



BOARD AGENDA

Orange County Transportation Authority Board Meeting
Orange County Transportation Authority Headquarters
Board Room - Conference Room 07-08
550 South Main Street
Orange, California
Monday, June 22, 2020 at 9:00 a.m.

REVISED

Any person with a disability who requires a modification or accommodation in order to participate in this meeting should contact the OCTA Clerk of the Board, telephone (714) 560-5676, no less than two (2) business days prior to this meeting to enable OCTA to make reasonable arrangements to assure accessibility to this meeting.

Agenda Descriptions

The agenda descriptions are intended to give members of the public a general summary of items of business to be transacted or discussed. The posting of the recommended actions does not indicate what action will be taken. The Board of Directors may take any action which it deems to be appropriate on the agenda item and is not limited in any way by the notice of the recommended action.

Public Comments on Agenda Items

Members of the public may address the Board of Directors regarding any item. Please complete a speaker's card and submit it to the Clerk of the Board or notify the Clerk of the Board the item number on which you wish to speak. Speakers will be recognized by the Chairman at the time the agenda item is to be considered. A speaker's comments shall be limited to three (3) minutes.

Public Availability of Agenda Materials

All documents relative to the items referenced in this agenda are available for public inspection at www.octa.net or through the Clerk of the Board's office at the OCTA Headquarters, 600 South Main Street, Orange, California.



BOARD AGENDA

Guidance for Public Access to the Board of Directors Meeting

On March 12, 2020 and March 18, 2020, Governor Gavin Newsom enacted Executive Orders N 25 20 and N 29 20 authorizing a local legislative body to hold public meetings via teleconferencing and make public meetings accessible telephonically or electronically to all members of the public to promote social distancing due to the state and local State of Emergency resulting from the threat of Novel Coronavirus (COVID-19).

In accordance with Executive Order N 29 20, and in order to ensure the safety of the Orange County Transportation Authority (OCTA) Board of Directors (Board) and staff and for the purposes of limiting the risk of COVID-19, in person public participation at public meetings of the OCTA will not be allowed during the time period covered by the above referenced Executive Orders.

Instead, members of the public can listen to AUDIO live streaming of the Board and Committee meetings by clicking the below link:

<http://www.octa.net/About-OCTA/Who-We-Are/Board-of-Directors/Live-and-Archived-Audio/>

Public comments may be submitted for the upcoming Board and Committee meetings by emailing them to boardofdirectors@octa.net

If you wish to comment on a specific agenda Item, please identify the Item number in your email. All public comments that are timely received will be part of the public record and distributed to the Board. Public comments will be made available to the public upon request.

In order to ensure that staff has the ability to provide comments to the Board Members in a timely manner, please submit your public comments **30 minutes prior to the start time of the Board and Committee meeting date.**



BOARD AGENDA

Call to Order

Roll Call

Invocation

Director Sidhu

Pledge of Allegiance

Chairman Jones

Special Calendar

Orange County Local Transportation Authority Special Calendar Matters

- 1. Public Hearing to Amend the Measure M2 Orange County Local Transportation Authority Ordinance No. 3**
Adriann Cardoso/Kia Mortazavi

Overview

On May 11, 2020, the Board of Directors directed staff to initiate the process to amend Measure M2 Orange County Local Transportation Authority Ordinance No. 3. The amendment will temporarily change the maintenance of effort requirements for fiscal year 2019-20 and fiscal year 2020-21 to assist local jurisdictions through this unprecedented period of uncertainty due to the economic impacts of the novel coronavirus pandemic. The amendment process calls for notifications to local jurisdictions, public notification, and a public hearing prior to the adoption of the proposed amendment.

Recommendations

- A. Amend the Orange County Local Transportation Authority Measure M2 Ordinance No. 3 to modify the maintenance of effort requirements for fiscal year 2019-20 and fiscal year 2020-21 to address anticipated near-term negative growth in general fund revenues due to the novel coronavirus pandemic.
- B. Direct staff to provide written notice of the amendment to local jurisdictions.



BOARD AGENDA

2. Taxpayer Oversight Committee New Member Recruitment and Lottery
Alice T. Rogan/Maggie McJilton

Overview

Measure M2 Ordinance No. 3 requires a committee to oversee implementation of the program of Investment Plan. Each year, new committee members are recruited and selected to fill vacancies left by expired terms. The recruitment process for the Measure M2 Taxpayer Oversight Committee has been completed for 2020, and a lottery must take place in public session to fill vacancies in the Second and Third Supervisorial districts.

Recommendation

Pursuant to the Measure M2 Ordinance, conduct the lottery for final selection of new Measure M2 Taxpayer Oversight Committee members by drawing one name each representing the Second and Third Supervisorial districts from the list of recommended finalists from the Grand Jurors Association of Orange County.

Orange County Transportation Authority Special Calendar Matters

3. Coronavirus (COVID-19) Update
Darrell E. Johnson

Overview

The Orange County Transportation Authority has been preparing for and is responding to the public health emergency caused by the coronavirus pandemic and closely monitoring the related transportation implications. Following the directions issued by Governor Gavin Newsom and County public implemented its Emergency Operations Plan and taken steps to ensure the health and safety of the public and Orange County Transportation Authority employees. An overview and update on these efforts are presented.



BOARD AGENDA**Consent Calendar (Items 4 through 27)**

All matters on the Consent Calendar are to be approved in one motion unless a Board Member or a member of the public requests separate action on a specific item.

Orange County Transportation Authority Consent Calendar Matters**4. Approval of Minutes**

Approval of the Orange County Transportation Authority and affiliated agencies' regular meeting minutes of June 8, 2020.

5. Approval to Release Request for Proposals for Back-Office System and Customer Service Center Operations Services for the 405 Express Lanes in Orange County

Kirk Avila/Darrell E. Johnson

Overview

Staff has developed a request for proposals to initiate a competitive procurement process to retain contractor services to provide a back-office system and customer service center operations for the 405 Express Lanes in Orange County.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 0-2352 for selection of a contractor to provide the back-office system and customer service center operations services for the 405 Express Lanes in Orange County.
- B. Approve the release of Request for Proposals 0-2352 to provide the back-office system and customer service center operations services for the 405 Express Lanes in Orange County.



BOARD AGENDA

6. Extension of 91 Express Lanes Temporary Measures
Kirk Avila/Darrell E. Johnson

Overview

In April 2020, the Orange County Transportation Authority and the Riverside County Transportation Commission respective Board of Directors approved the temporary waiving of monthly account maintenance fees for 91 Express Lanes customers. The Orange County Transportation Authority Board of Directors also approved the temporary modification of the 91 Express Lanes Toll Policy to allow the ability to suspend automatic toll rate increases. An additional extension of these measures is being requested for approval.

Recommendations

- A. Authorize the Chief Executive Officer to temporarily waive for a period of up to 90 days, 91 Express Lanes monthly account fees, for the months of July 2020, August 2020, and September 2020.
- B. Authorize the Chief Executive Officer to temporarily modify for a period of up to 90 days the 91 Express Lanes Toll Policy to allow for the ability to remove automatic toll rate increases, if necessary.

7. Cooperative Agreement with the City of Fullerton for the Fullerton Transportation Center Stair Replacement Project
Lora Cross/James G. Beil

Overview

The Orange County Transportation Authority proposes to enter into a cooperative agreement with the City of Fullerton to define roles, responsibilities, and funding for the Fullerton Transportation Center Stair Replacement Project.



BOARD AGENDA**7. (Continued)****Recommendations**

- A. Authorize the use of \$1,295,000 in Federal Transit Administration Section 5337 State of Good Repair Program funds for the Fullerton Transportation Center Stair Replacement Project.
- B. Authorize staff to process all necessary amendments to the Federal Transportation Improvement Program and execute or amend all necessary agreements to facilitate the above actions.
- C. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-0-2266 between the Orange County Transportation Authority and the City of Fullerton to define roles, responsibilities, and funding for the Fullerton Transportation Center Stair Replacement Project.

8. Citizens Advisory Committee Annual Update and Member Appointments

Christina Byrne/Maggie McJilton

Overview

The Orange County Transportation Authority's Citizens Advisory Committee was formed to provide feedback on significant transportation issues, help identify opportunities for community input, and serve as a public liaison for the Orange County Transportation Authority. A summary of the committee's activities during the past year and the new member appointment status is provided with this report.

Recommendation

Receive and file the Citizens Advisory Committee status report.



BOARD AGENDA**9. Special Needs Advisory Committee Annual Update and Member Appointments**

Ryan Maloney/Maggie McJilton

Overview

The Special Needs Advisory Committee was formed to advise the Orange County Transportation Authority on the transportation needs of senior citizens and persons with disabilities. The member appointment status and a summary of the committee's activities during the past year is provided with this report.

Recommendation

Receive and file the Special Needs Advisory Committee's status report.

10. Annual Update to Investment Policy for 2020

Robert Davis/Andrew Oftelie

Overview

The Treasurer is presenting the Orange County Transportation Authority's Investment Policy for 2020. The Investment Policy sets forth the investment guidelines for all funds invested on and after June 10, 2020. As recommended under California Government Code Section 53646(a)(2), the Orange County Transportation Authority is submitting its Investment Policy to be reviewed at a public meeting. Further, the governing body of a local agency has the authorization to appoint, for a period of one year, a Treasurer to invest, reinvest, purchase, exchange, sell, or manage public funds.

Recommendations

- A. Adopt the 2020 Investment Policy dated June 10, 2020.
- B. Authorize the Treasurer to invest, reinvest, purchase, exchange, sell, and manage Orange County Transportation Authority funds during fiscal year 2020-21.



BOARD AGENDA

- 11. Resolution to Establish the Orange County Transportation Authority General Fund Appropriations Limitation for Fiscal Year 2020-21**
Sam Kaur/Andrew Oftelie

Overview

The State Constitution requires that each year the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit for the following year pursuant to Article XIII B.

Recommendation

Adopt Orange County Transportation Authority Resolution No. 2020-023 to establish the Orange County Transportation Authority General Fund appropriations limit at \$12,508,480, for fiscal year 2020-21.

- 12. Approval to Release Request for Proposals for State Legislative Advocacy and Consulting Services**
Kristin Jacinto/Lance M. Larson

Overview

Staff is requesting Board of Directors' approval to release a request for proposals for a firm to provide state legislative advocacy and consulting services to begin when the present term for these services expires on December 31, 2020, coinciding with the 2021-22 legislative session. A draft request for proposals has been developed to initiate a competitive procurement process for these services.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 0-2369 for selection of a firm to provide state legislative advocacy and consulting services.
- B. Approve the release of Request for Proposals 0-2369 to select a firm to provide state legislative advocacy and consulting services for a two-year initial term with two, two-year option terms.



BOARD AGENDA**13. Amendment to Agreement with Potomac Partners DC, for Federal Legislative Advocacy and Consulting Services**

Kristin Jacinto/Lance M. Larson

Overview

On November 12, 2018, the Orange County Transportation Authority Board of Directors approved an agreement with Potomac Partners DC, for federal legislative and consulting services for a two-year initial term, with two, two-year option terms. Staff is requesting approval to exercise the first option term effective January 1, 2021, through December 31, 2022.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 1 to Agreement No. C-8-1750 between the Orange County Transportation Authority and Potomac Partners DC, to exercise the first option term of the agreement, in the amount of \$480,000, for federal legislative advocacy and consulting services. This will increase the maximum obligation of the agreement to a total contract value of \$960,000.

14. State Legislative Status Report

Alexis Leicht/Lance M. Larson

Overview

An update is provided on discussions related to the Fiscal Year 2020-21 State Budget. An overview of a bill related to State Route 241 is provided. Updates are provided regarding an informational hearing related to high-speed rail, advocacy to postpone new California Environmental Quality Act requirements, and the confirmation of a new director of the California State Department of Transportation.

Recommendation

Receive and file as an information item.



BOARD AGENDA

15. Federal Legislative Status Report
Dustin J. Sifford/Lance M. Larson

Overview

Updates are provided on federal funding efforts to assist in the response to the novel coronavirus pandemic, surface transportation reauthorization legislation, and litigation on recent air quality regulations. Summaries of two transportation hearings are also provided.

Recommendation

Receive and file as an information item.

16. Proposed Schedule for the Orange County Transportation Authority's 2021-22 State and Federal Legislative Platforms
Dustin J. Sifford/Lance M. Larson

Overview

The Orange County Transportation Authority is preparing legislative platforms for the upcoming sessions of the California State Legislature and United States Congress beginning in 2021. The legislative platforms communicate comprehensive legislative and regulatory priorities that provide direction to staff, advocates, and legislative representatives in Sacramento and Washington, D.C.

Recommendation

Approve the preparation plan and timeline for the Orange County Transportation Authority State and Federal Legislative Platforms.



BOARD AGENDA**Orange County Transit District Consent Calendar Matters**

- 17. Revenue Vehicle Maintenance, Internal Audit Report No. 20-506**
Serena Ng/Janet Sutter

Overview

The Internal Audit Department of the Orange County Transportation Authority has completed an audit of revenue vehicle maintenance. Based on the audit, controls in place to ensure compliance with revenue vehicle maintenance standards and related policy and procedures are generally adequate. One recommendation was made to further enhance work order templates.

Recommendation

Direct staff to implement the recommendation provided in Revenue Vehicle Maintenance, Internal Audit Report No. 20-506.

- 18. Agreement for Graphic Design Services for Bus Service Change Materials**
Jennifer O'Connor/Maggie McJilton

Overview

On March 16, 2020, the Orange County Transportation Authority issued a request for proposals for professional services to provide graphic design and production services for the bus service change materials. Board of Directors' approval is requested to execute an agreement for these services.

Recommendations

- A. Approve the selection of Digital Graphics Centre as the firm to provide graphic design and production services for bus service change materials.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2178 between the Orange County Transportation Authority and Digital Graphics Centre, in the amount of \$210,000, for a three-year initial term with two, two-year option terms, to provide graphic design and production services for the bus service change materials.



BOARD AGENDA

19. Agreement for Printing, Packaging, and Delivery of the Bus Book
Jennifer O'Connor/Maggie McJilton

Overview

The Orange County Transportation Authority provides the public with bus service information to the public through a variety of means including the printed bus book, which is updated for each major service change with new maps, schedules, and other essential information. Consultant services are used to provide printing, packaging, and delivery of bus books for bus service changes. The current contract will expire on August 31, 2020. Board of Directors' approval is requested to execute an agreement to continue providing printing, packaging, and delivery of bus books in support of bus service change communications.

Recommendations

- A. Approve the selection of Southwest Offset Printing Co., Inc. as the firm to provide printing, packaging, and delivery of bus books in support of bus service change communications.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2198 between the Orange County Transportation Authority and Southwest Offset Printing Co., Inc., in the amount of \$180,000, for a three-year initial term with two, two-year option terms, to provide printing, packaging, and delivery of bus books in support of bus service change communications, on an as-needed basis.

20. Amendment to Agreement with MV Transportation, Inc., for the OC ACCESS Service
Jack Garate/Jennifer L. Bergener

Overview

On July 1, 2013, the Orange County Transportation Authority Board of Directors approved an agreement with MV Transportation, Inc., for the management and operation of OC ACCESS service, which was subsequently extended through June 30, 2021. On March 19, 2020, the Governor issued a stay-at-home order in response to the novel coronavirus, which resulted in a significant decrease in OC ACCESS ridership. Staff requests an extension of the existing agreement through December 31, 2021, to allow time for the Orange County Transportation Authority to evaluate the novel coronavirus impact on the OC ACCESS service and to provide prospective proposers sufficient time to review and respond to a request for proposals.



BOARD AGENDA**20. (Continued)****Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 9 to Agreement No. C-2-1865 between the Orange County Transportation Authority and MV Transportation, Inc., in the amount of \$24,377,535, to extend the term of the agreement for an additional six months to operate the OC ACCESS service through December 31, 2021. This will increase the maximum obligation amount of the agreement to \$375,620,065.

21. Amendment to Agreement with First Transit, Inc., for the Provision of Contracted Fixed-Route Service

Beth McCormick/Jennifer L. Bergener

Overview

On March 23, 2015, the Orange County Transportation Authority Board of Directors approved an agreement with First Transit, Inc., for the management and operation of contracted fixed-route service, which was extended through May 31, 2021. On March 23, 2020, as a result of the novel coronavirus pandemic, OC Bus fixed-route service was reduced to Sunday service levels seven days a week. This temporary, emergency action reduced the amount of service provided by First Transit, Inc. under this agreement by more than 50 percent. First Transit, Inc. has requested financial relief to cover expenses incurred related to employees and operations as the result of the novel coronavirus pandemic through June 13, 2020. The Coronavirus Aid, Relief, and Economic Security Act of 2020, specifically provides for this relief with guidance from the Federal Transit Administration. Staff requests approval of an amendment to the agreement with First Transit, Inc., to provide financial relief for costs related to the coronavirus pandemic through June 13, 2020, in an amount estimated to be \$1,750,555.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 10 to Agreement No. C-4-1737 between the Orange County Transportation Authority and First Transit, Inc., to allow reimbursement of specific expenses related to the novel coronavirus pandemic on a pass-through basis estimated to be \$1,750,555, for the period March 23 through June 13, 2020.



BOARD AGENDA**22. Bus Operations Performance Measurements Report for the Third Quarter of Fiscal Year 2019-20**

Johnny Dunning, Jr./Jennifer L. Bergener

Overview

The Orange County Transportation Authority operates fixed-route bus and demand-response paratransit service throughout Orange County and into neighboring counties. The established measures of performance for these services assess the safety, courtesy, reliability, and overall quality of these services. This report summarizes the year-to-date performance of these services through the third quarter of fiscal year 2019-20.

Recommendation

Receive and file as an information item.

Orange County Local Transportation Authority Consent Calendar Matters**23. Approval to Release Request for Proposals for Consultant Services to Prepare the Project Report and Environmental Document for the Interstate 5 Improvement Project from San Diego County Line to Avenida Pico**

Josue Vaglienty/James G. Beil

Overview

Staff has developed a request for proposals to initiate a competitive procurement process to retain consultant services to prepare the project report and environmental document for the Interstate 5 improvement project from San Diego County Line to Avenida Pico.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 0-2335 for consultant services to prepare the project report and environmental document for the Interstate 5 improvement project from San Diego County Line to Avenida Pico.



BOARD AGENDA**23. (Continued)**

- B. Approve the release of Request for Proposals 0-2335 for consultant services to prepare the project report and environmental document for the Interstate 5 improvement project from San Diego County Line to Avenida Pico.

24. Approval to Release Request for Proposals for the Preparation of Plans, Specifications, and Estimates for the Interstate 5 Widening Project Between Yale Avenue and State Route 55

Niall Barrett/James G. Beil

Overview

Staff has developed a request for proposals to initiate a competitive procurement process to retain consultant services to prepare plans, specifications, and estimates for the Interstate 5 widening project between Yale Avenue and State Route 55.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 0-2371 for consultant services for the preparation of plans, specifications, and estimates for the Interstate 5 widening project between Yale Avenue and State Route 55.
- B. Approve the release of Request for Proposals 0-2371 for consultant services for the preparation of plans, specifications, and estimates for the Interstate 5 widening project between Yale Avenue and State Route 55.



BOARD AGENDA**25. Taxpayer Oversight Committee Measure M2 Annual Public Hearing Results and Compliance Findings**

Alice T. Rogan/Maggie McJilton

Overview

Measure M, Orange County's one-half cent sales tax for transportation, passed in 1990 and renewed in 2006, calls for an independent committee to ensure compliance with the Measure M2 Ordinance. As required by the Measure M2 Ordinance, the Taxpayer Oversight Committee conducted the 29th Measure M Annual Public Hearing on June 9, 2020. The Taxpayer Oversight Committee found the Orange County Local Transportation Authority has proceeded in accordance with Measure M2 Ordinance No. 3 during 2019.

Recommendation

Receive and file as an information item.

26. Approval of the Amended and Restated Orange County Local Transportation Authority 2021 Credit and Fee Agreements

Robert Davis/Andrew Oftelie

Overview

In July 2017, the Orange County Local Transportation Authority secured a line of credit from the Bank of America, N.A. for \$900 million to satisfy a requirement of the Transportation Infrastructure Finance and Innovation Act loan for the Interstate 405 Improvement Project. The line of credit was structured in two commitment tranches, the Orange County Local Transportation Authority 2019 Credit Agreement, in an amount of \$400 million, and the Orange County Local Transportation Authority 2021 Credit Agreement, in an amount of \$500 million.

The 2019 Credit and Fee Agreements were terminated in 2019 when Orange County Local Transportation Authority issued its Measure M2 Sales Tax Revenue Bonds to finance the project. Staff is recommending an amendment to the 2021 Credit and Fee Agreements, which will lower the commitment fee paid to the bank in exchange for changing the expiration date of the agreements from July 16, 2021 to June 28, 2021.



BOARD AGENDA**26. (Continued)****Recommendations**

- A. Approve the Amended and Restated 2021 Credit and Fee Agreements by and among Bank of America, N.A., the Orange County Transportation Authority, and the Orange County Local Transportation Authority each dated as of June 29, 2020, in substantially the form presented to this board at this meeting and in the total amount of \$500 million and authorize the Chief Executive Officer to negotiate and execute the final 2021 Amended and Restated Credit and Fee Agreements.
- B. Authorize the Chair, Vice Chair, Chief Executive Officer, Chief Financial Officer, and Director of Finance and Administration to sign and deliver all documents relating to said agreements, including the credit agreement, fee agreement, incumbency certificate, closing certificate, bank note, receipts, notices, and agreements related thereto.

