the prior written approval of a work plan by **INSERT NAME OF MTC PROJECT MANAGER**, (herein called “MTC Project Manager”). The MTC Project Manager is responsible for communication with CONTRACTOR and the administration of this Agreement. MTC’s

Executive Director or designated representative may substitute a new MTC Project Manager by written notice to CONTRACTOR.

CONTRACTOR's point of contact and the individual authorized to communicate to MTC on behalf of CONTRACTOR is **INSERT NAME OF CONTRACTOR'S PROJECT MANAGER** ("CONTRACTOR Project Manager"). A change in the CONTRACTOR Project Manager requires MTC's prior written approval.

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

1.1 PROGRESS REPORTS

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

1.2 SUBMISSION OF CONTRACT DOCUMENTS

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

2. TIME PROVISIONS

2.1 TIME IS OF THE ESSENCE

Time is of the essence in the performance of the Work under this Contract.

2.2. LIQUIDATED DAMAGES

CONTRACTOR shall complete Element II.G.5 no later than April 15, 2016 and Element II.G.7 no later than June 16, 2016. Time is of the essence with respect to such dates. Failure to meet these deadlines shall result in liquidated damages of \$4,000 per day or any portion thereof, with no limitation of liability.

2.3 CONTRACT TERM

The term of this Agreement begins October 2, 2015 and ends June 30, 2019, unless earlier terminated pursuant to Article 6 and subject to any changes approved in writing by MTC. Such Term may be extended, by mutual consent of the parties and based upon written agreement as to contract terms (including price), up to five years in increments of MTC's choosing, as provided in the Project RFP. Authorization of Work under the Agreement is subject to Article 2.5.

2.4 FAILURE TO COMPLY WITH SCHEDULE

Failure on the part of CONTRACTOR to reasonably adhere to the dates listed in Attachment B, Project Schedule is a material breach of this Agreement. If at any time the CONTRACTOR fails to complete any activity by the completion date in Attachment B, Project Schedule by thirty (30) days or more, and MTC has denied a request on the part of the CONTRACTOR for an extension of such completion date, CONTRACTOR may be required by MTC to submit to the MTC Project Manager a plan for returning to compliance with Attachment B, Project Schedule. MTC's approval of CONTRACTOR's plan for compliance with Attachment B, Project Schedule shall not operate as a waiver of its rights nor shall it deprive MTC of its rights under any other provisions of the Agreement.

Under no circumstances, during the performance of the Work, is either party responsible for any delay (or resulting damages) caused by or arising from the actions of the other party, its employees, agents, officers or subcontractors.

2.5 COMPUTATION OF TIME PERIODS

References to "days" contained in the Agreement shall mean business days, defined as days in which MTC is officially open for business, unless otherwise specified. If any completion date in Attachment B, Project Schedule falls on a non-business day, such completion date shall extend to the next succeeding day that is a business day.

3. COMPENSATION AND METHOD OF PAYMENT

Subject to duly executed amendments, MTC will pay CONTRACTOR for its services as described in Attachment A, Scope of Work, a total amount, including (as applicable) labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, indirect costs,

overhead, profit, subcontractors' costs (including mark-up), travel, equipment, materials and supplies, expenses and any fixed fee, not to exceed [**SPELL OUT AMOUNT IN WHOLE DOLLARS** (\$_____)] ("Maximum Payment"). MTC shall make payments to CONTRACTOR in accordance with the provisions described in Attachment C, Compensation and Method of Payment, attached hereto and incorporated herein by this reference.

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

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

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

4. KEY PERSONNEL

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

5. AMENDMENTS

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

6. TERMINATION

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

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

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

D. Immediately upon receipt of a notice of termination, the CONTRACTOR shall: (a) stop work under the Agreement on the date and to the extent specified in said notice; (b) terminate,

unless otherwise directed by MTC Project Manager, all orders and subcontracts to the extent that they relate to the performance of work terminated and place no further orders or subcontracts for materials, services or facilities, except as may be necessary for the completion of such portion of the work under the Agreement as is not terminated; (c) if directed by the MTC Project Manager, assign to MTC all of the right, title and interest of the CONTRACTOR under any orders and subcontracts; (d) if directed by the MTC Project Manager, transfer title and deliver to MTC (i) work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and (ii) the completed or partially completed plans, drawings, manuals, information and other property which, if the Agreement had been completed, would have been required to be furnished to MTC; (e) complete performance of such part of the work as shall not have been terminated by said notice; (f) if termination was effected pursuant to Article 6.A, submit any claim for termination costs; and (g) follow any other directions directed by the MTC Project Manager

7. INSURANCE AND FINANCIAL SECURITY REQUIREMENTS

CONTRACTOR shall, at its own expense, obtain and maintain in effect at all times for the duration of this Agreement the types of insurance and financial security listed in Attachment E, Insurance and Financial Security (Bond) Provisions, attached hereto and incorporated herein, against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement. All insurance must be placed with insurers with a Best's rating of A-VIII or better.

8. INDEPENDENT CONTRACTOR

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

9. INDEMNIFICATION

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

A. Any injury or death to persons or property or pecuniary, financial or economic losses that may occur, or that may be alleged to have occurred, caused by any breach of the Agreement or

negligent act or omission or willful misconduct of CONTRACTOR or its officers, employees, subcontractors or agents or any of them, arising from, under or in connection with this Agreement; or

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

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

The provisions set forth in this Article are intended to be applied to the fullest extent allowed under the law and, if any portion of it is found to be void or unenforceable, the remainder is to be severable and enforceable. This indemnification shall survive termination or expiration of this Agreement.

10. DATA TO BE FURNISHED BY MTC

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

10.1 PERSONALLY IDENTIFIABLE INFORMATION

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

11. RIGHTS IN DATA

11.1 WORK PRODUCTS, EXCLUDING SOFTWARE

11.1.1 DEFINITIONS

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The term “Work Products” as used in this Article 11.1 means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Agreement, (excluding computer software, in both object and source code form; software documentation; and digital maps and other digital databases, all of which are covered in Article 11.2 herein). Examples of Work Products include, but are not limited to: specifications, drawings, manuals and training materials, technical reports and memoranda, system architecture, electronic data, archived 511 data output, and related information. “Work Products” does not include financial, administrative, and cost and pricing information incidental to the Project or confidential information as defined in Article 11.3.

11.1.2 OWNERSHIP OF WORK PRODUCTS

Except as provided in Article 11.1.4 below, all Work Products prepared or assembled for MTC and/or furnished to MTC by CONTRACTOR or any of its subcontractors pursuant to this Agreement shall be the property of and owned by MTC, and copies shall be delivered to MTC promptly upon completion of the Work; upon earlier termination of the Contract; or at any time during the term of this Agreement at the request of MTC, whichever is earliest. CONTRACTOR hereby assigns to MTC ownership of all right, title and interest in and to such Work Products, including ownership of the entire copyright in the Work Products, and agrees to execute all papers necessary for MTC to perfect its ownership of the entire copyright in the Work Products. Proprietary information used to create Work Products is not included under this subarticle.