27. Resolution to Establish the Orange County Local Transportation Authority/Measure M2 Appropriations Limitation for Fiscal Year 2020-21
Sam Kaur/Andrew Oftelie**Overview**

The State Constitution requires that each year the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit for the following year pursuant to Article XIII B.

Recommendation

Adopt Orange County Local Transportation Authority/Measure M2 Resolution No. 2020-022 to establish the Orange County Local Transportation Authority/Measure M2 appropriations limit at \$1,890,379,261, for fiscal year 2020-21.



BOARD AGENDA**Regular Calendar****Orange County Transit District Regular Calendar Matters****28. Zero-Emission Bus Rollout Plan**

Gary Hewitt/Kia Mortazavi

Overview

The Orange County Transportation Authority has developed a draft plan to comply with the California Air Resources Board's Innovative Clean Transit regulation. The regulation requires transit agencies to gradually transition to a 100 percent zero-emission bus fleet by 2040, by phasing in the purchase of zero-emission buses as part of future bus procurements beginning in 2023. The regulation also requires transit agencies to submit a Zero-Emission Bus Rollout Plan and an accompanying resolution to the California Air Resources Board by July 1, 2020.

Recommendations

- A. Direct staff to finalize the Zero-Emission Bus Rollout Plan and submit a final report to the California Air Resources Board as required for compliance purposes.
- B. Adopt Orange County Transportation Authority Resolution No. 2020-055 authorizing the Chief Executive Officer, or designee, to authorize the submittal of the Zero-Emission Bus Rollout Plan to the California Air Resources Board as required by the Innovative Clean Transit regulation.
- C. Direct staff to continue battery-electric and hydrogen fuel-cell electric bus pilot projects and return with periodic performance reports that will be used for future plan updates.



BOARD AGENDA**Orange County Local Transportation Authority Regular Calendar Matters**

- 29. OC Streetcar Project Quarterly Update**
Mary Shavalier/James G. Beil

Overview

The Orange County Transportation Authority is currently implementing the OC Streetcar project. Updates are provided to the Board of Directors on a quarterly basis. This report provides an update on OC Streetcar project activities from March 2020 through May 2020.

Recommendation

Receive and file as an information item.

- 30. Contract Change Order for Hand Digging for Overhead Contact System, Traffic Signal, and Streetlight Pole Foundation for the Construction of the OC Streetcar Project**
Mary Shavalier/James G. Beil

Overview

On September 24, 2018, the Orange County Transportation Authority Board of Directors authorized Agreement No. C-7-1904 with Walsh Construction Company II, LLC, for construction of the OC Streetcar project. A contract change order is required to undertake hand digging of the overhead contact system, traffic signal, and streetlight pole foundations.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 16.1 to Agreement No. C-7-1904 with Walsh Construction Company II, LLC, in the amount of \$1,400,000, for hand digging for overhead of overhead contact system, traffic signal, and streetlight pole foundations for the construction of the OC Streetcar project.



BOARD AGENDA

Discussion Items

31. Public Comments

At this time, members of the public may address the Board of Directors regarding any items within the subject matter jurisdiction of the Board of Directors, but no action may be taken on off-agenda items unless authorized by law. Comments shall be limited to three (3) minutes per speaker, unless different time limits are set by the Chairman subject to the approval of the Board of Directors.

32. Chief Executive Officer's Report

33. Directors' Reports

34. Closed Session

There are no Closed Sessions scheduled.

35. Adjournment

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, July 13, 2020**, at the Orange County Transportation Authority Headquarters, Board Room - Conference Room 07-08, 550 South Main Street, Orange, California.



June 22, 2020

To: Members of the Board of Directors 
From: Darrell E. Johnson, Chief Executive Officer
Subject: Public Hearing to Amend the Measure M2 Orange County Local Transportation Authority Ordinance No. 3

Overview

On May 11, 2020, the Board of Directors directed staff to initiate the process to amend Measure M2 Orange County Local Transportation Authority Ordinance No. 3. The amendment will temporarily change the maintenance of effort requirements for fiscal year 2019-20 and fiscal year 2020-21 to assist local jurisdictions through this unprecedented period of uncertainty due to the economic impacts of the novel coronavirus pandemic. The amendment process calls for notifications to local jurisdictions, public notification, and a public hearing prior to the adoption of the proposed amendment.

Recommendations

- A. Amend the Orange County Local Transportation Authority Measure M2 Ordinance No. 3 to modify the maintenance of effort requirements for fiscal year 2019-20 and fiscal year 2020-21 to address anticipated near-term negative growth in general fund revenues due to the novel coronavirus pandemic.
- B. Direct staff to provide written notice of the amendment to local jurisdictions.

Background

In November 2006, Orange County voters approved the Measure M2 Expenditure Plan, also called Measure M2 (M2). The Orange County Transportation Authority (OCTA) is committed to fulfilling the promises made in M2. This means delivering all projects and programs included in the M2 Expenditure Plan and complying with the specific requirements identified in the M2 Ordinance No. 3 (M2 Ordinance). The M2 Ordinance includes an amendment process to address unforeseen circumstances and requires a

two-thirds vote from the Board of Directors (Board), as well as a public notification process.

Local jurisdictions are required to meet specific requirements in order to receive M2 revenues, one of which is related to maintenance of effort (MOE) spending levels. MOE is the amount the local jurisdictions spend in discretionary or general fund revenues (GFR) for streets and roads purposes. The intent is to ensure that M2 revenues do not supplant funding for streets and roads that a local jurisdiction was spending prior to Measure M1 and M2. This MOE requirement is tied to the state law that authorizes local sales tax measures.

The financial impacts, as a result of the novel coronavirus (COVID-19) pandemic, and its impact to sales tax revenues, fuel sales, and local jurisdiction GFR, will not be fully understood for quite some time. However, it is clear that local jurisdictions will have challenges balancing near-term financial obligations, including meeting the MOE requirement.

Discussion

There are significant financial impacts anticipated to occur as a result of the COVID-19 pandemic that may hamper local jurisdictions' ability to satisfy MOE requirements for fiscal year (FY) 2019-20 and FY 2020-21. Initial estimates, based upon an informal OCTA poll of local jurisdictions, indicate an approximate seven percent reduction in FY 2019-20 revenues (with some estimates as high as 14 percent), and an approximate seven percent reduction in FY 2020-21 revenues (with some estimates as high as 15 percent). As a result, local jurisdictions have expressed concerns about meeting MOE requirements.

To address these issues, the proposed amendment (Attachment A) will modify the M2 Ordinance, Section 6, to add a paragraph providing local jurisdictions relief from the FY 2019-20 and FY 2020-21 MOE requirement. In summary, the proposed amendment would:

- For FY 2019-20: allow local agencies to report actual MOE that may be below the established target; and
- For FY 2020-21: allow local jurisdictions to use a proportional share (percentage) of streets and roads expenditures to GFRs based upon the proportion of the FY 2020-21 MOE benchmark to GFRs that were reported in their respective Comprehensive Annual Financial Report for FY 2018-19.

It is challenging to develop a solution that meets every jurisdiction's individual situation. However, in consultation with OCTA legal counsel, the recommended amendment is a countywide solution intended to be fair and reasonable for all jurisdictions with the goal of balancing local funding issues with the intent of the M2 Ordinance. If approved, this will provide local jurisdictions a path forward before the approaching FY 2020-21 MOE certification requirement deadline of June 30, 2020. It should be noted that OCTA considered several other options ranging from maintaining the existing MOE requirement to suspending the MOE requirement – the latter of which is inconsistent with the legislative intent of the M2 Ordinance because M2 revenues would supplant and not supplement local revenues.

Notification Process

On May 11, 2020, staff presented to the Board the proposed amendment and the Board directed staff to notify the public and schedule a public hearing, in accordance with M2 requirements (Attachment B). The required notification to Orange County city councils and the Board of Supervisors was distributed on May 12, 2020 (Attachment C). Notices were also published in the Orange County Register (May 17, 2020), Excelsior (May 15, 2020), and Nguoi Viet (May 15, 2020).

In addition to the legally required notification process, which requires the distribution of the notice and amendment language to city councils and the Board of Supervisors, the notification was also distributed to city managers, city finance directors, and city public works directors. OCTA staff also presented information on the proposed amendment to the Technical Advisory Committee on April 22, 2020, and held an eligibility workshop for local jurisdiction staff on April 30, 2020. A discussion regarding the proposed amendment took place on May 14, 2020, at the Orange County City Managers Association meeting, and the amendment was also presented to the Orange County Council of Governments on May 28, 2020. To date, many jurisdictions have submitted FY 2020-21 budget certifications to OCTA using the amended MOE approach described above, although these certifications are not formally due until June 30, 2020.

At the May 12, 2020 special meeting of the M2 Taxpayer Oversight Committee, staff presented the May 11, 2020 item that went to the Board. While the item was for information only, comments from the committee members were supportive and indicated appreciation that the Board was working to ensure the intent of M2 was upheld through a temporary modification and not an elimination or deferral of the MOE requirement.

Generally, local jurisdictions and key stakeholders are supportive of the amendment. The City of Costa Mesa (City) has indicated that it would prefer a different calculation that would result in a lower MOE requirement and the ability to make up MOE if not met over multiple years. It is commonly accepted that deferred investment on streets and roads would lead to future higher costs or asset failures and is therefore not advisable. Further, the M2 Ordinance amendment is intended to create a balanced countywide policy for all jurisdictions. As of the writing of this staff report, OCTA has not received any other notable comments regarding to the proposed amendment.

If the Board approves the amendment, a notification letter will be sent to local jurisdictions (Attachment D) and the amendment will become effective in 45 days.

Summary

On May 11, 2020, the Board directed staff to initiate the process to amend the M2 Ordinance. The amendment modifies the MOE requirements for FY 2019-20 and FY 2020-21 while upholding the legislative intent of the M2 Ordinance. The proposed amendment is presented for input and approval.

Attachments

- A. Proposed Orange County Local Transportation Authority Ordinance No. 3, Maintenance of Effort Requirements, Section 6, Page 3
- B. Public Hearing Notice Published May 15 - May 17, 2020, California Newspaper Service Bureau, Daily Journal Corporation
- C. Letter to Orange County Mayors, From Steve Jones, Chairman, Dated May 12, 2020
- D. Draft Letter to Orange County Mayors/Supervisors, From Steve Jones, Chairman, Dated June 22, 2020

Prepared by:



Adriann Cardoso
Department Manager,
Capital Programming
(714) 560-5915

Approved by:



Kia Mortazavi
Executive Director, Planning
(714) 560-5741

**Proposed Orange County Local Transportation Authority
Ordinance No. 3
Maintenance of Effort Requirements**

Section 6, Page 3

SECTION 6. MAINTENANCE OF EFFORT REQUIREMENTS

It is the intent of the Legislature and the Authority that the Net Revenues allocated to a jurisdiction pursuant to the Ordinance for street and road projects shall be used to supplement existing local discretionary funds being used for transportation improvements. Each jurisdiction is hereby required to annually maintain as a minimum no less than the maintenance of effort amount of local discretionary funds required to be expended by the jurisdiction for local street and road purposes pursuant to the current Ordinance No. 2 for Fiscal Year 2010-2011. The maintenance of effort level for each jurisdiction as determined through this process shall be adjusted effective July 1, 2014 and every three fiscal years thereafter in an amount equal to the percentage change for the Construction Cost Index compiled by Caltrans for the immediately preceding three calendar years, providing that any percentage increase in the maintenance of effort level based on this adjustment shall not exceed the percentage increase in the growth rate in the jurisdiction's general fund revenues over the same time period. The Authority shall not allocate any Net Revenues to any jurisdiction for any fiscal year until that jurisdiction has certified to the Authority that it has included in its budget for that fiscal year an amount of local discretionary funds for streets and roads purposes at least equal to the level of its maintenance of effort requirement. An annual independent audit may be conducted by the Authority to verify that the maintenance of effort requirements are being met by the jurisdiction. Any Net Revenues not allocated pursuant to the maintenance of effort requirement shall be allocated to the remaining eligible jurisdictions according to the formula described in the Ordinance.

In order to address the impacts of the novel coronavirus pandemic (commonly referred to as COVID-19), for fiscal year (FY) 2019-20, jurisdictions shall comply with all submittal requirements under the ordinance, including, but not limited to, those requirements under Attachment B (III) - Requirements for Eligible Jurisdictions, but will not be required to meet the required maintenance of effort (MOE) amount for that particular jurisdiction for the FY 2019-20. For FY 2020-21, jurisdictions shall be required to comply with all submittal requirements under the ordinance, including, but not limited to, those requirements under Attachment B (III) - Requirements for Eligible Jurisdictions, but shall only be required to meet the MOE amount for that particular jurisdiction for the FY at the same proportional share of streets and roads expenditures to general fund revenues based upon the proportion of the FY 2020-21 MOE benchmark to general fund revenues that were reported in their respective Comprehensive Annual Financial Report for FY 2018-19. Jurisdictions are encouraged to use their best efforts during FY 2019-20 and FY 2020-21 to meet original MOE levels.

Public Hearing Notice Published May 15 - May 17, 2020

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Sara Meisenheimer
OCTA/CLERK OF THE BOARD
550 S MAIN ST PO BOX 14184
ORANGE, CA 92863-1584

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Notice Type: ORD ORDINANCE PUBLICATION
Ad Description P.H. Notice - M2 Ordinance (english)

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NOTICE OF PUBLIC HEARING
CNS
RE: ORANGE COUNTY TRANSPORTATION AUTHORITY AMENDMENT OF THE ORANGE COUNTY LOCAL TRANSPORTATION AUTHORITY ORDINANCE NO. 3 LIMITED AMENDMENT TO MAINTENANCE OF EFFORT REQUIREMENT

NOTICE IS HEREBY GIVEN that the Orange County Transportation Authority (OCTA) Board of Directors will hold a public hearing at their regular meeting at 9:00 a.m. on June 22, 2020. The public hearing shall be for the purpose of considering an amendment to the Orange County Local Transportation Authority Ordinance No. 3 as a result of the novel coronavirus pandemic. The amendment proposes a limited change to the maintenance of effort requirement provision related to local jurisdictions. A copy of the proposed M2 Ordinance amendment will be available on the OCTA website through the following link: <https://octa.legistar.com/calendar.aspx>. On March 12, 2020 and March 18, 2020, Governor Gavin Newsom enacted Executive Orders N-25-20 and N-29-20 authorizing a local legislative body to hold public meetings via teleconference and make public meetings accessible telephonically or electronically to all members of the public to promote social distancing due to the state and local State of Emergency resulting from the threat of the Novel

Coronavirus (COVID-19). In accordance with Executive Order N-29-20, and in order to ensure the safety of the OCTA Board of Directors and staff, and for the purposes of limiting the risk of COVID-19, in-person participation at public meetings of the OCTA Board of Directors will not be allowed during the time period covered by the above-referenced Executive Orders. Instead, members of the public can listen to AUDIO live streaming of the public hearing by clicking on the below link: <http://www.octa.net/About-OCTA/Who-We-Are/Board-of-Directors/Live-and-Archived-Audio/>
ALL INTERESTED PARTIES are invited to submit written comments with respect to the amendment by 4:00 p.m. on June 19, 2020. Written comments may be addressed to OCTA's Clerk of the Board: **Laurena Weinert**, Clerk of the Board, Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, CA 92863-1584. Telephone (714) 560-5676 or boardofdirectors@octa.net
5/17/20
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ORANGE COUNTY REGISTER



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AVISO DE AUDIENCIA PUBLICA RE: AUTORIDAD DE TRANSPORTE DEL CONDADO DE NARANJA ENMIENDA DEL CONDADO DE NARANJA AUTORIDAD DE TRANSPORTE LOCAL ORDENANZA NO. 3 MODIFICACIÓN LIMITADA AL MANTENIMIENTO DEL REQUERIMIENTO DE ESFUERZO

SE AVISA QUE la Junta de Directores de la Autoridad de Transporte del Condado de Orange (OCTA) celebrará una audiencia pública en su reunión ordinaria del 22 de junio de 2020, a las 9:00 am. La audiencia pública será con el propósito de considerar una enmienda a la Ordenanza No. 3 de la Autoridad de Transporte Local del Condado de Orange como resultado de la nueva pandemia de coronavirus. La enmienda propone un cambio limitado en la provisión de requisitos de mantenimiento de esfuerzos relacionados con las jurisdicciones locales. Una copia de la enmienda propuesta de Measure M2 (Antigua Medida M) estará disponible en el sitio web de OCTA a través del siguiente enlace: <https://octa.legistar.com/calendar.aspx>

El 12 de marzo de 2020 y el 18 de marzo de 2020, el gobernador Gavin Newsom promulgó las órdenes ejecutivas N-25-20 y N-29-20 autorizando a un cuerpo legislativo local a celebrar reuniones públicas por teleconferencia y hacer que las reuniones públicas sean accesibles por teléfono o electrónicamente a todos los miembros del público para promover el distanciamiento social debido al estado de emergencia estatal y local resultante de la amenaza del novel coronavirus (COVID-19).

De conformidad con la orden ejecutiva N-29-20, y para garantizar la seguridad de la Junta Directiva y el personal de OCTA, y con el propósito de limitar el riesgo de

COVID-19, la participación en persona en las reuniones públicas de la OCTA La Junta de Directores no estará permitida durante el período cubierto por las ordenes ejecutivas mencionadas anteriormente.

En cambio, los miembros del público pueden escuchar AUDIO en vivo de la audiencia pública haciendo clic en el siguiente enlace:

<http://www.octa.net/About-OCTA/Who-We-Are/Board-of-Directors/Live-and-Archived-Audio/>

A TODAS LAS PARTES INTERESADAS se les invita a enviar comentarios por escrito en relación con el presupuesto antes de las 4:00 p.m. del 19 de junio 2020. Los comentarios escritos pueden dirigirse a la Secretaria de la Junta Directiva:

Laurena Weinert
Clerk of the Board
Orange County Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Telephone (714) 560-5676
or
boardofdirectors@octa.net

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Sara Meisenheimer
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550 S MAIN ST PO BOX 14184
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Ad Description P.H. Notice - M2 Ordinance (vietnamese)

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THÔNG BÁO BUỔI HỌP CÔNG CỘNG SỞ GIAO THÔNG VẬN TẢI QUẬN CAM (OCTA) VỀ VIỆC TỰ CHỈNH ĐỔI VĂN TÀI ĐỊA PHƯƠNG QUẬN ORANGE CỦA SỞ GIAO THÔNG QUẬN CAM OCTA

XIN THÔNG BÁO. Ban Quản Trị Sở Giao thông Quận Cam (OCTA) sẽ tổ chức một phiên điều trần công khai vào lúc 9 giờ sáng thứ Hai, ngày 22 tháng 6 năm 2020. Mục đích của buổi họp công cộng này để bàn về tự chỉnh về sắc lệnh số 3 của Sở Giao thông vận tải Quận Cam trong tình hình của đại dịch coronavirus. Bản tự chỉnh đưa ra đề nghị một số thay đổi có giới hạn trong những điều kiện liên quan đến pháp lý địa phương.

Bản thảo của dự án tự chỉnh Sắc lệnh M2 này sẽ được đăng lên trang mạng của Sở Giao thông Quận Cam tại <https://octa.legistar.com/calendar.aspx>.

Vào ngày 12 tháng 3 năm 2020, Thống đốc tiểu bang California Gavin Newsom ký sắc lệnh N-25-20 và N-29-20 cho phép cơ quan hành pháp địa phương tổ chức các buổi họp cộng đồng bằng cuộc đàm thoại và thực hiện các cuộc họp công khai này cho tất cả các thành viên của cộng đồng có thể truy cập bằng điện thoại hoặc những dung cụ điện tử nhằm khuyến khích giữ khoảng cách xã hội do tình trạng khẩn cấp của tiểu bang và địa phương trước sự lan tràn nguy hiểm của đại dịch Coronavirus (COVID-19).

Theo Sắc lệnh N-29-20, để đảm bảo an toàn cho Ban Giám đốc và nhân viên OCTA và với mục đích hạn chế sự nguy hiểm của COVID-19, các cuộc họp công cộng của Ban Quản trị OCTA sẽ không có sự tham dự trực tiếp của công chúng trong suốt thời gian có đại dịch theo như sắc lệnh nói trên.

Thay vào đó, các thành viên của cộng đồng có thể nghe **ÂM THANH** phát trực tiếp các phiên điều trần công cộng này bằng cách vào trang mạng dưới đây: <http://www.octa.net/About-OCTA/Who-We-Are/Board-of-Directors/Live-and-Archived-Audio/>

Xin kính mời tất cả quý vị vui lòng gửi những ý kiến đóng góp có liên quan đến bản dự thảo ngân sách, hạn chót là 4 giờ chiều, ngày 19 tháng 6 năm 2020. Mọi thư từ xin gửi về Thư ký của Ban Quản Trị:

Laurena Weinert
Clerk of the Board
Orange County Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Số điện thoại: (714) 560-5676
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*Ryan Chamberlain
Ex-Officio Member*

CHIEF EXECUTIVE OFFICE

*Darrell E. Johnson
Chief Executive Officer*

May 12, 2020

Dear Orange County Mayors:

On May 11, 2020, the Orange County Transportation Authority (OCTA) Board of Directors (Board) directed staff to initiate the process to amend the Orange County Local Transportation Authority Measure M2 (M2) Ordinance No. 3 (Ordinance). The proposed amendment to the maintenance of effort (MOE) requirements balances the responsibility to uphold promises to the taxpayers with the need for flexibility for local agencies to address current economic uncertainties due to issues related to the novel coronavirus (COVID-19).

As the Local Transportation Authority responsible for administering M2, OCTA is committed to upholding the intent of the M2 Ordinance and the promises to the voters. One of the ordinance requirements for local jurisdictions to receive net M2 funding pertains to the MOE requirement. MOE is a minimum level of spending of local discretionary or general fund revenues for streets and roads purposes. The intent is to ensure M2 revenues are used to supplement and not supplant existing revenues.

OCTA recognizes that local jurisdictions may experience a decline in general fund revenues as a result of COVID-19, which could impact their ability to meet the MOE requirement. In response, staff considered local jurisdictions input and developed a solution intended to be fair and reasonable. The proposed amendment to the M2 Ordinance will temporarily modify the MOE requirement for fiscal year (FY) 2019-20 and FY 2020-21, providing relief by reducing the required level to be met.

The M2 Ordinance allows for amendments due to unforeseen circumstances. The process calls for a notifying local jurisdiction, a public review period, and approval by two-thirds vote from the Board. The amendment will be considered at a public hearing scheduled for the June 22, 2020 OCTA Board meeting. An excerpt of the M2 Ordinance with the proposed amendment language is enclosed for your review. The public review period for the proposed amendment is now open and the OCTA Board is seeking your comments.

The public is invited to submit written comments with respect to the amendment by 4:00 PM on Friday, June 19, 2020. Written comments may be addressed to OCTA Clerk of the Board:

May 12, 2020
Page 2

Laurena Weinert
Clerk of the Board
Orange County Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Telephone (714) 560-5676
or
boardofdirectors@octa.net

The May 11, 2020 staff report and public hearing notice is available on the OCTA website:

<http://octa.net/About-OCTA/Board-Calendar/NOTICE-OF-PUBLIC-HEARING-M2-Ordinance-Amendment/#>.

If you have any questions or would like to submit your comments directly, please contact Kia Mortazavi, Executive Director, Planning, at (714) 560-5741 or kmortazavi@octa.net.

Sincerely,



Steve Jones
Chairman

SJ:ac
Attachments

c: Board of Directors
Executive Staff
Members, Orange County City Councils
Orange County City Managers
Members, Measure M Taxpayer Oversight Committee

**Orange County Local Transportation Authority Ordinance No. 3
Maintenance of Effort Requirements Excerpt**

Section 6, Page 3

SECTION 6. MAINTENANCE OF EFFORT REQUIREMENTS

It is the intent of the Legislature and the Authority that the Net Revenues allocated to a jurisdiction pursuant to the Ordinance for street and road projects shall be used to supplement existing local discretionary funds being used for transportation improvements. Each jurisdiction is hereby required to annually maintain as a minimum no less than the maintenance of effort amount of local discretionary funds required to be expended by the jurisdiction for local street and road purposes pursuant to the current Ordinance No. 2 for Fiscal Year 2010-2011. The maintenance of effort level for each jurisdiction as determined through this process shall be adjusted effective July 1, 2014 and every three fiscal years thereafter in an amount equal to the percentage change for the Construction Cost Index compiled by Caltrans for the immediately preceding three calendar years, providing that any percentage increase in the maintenance of effort level based on this adjustment shall not exceed the percentage increase in the growth rate in the jurisdiction's general fund revenues over the same time period. The Authority shall not allocate any Net Revenues to any jurisdiction for any fiscal year until that jurisdiction has certified to the Authority that it has included in its budget for that fiscal year an amount of local discretionary funds for streets and roads purposes at least equal to the level of its maintenance of effort requirement. An annual independent audit may be conducted by the Authority to verify that the maintenance of effort requirements are being met by the jurisdiction. Any Net Revenues not allocated pursuant to the maintenance of effort requirement shall be allocated to the remaining eligible jurisdictions according to the formula described in the Ordinance.

In order to address the impacts of the novel coronavirus pandemic (commonly referred to as COVID-19), for fiscal year (FY) 2019-20, jurisdictions shall comply with all submittal requirements under the ordinance, including, but not limited to, those requirements under Attachment B (III) - Requirements for Eligible Jurisdictions, but will not be required to meet the required maintenance of effort (MOE) amount for that particular jurisdiction for the FY 2019-20. For FY 2020-21, jurisdictions shall be required to comply with all submittal requirements under the ordinance, including, but not limited to, those requirements under Attachment B (III) - Requirements for Eligible Jurisdictions, but shall only be required to meet the MOE amount for that particular jurisdiction for the FY at the same proportional share of streets and roads expenditures to general fund revenues based upon the proportion of the FY 2020-21 MOE benchmark to general fund revenues that were reported in their respective Comprehensive Annual Financial Report for FY 2018-19. Jurisdictions are encouraged to use their best efforts during FY 2019-20 and FY 2020-21 to meet original MOE levels.



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Ex-Officio Member

CHIEF EXECUTIVE OFFICE

Darrell E. Johnson
Chief Executive Officer

DRAFT

June 22, 2020

Dear Orange County Mayors/Supervisors:

On June 22, 2020, the Orange County Transportation Authority (OCTA) Board of Directors (Board) held a public hearing and approved an amendment to the Measure M2 (M2) Orange County Local Transportation Authority Ordinance No. 3 (M2 Ordinance). This action amends the maintenance of effort (MOE) requirements while balancing the responsibility to uphold promises to the taxpayers with the need for flexibility for local agencies to address current economic uncertainties due to issues related to the novel coronavirus (COVID-19).

As the Local Transportation Authority responsible for administering M2, OCTA is committed to upholding the intent of the M2 Ordinance and the promises to the voters. One of the M2 Ordinance requirements for local jurisdictions to receive net M2 funding pertains to MOE. MOE is a minimum level of spending of local discretionary or general fund revenues for streets and roads purposes. The intent is to ensure M2 revenues are used to supplement and not supplant existing revenues.

In accordance with the M2 Ordinance, on May 12, 2020, each city council in Orange County and the Board of Supervisors were notified of the amendment plan and provided a copy of the proposed language. The Board also notified the public and held a public hearing at the June 22, 2020 Board meeting. With the Board's approval of the amendment, the language change is effective August 6, 2020.

A copy of the revised pages from the M2 Ordinance as a result of the amendment is enclosed for your reference.

M2 has been a critical element of Orange County's efforts to fund a broad range of needed transportation projects. Through our partnerships with the cities, the County of Orange, the California Department of Transportation, and other agencies, OCTA has been successful in keeping our commitments made to the voters. Your continued support and active involvement in the delivery of M2 is appreciated.

Orange County Mayors/Supervisors
June 22, 2020
Page 2

Should your agency have any comments or questions on this amendment, please contact Kia Mortazavi, Executive Director, Planning, at (714) 560-5741 or kmortazavi@octa.net.

Sincerely,

Steve Jones
Chairman

SJ:ac
Attachments

c: Board of Directors
Executive Staff
Members, Orange County City Councils
Orange County City Managers
Members, Measure M Taxpayers Oversight Committee
Ryan Chamberlain, Caltrans District 12

Orange County Local Transportation Authority Ordinance No. 3 Maintenance of Effort Requirements Excerpt

Section 6, Page 3

SECTION 6. MAINTENANCE OF EFFORT REQUIREMENTS

It is the intent of the Legislature and the Authority that the Net Revenues allocated to a jurisdiction pursuant to the Ordinance for street and road projects shall be used to supplement existing local discretionary funds being used for transportation improvements. Each jurisdiction is hereby required to annually maintain as a minimum no less than the maintenance of effort amount of local discretionary funds required to be expended by the jurisdiction for local street and road purposes pursuant to the current Ordinance No. 2 for Fiscal Year 2010-2011. The maintenance of effort level for each jurisdiction as determined through this process shall be adjusted effective July 1, 2014 and every three fiscal years thereafter in an amount equal to the percentage change for the Construction Cost Index compiled by Caltrans for the immediately preceding three calendar years, providing that any percentage increase in the maintenance of effort level based on this adjustment shall not exceed the percentage increase in the growth rate in the jurisdiction's general fund revenues over the same time period. The Authority shall not allocate any Net Revenues to any jurisdiction for any fiscal year until that jurisdiction has certified to the Authority that it has included in its budget for that fiscal year an amount of local discretionary funds for streets and roads purposes at least equal to the level of its maintenance of effort requirement. An annual independent audit may be conducted by the Authority to verify that the maintenance of effort requirements are being met by the jurisdiction. Any Net Revenues not allocated pursuant to the maintenance of effort requirement shall be allocated to the remaining eligible jurisdictions according to the formula described in the Ordinance.

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Orange County Mayors/Supervisors
June 22, 2020
Page 4

Comprehensive Annual Financial Report for FY 2018-19. Jurisdictions are encouraged to use their best efforts during FY 2019-20 and FY 2020-21 to meet original MOE levels.



June 22, 2020

To: Members of the Board of Directors 

From: Darrell E. Johnson, Chief Executive Officer

Subject: Taxpayer Oversight Committee New Member Recruitment and Lottery

Overview

Measure M2 Ordinance No. 3 requires a committee to oversee implementation of the program of Investment Plan. Each year, new committee members are recruited and selected to fill vacancies left by expired terms. The recruitment process for the Measure M2 Taxpayer Oversight Committee has been completed for 2020, and a lottery must take place in public session to fill vacancies in the Second and Third Supervisorial districts.

Recommendation

Pursuant to the Measure M2 Ordinance, conduct the lottery for final selection of new Measure M2 Taxpayer Oversight Committee members by drawing one name each representing the Second and Third Supervisorial districts from the list of recommended finalists from the Grand Jurors Association of Orange County.

Background

The Measure M2 Taxpayer Oversight Committee (TOC) is required by the Measure M2 (M2) Ordinance No. 3. The TOC is an independent committee representing all five supervisorial districts in the County and is responsible for ensuring the transportation projects in M2 are implemented according to the M2 Investment Plan, approved by the voters. The 11-member committee has a balanced representation of all supervisorial districts, with ten private citizens plus the Orange County Auditor-Controller. The TOC meets bimonthly to review progress on the implementation of the M2 program.

Each year, as terms of appointed members on the TOC come to an end, a recruitment process is conducted to fill vacancies. As outlined in the M2 Ordinance, the recruitment process is conducted by the Grand Jurors Association of Orange County (GJAOC). The GJAOC acts as an independent body serving in the

interest of Orange County citizens. In its role, the GJAOC appoints a five-member selection panel (Panel) to conduct the recruitment process.

The Panel has conducted the application/recruitment program since the beginning of Measure M in 1990. The first lottery took place on November 15, 1990, and the individuals chosen began meeting in January 1991, serving staggered one-year, two-year, or three-year terms. Following the same recruitment process, new members serving three-year terms have joined the committee each year, replacing outgoing members whose terms have expired.

Discussion

On June 30, 2020, the terms of two members of the TOC will expire. The current membership roster is attached (Attachment A). The schedule for the recruitment process for this year began in late January to fill vacancies in the Second and Third Supervisorial districts (Attachment B).

The Panel concluded the recruitment process to fill the two vacant positions in early May (Attachment C). A fact sheet/application form was used for recruitment purposes (Attachment D). Announcements were distributed to more than 7,000 persons by sending an announcement to the Orange County Transportation Authority (OCTA) database. Advertisements were also placed in the Los Angeles Times and the Orange County Register, and digital banners were placed on their websites. In addition, postings were made on OCTA's primary Facebook page as well as on construction project pages located within the recruitment area. In addition, targeted Facebook advertisements were used to notify residents in the Second and Third Supervisorial districts; announcements were sent to the media, cities, and elected offices; information was sent to local civic organizations and professional associations (Orange County Business Council, OC Taxpayers Association, Chambers of Commerce, etc.) to include in their newsletters and social media accounts. Also, information was sent to Orange County universities (University of California, Irvine, Chapman University, and California State University, Fullerton) to share with graduate students studying fields related to business or political science.

The members of the Panel screened 42 applications from interested citizens, looking closely at each applicant's community service record, as well as experience in community and transportation issues. The Panel considered each individual's ability to assess and analyze facts, desire to make the TOC a priority, their involvement in community organizations, any special skills or experience, and their degree of knowledge of government. In addition, the M2 Ordinance prohibits elected or appointed officials from serving on the TOC. Based on a previous amendment to the M2 Ordinance, the Panel also included more specific

questions on the application regarding conflicts of interest. Any appointed and elected officials were required to fill out an intent to resign form.

Following the initial screening process, 32 personal interviews were conducted by the Panel in an effort to gain as much insight as possible into the most qualified candidates.

The Panel is recommending 10 candidates for possible membership on the committee: five from the Second Supervisorial District, five from the Third Supervisorial District (Attachment E). Three of these recommended candidates submitted an "Intent to Resign Form," agreeing that, if selected for TOC membership, they will resign from their current public entity office position.

At the June 22, 2020, OCTA Board of Directors meeting, the Chairman or designee will select four persons by lottery to fill the vacant positions. The four new members will begin serving their terms in July 2020. Each representative will serve a three-year term.

During the lottery process, the first name drawn from each supervisorial district will be the selected committee member. The remaining names will be drawn from each supervisorial district to establish a contingency list. Should a vacancy occur, finalists would be called upon to serve on the committee in the order in which the names were drawn.

Resolutions for Outgoing Members

Participation on the TOC requires dedication, time, and commitment. The volunteers who serve on the TOC provide expertise and insight, resulting in thoughtful discussions regarding the implementation and oversight of Measure M2. In recognition of this contribution to the citizens of Orange County, Resolutions of Appreciation will be given to the following TOC members who have completed their terms Larry Tekler – Second Supervisorial District and Dr. Ronald T. Randolph – Third Supervisorial District.

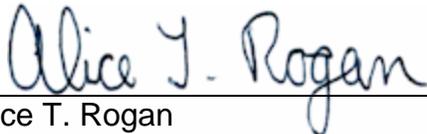
Summary

The Panel has completed its recruitment for two open positions on the TOC for the Second and Third Supervisorial districts and submitted the names of eligible candidates for the 2020 lottery to fill the two positions. Outgoing members will receive Resolutions of Appreciation.

Attachments

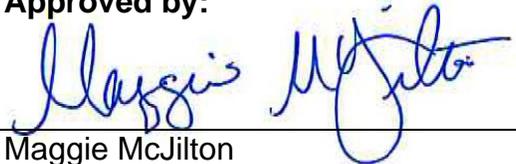
- A. Measure M Taxpayer Oversight Committee Members Fiscal Year 2019-20
- B. Measure M Taxpayer Oversight Committee 2020 Recruitment Schedule, Supervisorial Districts Two and Three
- C. Grand Jurors Association of Orange County Oversight Committee Selection Panel 2020
- D. Taxpayer Oversight Committee 2020 Membership Application
- E. Measure M Taxpayer Oversight Committee 2020 Finalists

Prepared by:



Alice T. Rogan
Director, Marketing and Public Outreach
External Affairs
(714) 560-5577

Approved by:



Maggie McJilton
Interim Executive Director,
External Affairs
(714) 560-5824

**Measure M2
Taxpayer Oversight Committee Members
Fiscal Year 2019-20**

District	Name	Term	Expiration
1	Douglas P. Gillen	3 Years	2022
1	Pauline E. Merry *	3 Years	2021
2	Larry Tekler	3 Years	2020
2	Mark Kizzar	3 Years	2021
3	Ronald T. Randolph **	3 Years	2020
3	Tuan Nguyen	3 Years	2022
4	Larry A. Lang	3 Years	2021
4	Michael Pascual	3 Years	2022
5	Jeffrey Kaplan	3 Years	2021
5	Douglas Anderson	3 Years	2022
	Frank Davies: Orange County Auditor-Controller		Required by M2 Ordinance

* Completed the remainder of Dale Soeffner's term

** Completed the remainder of Andrew Lesko's term

**OC GO (FORMERLY MEASURE M) TAXPAYER OVERSIGHT COMMITTEE
2020 RECRUITMENT SCHEDULE
SUPERVISORIAL DISTRICTS TWO AND THREE**

Jan. 23	Planning meeting with Grand Jurors Association of Orange County (GJAOC) Selection Panel
Feb 10	Website updated with 2020 recruitment content and application
Feb 17 - Apr 17	First social media posts on Facebook and Twitter Biweekly blog in OCTA's On the Move
Feb 27	Press release distributed Information sent to County supervisors' offices, city public information officers, city clerks and city managers; Orange County Business Council (OCBC), Women's Transportation Seminar (WTS), and other organizations for newsletters/blogs/social media
Feb 28 - May 1	Biweekly social media posts (Facebook and Twitter)
February 28 - May 1	Ad in the <i>Los Angeles Times</i> (includes local community papers); <i>OC Register</i> (includes local community papers) Posted on Los Angeles Times website and Orange County Register website
May 1	Application deadline
May 4, 5, 6, 7, 8	GJAOC Selection Panel interviews candidates and prepares finalist list
May 15	GJAOC Selection Panel submits list of finalists to OCTA
May 18-22	Legal counsel review of finalists
Jun 22	OCTA Chairman draws names at Board of Directors Meeting

2020
GRAND JURORS ASSOCIATION OF ORANGE COUNTY
OVERSIGHT COMMITTEE SELECTION PANEL

William F. Underwood, Chair

Diana G. Merryman

John J. Moohr

Timothy J. Ogata

Virginia L. Zlaket

KEEP AN EYE ON YOUR TAX DOLLARS

RESIDENTS NEEDED FROM THE SECOND AND THIRD SUPERVISORIAL DISTRICTS

OC Go (also known as Measure M) is the Transportation Ordinance and Plan approved first by Orange County voters in 1990 and renewed again by voters in 2006. The combined measures raise the sales tax in Orange County by one-half cent for a total period of 50 years to alleviate traffic congestion. This money is administered by the Orange County Transportation Authority (OCTA) and pays for specific voter-approved transportation projects for freeway improvements, local street and road improvements, and rail and transit programs specified in the Plan.

OC Go calls for an independent Taxpayer Oversight Committee to oversee compliance with the Ordinance as specified in the Transportation Ordinance and Plan.

The responsibilities of the 11-member Taxpayer Oversight Committee are to:

- Ensure all transportation revenue collected from OC Go is spent on the projects approved by the voters as part of the Plan;
- Ratify any changes in the Plan and recommend any major changes go back to the voters for approval;
- Participate in ensuring that all jurisdictions in Orange County conform with the requirements of OC Go before receipt of any tax monies for local projects;
- Hold annual public meetings regarding the expenditure and status of funds generated by OC Go;
- Review independent audits of issues regarding the Plan and performance of the Orange County Local Transportation Authority regarding the expenditure of OC Go sales tax monies.
- Annually certify OCTA is proceeding in accordance with the Plan.

HOW ARE MEMBERS CHOSEN?

Taxpayer Oversight Committee candidates are chosen by the Grand Jurors Association of Orange County (GJAOC), which has formed a five-member Taxpayer Oversight Committee Selection Panel to conduct an extensive recruitment program. The panel screens all applications, conducts interviews and recommends candidates for membership on the Taxpayer Oversight Committee. The GJAOC is made up of former grand jurors who have a continuing concern for good government and whose purpose is to promote public understanding of the functions and purpose of the grand jury. The GJAOC is a neutral body serving the interests of the citizens of Orange County.

Taxpayer Oversight Committee members represent each of the five Orange County Supervisorial Districts and have been meeting regularly since 1990. At this time, the GJAOC is conducting a recruitment to fill two vacancies with one representative from each of the Second and Third Supervisorial Districts. The GJAOC will recommend as many as five finalists from each district. The new members are to be chosen by lottery at the June 22, 2020 meeting of the OCTA Board of Directors. The terms for the new committee members will begin July 1, 2020. The representatives will serve three-year terms which expire on June 30, 2023. *This is a volunteer position and no monetary compensation will be paid to committee members.* The chairperson is the elected Auditor-Controller of Orange County. The Auditor-Controller's term coincides with his/her elected/appointed term.

WHO CAN APPLY TO SERVE?

Any Orange County citizen 18 years or older may apply to serve on the Taxpayer Oversight Committee. Potential candidates will be reviewed on the basis of the following criteria:

1. Commitment and ability to participate in Taxpayer Oversight Committee meetings for a three-year term from July 1, 2020 to June 30, 2023. The Committee will maintain time and meeting requirements. The Committee currently meets quarterly.
2. Demonstrated interest and history of participation in community activities, with special emphasis on transportation-related activities.
3. Lack of financial conflict of interest with respect to the allocation of sales tax revenue generated by OC Go. All Taxpayer Oversight Committee members are required to sign a conflict of interest form when accepting appointment.
4. Elected or appointed city, district, county, state or federal officials **are not** eligible to serve.

DEADLINE FOR APPLICATION:

All applications **MUST** be received no later than **May 1, 2020**. For additional information, please call 714-974-9699 or visit octa.net/TOC recruitment. Please print and mail completed application to:

GJAOC
OC Go TOC Applicant Screening Panel
P.O. Box 17923
Irvine, CA 92623-9998

APPLICATION FOR TAXPAYER OVERSIGHT COMMITTEE

Please type or print using dark ink. Additional sheets may be attached if needed. Please be as comprehensive as possible.

Name: _____ Email: _____

Business Address: _____
Street City Zip Code

Residence Address: _____
Street City Zip Code

Home Phone: _____ Business Phone: _____

Supervisory District Number: _____ (Call Registrar of Voters at (714) 567-7582 to confirm your district.)