11.1.3 RESTRICTIONS ON USE OF MTC-OWNED WORK PRODUCTS

Except with respect to dissemination or use pursuant to the Agreement, neither CONTRACTOR nor its Subcontractors shall use or disseminate any MTC Work Products without the prior written approval of MTC. A draft Work Product is considered by MTC to be confidential information unless it is either incorporated into a Work Product that is released by MTC as a public document or in another form. Neither CONTRACTOR nor its Subcontractors shall use, publish, or base other work on such draft Work Products, without the prior written consent of MTC.

11.1.4 GRANT OF LICENSE TO PROPRIETARY WORK PRODUCTS

CONTRACTOR hereby grants to MTC a license to any Proprietary Work Product furnished by CONTRACTOR or a subcontractor. Work Products not identified as a Proprietary Work Product in the Proposal shall be presumed to fall within the ownership provisions of Article 11.1.2.

CONTRACTOR's grant of license hereunder is a royalty-free, assignable license for MTC to use, copy, publish or disclose such Proprietary Work Product but only for the benefit and operation of the Project, effective upon payment of all amounts due CONTRACTOR (less applicable retentions) for such Proprietary Work Product up to the date of acceptance of such Proprietary Work Product by MTC or, if such Proprietary Work Product is not subject to MTC's review and approval, up to the date of integration into the Project. The duration of the license shall be as specified in Article 11.2.7.

11.2 SOFTWARE REQUIREMENTS

11.2.1 511 SOFTWARE

"511 Software" is all software, regardless of its ownership, used by the Contractor to implement, operate, maintain or enhance the traveler information service. Except as set forth in Article 11.2.3, ownership by MTC of 511 Software is not a requirement.

11.2.2 RESTRICTIVE SOFTWARE

"Restrictive Software" is custom-designed software; modified versions of available software; or specialized software no longer commercially available or for which interfaces (a) do not exist, (b) will not be provided as part of the Work, or (c) cannot be readily developed by a qualified third party. Software meeting ISO or National ITS standards or commercially available software is required if available.

11.2.3 MTC SOFTWARE

"MTC Software" is 511 Software developed by the CONTRACTOR or former 511 CONTRACTOR specifically for 511 and funded through this Agreement or former 511 Contract(s), not including software owned by the CONTRACTOR or a third party and

customized for 511. MTC Software includes all translations, modifications, adaptations, derivative works or upgrades to MTC Software developed by CONTRACTOR under the grant of license in Article 11.2.4.

MTC shall own MTC Software. CONTRACTOR hereby assigns and/or agrees to assign to MTC ownership of all right, title and interest in and to such MTC Software, including ownership of the entire copyright in such MTC Software, and agrees to execute all papers necessary for MTC to perfect its ownership. Ownership of MTC Software shall mean ownership of the entire copyright to the executable code and documentation (including training materials), compilable source code and source code documentation, and any modifications, revisions, upgrades or derivative works created during the term of this Agreement for 511. Source code for all 511 Software developed by CONTRACTOR shall be furnished to MTC upon MTC's request. MTC and CONTRACTOR have agreed, in advance of the execution of the Agreement, on which 511 Software is MTC Software as of the Effective Date of the Agreement, and such MTC Software has been identified in the Detailed List of Software required under Article 11.2.8.

11.2.4 GRANT OF LICENSE TO MTC SOFTWARE

MTC hereby grants to CONTRACTOR a royalty-free, non-transferable, non-exclusive license, solely in connection with the Project, to use, translate, reproduce, modify, adapt and create derivative works from, and to sublicense to its subcontractors, MTC Software, including source code and source documentation. Any other uses of MTC Software require the prior written approval of MTC. All translations, modifications, adaptations, derivative works or upgrades to MTC Software developed by Contractor under this grant of license shall be owned by and inure to the benefit of MTC, and Contractor assigns and/or agrees to assign to MTC ownership of all right, title, and interest to such translations, modifications, adaptations derivative works or upgrades and to execute all papers necessary for MTC to perfect its ownership. The source code for such translations, modification, adaptation, derivative works or upgrades shall furnished to MTC upon MTC's request.

11.2.5 GRANT OF LICENSE TO CERTAIN RESTRICTIVE SOFTWARE

To the extent CONTRACTOR furnishes Restrictive Software owned by CONTRACTOR or one of its subcontractors as 511 Software, CONTRACTOR grants, and shall require any applicable Subcontractor also to grant, to MTC a royalty-free, non-exclusive license to use, translate, reproduce, modify, adapt and create derivative works from, and to license to third

parties for such purposes, all such software, including its source code and source code documentation, for the benefit and operation of the Project. Such license shall be effective upon 80% completion of the Work covering such software and payment of all amounts (less any retentions) due CONTRACTOR for such software up to that date, for the duration specified in Article 11.2.7.

Notwithstanding any other part or provision of this Agreement, any modifications, upgrades, derivative works, or adaptations of such Restrictive Software paid for by MTC under the Agreement shall be included in the above license and shall remain the property of CONTRACTOR, or the property of its subcontractor if created by that subcontractor, and shall not be subject to any restrictions on its use by CONTRACTOR, or its subcontractor, outside the Project.

Pursuant to this grant of license, CONTRACTOR shall make available to MTC, upon such request, the source code and source code documentation for such software, along with a list of all applicable software development tools, i.e., all software required to edit/alter the source code and successfully recompile and operate the software, including operating systems, libraries, tools and utilities, data base structures and code and compilers. Any such development tools that are themselves Restrictive Software must be made available to MTC to the extent necessary for MTC to exercise its rights under this Article 11.2.5.

As additional assurance of CONTRACTOR's compliance with this subarticle, CONTRACTOR shall place the source code for all such Restrictive Software under configuration management and control.

MTC agrees to maintain the confidentiality of all software, code and documentation licensed under this Article and to require any agents or third party contractors to whom MTC discloses such software to execute a non-disclosure agreement, the terms of which will be provided in advance to CONTRACTOR for review and comment.

The provisions of this subarticle shall apply for the durations specified in Article 7.2.7 regarding particular functional requirements.

11.2.6 COMMERCIAL SOFTWARE

CONTRACTOR shall secure and administer all licenses or sublicenses for standardized commercially available software used for the Project and shall provide to MTC copies of such licenses, along with any documentation provided by the third party suppliers. CONTRACTOR shall not be required to furnish to MTC the source code to third party software, the right to make copies (other than back-up or archival copies), the right to modify, or the right to disclose the software to third party contractors. However, CONTRACTOR shall secure licenses to

commercial software that authorize MTC to allow third parties to use such software in connection with the Project.