Present Employment Status: Employed Unemployed Retired

Present Occupation: _____ Employer: _____

Ethnic Origin (optional): _____ How long have you lived in Orange County? _____ year(s)

Are you a citizen of the United States? Yes No Are you a registered voter? Yes No

Have you (or your spouse) or any entity that you either work for or have a financial interest in, received any financial remuneration for goods or services provided by you, or by any entity you work for or have a financial interest in, that was paid for with OC Go revenues, either directly or indirectly, within the past 12 months? Yes No

If so, please explain.

Do you have any possible conflict of interest with respect to the allocation of OC Go revenues? Yes No

If so, please explain.

Are you currently an elected or appointed officer of any public entity? Yes No
(Note: All public officers shall complete an [intent to resign form](#).)

If so, please explain.

Are you related to or closely associated with any elected official or public employee? Yes No

If so, please state the nature of the association.

Have you ever been convicted of malfeasance in office, or of any felony? Yes No

If so, please explain.

As a member of any profession or organization, or as a holder of any office, have you ever been suspended, disbarred, or otherwise disqualified? Yes No

If so, please explain.

Do you personally have any past or pending issues related to development or transportation in any Orange County city? Yes No

If so, please explain.

Have you ever been involved in a lawsuit with OCTA? Yes No

If so, please explain.

Do you possess research abilities, including complex reading facility and capability to assess and analyze facts? Yes No

Is there any reason that you may be biased and not objective if you are chosen to serve as a member of the Taxpayer Oversight Committee? Yes No

While no specific time commitment is predetermined, are you willing to make a conscientious effort for a period of three years to give membership on this committee a priority and participate as necessary? Yes No

If you are presently active or have been active in the past five years in any organization, please give the organization name, nature of your activities and duties, and appropriate dates.
(Attach sheet if necessary)

In what transportation-related activities have you been involved?

What do you know about OC Go/Measure M?

What specialized skill or expertise would you bring to the Oversight Committee?

EDUCATIONAL BACKGROUND:

List highest grade completed, any degrees you hold and the college/university attended and date of graduation.

EMPLOYMENT BACKGROUND:

List or attach your resume, including positions and titles held.

How did you hear about the Taxpayer Oversight Committee?

- | | | |
|--|---|--|
| <input type="checkbox"/> Online | <input type="checkbox"/> Newspaper/Magazines | <input type="checkbox"/> Social Media |
| <input type="checkbox"/> <i>OC Register</i> | <input type="checkbox"/> <i>OC Register</i> | <input type="checkbox"/> <i>Facebook / Instagram</i> |
| <input type="checkbox"/> <i>LA Times</i> | <input type="checkbox"/> <i>LA Times</i> | <input type="checkbox"/> <i>Twitter</i> |
| <input type="checkbox"/> <i>OCTA Website</i> | <input type="checkbox"/> <i>Local Advertisement</i> | <input type="checkbox"/> <i>E-mail</i> |
| <input type="checkbox"/> Other: _____ | | |

Why do you wish to be considered for membership on the Taxpayer Oversight Committee?

APPLICATION MUST BE RECEIVED BY MAY 1, 2020

Please print and mail completed application to:
GJAOC
OC Go TOC Applicant Screening Panel
P.O. Box 17923
Irvine, CA 92623-9998

For more information 714-974-9699.

I hereby declare the information provided in this Application for the Taxpayer Oversight Committee is true, correct and complete to the best of my knowledge. I understand that my statements may be verified and I give permission to do so.

Date

Signature

**MEASURE M2 TAXPAYER OVERSIGHT COMMITTEE
2020 FINALISTS**

DISTRICT 2

<u>NAME</u>	<u>CITY</u>
Michael W. Depew, Sr.	Seal Beach
Ben Nielson	Fountain Valley
Nathan Searles	Rossmoor
Harry Stephen Sloan	Newport Beach
Larry Tekler	Huntington Beach

DISTRICT 3

<u>NAME</u>	<u>CITY</u>
Wisam Altowajji	Tustin
Brian Beelner	Orange
Joseph McCarthy	Villa Park
Richard Ramirez	Orange
Stewart Rixson	Yorba Linda

Minutes of the
Orange County Transportation Authority
Orange County Transit District
Orange County Local Transportation Authority
Orange County Service Authority for Freeway Emergencies
Board of Directors Meeting

Call to Order

The June 8, 2020 regular meeting of the Orange County Transportation Authority (OCTA) and affiliated agencies was called to order by Chairman Jones at 9:01 a.m. at the OCTA Headquarters, 550 South Main Street, Board Room – Conference Room 07-08, Orange, California.

Roll Call

The Clerk of the Board conducted an attendance Roll Call and announced there was quorum of the Board of Directors (Board) as follows:

Directors Present: Steve Jones, Chairman

Via teleconference:

Andrew Do, Vice Chairman

Lisa A. Bartlett

Doug Chaffee

Laurie Davies

Barbara Delgleize

Michael Hennessey

Gene Hernandez

Joseph Muller

Mark A. Murphy

Richard Murphy

Miguel Pulido

Tim Shaw

Harry S. Sidhu

Michelle Steel

Donald P. Wagner

Gregory T. Winterbottom

Ryan Chamberlain, District Director

California Department of Transportation District 12

Director Absent: None

Also Present: Darrell E. Johnson, Chief Executive Officer (CEO)
Jennifer L. Bergener, Deputy CEO/Chief Operating Officer
Laurena Weinert, Clerk of the Board (COB)
Martha Ochoa, Assistant COB
James Donich, General Counsel (teleconference)

Invocation

Director Wagner gave the invocation.

Pledge of Allegiance

Chairman Jones led in the Pledge of Allegiance.

Special Calendar

Orange County Transportation Authority Special Calendar Matters

1. Public Hearing on Orange County Transportation Authority's Fiscal Year 2020-21 Budget and Personnel and Salary Resolution

(A verbatim transcript of this public hearing is on file in the Clerk of the Board's office.)

Darrell E. Johnson, CEO, provided opening comments and introduced Andy Oftelie, Chief Financial Officer (CFO), who provided a PowerPoint presentation as follows:

- Budget Themes;
- Novel Coronavirus (COVID-19) Impacts;
- Budget Overview – Budget Workshop Proposed;
- Budget Overview – Current Proposed;
- Budget Adjustments – Sources and Uses;
- COVID-19 Budget Reductions;
- Budget Sources & Uses;
- Staffing Levels;
- Recommendations; and
- Next Steps.

Mr. Oftelie noted for the record that at the request of Southern California Regional Rail Authority (Metrolink) Recommendation Letter D amount needs to be amended to \$9,863,627.

Mr. Oftelie stated that Metrolink's request includes annual insurance premium payments that have always been included in the first quarter payment from member agencies and were inadvertently left off the original ask.

1. (Continued)

A discussion ensued regarding:

- Director Hennessey acknowledged Mr. Johnson, CEO, Andy Oftelie, CFO, and Victor Velasquez, Department Manager, Financial Planning and Analysis, for producing a great budget and supports the proposed budget.
- Director Hennessey stated to the Board to expect changes to the next fiscal year's budget as information comes forward in the first three to six months of the budget.
- Director Wagner asked how much would be available to redirect the streetcar money to other important programs like senior mobility.
- Mr. Johnson stated that the streetcar construction and vehicle contracts are awarded and encumbered.
- Director Wagner asked if there is a clause in the streetcar contracts for a change circumstances, and the contractors may work with OCTA in change circumstances.
- Mr. Oftelie reported that in the proposed budget the streetcar has just under \$44 million.
- Mr. Johnson stated that the streetcar funding is from Measure M2, Project S and is specified for transit extensions to the Metrolink lines.
- Director Wagner provided his concerns about ridership demands post COVID-19 versus the original projection, as well as stated why would the streetcar continue to be funded especially since demands in OCTA's systems have declined.
- A discussion ensued about the streetcar federal full funding grant agreement, ridership demand projections for 2022 opening day in 2022, 405 Express Lanes federal loan is based upon traffic projections, and 91 Express Lanes traffic projections.
- Director Wagner stated that since the streetcar continues to be in the proposed budget, he will vote no for the budget.

The Clerk of the Board read into the record notifications to inform the public and local agencies of today's public hearing.

Chairman Jones opened the public hearing for public comments and with no public comments received, a motion was made by Director Pulido, seconded by Director Hernandez, and following the roll call vote, declared passed 17-0, to close the public hearing.

Director Steel requested a bifurcated vote for Recommendation A and for Recommendations B, C, and D vote on together.

1. (Continued)

For Recommendation Letter A, a motion was made by Director Pulido, seconded by Director Hennessey, and following a roll call vote, declared passed 15-2, to:

- A. Approve by Resolution the Orange County Transportation Authority's Fiscal Year 2020-21 Budget.

Director Steel noted that at the recent Finance and Administration Committee meeting, James Donich, OCTA's General Counsel, advised her to vote no when you do not agree with just one thing about the streetcar out of the entire budget. Director Steel agreed with all the proposed budget, however, because of the streetcar, she will vote no.

For Recommendation Letter A, Directors Steel and Wagner voted in opposition.

Director Mark A. Murphy requested out of an abundance of caution that Recommendation Letter C be voted on separately, because he will need to recuse himself due to a potential conflict for employment.

To accommodate Director Mark A. Murphy's request, maker of the motion Director Pulido and maker of the second Director Hennessey, amended the motion for a separate Recommendation Letter C vote.

For Recommendations Letter B and amended Letter D, a motion was made by Director Pulido, seconded by Director Hennessey, and following a roll call vote, declared passed 17-0, to:

- B. Approve the Personnel and Salary Resolution for Fiscal Year 2020-21.
- D. Approval of fiscal year 2020-21 Orange County Transportation Authority member agency contribution to the Southern California Regional Rail Authority, first quarter operating subsidy, in an amount up to \$9,863,627.

For Recommendation Letter C, a motion was made by Director Pulido, seconded by Director Hennessey, and following a roll call vote, declared passed 16-0, to:

- C. Authorize the Chief Executive Officer to negotiate and execute the software and hardware licensing, maintenance, and emergency support purchase orders and/or agreements.

Due to a potential conflict of employment, Director Mark A. Murphy recused himself from participating or voting.

2. Coronavirus Update

Darrell E. Johnson, CEO, provided an update on OCTA's efforts to proactively respond to the COVID-19 pandemic.

No action was taken on this information item.

Consent Calendar (Items 3 through 17)

Orange County Transportation Authority Consent Calendar Matters

3. Approval of Minutes

A motion was made by Director Hennessey, seconded by Director Davies, and following a roll call vote, declared passed 17-0, to approve the Orange County Transportation Authority and affiliated agencies' regular meeting minutes of May 22, 2020.

4. 91 Express Lanes Update for the Period Ending - March 31, 2020

A motion was made by Director Hennessey, seconded by Director Davies, and following a roll call vote, declared passed 17-0, to receive and file as an information item.

5. Amendment to Agreement for Service and Maintenance of Security Systems

A motion was made by Director Hennessey, seconded by Director Davies, and following a roll call vote, declared passed 17-0, to authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Agreement No. C-7-1676 between the Orange County Transportation Authority and Convergent Technologies LLC, in the amount of \$65,000, for additional project support services. This will increase the maximum obligation of the agreement to a total contract value of \$341,000.

6. Agreement for Occurrence Tracking System Replacement

A motion was made by Director Hennessey, seconded by Director Davies, and following a roll call vote, declared passed 17-0, to:

- A. Approve the selection of Origami Risk LLC, as the firm to provide cloud-based claims management software as a service in support of the Orange County Transportation Authority's Occurrence Tracking System for Risk Management and Safety departments.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2023 between the Orange County Transportation Authority and Origami Risk LLC, in the amount of \$495,170, to provide cloud-based claims management software as a service to replace Orange County Transportation Authority's Occurrence Tracking System for a three-year term.

7. Agreement for Deferred Compensation Services

A motion was made by Director Hennessey, seconded by Director Davies, and following a roll call vote, declared passed 17-0, to:

- A. Approve the selection of Nationwide Retirement Solutions as the firm to provide deferred compensation services.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2014 between the Orange County Transportation Authority and Nationwide Retirement Solutions, to perform a broad range of defined contribution services related to the administration of the 457(b), 401(a), and 3121 plans, for an initial term of five years with two, five-year option terms.

8. Active Transportation Update

A motion was made by Director Hennessey, seconded by Director Davies, and following a roll call vote, declared passed 17-0, to receive and file as an information item.

Orange County Transit District Consent Calendar Matters

9. Medical Exams, Internal Audit Report No. 20-508

A motion was made by Director Hennessey, seconded by Director Davies, and following a roll call vote, declared passed 17-0, to receive and file Medical Exams, Internal Audit Report No. 20-508, as an information item.

10. Approval to Release Request for Proposals for an Enterprise Asset Management System

A motion was made by Director Hennessey, seconded by Director Davies, and following a roll call vote, declared passed 16-0, to:

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 0-2272 to select a firm to provide an enterprise asset management system.
- B. Approve the release of Request for Proposals 0-2272 to select a firm to provide an enterprise asset management system for a seven-year initial term with two, two-year option terms.

Due to a potential conflict for employment, Director Mark A. Murphy recused himself from participating or voting.

Orange County Local Transportation Authority Consent Calendar Matters

11. Cooperative Agreement with the California Department of Transportation for the Interstate 5 Widening Project Between Interstate 405 and State Route 55

A motion was made by Director Hennessey, seconded by Director Davies, and following a roll call vote, declared passed 17-0, to authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-0-2317 between the Orange County Transportation Authority and the California Department of Transportation, in the amount of \$1,200,000, to provide oversight of the plans, specifications, and estimates, and to advertise and award the construction contract for the Interstate 5 widening project between Interstate 405 and State Route 55, Segments 1 and 2.

12. Consultant Selection for On-Call Right-of-Way Support Services for Capital Improvement Projects

A motion was made by Director Hennessey, seconded by Director Davies, and following a roll call vote, declared passed 17-0, to:

- A. Approve the selection of Epic Land Solutions, Inc., as the firm to provide on-call right-of-way support services for capital improvement projects.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-9-1613 between the Orange County Transportation Authority and Epic Land Solutions, Inc., in the amount of \$3,500,000, for an initial term of three years, with two, one-year option terms to provide on-call right-of-way support services for capital improvement projects.

13. Cooperative Agreement with the California Department of Transportation for the Interstate 5 Improvement Project Between Avenida Pico and San Diego County Line

A motion was made by Director Hennessey, seconded by Director Davies, and following a roll call vote, declared passed 17-0, to authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-0-2334 between the Orange County Transportation Authority and the California Department of Transportation, at no cost, for preparation of the project report and environmental document for the Interstate 5 improvement project between Avenida Pico and the San Diego County Line.

14. Membership Appointments for the Measure M2 Environmental Cleanup Allocation Committee

A motion was made by Director Hennessey, seconded by Director Davies, and following a roll call vote, declared passed 17-0, to:

- A. Approve the reappointment of current committee members serving on the Measure M2 Environmental Cleanup Program Environmental Cleanup Allocation Committee for an additional three-year term.
- B. Appoint two committee members to replace outgoing members on the Measure M2 Environmental Cleanup Program Environmental Cleanup Allocation Committee.

15. Environmental Mitigation Program Endowment Fund Investment Report for March 31, 2020

A motion was made by Director Hennessey, seconded by Director Davies, and following a roll call vote, declared passed 17-0, to receive and file as an information item.

16. Measure M2 Eligibility Review Recommendations for Fiscal Year 2018-19 Expenditure Reports

A motion was made by Director Hennessey, seconded by Director Davies, and following a roll call vote, declared passed 17-0, to:

- A. Find all 35 Orange County local agencies eligible to receive net Measure M2 revenues.
- B. Direct staff to solicit from the City of Anaheim a restated fiscal year 2018-19 expenditure report to address miscategorized maintenance of effort expenditures identified in M2 Agreed Procedures Reports, Fiscal Year Ended 2019.

17. Measure M2 Quarterly Progress Report for the Period of January 2020 Through March 2020

A motion was made by Director Hennessey, seconded by Director Davies, and following a roll call vote, declared passed 17-0, to receive and file as an information item.

Regular Calendar

Orange County Local Transportation Authority Regular Calendar Matters

18. Amendment to Agreement for Additional Program Management Consultant Services for the Highway Program

Rose Casey, Director of Highway Programs, reported on the recommended contract amendment for additional program management consultant services for the Highway Program.

A motion was made by Director M. Murphy, seconded by Director Wagner, and following a roll call vote, declared passed 17-0, to authorize the Chief Executive Officer to negotiate and execute Amendment No. 10 to Agreement No. C-5-3767 between the Orange County Transportation Authority and Mott MacDonald, LLC, in the amount of \$5,329,618, to provide additional program management consultant services for the Highway Programs Department. This will increase the maximum obligation of the agreement to a total contract value of \$24,780,661.

Discussion Items

19. Public Comments

There were no public comments.

20. Chief Executive Officer's Report

Darrell E. Johnson, CEO, reported the following:

Taxpayer Oversight Committee (TOC) Public Hearing -

- Tomorrow night at 6:00 p.m., via teleconference, the TOC will hold its 29th Annual Measure M Public Hearing to review OCTA's implementation of Measure M.
- At the hearing, the TOC will review major committee actions taken, financial audit results and expenditure reports, annual eligibility review, and listen to public comments.

20. (Continued)

Measure M Quarterly Report Acknowledgement –

- The Measure M quarterly report under today's agenda Item 17 was completed by Tami Warren, and after nearly 36 years of dedicated service to OCTA, Ms. Warren has announced her retirement.
- Ms. Warren joined OCTA in 1984 and served as the Program Manager overseeing OCTA's Measure M program since October 2011.
- Ms. Warren's leadership and institutional knowledge have been invaluable in helping OCTA deliver the Measure M program, particularly over the last few months when OCTA have faced unprecedented revenue and forecast challenges due to the pandemic.
- On behalf of OCTA and himself, Mr. Johnson thanked Ms. Warren for her service and wished her well in retirement.

21. Directors' Reports

Director Winterbottom inquired if many of the 60-foot buses were in service. Jennifer L. Bergener, Deputy CEO/Chief Operating Officer, responded that there is no current demand for the 60-foot buses, and OCTA continues to monitor.

Director Hennessey echoed Mr. Johnson's comments about Ms. Warren and thanked her for excellent service to OCTA and Orange County.

Director Delgleize commented on when she first met Ms. Warren and thanked her for the dedication and tremendous service to OCTA and residents of Orange County.

22. Closed Session

A Closed Session will be held as follows:

- A. Pursuant to Government Code Section 54957.6 to discuss negotiations with Teamsters Local 952 regarding the coach operators. The lead negotiator for the Orange County Transportation Authority is Maggie McJilton, Executive Director of Human Resources and Organizational Development, and Teamsters Local 952 representative.
- B. Pursuant to Government Code 54957.6 to discuss collective bargaining agreement negotiations with the Transportation Communications International Union regarding the parts/stock room clerks and facilities maintenance employee unit. The lead negotiator for the Orange County Transportation Authority is Maggie McJilton, Executive Director of Human Resources and Organizational Development, and Transportation Communications International Union representative.

22. (Continued)

All Board Members were present for the Closed Session Letters A and B.

James Donich, General Counsel, reported out for Closed Session, Letter A that the Board met regarding the contract negotiations with Teamsters Local 952 for the coach operators collective bargaining agreement.

A motion was made by Director Winterbottom, seconded by Director Pulido, and declared passed 16-1, to approve a one-year extension to the existing coach operators collective bargaining agreement with a 2.6 percent wage increase.

Director Muller voted in opposition.

23. Adjournment

The meeting adjourned at 10:37 a.m.

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, June 22, 2020**, at the OCTA Headquarters, 550 South Main Street, Board Room – Conference Room 07-08, Orange, California.

ATTEST:

Laurena Weinert
Clerk of the Board

Steve Jones
Chairman



June 22, 2020

To: Members of the Board of Directors

From: Darrell E. Johnson, Chief Executive Officer

Subject: Approval to Release Request for Proposals for Back-Office System and Customer Service Center Operations Services for the 405 Express Lanes in Orange County

Overview

Staff has developed a request for proposals to initiate a competitive procurement process to retain contractor services to provide a back-office system and customer service center operations for the 405 Express Lanes in Orange County.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 0-2352 for selection of a contractor to provide the back-office system and customer service center operations services for the 405 Express Lanes in Orange County.
- B. Approve the release of Request for Proposals 0-2352 to provide the back-office system and customer service center operations services for the 405 Express Lanes in Orange County.

Discussion

The Orange County Transportation Authority (OCTA), in cooperation with the California Department of Transportation, is implementing the Interstate 405 (I- 405) Improvement Project between State Route 73 (SR-73) and Interstate 605 (I-605). The 405 Improvement Project will add one general purpose lane from Euclid Street to I-605, consistent with Measure M2 Project K, and will add an additional lane in each direction that would combine with the existing high-occupancy vehicle lane to provide dual express lanes in each direction on I-405 from SR-73 to I-605, otherwise known as the 405 Express Lanes.

On October 12, 2015, the OCTA Board of Directors (Board) approved assumptions for the 405 Express Lanes as described in the 405 Express Lanes Toll Policy and Finance Plan Decisions Document (Decisions Document). This document identified that the facility would operate in a manner similar to the 91 Express Lanes with all-electronic tolling using transponders and with the same account types and violation process. On May 23, 2016, the Board approved the 405 Express Lanes Toll Policy and preliminary finance plan using the operating assumptions outlined in the Decisions Document.