At least six months prior to the end of the term of this Agreement, CONTRACTOR shall begin efforts either to assign such licenses or sublicenses to MTC or MTC's designee or, if such assignments are not practicable, to provide MTC with sufficient information to enable it to secure the licenses or sublicenses necessary for the continued operation of the Project.

11.2.7 DURATION AND TERMINATION OF LICENSES

The duration of licenses granted by MTC to CONTRACTOR shall be the term of this Agreement (plus six months, if Contractor is transitioning to another contractor). The duration of the licenses granted to MTC by Contractor (with the exception of licenses to Commercial Software) shall be perpetual.

The only grounds for termination by CONTRACTOR of a software license granted under this Article are failure on the part of MTC to complete payment for such licenses or willful or reckless breach by MTC of a restriction on use of such license or of the confidentiality provisions of Article 11.3.

11.2.8 DETAILED LIST OF 511 SOFTWARE

MTC has provided CONTRACTOR with a detailed list of all 511 Software describing: (a) whether the software is MTC Software or Restrictive Software or Commercial Software; (b) its manufacturer and model; and (c) a designation of the software's function; and (d) a complete list of all applicable software development tools (all software required to operate the 511 software, including operating systems, libraries, tools and utilities, data base structures and code and compilers; to alter/edit the source code; and/or to successfully recompile the software (for software subject to Article 11.2.5)). Within three months of contract execution, and every six months thereafter, CONTRACTOR shall update such list.

11.3 CONFIDENTIAL INFORMATION

11.3.1 CONFIDENTIAL INFORMATION DEFINED

"Confidential Information" is defined as proprietary or valuable commercial information, designated in writing as Confidential by the party disclosing such Information ("the disclosing party") and delivered to the other party ("the receiving party"). Confidential Information may

include patents, trademarks and copyrights and applications therefore, together with all associated intellectual property, inventions, discoveries, trade secrets, improvements, data, formulae, practices, processes, methods, technology, and other know-how. Confidential Information may be proprietary to the CONTRACTOR or one of its subcontractors or to an MTC third party contractor not party to the Agreement. Confidential Information does not include information (a) that was lawfully developed by and in possession of the receiving party prior to its receipt; (b) that is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, published information in the public domain; or (c) that heretofore was or hereafter is furnished to the receiving party by a third party as a matter of right without restriction on disclosure.

11.3.2 NONDISCLOSURE OF CONFIDENTIAL INFORMATION

During the performance of the work under the Agreement, it may be necessary for one party to this Agreement to disclose or make Confidential Information available to the other party. Subject to the provisions of Article 11.3.3 below, the receiving party agrees to use all such Confidential Information solely in connection with the Project and to hold all such information in confidence and not to disclose, publish, or disseminate the same to any third party, other than those of its directors, commissioners, officers, employees, or Project agents bound by the nondisclosure requirements of this Article 11.3 with a need to know, without the prior written consent of the disclosing party, except as required by a court of competent jurisdiction. The parties agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of such Confidential Information.

The parties agree to require any agents or third parties to whom Confidential Information must be disclosed to execute a nondisclosure agreement that incorporates the substantive requirements of this Article 11.3, the terms of which will be provided in advance to the other party for review and comment.

11.3.3 CONTRACTOR DESIGNATION OF CONFIDENTIAL INFORMATION

MTC's rights and responsibilities with respect to disclosure of any printed or electronic document or writing are subject to the California Public Records Act ("the Act" in this Article) (California Government Code §§ 6250 *et seq.*). To the extent that CONTRACTOR considers any writing, as defined in Government Code § 6252 (e), to be a trade secret or otherwise confidential or proprietary, CONTRACTOR shall mark such document or record "Confidential". MTC's agreement with CONTRACTOR's designation of the document or record shall be

presumed 15 days after its receipt, and MTC will treat such document or record as Confidential Information, pursuant to Articles 11.3.1 and 11.3.2, without any further action on Contractor's part.

If MTC disagrees with CONTRACTOR's designation of the document or record as Confidential Information, MTC shall notify the CONTRACTOR of MTC's decision in writing and may: (a) return the document to the CONTRACTOR, requesting that it be re-designated as non-confidential or re-submitted, excluding any Confidential Information; (b) agree to accept such document or record as Confidential Information, provided that CONTRACTOR agree in writing to indemnify, defend and hold MTC harmless against any claims, suits or other proceedings instituted against MTC under the Act for access to such writing, paying all costs associated with such claims, suits or actions, including legal fees, with sole control of their defense, including all negotiations, and any settlement or compromise.

12. SUBCONTRACTS

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

13. ASSIGNMENT OF AGREEMENT

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

14. RECORDS

CONTRACTOR agrees to establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs. CONTRACTOR further agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of four (4) years following the fiscal year of last expenditure under the Agreement; or until completion of any

employees working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MTC shall have the right to terminate the Agreement without liability or, at its discretion, the right to deduct from CONTRACTOR's maximum payment the full amount of such fee, commission, percentage, brokerage fee, gift or contingent consideration.

18. PROHIBITED INTERESTS

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

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

18.1 ORGANIZATIONAL CONFLICTS OF INTEREST

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

CONTRACTOR 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.

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

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

19. LAWS AND REGULATIONS

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

19.1 PATENT RIGHTS

If any invention, improvement, or discovery of CONTRACTOR or any of its subcontractors is conceived or first actually reduced to practice and paid for in the course of or under the Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, CONTRACTOR shall notify MTC immediately and provide a detailed report.

Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of MTC, CONTRACTOR, any Subcontractors and the Federal

Government pertaining to the invention, improvement, or discovery referred to above will be determined in accordance with applicable Federal laws, regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, CONTRACTOR agrees that, irrespective of its status or the status of any subcontractor at any tier, CONTRACTOR shall transmit to FHWA those rights due the Federal Government in any invention resulting from this Agreement and as further described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

19.2 PROHIBITION ON USING CHP INFORMATION

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

19.3 PUBLICITY AND PUBLIC PRESENTATIONS

MTC must approve all MTC-related copy in writing prior to publication by the CONTRACTOR or its subcontractors. CONTRACTOR agrees not to allow MTC-related copy to be published in CONTRACTOR's or its subcontractor's advertisements or public relations programs without prior written approval from the MTC Project Manager; except that CONTRACTOR and its subcontractors may include, without MTC prior approval, descriptions of 511, their respective roles in the Project, and related contact information in resumes, proposals, qualification packages, project data sheets, and similar items used within the industry to propose and qualify for similar work. CONTRACTOR agrees that published information on MTC or 511 shall be factual only and in no way imply that MTC endorses CONTRACTOR's firm, service, or product.