As part of this back-office system (BOS) and customer service center (CSC) operations services (Project) procurement, the contractor will be responsible for the design, development, implementation, and maintenance of the BOS for the 405 Express Lanes. The BOS retrieves data from the in-lane Electronic Traffic and Toll Management (ETTM) System and charges to the customer account or establishes a violation for the trip, if applicable. In addition, the contractor will be responsible for the day-to-day operations for the 405 Express Lanes, including the following toll-related services:

- Customer service
- Violations processing and collections
- Customer account management
- Payments and other mail processing
- Revenue collections and transaction processing
- Financial management, reconciliation, and settlement
- Transponder inventory management
- Back-office software system
- Telephone system
- Hardware and software monitoring and maintenance

Although the 405 Express Lanes is not anticipated to open until calendar year 2023, the new contractor will design, develop, test and implement the new BOS during this time. In addition, efforts for mobilization of the customer service center operations, including staff recruitment and training, and establishment of all necessary services, will also need to be accounted for in the schedule.

Procurement Approach

OCTA's Board-approved procurement policies and procedures require that the Board approve all requests for proposals (RFP) over \$1,000,000, as well as approve the evaluation criteria and weightings. Staff is submitting for Board

Approval to Release Request for Proposals for Back-Office System and Customer Service Center Operations Services for the 405 Express Lanes in Orange County

approval the draft RFP and evaluation criteria and weights, which will be used to evaluate proposals received in response to the RFP.

The proposed evaluation criteria and weights are as follows:

- Qualification of the Firm 15 percent
- Staffing and Project Organization 15 percent
- Work Plan and Technical Approach to BOS 30 percent
- Work Plan and Technical Approach to CSC 20 percent
- Cost and Price 20 percent

Several factors were considered in developing the criteria weights. Staff assigned weights with a greater level of importance to the work plan and technical approach to the BOS followed by CSC operations as this procurement is highly technical in nature. The contractor is expected to receive toll transaction information from the ETTM System, process transaction information, monitor BOS performance and customer service operations, as well as future maintenance requirements. Both criteria for qualifications of the firm and staffing and project organization are given an equal weight due to their similar importance to the overall delivery of the Project. The experience of the firm and the staff in performing similar work and providing required services is significant to the success of the Project and timely delivery of the work. The cost and price criterion is also important as it allows firms to demonstrate competitiveness in their proposed prices to carry out the required services for the Project.

The evaluation committee will be comprised of internal OCTA staff and external representatives. The evaluation committee will be aided by a group of subject matter experts who will review the technical proposals and prepare a supplemental report that outlines the strengths and weaknesses of each proposal. The subject matter experts will not score the proposals, rather they will provide the evaluation committee members with the information necessary to assist in their evaluation and scoring of the proposals.

The agreement resulting from this procurement will have an initial term of up to eight years, with an initial option term of three years and subsequent option term of two years.

This RFP will be released upon Board approval of this recommendation.

Approval to Release Request for Proposals for Back-Office System and Customer Service Center Operations Services for the 405 Express Lanes in Orange County

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Fiscal Impact

Funding is included in OCTA's Fiscal Year 2020-21 Budget, 405 Express Lanes Account 0037-9028-A951001-1GO for the BOS implementation and will be included in the 405 Express Lanes budget for the subsequent operations and maintenance years under various line items.

Summary

The Board of Directors approval is requested to release Request for Proposals 0-2352 to provide the Back-Office System and Customer Service Center Operations Services for the 405 Express Lanes in Orange County, as well as approve the proposed evaluation criteria and weights.

Attachment

- A. Draft Request for Proposals (RFP) 0-2352, Back-Office System and Customer Service Center Operations Services for the 405 Express Lanes in Orange County.

Prepared by:



Kirk Avila
General Manager
Express Lanes Programs
(714) 560-5674



Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623

REQUEST FOR PROPOSALS (RFP) 0-2352

**BACK-OFFICE SYSTEM AND CUSTOMER
SERVICE CENTER OPERATIONS SERVICES
FOR THE 405 EXPRESS LANES IN
ORANGE COUNTY**



ORANGE COUNTY TRANSPORTATION AUTHORITY

OCTA OFFICES
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282

Key RFP Dates

Issue Date	June 22, 2020
Pre-Proposal Conference and Site Visit Date	June 30, 2020
Offeror Technical Questions Submittal Deadline	August 17, 2020
Authority Technical Questions Response Deadline	August 24, 2020
Offeror Pricing and Non-technical Questions Submittal Deadline	August 31, 2020
Authority Pricing and All Non-technical Questions Response Deadline	September 8, 2020
Proposal Due Date	September 24, 2020
Interview Dates:	December 9-10, 2020

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DRAFT



NOTICE OF REQUEST FOR PROPOSALS

(RFP): 0-2352 BACK OFFICE SYSTEM AND CUSTOMER SERVICE CENTER OPERATIONS SERVICES FOR THE 405 EXPRESS LANES

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (“Authority”) invites Proposals from qualified firms to provide Back Office System (BOS) and Customer Service Center (CSC) Operations for the 405 Express Lanes (“405 Express Lanes”).

Required work (“Work”) under this RFP includes the Implementation and Operations and Maintenance of the BOS and CSC for the 405 Express Lanes. Over the term of the Agreement the Authority may implement other toll facilities that may be added to this Project.

The Agreement will include both firm fixed and variable pricing elements. The initial term of the Agreement will be up to eight years, which includes an Implementation Phase and a six-year Operations and Maintenance Phase. Two optional contract extension periods are included for a total optional extension of up to five years. Optional Term 1 is for an extension period of up to three years and Option Term 2 if for an additional extension period of up to two years. Each may be executed at the sole determination of the Authority.

The Authority intends to provide a facility for Contractor’s customer service center operations, which may also house other Authority contractors. The Contractor must provide space for its data center at another location in accordance with the Scope of Work and Requirements.

Authority’s budget commitment, for the initial term of this Agreement, is anticipated to be \$133,876,546.

Close coordination will be required between the Contractor awarded the Contract resulting from this procurement (“the Contractor”) and the 405 Express Lanes roadway toll system contractor.

Offerors are advised that the Reference Documents provided with this RFP are for the purpose of providing certain information to Offerors. Authority does not take responsibility for determining whether the Reference Materials are

accurate, complete, pertinent, or of any value to Offerors. Reference documents include the following:

- Toll Operating Agreement with California Department of Transportation (Caltrans) for the 405 Express Lanes in Orange County.
- OCTA 91 BOS and CSC Operations Historical Volumes

The Authority has set a three percent (3%) Disadvantaged Business Enterprise (DBE) participation goal for this project, as it is mainly funded with federal funds. Award of this contract is contingent upon Contractor's commitment to meet the DBE attainment requirements including good faith effort to meet the established goal.

Offerors are advised that by signing their Proposal, they are certifying that they and their Subcontractors are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

The following restrictions/prohibitions apply to this procurement:

- The firm, including all Subcontractors (at any tier), regardless of the level of service provided by said Subcontractor(s), awarded the program management services contract for the Authority's Highway Delivery Department, may not submit a Proposal to this procurement.
- The firm, including all Subcontractors (at any tier), regardless of the level of service provided by said subcontractor(s), awarded the program management consultant contract for the Authority's I-405 Improvement Project, may not submit a Proposal to this procurement.

The evaluation of Offeror team composition with regards to conflicts of interest will be done on a case-by-case basis.

Proposals must be received in the Authority's office at or before 2:00 p.m. on Thursday, September 24, 2020.

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Mr. Robert Webb, Senior Contract Administrator**

Proposals delivered using the U.S. Postal Service shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Mr. Robert Webb, Senior Contract Administrator**

Proposals and amendments to Proposals received after the date and time specified above will be returned to the Offerors unopened.

All firms interested in responding to this procurement, are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net>. From the site menu click on CAMM NET to register.

Offerors are advised that the Authority is now on Facebook, at www.facebook.com/Cammnetconnect. Cammnet Connect was created by the Authority to provide a tool for firms to build business and partnering relationships with other firms interested in business opportunities with the Authority.

Firms interested in obtaining a copy of this Request For Proposals (RFP) may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

To receive all further information regarding this RFP 0-2352, prime firms and Subcontractors must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category	Commodity
Communication Equipment, Communication Systems	Telecommunications - Sales and Services
Computer: Hardware & Software	Accounting / Financial Software
	Business Software
	Computer: Hardware & Software
	Database Software
	Desktops, Notebooks & Appliances
	Enterprise Software -General
	Hardware Components & Accessories
	Networking Equipment
	Operating Systems and Network Software

Category	Commodity
	Servers and Storage Equipment
	Software Development and Tool Software
Facility; Equipment; Supplies	Security Systems - Equipment
Office Equipment, Office Furniture, Office Supplies	Office Equipment
	Office Furniture
	Office Supplies - General
Rental & Lease	Equipment Rental or Lease
	Office Equipment Rental or Lease
Human Resources & Employment Services	Employment Agency and Search Firm Services (including Background Checks)
	Employment Search Service
	Outplacement Services - Recruitment
	Temporary Employment Service
Maintenance Services - Equipment	Office Equipment Maintenance - General
	Office Furniture & Cubicle Maintenance
Marketing, Advertising & Media Services	Graphic Production Services
	Interior Design, Space Planning, and Exhibits/Displays
	Mail house Services
Office Services	Office Equipment Repair
Services (General)	Computers, Data Processing Equipment and Accessories
	Courier Services
	Document Destruction
	Interpreter Services (Foreign Language, Hearing Impaired, etc.)
	Language Translator / Interpreter Services
	Mail Services, Express
	Mailing Services (Including Collating, Packaging, and Sorting)
	Reprographic Services
Printing & Reproduction Services	Printing and Related Services
Professional Consulting	Accounting / Auditing / Budget Consulting
	Computer Network Consulting

Category	Commodity
	Consultant Services - Tolling Systems Design and Development
	Consultant Services - Intelligent Transportation Systems (ITS)
	Training
Professional Services	Accounting Services
	Computer Training
	Networking Services (including Installation and Maintenance)
	Support Services, Computer

A Pre-Proposal conference will be held on **June 29 TBD, 2019**, at OCTA Headquarters, 550 South Main Street, Orange CA 92863-1584. All prospective Offerors are encouraged to attend the pre-proposal conference. The schedule for the meetings is as follows:

- 8:30 am: Pre-Proposal conference at OCTA Headquarters Board

The Authority has established December 5, 201720, as the dates to conduct interviews. All prospective Offerors will be asked to keep these dates available.

Offerors are encouraged to subcontract with small businesses to the maximum extent possible.

All Offerors will be required to comply with all applicable equal opportunity laws and regulations.

The award of this Contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the proposed Agreement including the identified Scope of Work and Requirements.

DRAFT

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS**A. PRE-PROPOSAL CONFERENCE AND SITE VISIT**

A Pre-Proposal conference will be held on **June 29, 2020**, beginning at : a.m. The Pre-Proposal conference is not mandatory; however, all prospective Offerors are encouraged to attend the Pre-Proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a Proposal, Offeror represents that it has thoroughly examined and become familiar with the Work required under this RFP (including all exhibits and addenda) and that it is capable of performing quality work to achieve the Authority's objectives. Failure of Offeror to so examine and inform itself shall be at its sole risk, and no relief for discrepancy, deficiency, ambiguity, error, or omission will be provided by the Authority.

C. ADDENDA

The Authority reserves the right to revise the RFP documents. Any changes made by the Authority to the requirements will be made by written addendum to this RFP. Where applicable, written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral or written instructions. Offerors shall acknowledge receipt of all addenda in their Proposals. Failure to acknowledge receipt of addenda may cause the Proposal to be deemed non-responsive to this RFP and be rejected.

D. AUTHORITY CONTACT

All communication and/or contacts with Authority staff regarding this RFP are to be directed to the following Contract Administrator:

Mr. Robert Webb, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5446743, Fax: 714.560.5792
Email: 405ELBOS-CSC@OCTA.net

Commencing on the date of the issuance of this RFP and continuing until award of the Contract or cancellation of this RFP, no Offeror, Subcontractor, lobbyist or agent hired by the Offeror shall have any contact or communications regarding this RFP with any Authority staff or officers; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any

Offeror, Subcontractor, lobbyist or agent hired by the Offeror that engages in such prohibited communications may result in disqualification of Offeror at the sole discretion of the Authority.

E. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section E.2. below. Should the Authority find in its sole discretion that the point in question is not clearly and fully set forth in the RFP, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the Pre-Proposal conference must be put in writing, using the attached Form A, Offeror's Questions Form, and must be received by the Authority no later than 5:00 p.m. (local PT) on the dates stated in the Key RFP Dates Table provided on the RFP Cover Sheet. The Authority is not responsible for failure to respond to a request that has not been submitted as such.
- b. Any of the following methods of delivering written requests for clarifications, questions, and comments are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Email (preferred method): 405ELBOS-CSC@OCTA.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than the dates shown on the Key RFP Dates Table on the RFP cover sheet. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing the request to Mr. Robert Webb. To the extent that responses are provided, they will not be considered part of the Contract Documents, nor will they be relevant in interpreting the Contract Documents, except as expressly set forth therein.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and Subcontractors must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category	Commodity
Communication Equipment, Communication Systems	Telecommunications - Sales and Services
Computer: Hardware & Software	Accounting / Financial Software
	Business Software
	Computer: Hardware & Software
	Database Software
	Desktops, Notebooks & Appliances
	Enterprise Software -General
	Hardware Components & Accessories
	Networking Equipment
	Operating Systems and Network Software
	Servers and Storage Equipment
	Software Development and Tool Software
Facility; Equipment; Supplies	Security Systems - Equipment
Office Equipment, Office Furniture, Office Supplies	Office Equipment
	Office Furniture
	Office Supplies - General
Rental & Lease	Equipment Rental or Lease
	Office Equipment Rental or Lease
Human Resources & Employment Services	Employment Agency and Search Firm Services (including Background Checks)
	Employment Search Service
	Outplacement Services - Recruitment
	Temporary Employment Service
Maintenance Services - Equipment	Office Equipment Maintenance - General
	Office Furniture & Cubicle Maintenance
Marketing, Advertising & Media Services	Graphic Production Services
	Interior Design, Space Planning, and Exhibits/Displays

Category	Commodity
	Mail house Services
Office Services	Office Equipment Repair
Services (General)	Computers, Data Processing Equipment and Accessories
	Courier Services
	Document Destruction
	Interpreter Services (Foreign Language, Hearing Impaired, etc.)
	Language Translator / Interpreter Services
	Mail Services, Express
	Mailing Services (Including Collating, Packaging, and Sorting)
	Reprographic Services
Printing & Reproduction Services	Printing and Related Services
Professional Consulting	Accounting / Auditing / Budget Consulting
	Computer Network Consulting
	Consultant Services - Tolling Systems Design and Development
	Consultant Services - Intelligent Transportation Systems (ITS)
	Training
Professional Services	Accounting Services
	Computer Training
	Networking Services (including Installation and Maintenance)
	Support Services, Computer

Offeror inquiries regarding RFP content or Technical Proposal content will be accepted by the Authority at or before 5:00 p.m. on September 21, 201720. Inquiries regarding these matters will not be responded to after this date and time.

Offeror inquiries regarding Price Proposal and all non-technical matters including forms will be accepted by the Authority at or before 5:00 p.m. on September 21, 201720 no later than 5:00 p.m. (local PT). Inquiries regarding these matters will not be responded to after this date and time.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Both Technical and Price Proposals must be received together, separately packaged as described below, in the Authority's office at or before **2:00 p.m. on September 24, 2020**.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

2. Address

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Mr. Robert Webb, Senior Contract Administrator**

Proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
P.O. Box 14184
Orange, California 92863-1584
Attention: Mr. Robert Webb, Senior Contract Administrator**

3. Identification of Proposals

Offeror shall submit **one (1) original, eight (8) hard copies, and one (1) electronic PDF copy (on a flash drive)** of its Technical Proposal in a sealed package, addressed as shown in F.2. Offeror shall include the Excel version of the Conformance Matrix on the flash drive. The outer envelope must show the Offeror's name and address and must be clearly marked with the RFP number.

The Price Proposal must be submitted in a sealed envelope, separate from the Technical Proposal package. **One (1) original and one (1) hard copy** are to be submitted, with **one (1) electronic copy on a flash drive**, in Excel file format.

4. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all Proposals, or any item or part thereof, or to waive any informalities or irregularities in Proposals or in the procurement process.

- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority make no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the Project.
- d. The Authority reserves the right to postpone Proposal openings for its own convenience and modify any dates set for the Project in the RFP.
- e. Submitted Proposals are not to be copyrighted, as they are subject to the Public Records Request Act. Confidential and proprietary materials must be marked as such.
- f. Each Proposal will be received with the understanding that acceptance by the Authority of the Proposal to provide the Work described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted Proposal and specifications.
- g. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the Work.
- h. The Authority reserves the right to approve or disapprove of an Offeror's Key Personnel or changes in an Offeror's organization.

G. PRE-CONTRACTUAL EXPENSES

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its Proposal. Offeror shall not include any such expenses as part of its Proposal.

By way of example but not limitation, pre-contractual expenses include expenses incurred by Offeror in:

- 1. Preparing its Proposal in response to this RFP;
- 2. Submitting that Proposal to the Authority;
- 3. Negotiating with the Authority any matter related to this Proposal; or
- 4. Any other expenses incurred by Offeror prior to Effective Date of Agreement.

H. JOINT OFFERS

Where two or more firms desire to submit a single Proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority

intends to contract with a single firm and not with multiple firms doing business as a joint venture.

I. TAXES

Offerors' Proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the Agreement.

J. PROTEST PROCEDURES

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator responsible for this procurement. Any protests filed by an Offeror in connection with this RFP must be submitted in accordance with the Authority's written procedures.

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be an agreement between the Authority and the Contractor, as a fixed and variable price contract specifying fixed prices for individual Implementation Phase milestones, and variable pricing for portions of the Work during the Operations and Maintenance Phase, as specified in the Scope of Work and Requirements, included in this RFP as Exhibit B and in Exhibit D, Price Proposal and Instructions and in the Agreement, included as Exhibit E.

L. FUNDING

Funding for the 405 Express Lanes Project includes TIFIA, federal, state and local funds.

M. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, Offeror is unable, or potentially unable to render impartial assistance or advice to Authority; Offeror's objectivity in performing the Work identified in the Scope of Work and Requirements is or might be otherwise impaired; Offeror has an unfair competitive advantage, or is engaging in activities that the Authority considers adverse to the 405 Express Lanes. Conflict of Interest issues must be fully disclosed in the Offeror's Proposal.

Offeror shall disclose any financial interests it may have in the 405 Express Lanes, and any other financial, business, or other relationship with the Authority that may have an impact upon this Project, or any ensuing Authority planned or current project. Offeror shall also list current clients who may have a financial interest in the outcome of this Project, or any ensuing Authority project, which will follow.

All Offerors must disclose in their Proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

N. CODE OF CONDUCT

All Offerors agree to comply with the Authority's Code of Conduct, available at www.octa.net, as it relates to third-party contracts which is hereby referenced and by this reference is incorporated herein. All Offerors agree to include these requirements in all of its Subcontracts.

O. DISADVANTAGED BUSINESS ENTERPRISE

The Authority has established a three (3%) percent Disadvantaged Business Enterprise (DBE) participation goal for the services outlined in the Scope of Work and Requirements. Offerors must complete the DBE forms provided in Form D-1 through D-8.

Offerors are advised that commitment letters from proposed Subcontractors that are intended to satisfy the DBE participation goal are required. The letters must include the dollar amounts and percentages of the CONTRACTOR's price committed, and be submitted along with the Proposal.

Substitution of Subcontractors shall be in accordance with the Contract terms and conditions. If a listed or Approved DBE Subcontractor is unable to perform the Work in accordance with the Contract Requirements, the Prime Contractor shall replace the Subcontractor with another DBE Subcontractor, or make good faith efforts to do so in accordance with the Contract terms and conditions. Such request for substitution is subject to Approval by the Authority.

P. PROHIBITION

The following restrictions apply to this procurement:

- The firm, including all Subcontractors (at any tier), regardless of the level of service provided by said Subcontractor(s), awarded the program management services contract for the Authority's Highway Delivery Department, may not submit a Proposal to this procurement.
- The firm, including all Subcontractors (at any tier), regardless of the level of service provided by said subcontractor(s), awarded the program management consultant contract for the Authority's I-405 Improvement Project, may not submit a Proposal to this procurement.

The evaluation of Offeror's team composition with regard to conflict of interest will be done on a case-by-case basis.

Q. NONDISCRIMINATION

The Authority hereby notifies all Offerors 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.

R. PRIME AND LOWER TIER DEBARMENT

Offerors are advised that by signing their Proposal, they are certifying that they and their Subcontractors are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

S. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et.seq., and all applicable Federal requirements respecting prevailing wages. The Offeror to whom a Contract for the Work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the Work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at the Authority's principal office at 550 S. Main Street, Orange, CA 92868 and are available to any interested party on request.

T. PERMITS AND INSPECTION COSTS

Successful Offeror shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public Authority having jurisdiction over the areas in which the Work is located and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

U. EXECUTION OF CONTRACT

Within ten (10) Business Days after notification of contract award from the Authority, the successful Offeror shall submit to the Authority: the required contract bonds shown in Forms I, J and K, and acceptable insurance certificates as required by the proposed Agreement. Failure to sign the Contract and submit applicable bonds, and acceptable insurance certificates within the specified time shall be cause to cancel the award. Transfers of contract, or of interest in contracts, are prohibited.

Additionally, at Authority' sole discretion, a letter of Guaranty may be requested from Offerors if deemed necessary.