In addition, during the life of the Agreement, MTC must approve in advance and in writing any public presentations made by CONTRACTOR or its subcontractors on 511, including participation in conferences, trade fairs, and studies.

19.4 MTC's RIGHT TO SITE ACCESS

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

19.5 COMPLIANCE WITH COOPERATIVE AGREEMENTS

Contractor shall comply with all applicable terms of the following Cooperative Agreements between MTC and the California Department of Transportation: District Agreement No. 4-1965-C, as amended, for 511 Operations Center, which are hereby incorporated by this reference as though set forth in full.

20. CLAIMS OR DISPUTES

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

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

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

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

If an agreement can be reached that resolves CONTRACTOR's claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to CONTRACTOR's claim, they may choose to pursue dispute

resolution pursuant to Article 24, DISPUTE RESOLUTION, or MTC may terminate the Agreement.

21. REMEDIES FOR BREACH

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

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

22. TEMPORARY SUSPENSION OF WORK

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

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

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

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

23. WARRANTY OF SERVICES

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

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

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

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

24. DISPUTE RESOLUTION

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

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

management negotiations, the parties may mutually agree to try to settle the dispute by means of alternate dispute resolution methodologies, as set forth below.

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

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

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

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

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

25. CHOICE OF LAW

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

26. ATTORNEYS' FEES

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

27. PARTIAL INVALIDITY

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

28. BENEFIT OF AGREEMENT

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

29. NO THIRD PARTY BENEFICIARIES

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

30. ENTIRE AGREEMENT; MODIFICATION

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

31. TRANSITION AT END OF CONTRACT TERM

If requested by MTC, CONTRACTOR shall provide a transition plan and training of MTC personnel or the personnel of an MTC -designated organization to operate and maintain the Project following the conclusion of the Project term. The transition plan will include all, but not limited to, the following: a listing of all systems, hardware and software, on which training will be required, a training schedule, and proposed costs. Such training shall include training of MTC personnel or of a third party contractor in the operation of the 511 software systems. If so requested, CONTRACTOR shall provide all instructors, literature, training aids, and equipment reasonably necessary to train personnel to operate and maintain the Project, which shall be turned over to MTC at the termination of the Contract, for a period of at least one (1) month and not longer than six (6) months

31.2 CONDITION OF ASSETS

By the end of the term of this Agreement, all assets shall be in a state of good repair, taking into consideration normal wear and tear and the useful life of the project assets.

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

METROPOLITAN TRANSPORTATION
COMMISSION

NAME OF CONTRACTOR

Steve Heminger, Executive Director

Insert Appropriate Name, Title

ATTACHMENT A

Scope Of Work

Outline of Services

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

- 1.
 - 2.
- ETC.

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

ATTACHMENT A-1

TASK ORDER PROCESS

Detailed Task Order Process:

Task Orders will be numbered sequentially. The period of performance shall be as set forth in the individual Task Order. The process for developing, signing and tracking task orders is summarized as follows:

Step 1 – The MTC Project Manager (“MTC PM”) prepares a draft Task Order to issue to CONSULTANT. The MTC PM may solicit feedback from CONSULTANT to facilitate drafting the Task Order.

Step 2* – CONSULTANT prepares a proposal in response to the draft Task Order. A draft Task Order, as included in this Agreement as Attachment A-2, Task Order Form, attached hereto and incorporated herein by this reference, shall be provided to CONSULTANT for review and comment.

Step 3* – The MTC PM reviews CONSULTANT’s proposal to determine if it meets the objectives of the draft Task Order and if CONSULTANT’s proposed costs are reasonable. The MTC PM may solicit early feedback from the MTC **INSERT TITLE OF SECTION DIRECTOR** at this time, if necessary. Any changes to the draft Task Order deemed appropriate by MTC shall be incorporated in a draft Final Task Order.

Step 4* – The MTC PM forwards the draft Final Task Order to the MTC Contract Administrator for review and approval. Once approved, the MTC PM forwards two copies of the Task Order to the MTC **INSERT TITLE OF SECTION DIRECTOR**, for review and approval. The MTC **INSERT TITLE OF SECTION DIRECTOR** signs both copies of a Final Task Order to signify approval and returns them to the MTC PM.

Step 5 – The MTC PM sends both copies of the signed Final Task Order to CONSULTANT, who signs both copies and returns one to the MTC PM.

Step 6 – The MTC PM sends one copy of the fully executed Task Order to the MTC or MTC Task Lead who initiates work, and sends another copy to MTC Finance to encumber funds against the Task Order. The MTC PM keeps the original fully-executed Task Order for the official project record.

Step 7 – Any services added to the Agreement by a Task Order shall be subject to all applicable conditions of the Agreement. Revisions to Task Orders shall require written approval by both the MTC **INSERT TITLE OF SECTION DIRECTOR** and CONSULTANT. Revisions to Task Orders shall require written approval by both the MTC **INSERT TITLE OF SECTION DIRECTOR** and CONSULTANT.

Step 8 – The MTC PM is responsible for overseeing the successful conclusion of the Task Order, and will manage the progress of the work, track invoices against the Task Order budget, and track milestone completion against the Task Order schedule.

Step 9 – Once the MTC PM determines the Task Order is complete, the MTC PM will send written notification to CONSULTANT that the Task Order is complete and that all associated invoices are due to MTC within 30 days. Any balance of budget is made available to spend on future task orders at the MTC PM's discretion.

Step 10 – The MTC PM will annually assess the need for a Contract audit.

**The MTC Project Manager may revise the Task Order and/or CONSULTANT may be asked to revise the proposal based on feedback received during Steps 2 through 4.*

ATTACHMENT A-2
Task Order Form

1. Task Order No. (include FY)	
2. Title of Task:	
3. MTC Task Lead (if different from MTC Project Manager):	
4. Description of work:	<i>Summarize key task expectations. For more information, see attached <u>Task Order Budget and Schedule and Detailed Description of Work (attached)</u>.</i>
5. Original Maximum Payment:	
6. Amended Maximum Payment:	<i>Include each amendment to maximum payment, by amendment number, for particular fiscal year.</i>
7. Completion Date:	Date Schedule attached.
8. Payment terms:	<i>Check the one that applies (see below for more information):</i> <input type="checkbox"/> Time and Materials <input type="checkbox"/> Deliverables

9. Payment Terms [*complete A for Task Orders including one or more deliverables-based payments or B for Time and Materials Task Orders.*]

A. Deliverables-based.

	<u>Deliverable</u>	<u>Total Cost*</u>
1.		\$1
2.		\$1
3.		\$1
4.		\$1
5.		\$1
6.		\$1
7.		\$1
	Total:	\$7.00

*Due upon satisfactory completion as determined by the MTC Project Manager.

B. Time and Materials

Specify hourly rate for applicable personnel and include estimate of expenses.

	<u>Personnel/Expense</u>	<u>Duties</u>	<u>Rate</u>	<u>Est. Hours</u>	<u>Total Cost</u>
1.			\$		\$1
2.			\$		\$1
3.			\$		\$1
4.			\$		\$1
5.			\$		\$1
Total:					\$5.00

<u>Activity</u>	<u>Lead</u>	<u>Estimated Amount Budgeted</u>
		\$1
		\$1
		\$1
		\$1
		\$1
		\$1
TOTAL MAXIMUM PAYMENT		\$6.00

METROPOLITAN TRANSPORTATION
COMMISSION

CONSULTANT

Insert name and title of section director
Date: _____

Insert name and title of authorized individual
Date: _____

Task Order Schedule

<u>Deliverable/Milestone</u>		<u>Due Date</u>
		Date

Detailed Description of Work

Task Order #: Title

1. Description of subtask 1.
Deliverable – deliverable name
2. Description of subtask 2.
Deliverable – deliverable name
3. Description of subtask 3.
Deliverable – deliverable name
4. Etc.

ATTACHMENT B
Project Schedule

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

ATTACHMENT C
Compensation and Method of Payment

FIRM FIXED PRICE

A. Compensation. CONTRACTOR shall be paid, as full compensation for the satisfactory completion of the work described in Attachment A, Scope of Work, the firm fixed sum of _____ dollars (\$_____), 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 Assignments, attached hereto and incorporated herein by this reference. In no event shall the total compensation to be paid CONTRACTOR under the Agreement exceed the Maximum Payment specified in Article 3 of the Agreement.

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

Task	Deliverables (#)	Amount Due
1	Do this (#1)	\$0
2	Do that (#2)	\$0
		0
	Excel is inside Word Tables. Highlight field, hit F9 or Table Formula = Format \$.	\$0.00
		highlight #, hit F9

C. Method of Payment. CONTRACTOR shall submit an invoice identifying the project deliverable or milestone for which payment is sought no later than thirty (30) days after MTC's acceptance of such deliverable/milestone. If applicable, CONTRACTOR's final invoice must include the certification that all Personally Identifiable Information (PII) has been destroyed in accordance with Attachment F, Special Conditions Relating to Personally Identifiable Information.

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

ATTACHMENT C-1 Cost and Price Analysis

COST AND PRICE ANALYSIS - RESEARCH AND DEVELOPMENT CONTRACTS			
This form is to be used in lieu of FAA Form 3515 as provided under FAPR 2-16.260-2, it will be executed and submitted with proposals in response to "Requests for Proposals," for procurement of research and development services. If your cost accounting system does not permit analysis of costs as required, contact the purchasing office for further instructions.			PURCHASE REQUEST NUMBER
NAME AND ADDRESS OF OFFERER		TITLE OF PROJECT	
DETAIL DESCRIPTION	ESTIMATED HOURS	RATE/HOUR	TOTAL ESTIMATED COST (Dollars)
1. DIRECT LABOR(Specify)			
TOTAL DIRECT LABOR			
2. BURDEN (Overhead-specify) Dept. or Cost Center	Burden Rate	X BASE	BURDEN (\$)
TOTAL BURDEN			
3. DIRECT MATERIAL			
TOTAL MATERIAL			
4. SPECIAL TESTING (Including field work at Government installations)			
TOTAL SPECIAL TESTING			
5. SPECIAL EQUIPMENT (If direct charge - specify in Exhibit B on reverse)			
6. TRAVEL (If direct charge)			
a. TRANSPORTATION			
b. PER DIEM OR SUBSISTENCE			
TOTAL TRAVEL			
7. CONSULTANTS (Identify - purpose - rate)			
TOTAL CONSULTANTS			
8. SUBCONTRACTORS (Specify in Exhibit A on reverse)			
9. OTHER DIRECT COSTS (Specify in Exhibit B on reverse - explain royalty costs, if any)			
10. TOTAL DIRECT COST AND BURDEN			
11. GENERAL AND ADMINISTRATIVE EXPENSE (Rate % of item nos.)			
12. TOTAL ESTIMATED COST			
13. FIXED FEE OR PROFIT (State basis for amount in proposal)			
14. TOTAL ESTIMATED COST AND FIXED FEE OR PROFIT			

LABOR – HOUR

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

USE WHERE EXPENSES ARE PROVIDED FOR

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

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

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

TASK ORDERS

A. Compensation. CONSULTANT shall be compensated for its work as specified in signed Task Orders. All Task Orders shall be developed according to the process established in Attachment A-1, Task Order Process, attached hereto and incorporated herein, and should include, at a minimum, a completed form as shown in Attachment A-2, Task Order Form. Payment terms may be based on acceptance of agreed-upon deliverables or upon time and materials reimbursement, depending on the requirements of each Task Order. For time and materials-based payment of Task Orders, labor rates in Attachment D, Key Personnel Assignments, shall apply. The hourly rates in Attachment D include all applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, equipment, materials and supplies. Said hourly rates shall remain in effect for the term of the Agreement, unless MTC's prior written authorization is obtained for any changes. In no event shall the total compensation to be paid CONSULTANT under the Agreement exceed the Maximum Payment specified in Article 3 of the Agreement.

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

C. Method of Payment. CONSULTANT shall submit invoices for services rendered no more frequently than on a monthly basis. Invoices shall identify work for which payment is requested by Task Order number (including fiscal year). All invoices will be dated, numbered in serial order, and signed by CONSULTANT. If applicable, CONSULTANT's final invoice must include the certification that all Personally Identifiable Information (PII) has been destroyed in accordance with Attachment F, Special Conditions Relating to Personally Identifiable Information.

For Task Orders authorizing payment on the basis of satisfactory deliverables, CONSULTANT shall specify each deliverable for which payment is requested, the amount requested, and the total amount paid to date under the Task Order.

For Task Orders authorizing time and materials payment, CONSULTANT shall submit invoices for services rendered on a monthly basis, covering fees and expenses for a single calendar month. Each invoice shall specify the work performed, hours worked, and amount due (by personnel), authorized expenses (with receipts for such expenses), the total amount claimed under the invoice and the amount paid to date under the Task Order.

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

Property insurance is required for all contracts.

1. INSURANCE

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

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

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

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

2. Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations of CONTRACTOR and CONTRACTOR's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of MTC.