V. LIQUIDATED DAMAGES

Authority reserves the right to assess liquidated damages related to Contractor's performance, Key Personnel availability, and delays in Guaranteed Completion Dates for Go-Live, as detailed in the Proposed Agreement included in this RFP as Exhibit E.

W. PUBLIC RECORDS AND INFORMATION

Proposals received by Authority are subject to the California Public Records Act, Government Code section 6250 et seq. (the "Act"), except as otherwise provided in the Act. In no event shall the Authority or any of its agents, representatives, consultants, directors, officers, or employees be liable to an Offeror for the disclosure of any materials or information submitted in response to the RFP. The Offeror must complete the Form M, Public Records Act Indemnification-Proposal Documents and submit with its Proposal.

If a request is received by Authority for the release of information identified by Offeror as propriety, trade secret or confidential, the request will be referred to the Offeror for review and consideration. If Offeror asks that the information be withheld from release, Offeror shall defend and hold harmless Authority from any legal action arising from such withholding, as further detailed in Form M, Public Records Act Indemnification-Proposal Documents.

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SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts, figures, resumes, schedules, and pre-printed materials may contain smaller fonts and line spacing as required. Charts, diagrams and schedules may be included in 11"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed one-hundred (100) pages in length excluding from the page limits, the cover letter, Executive Summary, all appendices, resumes, project schedule, tabs, title page, table of contents, and required completed forms.

Offer shall complete and submit with the Technical Proposal the following appendices:

1. Preliminary bill of materials for all Equipment, Software and Hardware including manufacturer, model number, and quantities.
2. Product cut sheets.
3. Audited financial statements which may be submitted in electronic PDF format only on a clearly marked flash drive.
4. Resumes and References.
5. Completed Conformance Matrix.
6. Proposed Implementation Schedule.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Mr. Reem Hashemobert Webb, and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of Proposal evaluation. Licensing information, if applicable, such as license number and status of license, must be submitted.

- b. Identification of all proposed Subcontractors including legal name of company, contact person's name and address, phone number and fax number, and email address; role of Subcontractor on Project, and relationship between Offeror and Subcontractors, if applicable. Licensing information, if applicable, such as license number and status of license, must be submitted.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the Proposal shall remain valid for a period of not less than 210 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the Proposal.
- f. Signed statement attesting that all information submitted with the Proposal is true and correct.

3. Executive Summary

The Executive Summary shall be a brief overview, not to exceed five (5) pages, summarizing the Technical Proposal, and explaining how the Proposal being offered best addresses the evaluation criteria listed in this RFP. Include summaries of Offeror's understanding of the Authority's needs, and proposed approach to coordinating with the Authority, developing and implementing the BOS and CSC Operations, and providing Operations and Maintenance Services.

4. Technical Proposal

The Technical Proposal shall include the following sections:

- Qualifications, Related Experience and References
- Staffing and Project Organization
- Implementation Work Plan and Technical Approach
- CSC Operations Work Plan, Operational Startup, and Approach

Offerors must specifically answer all of the following information requests using the lettering sequence provided below. Please place the full lettering/numbering of the information request that is being responded to immediately above your response for each item. If the information request includes sub-parts (such as a, b, c...), please adhere to that format and specifically respond to each sub-part and do not provide any part of the response under the introductory portion of your response; rather, the response shall be provided under the relevant sub-part only.

Proposal Section A - Qualifications, Related Experience and References

This section of the Proposal should establish the Offeror's ability to perform the required Work based on the team's structure, strength and stability of the team, prior experience performing similar work, references and availability of resources. Use diagrams and organizational charts as necessary.

Offeror to:

1. Provide an overview of the team (prime and Subcontractors) and a brief profile of each organization, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees. In addition, for each organization provide a primary address, contact person, telephone number, and email address using Form P, List of Subcontractors, for all Subcontractors.
2. Explain the team's (prime and Subcontractors) structure, areas of responsibility, and describe team's experience in working with each other, if applicable.
3. Provide a general description of the prime's and all major Subcontractors' financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the team's ability to complete the Project. The Offeror, primary BOS provider if a Subcontractor, and primary CSC Operations provider, if a Subcontractor, shall provide audited financial statements for the last fiscal year in Appendix 3.
4. Provide the team's current and future commitments that will coincide with the Implementation Phase and the Operations and Maintenance Phase.
5. Provide a completed Form N, Offeror Recent Client List.
6. Describe the team's (prime and Subcontractors) experience in performing work of a similar nature to that solicited in this RFP.
7. Using Form O-1 Part 1 (BOS Implementation and Maintenance), provide a minimum of two (2) and a maximum of four (4) reference projects for BOS Implementation and Maintenance similar in scope to this Project. Include in Appendix 4.
8. Using Form O-1 Part 2 (Operations) provide a minimum of two (2) and a maximum of four (4) reference projects for Customer Service Center planning and operations similar in scope to this Project. Include in Appendix 4.

Proposal Section B - Staffing and Project Organization

This section of the Proposal should establish the method which will be used by the Offeror to manage the Project, as well as identify Key Personnel assigned.

Offeror to:

1. Include Project organization charts, including the organization that each staff person works for and their physical location, for each phase:
 - a. Implementation Phase
 - b. CSC Operations during the Operations and Maintenance Phase
 - c. BOS Maintenance during the Operations and Maintenance Phase.
2. Identify Key Personnel (see Scope of Work and Requirements Volume 1 for a complete list of Key Personnel) proposed to perform the Work. Include the person's name, organization, proposed position for this Project, current location and assignments, level of commitment to his/her current assignments, and how long employed with the organization. Also identify Key Personnel proposed locations, availability for Work on this project and time commitments on the Project.
3. Furnish resumes (not more than two [2] pages each) for all Key Personnel, that include the organization they work for, proposed position, education, applicable experience, and applicable professional credentials. Include in Appendix 4.
4. Describe the Offeror's philosophy and approach to training and staffing the CSC Operations to ensure Operational Readiness.
5. Provide references for Key Personnel using Forms P-2 Reference Projects Key Personnel Forms. Include in Appendix 4.

Proposal Section C: Implementation Work Plan and Technical Approach to BOS

Offerors shall carefully review Volume II: BOS Technology and Functionality and shall fully complete the required information in the columns of the Requirements Conformance Matrix in accordance with the instructions provided therein. The Conformance Matrix is included as Form Q in Excel format. as part of the RFP forms. The form shall be completed and submitted in searchable PDF format in Appendix 5 of the Technical Proposal and in Excel format on the flash drive with the Technical Proposal, as directed in Section I, F. 3, Identification of Proposals.

Offerors should provide a narrative and diagrams, which address the Scope of Work and Requirements, and describe the Offeror's approach to the BOS. Offerors should note experience with California Law and the California tolling environment where applicable.

The Proposal shall address the following:

1. Approach to project management of the BOS Implementation Phase.
2. Approach to project management of the BOS during the Operations and Maintenance Phase.
3. Approach to BOS quality assurance/Quality Control (QA/QC) during the Implementation Phase.
4. Approach to BOS QA/QC during the Operations and Maintenance Phase.
5. Describe the proposed system and Software architecture.
6. Discuss generally the BOS Software (including other Authorities or customers using the product) that is the genesis of the proposed BOS and what overall level of new development versus customization or configuration is planned (response should align with the detailed information provided in the Conformance Matrix).
7. Approach to developing and efficiently incorporating Authority's Business Rules and policies into the BOS.
8. Approach to the design and development of the BOS and the expected level of Authority interaction and participation.
9. Approach to delivery of all BOS documentation.
10. Approach to testing of the BOS.
11. Approach to complying with all Security Standards.
12. Approach to delivering the BOS in the timeframe described in the Proposal (include a proposed Project Implementation Schedule as Appendix 6).
13. Identify any risks and mitigation strategies related to the delivery of the BOS within the required timeframe.
14. Approach to meeting the requirements in Volume II:

- a. Account Management
 - b. Image Transfer and Transaction/Trip Processing
 - c. Account Notification
 - d. Payment Processing
 - e. Case Management
 - f. Violation Processing
 - g. Collection and Registration Holds
 - h. Transponder Inventory
 - i. Customer Portals
 - j. Customer communications across all channels
 - k. Financial Requirements
 - l. Reporting
 - m. Performance Management and Monitoring System.
15. Approach to maintaining BOS Software and keeping the self-service website and mobile application (if option executed) current over the term of the Agreement.
16. Approach to monitoring and reporting on the BOS performance against the Performance Measures.
17. Approach to maintaining and administering the BOS.
18. Approach to refreshing the BOS Hardware CSC Operations desktop environment over the term of the Agreement.
19. Approach to providing BOS support to the CSC Operations and Authority's staff.
20. Approach to selection of Merchant Services Providers and tokenization provider:
- a. Name the provider, discuss the Offeror's experience with Merchant Services Provider #1 and explain why this provider was selected.

- b. Provide a Merchant Services Provider #1 detailed cost table (separate ACH from Credit Card) breaking out the detailed costs, excluding interchange fees assessed by the card brands, and fees related to processing of ACH and Credit Cards. For example there should be separate lines for each cost item such as:
- Discount rates
 - Transaction fees
 - Gateway fees
 - Tokenization fees
 - Monthly and annual fees
 - Chargeback fees
 - Voice authorization fees
 - Account updater fees
 - Other fees as applicable.
- c. Name the provider, discuss the Offeror's experience with Merchant Services Provider #2, and explain why this provider was selected.
- d. Provide the same cost table for Merchant Services Provider #2 as described in (b) above.

Proposal Section D: CSC Operations Work Plan, Operational Startup and Approach

Offerors should provide a narrative and diagrams, which address the Scope of Work and Requirements, and describe the Offeror's approach to CSC Operations focusing on the Work provided by staff rather than the BOS. The Offeror should note experience with California Law and the California tolling environment where applicable.

The Proposal shall address the following:

1. Approach to project management and planning of CSC Operations during the Implementation Phase.
2. Approach to project management of CSC Operations during the Operations and Maintenance Phase.

3. Approach to CSC Operations QA/QC during the Maintenance and Operations Phase.
4. Approach to providing process improvements through the term of the Agreement.
5. Approach to incorporating Authority' Business Rules and policies into the CSC Operations.
6. Approach to monitoring and reporting on the CSC Operations performance against the Performance Measures.
7. Describe how Operations staff will provide system design input to BOS provider during initial design and after Go-Live.
8. Approach to staffing, hiring and training initial staff. Identify any risks and mitigation strategies related to achieving CSC Operations Readiness (Identify the CSC Operations related major milestones within the Preliminary Implementation Schedule provided as part of Section C).
9. Provide a detailed list of anticipated predecessor tasks required in order to achieve Acceptance of Operational Readiness prior to Go-Live.
10. Approach to properly staffing the CSC Operations during the Operations and Maintenance Phase to ensure that the CSC Operations performance requirements are met.
11. Approach to security and privacy compliance.
12. Approach to Disaster Recovery and Business Continuity Specifically address proposed handling of events similar to the COVID 19 pandemic, including plan for shift to work-at home CSRS, and what lessons have been learned in that regard.
13. Approach to providing excellent customer service.
14. Approach to effectively managing customer contacts across all channels.
15. Approach to in-bound mail processing and handling of undeliverable mail.
16. Approach to rental car transactions.
17. Approach to violations and the organization of staff to support the process.
18. Approach to Registration Holds.

19. Approach to processing payments and refunds.
20. Approach to financial management.
21. Approach to managing and distributing transponders.
22. Approach to Collections:
 - a. Name the provider and describe the collections approach of Collections Agency #1 and the resulting benefit to the Authority.
 - b. Provide a Collections Agency #1 cost table detailing the rates and fees for collections services in the Scope of Work and Requirements. The table shall separately address Collections Placements that are 1) new placement, but for which the CSC Operations has attempted the initial collection and failed and 2) new placement, for which no previous collection has been attempted. In addition, provide the cost of successful and unsuccessful skip-traces and cost for processing of civil judgements.
 - c. Name the provider and describe the collections approach of Collections Agency #2 and the resulting benefit to the Authority.
 - d. Provide the same cost table as described in (b) above for Collections Agency #2.
23. Approach to initial (pre-Collections Placement) collections attempts by CSC Operations.
24. Approach to postage rate discounts:
 - a. Describe the day-to-day mailing strategies that will be employed to save postage costs while meeting the Requirements.
 - b. Provide a detailed Postage Rate Table for all Orange County zip codes for different types and volumes of mailing (the table should be placed in Appendix 7: Postage Rate Table).

5. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work and Requirements (Exhibit B) and Proposed Agreement (Exhibit E), using the form entitled "Proposal Exceptions and/or Deviations" (Form F) included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original Proposal submitted by the Offeror.

If no technical or contractual exceptions and/or deviations are submitted as part of the original Proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work and Requirements (Exhibit B) and Proposed Agreement (Exhibit E.) Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the Proposal submittal due date identified in the RFP. Exceptions and/or deviations submitted after the Proposal submittal date will not be reviewed by the Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviations that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

6. Cost and Price Proposal

As part of the cost and Price Proposal, the Offeror shall submit proposed pricing to provide the Work described in the Scope of Work and Requirements (Exhibit B).

The Offeror shall complete the "Price Proposal" form (Exhibit D) included with this RFP and submit in a separately sealed envelope from the Technical Proposal. **The Price Proposal must be completed in its entirety in accordance with the Price Proposal Instructions.**

All boxes, packages, and envelopes containing Price Proposals shall be clearly labeled with Offeror's name, "Price Proposal" and this RFP title and number (along with the package number (e.g., 1 of 1). The original Price Proposal envelope shall be marked "Original".

Price Proposals shall be submitted in the manner and quantities identified in Section I (paragraph F3). File names shall also be clearly identified with the Offeror's name and contents clearly labeled. In the event of a discrepancy between the signed hard copy Price Proposal and the electronic copy, the signed hard copy submittal will take precedence.

It is anticipated that the Authority will enter into a fixed and variable price contract specifying fixed prices for Deliverables in the Implementation Phase, as well as variable prices for Work performed during the Operations and Maintenance Phase,

as further specified in the Scope of Work and Requirements and the Price Proposal Instructions.

7. Required Appendices

Offerors shall provide the following required appendices in their Proposal as follows:

- Appendix 1: Preliminary bill of materials for all equipment, software and hardware including manufacturer, model number, and quantities.
- Appendix 2: Product Cut sheets.
- Appendix 3: Audited financial statements.
- Appendix 4: Resumes and References.
- Appendix 5: Completed Conformance Matrix.
- Appendix 6: Project Implementation Schedule.
- Appendix 7: Postage Rate Table.

8. Additional Appendices

Information considered by Offeror to be pertinent to this Project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section labeled Additional Appendices. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

B. FORMS

Unless otherwise noted above in Section A, Proposal Format and Content, or in this Section B, completed forms are to be submitted in a separate Technical Proposal section entitled "Forms". The following forms are included in the RFP:

1. Offeror's Questions Form – Form A

Offerors shall use this form to submit any questions they may have with respect to this RFP or any part thereof.

2. Campaign Contribution Disclosure Form – Form B

Offerors shall complete Form B In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding

campaign contributions to members of appointed Boards of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime Contractor, Subcontractors, lobbyists and agents are required to report all campaign contributions from the Proposal submittal date up and until the Board of Directors makes a selection, which is currently scheduled for March 8, 2021.

Offeror is required to submit only **one** copy of the completed Form B as part of its Proposal and it should be included in only the **original** Technical Proposal.

3. Status of Past and Present Contracts Form – Form C

Offeror shall complete and sign the form entitled “Status of Past and Present Contracts” provided in this RFP. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror’s Proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its Proposal and it should be included in only the original Technical Proposal.

4. Disadvantaged Business Enterprise Program Requirements and Forms – Form D

Offeror shall complete Forms D-1, D-2, D-3, D-4, D-5, D-6, D-7, and D-8 per the instructions set forth in “DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS.”

5. Certification of Restrictions on Lobbying Form – Form E

As a recipient of federal funds, the Authority is required to certify compliance with the influencing restrictions and efforts of Offeror to influence federal officials regarding specific procurements in excess of \$100,000.00 that must be disclosed pursuant to section 1352, Title 31, U.S. Code.

This RFP includes, under Form E, the following forms: a certification form entitled “Certification of Restrictions on Lobbying,” the office of Management and Budget (OMB) Standard Form E entitled “Disclosure of Lobbying Activities,” and a document entitled “Limitation on Payments to Influence Certain Federal Transactions.”

The Offeror to this solicitation will be required to complete and submit to the Authority in their Technical Proposal, the certification form entitled “Certification of Restrictions on Lobbying” whether or not any lobbying efforts took place. If the Offeror did engage in lobbying activities, then OMB Standard Form E “Disclosure of Lobbying Activities” must also be completed and submitted to the Authority.

6. Proposal Exceptions and/or Deviations Form – Form F

Offerors shall complete the form entitled “Proposal Exceptions and/or Deviations” provided in this RFP and submit it as part of the original Technical Proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the Proposal submittal date will not be reviewed nor considered by the Authority.

7. Surety Commitment Letter – Form G

Offerors shall complete, sign, seal, and submit this Surety Commitment Letter with the Price Proposal.

8. Escrow Agreement – Form H

This is a sample form of the escrow agreement, to be prepared substantially in the form provided herein at the time of Agreement execution. Offerors *do not* submit this form with the Proposal.

9. Performance Bond – Form I

This is the sample form of Performance Bond, to be prepared substantially in the form provided herein at the time of Agreement execution. Offerors *do not* submit this form with the Proposal.

10. Payment Bond – Form J

This is the sample form of Payment Bond to be prepared substantially in the form provided herein at the time of Agreement execution. Offerors *do not* submit this form with the Proposal.

11. Operations and Maintenance Bond – Form K

This is the sample form of Operations and Maintenance Bond to be prepared substantially in the form provided herein at the time of Agreement execution. Offerors *do not* submit this form with the Proposal.

12. Iran Contracting Act Certification – Form L

Offerors shall complete and submit this Iran Contracting Certification form with the Technical Proposal.

13. Public Records Act Indemnification Proposal Documents – Form M

Offerors shall complete and sign this form with the Technical Proposal.

14. Offeror Recent Client List – Form N

Offerors shall complete and submit this Recent Client List with the Technical Proposal. Provide a list of all Offeror's contracts in the most recent three years, up to a maximum of 20 contracts.

15. Reference Forms – Form O

Offerors shall complete and submit reference forms P-1, Parts 1 and 2, and P-2 with the Technical Proposal. References must be independent from Offeror's own firm, and must be from third party agencies or companies for which similar work has been performed by Offeror or Key Personnel as applicable to the specific form.

16. List of Subcontractors – Form P

Offerors shall complete and submit with their Technical Proposal a list of all Subcontractors proposed on this Project, including their role on the Project.

17. Conformance Matrix- Form Q

Offerors shall complete the Conformance Matrix in accordance with the instructions provided in the form and shall submit the PDF version in Appendix 5 and the Excel version of the completed matrix on the flash drive used for the electronic version of the Technical Proposal.

SECTION III: EVALUATION AND AWARD

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SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

The Authority will evaluate the Proposals received based on the following criteria:

1. Qualifications, Related Experience, and References of the Firm (Proposal Section A) 15%

- Overall strength of team.
- Strength of prime and all major Subcontractor's financial condition.
- Experience of the team and relevant project experience in BOS and CSC Operations Implementation, as well as operations and maintenance (experience with similar scopes of work, current installations of the BOS, current similar operations).
- Strength and relevance of reference projects.
- Strength and relevance of reference checks.
- Other on-going project commitments and priorities.

2. Staffing and Project Organization (Proposal Section B) 15%

- Strength of team's organization (completeness, clear delineation of communication and reporting relationships of staff and firms).
- Experience of the proposed Project Manager and other Key Personnel relative to this Project, including resumes.
- Key Personnel Reference projects, including relevance of role and reference check results.
- Commitment to meeting local presence requirements of Key Personnel.
- Logic and depth of Implementation Phase organization.
- Logic and depth of Operations and Maintenance Phase organization.
- Demonstrated ability to provide and train CSC Operations staff to meet Operational Readiness requirements.

3. Implementation Work Plan and Technical Approach to BOS (Proposal Section C) 30%

- Demonstrated ability to meet the Authority's schedule requirements.
- Completeness and effectiveness of project management and risk management approach.

- Completeness and effectiveness of QA/QC approach.
- Demonstrated process for developing and efficiently incorporating Agency Business Rules and policies into the BOS.
- Knowledge of California tolling environment.
- Completeness and efficiency of approach to design, development, documentation and testing.
- System architecture logic, configurability, reliability and flexibility.
- Proven success of architecture and software on a similar project.
- Demonstrated ability to comply with the BOS related Security Standards.
- Understanding and approach to delivering technical Requirements in Volume II.
- Demonstrated ability to meet the BOS performance Requirements in Volume IV.
- Commitment to delivering a BOS that emphasizes customer self-service.
- Solution to providing adequate BOS redundancy and disaster recovery.
- Demonstrated ability to maintain, administer and update the BOS to ensure KPI's are met.
- Demonstrated commitment to serving CSC Operations and Authority staff.
- Approach to payment processing through the Merchant Service Provider and controlling processing costs.

4. CSC Operations Work Plan, Operational Startup and Approach (Proposal Section D) 20%

- Demonstrated ability to meet the Authority's schedule requirements.
- Demonstrated process for developing and efficiently incorporating Authority' Business Rules and policies into the CSC Operations.
- Commitment to Operations staff involvement in BOS design and testing.
- Commitment to providing and training adequate staff initially and through the term of the Agreement.
- Commitment to providing excellent customer service.
- Demonstrated ability to meet the CSC Operations performance Requirements in Volume IV.
- Thoroughness of QA/QC program.