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

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

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

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

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

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

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

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

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

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

In the event that MTC seeks coverage as an additional insured under any CONTRACTOR insurance policy that contains a deductible or self-insured retention, CONTRACTOR shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of CONTRACTOR, subconsultant, subcontractor, or any of their employees, officers or directors, even if CONTRACTOR or subcontractor 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, CONTRACTOR shall:

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

F. Failure to Maintain Insurance. All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of CONTRACTOR's personnel, subcontractors, subcontractors, and equipment have been removed from MTC's

property, and the work or services have been formally accepted. CONTRACTOR must notify MTC if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

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

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

2. FINANCIAL SECURITY (BONDS)

Not Used

3. ADDITIONAL INSURED

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

ATTACHMENT F

Special Conditions Relating to Personally Identifiable Information

CONTRACTOR will have access to personally identifiable information (“PII”) in connection with the performance of the Agreement. PII is any information that is collected or maintained by MTC or CONTRACTOR that identifies or describes a person or can be directly linked to a specific individual. Examples of PII include name, address, phone or fax number, date of birth, or travel pattern data. The following special conditions related to the confidentiality and use of PII apply to this Agreement:

1. Right to Audit

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

2. General Confidentiality of Data

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

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

CONTRACTOR is prohibited from storing PII on portable media including, but not limited to, laptops, thumbdrives, disks and so forth.

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

3. Compliance with Statutes and Regulations

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

4. Subcontractors

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

5. Contractor Guarantees

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

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

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

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

6. Notice of Security Breach

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

Privacy Officer
privacyofficer@mtc.ca.gov
(510) 817-5700

ATTACHMENT G
Subcontractor List

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

ATTACHMENT H

Federally Required Clauses

1. EQUAL EMPLOYMENT OPPORTUNITY

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

2. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

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

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

C. The DBE goal for this Agreement is six percent (6%), CONTRACTOR must meet the DBE goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.

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

E. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.2.1. Performance of DBE Contractor and other DBE Subcontractors/Suppliers

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.

B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

2.2. Prompt Payment of Funds Withheld to Subcontractors

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

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

2.3. DBE Records

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

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

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

2.4. DBE Certification and Decertification Status

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

3. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

4. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

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

5. STATE ENERGY CONSERVATION PLAN

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

6. ALLOWABILITY OF COSTS

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

7. RELEASE OF FUNDS WITHHELD FROM SUBCONTRACTORS

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

8. LICENSE FOR FEDERAL GOVERNMENT PURPOSES

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

9. IDENTIFICATION OF DOCUMENTS

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

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

10. RECORDS

CONTRACTOR agrees to establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs. CONTRACTOR further agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of three (3) years from submission of final expenditure report; four (4) years following the fiscal year of last expenditure under the Agreement; or until completion of any litigation, claim or audit, whichever is longer. Copies of CONTRACTOR's audits, if any, performed during the course of Project development and at Project completion shall be forwarded to MTC no later than one hundred eighty (180) days after fiscal year end close.

11. AUDITS

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

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

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

12. FLY AMERICA REQUIREMENTS.

CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the “Fly America Act”) in accordance with the General Services Administration's regulations at 41 CFR Part 301 - 10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property to the extent such service is available, unless travel by foreign air carrier is a matter of necessity as defined by the Fly America Act. CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements, if used. CONTRACTOR agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

13. ENERGY CONSERVATION.

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

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

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

part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on CONTRACTOR, to the extent the Federal Government deems appropriate.

- C. CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor/subconsultant who will be subject to the provisions.

15. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

16. DEBARMENT

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

17. CLEAN AIR AND WATER POLLUTION ACTS

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

18. LOBBYING

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

ATTACHMENT H-1

**Exhibit 10-O1: Local Agency Consultant DBE Commitment
(Inclusive of all DBEs at time of proposal)**

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

Contractor to Complete this Section			
1. Local Agency Name: <u>Metropolitan Transportation Commission</u> 2. Project Location: <u>San Francisco Bay Area</u> 3. Project Description: <u>511 San Francisco Bay Area System Integrator</u> 4. Contractor Name: _____ 5. Contract DBE Goal %: <u>6%</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Local Agency to Complete this Section		10. Total % Claimed	_____ %
16. Local Agency Contract Number: _____ 17. Federal-aid Project Number: <u>STP CML 6084 (176)</u> 18. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate: <u>Ryan DeCoud</u> 19. Local Agency Representative Name (Print)		11. Preparer's Signature _____ 12. Preparer's Name (Print) _____ 13. Preparer's Title _____	14. Date _____ 15. (Area Code) Tel. No. _____
20. Local Agency Representative Signature _____	21. Date _____	14. Date _____ 15. (Area Code) Tel. No. _____	
22. Local Agency Representative Title _____	23. (Area Code) Tel. No. _____	14. Date _____ 15. (Area Code) Tel. No. _____	

Distribution: (1) Original – Submit with Award Package
(2) Copy – Local Agency files

INSTRUCTIONS - LOCAL AGENCY CONTRACTOR DBE COMMITMENT

CONTRACTOR Section

The CONTRACTOR shall:

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

Local Agency Section:

The Local Agency representative shall:

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

ATTACHMENT H-2

**Exhibit 10-O2: Local Agency Contractor DBE Information
(Inclusive of all DBEs listed at bid proposal)**

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

Consultant to Complete this Section			
1. Local Agency Name: <u>Metropolitan Transportation Commission</u> 2. Project Location: <u>San Francisco Bay Area</u> 3. Project Description: <u>511 San Francisco Bay Area System Integrator</u> 4. Total Contract Award Amount: \$ _____ 5. Contractor Name: _____ 6. Contract DBE Goal %: <u>6%</u> 7. Total Dollar Amount for all Subcontractors: \$ _____ 8. Total Number of all Subcontractors: _____			
Award DBE Information			
9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section		13. Total Dollars Claimed	12. DBE Dollar Amount
20. Local Agency Contract Number: _____ 21. Federal-aid Project Number: <u>STP CML 6084 (176)</u> 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate: <u>Ryan DeCoud</u> 23. Local Agency Representative Name (Print)		\$ _____	\$ _____
24. Local Agency Representative Signature _____ 25. Date _____ 26. Local Agency Representative Title _____ 27. (Area Code) Tel. No. _____		14. Total % Claimed _____ %	
Caltrans to Complete this Section		15. Preparer's Signature	16. Preparer's Name (Print)
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness: 28. DLAE Name (Print) _____ 29. DLAE Signature _____ 30. Date _____		_____	_____
		17. Preparer's Title _____	18. Date _____ 19. (Area Code) Tel. No. _____

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

INSTRUCTIONS - LOCAL AGENCY CONTRACTOR DBE INFORMATION

Contractor Section

Consultant shall:

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

Local Agency Section:

The Local Agency representative shall:

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

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

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

ATTACHMENT H-3

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

Project Name			Agency	Contract Term:	NTE Amount:	Federal Aid #:
Prime Contractor	Contract Name	Address	City, State, Zip Code	Email	Phone	Fax

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

BA-Black American NA-Native American
 APA-Asian Pacific American W-Women

ATTACHMENT H-4, Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontracts Form

Local Assistance Procedures Manual

EXHIBIT 17-F Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS

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

CEM-2402F (REV 02/2008)

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR				BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT \$
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS			DATE OF FINAL PAYMENT
				NON-DBE	DBE	DATE WORK COMPLETE	
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
ORIGINAL COMMITMENT \$			TOTAL	\$	\$		
DBE							
List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.							

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE	BUSINESS PHONE NUMBER	DATE
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT		
RESIDENT ENGINEER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts:

Original - District Construction

Copy- Business Enterprise Program

Copy- Contractor

Copy Resident Engineer

Copy Distribution-Local Agency contracts:

Original - District Local Assistance Engineer (submitted with the Report of Expenditure)

Copy- District Local Assistance Engineer

Copy- Local Agency file

**FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS
CEM 2402(F) (Rev. 02/2008)**

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the “final payment” to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

ATTACHMENT I
State Required Clauses

ATTACHMENT I-1

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, CONSULTANT shall not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. CONTRACTOR shall take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

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

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

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

5. Remedies for Willful Violation:

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

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by CONTRACTOR and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to CONTRACTOR, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure CONTRACTOR's breach of this Agreement.

ATTACHMENT I-2

NONDISCRIMINATION ASSURANCES

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

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

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

5. That where CONTRACTOR receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

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

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

Appendix C;

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

Appendix D;

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

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

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

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

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

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

11. CONTRACTOR shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the

administration on its DBE Program or the requirements of 49 CFR Part 26. CONTRACTOR shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of STATE assisted contracts. The California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement for Local Agencies is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out the Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et seq.)

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

APPENDIX A TO ATTACHMENT I-2

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

(1) **Compliance with Regulations:** CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

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

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

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

(5) **Sanctions for Noncompliance:** In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

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

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

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

APPENDIX B TO ATTACHMENT I-2

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

(GRANTING CLAUSE)

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

(HABENDUM CLAUSE)

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

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

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

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

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become

the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

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

APPENDIX C TO ATTACHMENT I-2

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

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

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

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

(Include in deeds)*

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

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

APPENDIX D TO ATTACHMENT I-2

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

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

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

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

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

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

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

(Include in deeds)*

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

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

ATTACHMENT I-3, STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS

Caltrans Non – Discrimination

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

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

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

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

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

APPENDIX 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 its Agreement with MTC, placed with insurers with a Best's rating of A-VIII or better.

Yes (√)	Please certify by checking the box below that required coverages will be provided within ten (10) days of MTC's notice to firm that it wishes to contract with the firm.
—	<u>Workers' Compensation Insurance</u> with Statutory limits, and <u>Employer's Liability Insurance</u> with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of MTC. Such <u>Workers Compensation & Employer's Liability</u> may be waived, if and only for as long as CONSULTANT is a sole proprietor or a corporation with stock 100% owned by officers with no employees. Should any bridge work require coverage for the United States Longshore Harbor Workers Act, CONSULTANT agrees to furnish proof of insurance, if required.
—	<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 that 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 MTC. MTC and _____, 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.
—	<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 that shall not be less than \$1,000,000 combined single limit per accident.
—	<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.
—	<u>Errors and Omissions Professional Liability Insurance</u> for errors and omissions and the resulting damages, including, but not limited to, economic loss to MTC and having

	<p>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 the 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 its Agreement with MTC, materials or property to be purchased and/or installed on behalf of MTC (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC.</p>
<p>_____</p>	<p>[Use if contract involves employee dishonesty/crime exposures, such as cash handling or potential for theft (Janitorial services)] <u>Employee Dishonesty/Crime Insurance.</u> An Employee Dishonesty insurance policy covering CONSULTANT's employees for loss of or damage to money, securities or other property resulting from theft. The following limits of liability should apply: (a) Employee Dishonesty - \$250,000; and (b) Client Property Blanket Bond - \$250,000. CONSULTANT shall reimburse MTC for any and all losses within the deductible, for insured losses, the cost to prove the loss, accountants' fees, defense costs including attorneys' fees and any other fees associated with a claim. In lieu of a Client Property Blanket Bond, the policy shall contain a Joint Loss Payee endorsement or other Third Party coverage naming MTC.</p>
<p>_____</p>	<p>[Use if contract involves Pollution Liability exposures] <u>Contractors' Pollution Liability Insurance.</u> Contractors' Pollution Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$1,000,000 per occurrence or claim and a general aggregate limit of at least \$1,000,000. This insurance shall include coverage for, but not be limited to sudden and accidental discharges; gradual discharges, clean-up of pollutants and disposal thereof; and, mold, asbestos or lead, if an abatement contract. If CONSULTANT disposes of Hazardous Materials under its Agreement with MTC, CONSULTANT shall designate the disposal site and provide a certificate of insurance from the disposal facility to MTC.</p> <p>CONSULTANT's Business Automobile Liability coverage shall also be extended to cover pollution liability during loading; unloading and while in transit including, but not limited to, the perils of collision and upset. Coverage may be provided by endorsement to the general liability and automobile policies or by a separate policy.</p> <p>Such policy shall contain a Waiver of Subrogation in favor of MTC.</p>

MTC, _____, 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.

Consultant's obligation to provide the insurance described herein may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to MTC.

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

In the event that MTC seeks coverage as an additional insured under any 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.

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 its Agreement with MTC or the beginning of any work under such Agreement;
2. Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
3. If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, 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 MTC's property, and the work or services have been formally accepted.

Consultant must notify MTC if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of its Agreement with MTC.

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

The foregoing requirements as to the types and limits of insurance coverage to be maintained by 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 its Agreement with MTC.

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

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

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

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

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

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

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

APPENDIX F, FEDERAL REQUIREMENTS

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

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

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

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, *Appendix F-3*, "Local Agency Consultant DBE Commitment" form and *Appendix F-4*, "Local Agency Consultant DBE Information" form shall be included in the procurement document. In order for a Proposer to be considered responsible and responsive, the Proposer must make good faith efforts to meet the goal established for the

contract. If the goal is not met, the Proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal, and all DBE participation shall be collected and reported.

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

4. DBE PARTICIPATION GENERAL INFORMATION

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

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

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database,

please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.

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

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, that is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the

delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**APPENDIX F-1, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS**

(Third Party Contracts and Subcontracts over \$25,000)

Instructions for Certification:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MTC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC may pursue available remedies including suspension and/or debarment.

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

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

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

Date

(signature of authorized official)

(type/print name and title)

APPENDIX F-2, CERTIFICATION OF RESTRICTIONS ON LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Executed this _____ day of _____, 201__.