- Thorough understanding of California Law and tolling environment.
- Demonstrated understanding and ability to provide the Work described in Volume III.
- Commitment to providing current customer service best practices resulting in efficient processes, customer self-service and accuracy.
- Demonstrated ability to provide strong financial controls.
- Demonstrated ability to comply with the CSC Operations related Security Standards.
- Approach to Collections.
- Approach to minimizing postage costs.

5. Cost and Price

20%

Reasonableness of the total price as well as the individual tasks; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

An evaluation committee will be appointed to review all Proposals received for this RFP. The committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written Proposals using criteria identified in Section III A. The evaluation committee will also be assisted by a technical review committee comprised of subject-matter experts. The technical review committee's role will be to review the technical components of the Proposals and provide their written assessment of their strengths and weaknesses, to assist the evaluation committee in their evaluation of the Proposals. A list of top ranked Proposals within a competitive range, will be developed based upon the totals of each evaluation committee member's score for each Proposal.

During the evaluation period, the Authority may interview some or all of the Offerors. The Authority has established December 9 and 10, 2020, as the dates to conduct interviews. All prospective Offerors are asked to keep these dates available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its Proposal may be eliminated from further discussion. The Authority will provide an agenda for the interview which will consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's Proposal and qualifications. In addition, the Authority may send out questions to some or all of the Offerors to respond to in writing in advance of the interviews. Offeror responses may be subject to discussion at the interview.

At the conclusion of the Proposal evaluations, Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the

firms may be asked to provide additional information, confirm or clarify issues, and submit a final price Proposal. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to the Authority's Board Committee, the Offeror with the highest final ranking within the competitive range whose Proposal(s) is most advantageous to the Authority.

C. AWARD

The Board Committee for the Authority will review the evaluation committee's recommendation and forward their decisions to its Board of Directors for final action regarding selection. The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserve the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the Proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected Offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing Work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a Proposal in response to this RFP shall be notified via CAMM NET of the Contract award. Such notification shall be made within three (3) business days of the date the Contract is awarded.

Offerors who were not awarded the Contract may obtain a debriefing concerning the strengths and weaknesses of their Proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) Business Days of notification of the Contract award.

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EXHIBIT A: DEFINITIONS AND ACRONYMS

Definitions

The following terms, as used in this RFP and the Agreement, are capitalized and shall have the meaning as provided herein.

Note: Terms that are specifically defined within the Agreement or are generally understood from the context are generally not included in the definitions below. Titles of Deliverables which are fully described and detailed in the Scope of Work and Requirements are also generally not included in this exhibit.

Term	Definition
Acceptance	Approval of the BOS as further set forth in Article 23.
Account Plan(s)	Various plans are available to 405 Express Lanes account holders associated with payment of tolls. Each of the account plans have unique account establishment amounts, monthly account fees, and discounts.
Adjustment	A reduction of the monthly fee amount paid to the Contractor based on the Contractor not meeting the Performance Measures set forth in the Scope of Work and Requirements and Agreement.
Administrative Review Hearing	Appearance in front of an Administrative Hearing Officer, in person, via teleconference or via written record related to an Administrative Review.
Administrative Hearing Officer	Person responsible for conducting Administrative Review Hearing.
Affidavit of Non-Liability	Form to be filled out by a motorist proving they were not liable for the violation in question.
Agreement	The contract for this RFP and Project executed by the Authority and the Contractor, containing the terms and conditions, all exhibits, and reference documents, including all amendments thereto. The sample Agreement is included as RFP Exhibit G.
Alert(s)	Electronic message generated by the BOS to notify users of an issue or status in accordance with the Scope of Work and Requirements and Approved Business Rules.
Amendment	The means of making Changes to the Agreement pursuant to Article 16, Changes. Also referred to as "Change Order".
Anniversary Day	The Anniversary Day is used in the calculation of an invoice period, statement or Violation Notice. It is based on account attributes, such as Account Type, account creation date, date of first transaction, date of initial Invoice, date of last Invoice date of Violation Notice issuance.
Approve	The term "Approve" and its variations (e.g., "Approval" or "Approved"), when capitalized in this Agreement refer to acceptance of a process, vendor, document, condition, action, Submittal, or Deliverable in writing by the Agencies. Approval by the Agencies shall not be construed to mean endorsement or assumption of liability by the Agencies nor shall it relieve the Contractor of its responsibilities under the Agreement.
Approved Baseline Implementation Schedule	The Baseline Implementation Schedule that is Approved pursuant to the Agreement, which shall be the basis for Implementation Phase Work progress measurement.

Term	Definition
Authority	See "Orange County Transportation Authority".
Authority's Data	Any Authority's information, data, records and information to which the Contractor has access, possession or otherwise provided to the Contractor, whether or not intended under or for the purposes of the Agreement, and includes, without limitation, any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household including, but not limited to, name, address, e-mail address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, geographic location, marketing data, credit data, or any other identification data. For the avoidance of doubt, Authority's Data shall include, but not be limited to, (i) all "nonpublic information," as defined by the Gramm-Leach-Bliley Act (15 United States Code (U.S.C.) §6801 et seq.), (ii) personal information as defined by California Civil Code sections 1798.29, 1798.82, and 1798.140 (California Consumer Privacy Act of 2018, effective January 1, 2020) and/or (iii) personal data as defined by the EU General Data Protection Regulation (Regulation (EU) 2016/679). For the further avoidance of doubt, Authority's Data is not limited to proprietary or confidential information, and need not constitute trade secret information.
Authorized Designee	In addition to the Account holder, any person specifically identified by the customer to access the her/his account (e.g. spouse or assistant).
Authorized User	Authorized Users are Approved users that have role-based credentials to access the BOS such as an employee of the Contractor, employee of the Agencies, Third Party Service Provider, Business Partner, or contractor of the Agencies.
Automated Clearing House (ACH)	An electronic payment delivery system which allows payments or collection of funds electronically through the ACH network.
Automatic Call Distribution (ACD)	A system commonly used to handle a large volume of inbound calls, as further defined in the Scope of Work and Requirements.
Back Office System (BOS)	All Hardware, hosted services, cloud-based services, Equipment, Software, Interfaces, Third-Party Service Providers and Business Partners services, and other Work, that in combination provide the technology, functionality and processes required in the Scope of Work and Requirements.
Back Office System (BOS) Maintenance	Work required to be performed as set forth in Volumes I and II of the Scope of Work and Requirements in order to maintain, support, and administer the BOS.
Back Office System (BOS) Requirements	Work required to be performed as set forth in Volumes I, Volume II, and Volume IV included as Exhibits B through D of the Agreement.
Bank Account	A customer account with a bank whereby they may deposit and withdraw money.
Banking Services	Depository accounts into which merchant and other deposits are made. The Agencies have multiple depository accounts depending on the payment method (e.g. Credit Card payments, checks and cash) and

Term	Definition
	what the payment is for (e.g., prepaid tolls and violation payments). The Agencies have selected and contracted with a Banking Services provider.
Baseline Implementation Schedule	The Implementation schedule submitted for Authority's Approval within fifteen (15) Calendar Days of the Effective Date, based on the Contractor's preliminary Implementation Schedule included in the Agreement.
Bond	A security for performance or payment provided in accordance with the terms of the Agreement, Article 13, Bonds.
BOS Acceptance	Completion and Approval of the BOS testing and other milestones as set forth in Agreement Article 23, Acceptance and in the Scope of Work and Requirements.
Business Continuity	Continuance of the Authority's CSC Operations in the event of serious incidents or disasters such that the Agencies are able to recover to an operational state and proceed with Operations quickly and efficiently.
Business Day	A weekday, excluding the Authority's observed Holidays, beginning at 12:00:00 a.m. and ending at 11:59:59 pm (local Pacific time).
Business Rules	A set of operational and system rules that detail how the BOS processes, CSC Operations, and the Authority's FasTrak program operates.
Calendar Day(s)	Every day, including weekends and Authority's observed Holidays, beginning at 12:00:00 a.m. and ending at 11:59:59 pm (local Pacific time).
California Toll Operators Committee Agency (CTOC Agency)	The California Toll Operators Committee (CTOC) is a collaborative organization composed of California's toll facility operators/owners of which the Agencies are members. CTOC is the primary resource for Interoperability and coordination among tolling facilities, and education and advocacy regarding tolling in California.
Case(s)	Work items that are tracked within a Case management system.
Certified Disposal Service Provider	Third-Party Service Provider certified to dispose of transponders with batteries identified for disposal.
Change	Modification, addition, deduction, or suspension of Work pursuant to Article 16, Changes.
Change Control Board	Authority representatives responsible for planning, controlling and monitoring Approved changes to the BOS in which the Contractor shall participate.
Change Order	See "Amendment".
Check 21	The Check Clearing for the 21 st Century which allows the recipient of the original paper check to create a digital version of the original check, a process known as check truncation, into an electronic format called a "substitute check", thereby eliminating the need for further handling of the physical document.
Civil Judgment	The final order of a court in a civil lawsuit.
Clean Air Vehicle	A designation provided by the California Air Resource Board (CARB) and decals by the California Department of Motor Vehicles (DMV) which

Term	Definition
	identifies a vehicle as a low emission vehicle which may be privy to discounts and/or use of the carpool or Express Lanes.
Collection Agency	A Third-Party Provider provided by the Contractor engaged in the collection of debts on behalf of the Agencies.
Collections	The activities that occur when a debt has been sent to the Collection Agency.
Collections Placement	A customer account or Violator account debt, grouping of unpaid toll transactions/trips, grouping of unpaid Violation transactions/trips, or unpaid Violation Notice(s), placed with a Collection Agency in accordance with the Business Rules.
Commercial Off-the-Shelf	Commercially available off-the-shelf Hardware and Software that is sold to the general public in the same precise form and requires little to no modification to use.
Configurable	Functionality provided such that changes to the related thresholds, values, methods, parameters and/or settings shall not require additional Software development and Software testing effort. Verification of the change for this purpose is not considered testing. This same meaning applies to all variations, e.g. Configured.
Contract Deliverables Requirements List (CDRL)	The document developed and maintained by the Contractor that identifies and tracks the status of all deliverables/submittals on the Project.
Contractor	The person, firm, corporation or entity undertaking the execution of the Work with whom the Agencies have entered into an Agreement, including Subcontractors.
Convenience Plan	Account plan that allows customers to pay a one-time lifetime fee (Configurable) at the time of account establishment in lieu of monthly fees.
Corrective Action Plan	A plan to be developed by the Contractor for each failure to meet a Performance Measure identifying the root cause(s), the extent of the problem and providing a plan to rectify the current situation and prevent future occurrences.
Courtesy Credit	Credit given to customers due to an inconvenience experienced which cannot be associated with a specific Violation, transaction/trip or fee.
Credit Card	Card issued by a financial company giving the holder an option to borrow funds, with eligible Credit Cards on this Project as identified in the Scope of Work and Requirements.
Credit Card Update Service Provider	A Third-Party Provider provided by the Contractor that automatically updates customer Credit Card information (for example, updating expiration dates on expired cards).
Customer Satisfaction Survey	A service provided by a Third-Party Provider for Customer Satisfaction Surveys focused on improving customer interactions by measuring customer perceptions of how well the Contractor delivers on the critical business functions.

Term	Definition
Customer Satisfaction Survey Provider Subcontractor	Third Party Provider provided by the Contractor that performs Customer Satisfaction Surveys.
Customer Service Center (CSC)	The place or places of businesses and Facilities that provide for all Operations activities required by the Agreement.
Customer Service Center Operations or Operation	Work, including services, and activities performed, such as customer support, account management, and violations/payment processing and which in total make up the CSC Operations in accordance with and as further set forth in the Scope of Work and Requirements.
Debit Card	Payment mechanism similar to a Credit Card, but unlike a Credit Card, the payment funds come directly from the user's bank account when performing a transaction.
Deliverable(s)	All documentation and any items of any nature submitted by the Contractor to the Agencies for review and Approval pursuant to the terms of this Agreement and the Scope of Work and Requirements. See "Submittal".
Desktop Environment	Any and all Equipment, computers, and peripherals necessary for CSC personnel to perform their job duties within their workspace.
Disaster Recovery	The process of re-establishing and making available the BOS due to an event which renders it partially or fully inoperable, as further set forth in the Scope of Work and Requirements.
Disentanglement	The process by which the Contractor provides an orderly transition of Work at end of Agreement, for whatever the reason, in accordance with Article 36, Transition and Succession, and the Scope of Work and Requirements.
Drivers Privacy Protection Act (DPPA)	18 US Code, Section 2721, which serves to protect the privacy of personal information assembled by states' departments of motor vehicles
Effective Date	The date the Agreement commences and Contractor is authorized to commence Work.
Electronic Document Management System (EDMS)	The Contractor-provided document repository which is used as the master repository for all Project documentation.
Electronic Toll and Traffic Management (ETTM) System	The lane systems and hardware and the Roadway Support Systems and all associated systems, hardware and components on the 405 Express Lanes. The ETTM Systems will communicate with the BOS for purposes of toll collection.
Electronic Toll and Traffic Management (ETTM) System Contractor	The ETTM System for the 405 Express Lanes, unless otherwise noted to refer to the contractor providing these services on the 91 Express Lanes.
Eligible Surety	Provider of performance and payment bonds that meets the eligibility requirements established in Article 13, Bonds.
End of Agreement Transition Plan	A Contractor-developed plan which addresses how the Contractor will support the Agencies and the Contractor's successor to facilitate a

Term	Definition
	seamless transition and Disentanglement upon termination or expiration of the Agreement.
Enhancement	Any change that provides new and significant Software or Hardware functionality, above that specified in the Scope of Work and Requirements and Agreement and is not an Upgrade or Update.
Equipment	An all-inclusive term to mean the Hardware, components, associated peripherals, associated firmware, electrical and other materials and supplies necessary to provide Work pursuant to the Agreement and Scope of Work and Requirements, inclusive of all solutions, including any Facility on-premise, hosted or cloud-based Equipment or Hardware.
Escheatment	Unclaimed funds that are sent to the State in accordance with current California law and Authority's policies.
Escrow	The depository for Contractor Intellectual Property agreed-to in accordance with the terms of Agreement Article 25, Intellectual Property and Article 26, Contractor Intellectual Property Escrow.
Escrow Agent	The company with whom the Agencies and Contractor enter into an Escrow Agreement.
Escrow Agreement	Agreement entered into with Escrow Agent, Contractor, and Agencies for purposes of depositing and storing Contractor Intellectual Property in accordance with Article 25, Intellectual Property and Article 26, Intellectual Property Escrow.
Event of Default	A material breach of the Agreement as detailed in Agreement Article 21, Default.
Evidence Package	The supporting documentation supplied by the BOS to support the Agencies when a customer is granted an Administrative Review or is taken to court for non-payment of tolls and applicable fees and a review has been scheduled.
Excessive I-Tolls	A Configurable threshold, which when exceeded, initiates the creation of a Flag on the license plate/transponder, which may result in a Notification and additional toll amounts or fees.
Excessive I-Toll Notification	Notification to a customer that their vehicles is receiving an excessive number of I-Tolls.
Existing BOS and CSC Operations Provider	The provider of current BOS and CSC Operations Services.
Express Lanes	A generic term used to describe lanes within existing expressway, arterial highway facilities or lanes comprising a separate facility where multiple operational strategies, including pricing, may be utilized and actively adjusted as needed for the purpose of achieving pre-defined performance objectives.
Express Lanes Facility	A Toll Facility that is comprised of Express Lanes. In the case of this Agreement, an Express Lane Facility is the 405 Express Lanes.
Facility(ies)	The Authority's provided buildings in which the CSC Operations Work is performed.
FasTrak®	Trademarked electronic toll system that allows customers to use any toll road, bridge, or express lane in California without stopping to pay.

Term	Definition
Final Acceptance	Final Acceptance of the Implementation Phase will be considered by the Agencies to have occurred, when the conditions for Final Acceptance set forth in Article 23, Acceptance have been met.
Financial Account	A subledger account designed to aggregate Financial Transactions related to multiple accounts that enables the Agencies to record Financial Transactions in its general ledger system.
Financial Transaction	A toll transaction/trip, replenishment or a financial adjustment. A financial adjustment is any transaction that is not a payment, a toll, a fee or a fine, which changes the balance in a customer's account.
Fiscal Year	The financial period for the Agencies, defined as July 1 through the subsequent June 30th.
Flag(s)	A mark that signals a particular condition or status or that an event has occurred. The Flag is said to be set when it is turned on. Flags may be related to a specific account(s) or transaction(s), or may relay information to Authorized Users accessing the account, or they may direct the BOS to take some form of action.
Force Majeure	The circumstances as defined in the Agreement, whereby a party is excused from meeting a requirement(s) specified in this Agreement as further set forth in Article 73, Force Majeure.
Fulfillment	The process of delivering a transponder to a customer.
Go-Live	The date on which revenue operations commence; when the BOS has been commissioned and the Contractor's operation of the CSC has commenced, in accordance with the Scope of Work and Requirements.
Guaranteed Completion Date	The date set forth in the Approved Baseline Implementation Schedule upon which Contractor agrees the BOS will Go-Live, and for which Contractor shall be subject to liquidated damages for failure to meet such date.
Hardware	See "Equipment".
Holiday(s)	Days that are designated by the Agencies as Holidays for purposes of this Agreement.
Image Toll (I-Toll) Transaction/Trip	Initially an Image-Based Transaction/Trip created at the lane level, but which is subsequently determined to be associated with a valid transponder account and is further processed as such.
Image-Based Transaction/Trip	A transaction/trip that is originated in the lane, using image capture technology (as opposed to a Transponder-Based Transaction/Trip).
Implementation Phase	The phase of the Project, which begins at the Effective Date and ends at System Acceptance, that includes but is not limited to, the BOS Design, development, installation, pre-Go-Live testing, transition, data migration, Go-Live and Acceptance Testing.
Indemnitees	Parties identified in the Agreement to be indemnified by Contractor as further set forth in the Agreement.
Initial Term	Term of the Agreement, excluding any extensions thereto.

Term	Definition
Insufficient Balance Threshold	Amount set by the Agencies at which the customer account is changed to invalid status and the transponder(s) is no longer accepted for toll payment.
Intellectual Property	All current and future legal and/or equitable rights and interests in know-how, patents (including applications), copyrights (including moral rights), trademarks (registered and unregistered), service marks, trade secrets, designs (registered and unregistered), utility models, circuit layouts, business and domain names, inventions, solutions embodied in technology, and other intellectual activity, and applications of or for any of the foregoing, subsisting in or relating to the Software, Work, Project and/or services. Without limiting the generality of the foregoing, Intellectual Property includes Software, Authority's Data, and information collected, stored, processed or analyzed.
Intellectual Property (IP) Materials	All current and future legal and/or equitable rights and interests in know-how, patents (including applications), copyrights (including moral rights), trademarks (registered and unregistered), service marks, trade secrets, designs (registered and unregistered), utility models, circuit layouts, business and domain names, inventions, solutions embodied in technology, and other intellectual activity, and applications of or for any of the foregoing, subsisting in or relating to the Software, Work, Project and/or Services. Without limiting the generality of the foregoing, Intellectual Property includes Software, Authority's Data, and information collected, stored, processed or analyzed.
Interface	A software program that facilitates data exchange from one component of a system to another or between separate systems and is generally documented in an Interface control document (ICD).
Interoperable (Interoperability)	A relationship between tolling agencies or entities where their systems are capable of capturing and transmitting transactions/trips generated on one agency's roads by customers of the other agency or entity. Generally, requires that reciprocity agreements between agencies and entities are in place to govern payments and reconciliation.
Interoperable Agency(ies)	Entities that have agreed to accept each other's transponders and/or license plates, to identify customers and settle payment. In the case of this Agreement, such entities will have entered into a reciprocity agreement which dictates the processes and payment policies, for example CTOC.
Investigative Review	Review of information provided by the motorist in dispute of a violation.
Jurisdiction (License Plate)	The governing entity, such as state or country that controls the issuing of a particular vehicle license plate and provides registered vehicle owner information.
Key Team Personnel	Contractor positions that are designated as most critical to performing and managing the Work in the RFP, Agreement, and the Scope of Work and Requirements, with associated specific conditions and responsibilities identified therein.
License Plate Status File (LPSF)	List of license plates listed on valid customer accounts belonging to the Agencies and Interoperable Agencies created in accordance with the current version of the CTOC ICD.