By:

(signature of authorized official)

(title of authorized official)

APPENDIX F-3, LOCAL AGENCY CONSULTANT DBE COMMITMENT
 (Inclusive of all DBEs at time of proposal)

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

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Consultant Name: _____			
5. Contract DBE Goal %: _____			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Local Agency to Complete this Section		10. Total % Claimed	_____ %
16. Local Agency Contract Number: _____			
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		11. Preparer's Signature _____	
19. Local Agency Representative Name (Print) _____		12. Preparer's Name (Print) _____	
20. Local Agency Representative Signature _____		13. Preparer's Title _____	
21. Date _____		14. Date _____	
22. Local Agency Representative Title _____		15. (Area Code) Tel. No. _____	
23. (Area Code) Tel. No. _____			

Distribution: (1) Original – Submit with Award Package
 (2) Copy – Local Agency files

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE COMMITMENT

Consultant Section

The Consultant shall:

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

Local Agency Section:

The Local Agency representative shall:

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

APPENDIX F-4, LOCAL AGENCY CONSULTANT DBE INFORMATION

(Inclusive of all DBEs listed at bid proposal)

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

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Subcontractors: \$ _____			
8. Total Number of <u>all</u> Subcontractors: _____			
Award DBE Information			
9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section		13. Total Dollars Claimed	12. DBE Dollar Amount
20. Local Agency Contract Number: _____		\$ _____	_____ %
21. Federal-aid Project Number: _____			
22. Contract Execution Date: _____		14. Total % Claimed	
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print)		15. Preparer's Signature	
24. Local Agency Representative Signature	25. Date	16. Preparer's Name (Print)	
26. Local Agency Representative Title	27. (Area Code) Tel. No.	17. Preparer's Title	
Caltrans to Complete this Section			
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
28. DLAE Name (Print)	29. DLAE Signature	18. Date	
30. Date		19. (Area Code) Tel. No.	

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

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE INFORMATION

Consultant Section

The Consultant shall:

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

Local Agency Section:

The Local Agency representative shall:

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

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

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

APPENDIX F-5, DBE INFORMATION – GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

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

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

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

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

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

Publications:

Date of Advertisement:

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

Names of DBEs Solicited:

Date of Initial Solicitation:

Follow Up Methods and Dates:

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

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

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

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

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

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

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

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

Name of Agency/Organization:	Method/Date of Contact:	Results:
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H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

APPENDIX G, USAGE INFORMATION

Table G-1: Monthly Use of SF Bay 511 (Q1 2013 - Q1 2015)

Month	Call Volume	Web User Sessions	Mobile User Sessions
Jan-13	587,208	2,022,084	34,558
Feb-13	517,384	1,973,631	30,770
Mar-13	455,045	2,335,610	32,036
Apr-13	656,173	2,231,570	30,417
May-13	699,109	2,299,082	35,342
Jun-13	641,127	2,294,981	25,198
Jul-13	714,484	3,385,662	54,684
Aug-13	730,235	2,794,828	55,615
Sep-13	711,038	2,522,709	48,847
Oct-13	773,275	3,212,428	54,369
Nov-13	689,996	2,371,465	44,552
Dec-13	653,961	2,083,845	36,456
Jan-14	629,604	2,135,165	32,477
Feb-14	631,995	2,147,954	30,618
Mar-14	641,335	2,095,396	30,818
Apr-14	651,107	1,845,486	30,864
May-14	713,146	2,300,004	34,911
Jun-14	686,720	2,424,809	34,902
Jul-14	735,630	2,634,251	41,322
Aug-14	752,042	2,730,614	72,521
Sep-14	761,651	2,447,298	110,299
Oct-14	758,962	2,494,640	112,543
Nov-14	668,613	2,288,998	108,269
Dec-14	711,567	2,734,778	156,235
Jan-15	629,766	2,183,123	111,060
Feb-15	532,156	1,842,680	97,508
Mar-15	646,138	2,208,681	104,139

Table G-2: Peak Daily Use of 511 Systems During Emergencies

System	Metric	Dec. 2014 Severe Storm	Oct. 2013 BART Strike	2013 Bay Bridge Weekend Closure	Jul. 2013 BART Strike
Homepage	user sessions	78,580	121,005	67,972	203,046
Traffic Page	user sessions	143,735	40,362	36,070	80,828
Transit Page	user sessions	49,097	66,941	54,239	93,923
Alert Page (alert.511.org)	Page views	11,106	45,695	18,896	113,899
Phone	calls	30,099	39,214	30,109	38,500
Mobile	user sessions	16,841	3,541	3,109	5,157

APPENDIX H, PRELIMINARY REQUIREMENTS

Document is available for download on the MTC procurements page at
<http://procurements.mtc.ca.gov/>.

APPENDIX I-1 BIDDER'S BOND SINGLE SURETY

KNOW ALL MEN BY THESE PRESENTS. That we _____ as
PRINCIPAL, and _____ as SURETY, are held and
firmly bound unto the Bay Area Toll Authority, hereinafter called BATA, in the penal sum of TEN PER
CENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said
Principal to BATA, for the work described below, for the payment of which sum in lawful money of the
United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety
hereunder exceed the sum of

\$ _____

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

(insert date of Bid opening)

For _____

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of
_____, 2009.

Principal

(SEAL)

Surety

(SEAL)

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

APPENDIX I-2 BIDDER'S BOND FORM MULTIPLE SURETY

KNOW ALL MEN BY THESE PRESENTS. That we _____ as PRINCIPAL, and the undersigned corporations as Sureties, are held and firmly bound unto the Bay Area Toll Authority , hereinafter called BATA, in the penal sum of TEN PER CENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to BATA, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents, provided that we, the Sureties, bind ourselves in such sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself jointly and severally with the Principal for the payment of such sum only as appears opposite its name in the schedule hereinafter set forth.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the above-mentioned bid to BATA, for certain work and services specifically described as follows, for which bids are to be opened on _____
(insert date of Bid opening)

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

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

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

The schedule of sums for the payment of which each surety is jointly and severally bound with the Principal as hereinabove set forth, is as follows:

<u>Surety</u>	<u>Name and State of Incorporation</u>	<u>Limit of Liability</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 2009.

[SEAL]

Principal

By _____

Surety

[SEAL]

Principal

By _____

Surety

[SEAL]

Principal

By _____

Surety

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

APPENDIX I-3 PERFORMANCE BOND

ANNUALLY RENEWABLE PERFORMANCE BOND TO ACCOMPANY CONTRACT

KNOW ALL MEN BY THESE PRESENTS

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

as principal, hereinafter designated as the “Contractor,” a contract for the work described as follows:

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

NOW, THEREFORE, We, the undersigned Contractor and Surety, are held and Contractorly bound unto MTC, in the sum of _____dollars (\$_____), to be paid to MTC or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, Contractorly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

This bond is effective _____ and annually renewable, with renewal automatic unless ninety (90) days prior to renewal MTC receives written formal notice by registered mail from the surety of its intent not to renew.

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

Contractor

Surety

Attorney in Fact

[SEAL]