Term	Definition
Local Area Network	A computer network that interconnects computers within a limited area.
Lockbox	A service offered by a Third-Party Service Provider to companies in which the Lockbox company receives payments by mail and deposits them into the company's account and notifies the company of the deposit.
Lockbox Exceptions	Items received by the Lockbox that cannot be posted to an account because of the absence of information or a discrepancy in the information required to automatically apply the payment. Lockbox Exceptions are researched and resolved by the Contractor.
Lockbox Service Provider	A third Party Service Provider and Business Partner that may be used under the Agreement that receives and processes mailed payments related to customer Accounts and violations.
Maintenance and Software Support Services	Services to be performed by Contractor related to the maintenance of the BOS Hardware and network and monitoring, support and administration of the Software.
Maintenance	The Maintenance and related services required to be furnished by the Contractor, in accordance with the Scope of Work and Requirements
Maintenance Plan	Contractor deliverable detailing the comprehensive Maintenance approach, subject to Approval, as further set forth in the Scope of Work and Requirements.
Maintenance Services	See "Maintenance".
Merchant Service Provider	The Third-Party Provider provided by the Contractor who provide the services of the payment processor and acquiring bank for Credit Card payments.
Module	A group of functions developed simultaneously for specific tasks, such as a reporting Module, a security Module or a maintenance Module.
Money Services Provider	A retail location that provides customers the ability to add funds to their account, pay invoices or Violation Notices or purchase a transponder.
Monthly Performance Scorecard	A component of the Performance Report which details the Contractor's Operational performance measurement and points, as described in the Scope of Work and Requirements.
National Change of Address (NCOA)	The NCOA Link Product is a secure dataset of permanent change-of-address (COA) records consisting of names and addresses of individuals, families and businesses who have filed a change of address with the USPS.
Near Field Communication	A set of communication protocols that enable two electronic devices to establish communication by bringing them within proximity of each other.
Notice	A formal communication made pursuant to the terms of the Agreement, Article 11, Notices, addressing legal and contractual matters, not applicable to daily Implementation and Operation and Maintenance Phase communications.
Notice of Closeout	Notice sent to Contractor by Authority closing out the applicable Phase.
Notice of Default	A Notice sent to the Contractor declaring an Event of Default.

Term	Definition
Notice of Delinquent Toll Evasion Violation	A Notice that is sent to Violator 30 days after Notice of Toll Evasion Violation and includes a late penalty.
Notice of Publication of Unclaimed Funds	Notice placed to advertise that unclaimed checks will be escheated to the State.
Notice of Termination	A Notice sent to Contractor initiating termination of the Agreement.
Notice of Toll Evasion Violation	Image-Based Transactions/Trips that do not post to a Registered account and are not paid within the specified period are considered violations. A Notice of Toll Evasion Violation is sent to Violators and it will contain violations a fee amount and a penalty.
Notice to Proceed for Ramp Up/Customer Services	Notice by the Authority that Contractor shall commence the Work associated with Ramp Up/Customer Services as further set forth in the Scope of Work and Requirements.
Notification(s)	Communication via all the methods supported by the BOS between the Agencies and customers, as set forth in the Requirements. Examples include statements, invoices, Violation Notices and letters to customers and Violators.
Occupancy Declaration	The occupancy declaration that the driver makes when choosing between the HOV and non-HOV lanes at the 405 Express Lanes Toll Zones.
Occupancy Declaration Correction List	A file-based electronic list developed by the Contractor for each Toll Facility which identifies vehicles which the ETTM System ODS has found problematic in properly verifying the occupancy, based on customer disputes or CSC Operations quality control.
Occupancy Detection System	ETTM System equipment which captures and analyzes an image(s) of the passenger compartment to determine the number of occupants. This result may be compared with the number of occupants declared by the customer.
Occupancy Setting	Setting on the FasTrak transponder to designate the number of occupants travelling in the vehicle for the purpose of identifying as a high occupancy vehicle (HOV).
Offeror	A firm that has submitted a Proposal for this RFP.
Operational Alert Notification	Role-based signal, prompt or message sent to BOS Operational personnel, notifying them of a BOS condition that requires their attention or an issue that they should be aware of.
Operational Readiness Demonstration	Demonstration conducted by the Contractor in accordance with the Scope of Work and Requirements, which will prove that the BOS and the CSC Operations are ready to Go-Live.
Operations and Maintenance Phase	The Phase beginning upon Go-Live through the end of the Agreement.
Operations Plan	The Operations Plan is a comprehensive document provided by the Contractor that details how the CSC will be managed and operated in accordance with the Scope of Work and Requirements, subject to Approval.
Optical Character Recognition (OCR)	A software process that automatically recognizes license plate characters without requiring human intervention and which, in this

Term	Definition
	application, extracts and provides the license plate numbers and Jurisdiction from the image of the license plate.
Option Term 1	First Agreement extension period executed at Authority's sole discretion pursuant to Article 6, Term of Agreement.
Option Term 2	Second Agreement extension period executed at Authority's sole discretion pursuant to Article 6, Term of Agreement.
Orange County Transportation Authority (OCTA)	The Orange County Transportation Authority owns and operates the segment of the 405 Express Lanes in Orange County and is the agency responsible for this procurement and Agreement. Also referred to as "Authority".
Party	Any signatory to this Agreement.
Payment Schedule	Milestone payment schedule for completed and Approved Deliverables and Submittals set forth in RFP Exhibit H, Contractor Price Proposal, and Agreement Exhibit _ that constitutes Authority's full payment obligations for the Implementation Phase.
Performance Management and Monitoring System (PMMS)	An automated, fully integrated system that includes performs tasks including but not limited to: monitors the status of Equipment, processes and systems in real time, records failures, notifies Maintenance personnel, generates and tracks work orders, maintains preventative Maintenance schedules, generates repair history, and maintains parts inventory and asset management, all in accordance with the Scope of Work and Requirements.
Performance Measures	The metrics established in the Scope of Work and Requirements used for determining adherence to performance requirements.
Performance Report	A report to be developed monthly by the Contractor detailing the Contractor's performance against each Performance Measure, with details related to the failure events that resulted in the non-compliance, provide in accordance with the Scope of Work and Requirements.
Personally Identifiable Information (PII)	Sensitive personal information as identified in the Security Standards and established by relevant applicable law, as further set forth in the Agreement and Scope of Work and Requirements.
Pervasive Defect	A failure determined by the Agencies to be recurring or repetitive as further set forth in Article 30, Defects/Failure.
Plan(s)	Contractor Deliverable submitted for Approval that identifies approach to a particular aspect of the Work, including but not limited to Transition, Training, Project Management, Staffing, Maintenance, System Support, Disaster Recovery, and Business Continuity Plans.
Plate Correction List	A file-based electronic list developed by the Contractor for each Toll Facility which contains license plate numbers that have been problematic for automated or manual image review and require special manual review and verification.
Plate Type	Categorization required by some states which issue more than one license plate with the same number/letter combination, thereby making the plate type the only differentiator.

Term	Definition
Point-of-Sale (POS)	Electronic terminal that allows processing of Credit Card payments at retail locations.
Positive Pay	A cash-management service employed to deter check fraud. A process by which checks issued by an entity are compared with those presented for payment. Any check considered to be potentially fraudulent is sent back to the issuer for examination.
Post(ing)	The recording of a transaction/trip on an account in the BOS.
Posting Day	The day of Posting to an account.
Preliminary Implementation Schedule	The Project Implementation Schedule provided by Contractor and included in the executed Agreement, which will be updated, further detailed and submitted by Contractor for Approval following Effective Date, in accordance with Agreement Article 7, Time and Schedule/Completion Dates and Scope of Work and Requirements.
Preventative Maintenance	Repairs, cleaning, adjustments and replacements of components as necessary to maintain the BOS equipment in normal operating condition.
Price Proposal	Offeror pricing provided in response to this RFP and in accordance with the instructions provided therein. Contractor Price Proposal will be included as an Exhibit in the executed Agreement.
Print/Mail Service Provider	Third-Party Service Provider provided by the Contractor that handles the printing and mailing of customer-related Notifications for the Agencies.
Processing Exception List	List of license plates and transponders used to identify transactions and images that require manual review and disposition prior to final processing due to known customer service and/or processing issues.
Project	The total Work set forth in the Scope of Work and Requirements and as further set forth and detailed in the Agreement.
Project Management Plan (PMP)	Deliverable submitted by Contractor for Approval used to guide Project execution, management and control, as further detailed in the Scope of Work and Requirements.
Project Manager	The Contractor's duly authorized representative designated to manage the Contractor's performance of the work in accordance with the Agreement.
Proposal	The entire submission made by an Offeror as a part of this RFP. Contractor's entire submission in response to this RFP incorporated into to the Agreement.
Protected Plate	A license plate registered to a motorist affiliated with federal, state or local agencies who are allowed to shield their addresses under the Confidential Records Program.
Pure Zero Emission Vehicle	A pure zero emission vehicle is a vehicle that emits no exhaust gas from the onboard source of power as determined by the California Air Resources Board.
Quality Assurance (QA)	A process which occurs after the final work product is complete, to ensure the work was completed as expected and required.
Quality Control (QC)	A process which occurs before a final product is produced or presented, to ensure the work product is accurate.

Term	Definition
Quick Response Code (QRC)	A machine-readable matrix barcode used to provide access to information via mobile tagging using a smartphone device.
Ramp Up/Customer Services	Work provided by Contractor upon a Ramp Up/Customer Services Notice to Proceed, providing services and Work prior to Go-Live of the 405 Express Lanes, as further set forth in the Scope of Work and Requirements.
Readiness for Go-Live	The milestone that indicates the BOS and CSC Operations have achieved the required predecessor steps and are ready to go into live, revenue operations, subject to Authority Approval.
Recovery Point Objective (RPO)	The maximum acceptable amount of data loss measured in time. It is the age of the files or data in backup storage required to resume normal operations if a computer system or network failure occurs.
Recovery Time Objective (RTO)	The duration of time and a service level within which a business process must be restored after a disaster in accordance with the Scope of Work and Requirements.
Refund Account	Bank Account(s) from which customer refunds are made. The Refund Account(s) is part of the Authority's Banking Services.
Region of Interest	A portion of an image that is filtered or isolated, typically used for license plate identification.
Registered	Registered is a term that applies to accounts that are proactively established by the customer and are typically associated with a valid transponder(s).
Registered Owner of Vehicle (ROV)	The party legally responsible for a vehicle at the time of the toll transaction in accordance with applicable state statutes and regulations.
Registered Owner of Vehicle (ROV) Lookup	The process of identifying the Registered Owner of Vehicle.
Registered Owner of Vehicle (ROV) Lookup Provider	Third-Party Service Provider provided by the Contractor that conducts out-of-state ROV Lookups.
Registration Hold	The process of preventing a vehicle from being registered, by contacting CA DMV or out-of-state DMV and notifying them to place a hold on a vehicle's registration due a toll Violation, in accordance with applicable state statutes and regulations.
Rental Car Service Provider	Either a rental car agency or a separate company that facilitates the vehicle identification, transaction exchange and payment processing between the toll agency and the rental car agency.
Report on Compliance (ROC)	Form to be completed by Credit Card merchants undergoing a PCI DSS (Payment Card Industry Data Security Standard) audit. The ROC form is used to verify that the merchant being audited is compliant with the PCI DSS standards.
Requirement(s)	Each of the required work activities in numbered form that the Contractor shall perform, including but not limited to technical, functional, Project management, Operations and Maintenance and Performance.

Term	Definition
Requirements Traceability Matrix (RTM)	The structured collection of information that identifies and track each of the requirements in the Scope of Work and Requirements, which is submitted by the Contractor for Approval by the Agencies and serves to track completion of design, development and testing.
Responsibility Matrix	The matrix that defines respective responsibilities of the Agreement parties and other interfacing third-party contractors.
Retailer(s)	A retail location that sells the Authority's transponders.
Revenue Day	The 24-hour toll collection day expressed from 00:00:00 a.m. to 11:59:59 p.m. in military time unless otherwise Approved during design. Provided In local Pacific time.
Scope of Work and Requirements	The Agreement documents incorporated as Exhibits B, Scope of Work and Requirements, that capture and define the Work activities, Submittals and Deliverables and performance that the Contractor must execute in performance of the Work.
Secure File Transfer Protocol	Secure File Transfer Protocol (SFTP) is a secure version of File Transfer Protocol (FTP), which facilitates data access and data transfer.
Security Standards	Standards enumerated in the Scope of Work and Requirements and Agreement related to physical, data and personal security and privacy, under which the BOS shall be designed, maintained and operate; and the CSC shall operate.
Self-Service Mobile Application	The mobile application that allows customers to create and manage accounts or pay invoices through an application installed on their mobile device.
Self-Service Website	The public website that presents Authority-provided information and allows customers to create and manage accounts, including adding funds to an account or paying Violations.
Sites	Any location where Work on this Project is conducted or performed.
Skip Trace	The process by which alternative contact information is gathered for a customer for which the account-holder or DMV provided information is not sufficient.
Skip Trace Service Provider	Third-Party Service Provider provided by the Contractor that gathers alternate contact information for customers.
Software	All computer programs, media, procedures, rules and associated documentation pertaining to the control and operation of the data processing and data storage for the BOS. Software includes all associated features and functions described in the Statement of Work and requirements, including all Agreement Change Orders, updates, derivative works, enhancements, modifications or upgrades thereto, and all error corrections, patches and bug fixes provided by the Contractor and which is made part of the BOS, as well as all related or ancillary data files, modules, libraries, tutorial and demonstration programs, and other components thereof, all source and object code, firmware and all documentation.
Special Access Plan	Payment plan which provides free or discounted toll rates for three or more riders per vehicle, motorcycles, pure zero-emission vehicles, vehicles with disabled veteran or disabled person license plates.

Term	Definition
SSAE-18	Statement on Standards for Attestation Engagements (SSAE) No. 18, Reporting on Controls at a Service Organization.
Standard Plan	Account plan which requires a monthly fee and provides for discounts for a configurable number of transactions per month (Configurable) and offers a discount (Configurable) for each tolled trip taken on the 91 Express Lanes, with a capped discount (Configurable).
State	The State of California.
Subcontractor	Any person, firm or corporation, other than the Contractor's employees, who contracts to furnish labor, or labor and materials, at the Site(s) or in connection with the Services, whether directly or indirectly, on the Contractor's behalf and whether or not in privity with the Contractor.
Submittal	See "Deliverable".
Supplier	Any person, firm, or corporation who contracts to furnish materials, equipment, or supplies for incorporation in or in connection with the Work.
Surety	Provider of the Bonds under the Agreement.
Tax Intercept	Violation debt, in Collections, can be placed with the California Franchise Tax Board (FTB). The FTB's program called the Interagency Intercept Collection (IIC) Program intercepts (offsets) refunds when individuals have delinquent debts owed to government agencies and California colleges. The Collection Agency administers this program on behalf of the Agencies.
Term	Length of the Agreement as set forth in Article 6, Term of Agreement, including the Initial Term and any extensions executed thereto.
Third-Party Service Providers and Business Partners	Entities which have a relationship with the Agencies and the Contractor to perform work and/or request that work be performed, such as collection companies.
Title 21	California Code of Regulation that provides the requirements for open compatibility specifications for a two-way communications protocol for automatic vehicle identification (AVI) including an initial set of Transaction Record Type codes mandated for statewide electronic toll collection use.
Toll Facility	The OCTA 405 Toll Facility.
Toll Rate Changeable Message Sign (CMS)	The signs installed before all entrances to the Express Lanes that display the rate information and variable text.
Toll Zone	The area which vehicles pass through, where information from automatic vehicle detection, license plate image capture, and automatic vehicle identification is captured and is used to create a transaction/trip.
Transaction/Trip Date and Time	The date and time the vehicle crosses through each Toll Zone.
Transaction/Trip Entry Date and Time	The date and time the vehicle entered a segment of the Express Lane.

Term	Definition
Transponder Status List (TSL)	List of valid transponders belonging to the Agencies and Interoperable Agencies created in accordance with the current version of the CTOC ICD.
Transponder-Based Transactions/Trips	A transaction/trip that is originated in the lane using transponder technology (as opposed to an Image-Based Transaction/Trip).
Unavailable	A Key Team Personnel member 's absence or inability to perform the Work that meets the conditions set forth in Agreement Article 5, Contractor's Personnel.
Uniform Resource Locator (URL)	The address of a web page.
United States Postal Service (USPS) Coding Accuracy Support System (CASS™)	A certification offered by the USPS to all mailers and software vendors to evaluate the quality of their address-matching software and improve the accuracy of their ZIP+4, carrier route, and five-digit coding.
United States Postal Service (USPS) Intelligent Mail Barcode	A 65-bar barcode applied to mail in the United States for tracking mail pieces.
Unregistered	Applies to accounts that are created using the information provided by the DMV, Registered Owner Lookup Provider or Affidavit of Non-Liability. May include more than one vehicle if the owner information is an exact match.
Update	Generally, refers to a patch released for existing Software to fix any existing bugs, errors, or security issues; can also provide support for new Hardware, as well as performance tuning. Updates are to be performed as a part of Operations and Maintenance at no additional cost to the Agencies in accordance with of the Agreement, including Article 28, Warranties.
Upgrade	Generally, refers to transforming existing Software to a new version; provides new features and functionalities rather than fixing existing bugs, errors or security issues. Upgrades are to be performed as a part of Operations and Maintenance at no additional cost to the Agencies in accordance with the Agreement, including Article 28, Warranties.
Violation	A Transaction which occurs when the vehicle was not registered to a valid FasTrak account and did not have a valid Transponder. Non-compliance with the Business Rules regarding toll payment generates a Violation Notice.
Violation Notice	The notification sent to a Violator as determined by the Business Rules and Approved design, in accordance with applicable laws, rules and regulations. Notice of Toll Evasion Violation and Notice of Delinquent Toll Evasion Violation are collectively referred to as Violation Notice(s).
Waiver Form	Formal submittal by Contractor requesting a performance deficiency be excluded from the non-performance calculation.
Walk-in Center (WIC)	Physical location which will provide in-person customer service (including transponder fulfilment, account replenishment, violation payment or account management).

Term	Definition
Wide Areas Network	Telecommunications network or computer network that extends over a large geographical distance/place.
Work	Includes, without limitation, all plant, labor, materials, Equipment, Systems, services, Software, licenses, leases, facilities, design, development, installation, testing, data transition and migration, training, Operations and Maintenance and other things necessary or proper for or incidental to carrying out and completing the Project in accordance with the terms of the Agreement.
Work Directive	Directive from the Agencies to perform or proceed with Work in accordance with Agreement Article 16, Changes.
Write-Off	A cancellation of a customer balance made as a result of a debt being deemed uncollectible or unworthy of pursuit. Items are eligible for Write-Off based on criteria and eligibility to be determined by the Agencies.

Acronyms

The following Acronyms shall have the following meanings:

Acronym	Meaning
ACH	Automated Clearing House
ACK	Acknowledgement
AD	Active Directory
ADA	Americans with Disabilities Act
AVI	Automatic Vehicle Identification
BCP	Business Continuity Plan
BOS	Back Office System
CAD	Computer Aided Design
Caltrans	California Department of Transportation
CCB	Change Control Board
CCTV	Closed-Circuit Television Camera
CDRL	Contract Deliverables Requirements List
COTS	Commercial Off-the-Shelf
CPA	Certified Public Accountant
CRF	Customer Review Form
CSC	Customer Service Center
CSR	Customer Service Representative
CSWRD	Conformed Statement of Work Requirements Document

Acronym	Meaning
CTOC	California Toll Operators Committee
DMV	Department of Motor Vehicles
DR	Disaster Recovery
DRP	Disaster Recovery Plan
DVAS	Digital Video Audit System
EEOC	Equal Employment Opportunity Commission
EMV	Europay, MasterCard and Visa,
ETL	Extract, Transform and Load
ETTM	Electronic Toll and Traffic Management
FFCRA	Federal Fair Credit Reporting Act
FIFO	First in First Out
FTP	File Transfer Protocol
GAAP	General Accepted Accounting Principles
GASB	Government Accounting Standards Board
GUI	Graphical User Interface
HOV	High Occupancy Vehicle
HTML	HyperText Markup Language
HTTPS	Hypertext Transfer Protocol Secure
ICD	Interface Control Document
ID	Identification
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers
IOP	Interoperability
IP	Intellectual Property
IP	Internet Protocol
IRS	Internal Revenue Service
ISA	Internal Security Assessor
ISO	International Standards Organization
I-Toll	Image Toll
IT	Information Technology
ITS	Intelligent Transportation Systems

Acronym	Meaning
IVR	Interactive Voice Response
LAN	Local Area Network
LOS	Level of Service
MS	Microsoft
MSP	Merchant Services Provider
NACK	Negative Acknowledgement
NCOA	National Change of Address
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NTP	Notice to Proceed
OCR	Optical Character Recognition
OCTA	Orange County Transportation Authority
OSHA	Occupational Safety and Health Administration
PCI	Payment Card Industry
PCI-DSS	Payment Card Industry Data Security Standards
PDF	Portable Document Format
PII	Personally Identifiable Information
PIN	Personal Identification Number
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute
PMMS	Performance Management and Monitoring System
PMP	Project Management Plan
POS	Point-of-Sale
PZEV	Pure Zero Emission Vehicle
QA	Quality Assurance
QC	Quality Control
QSA	Qualified Security Assessor
RDBMS	Relational Database Management System
RFP	Request for Proposal
RMA	Return Merchandise Authorization
ROC	Report on Compliance

Acronym	Meaning
ROI	Region of Interest
ROV	Registered Owner of Vehicle
RPO	Recovery Point Objective
RSS	Roadway Support System
RTM	Requirements Traceability Matrix
RTO	Recovery Time Objective
SDDD	System Detailed Design Document
SFTP	Secure File Transfer Protocol
SME	Subject Matter Expert
SMS	Short Message Service
SOW	Scope of Work
SSAE-18	Statement on Standards for Attestation Engagements No. 18
TSL	Transponder Status List
UPS	Uninterruptible Power Source
URL	Uniform Resource Locator
USPS	United States Postal Service
WAN	Wide Area Network
WBS	Work Breakdown Structure
WIC	Walk-in Center
XML	Extensible Markup Language

EXHIBIT B: SCOPE OF WORK AND REQUIREMENTS

DRAFT

Exhibit B

Scope of Services

Initial Draft
4/23/2020

DRAFT

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1. INTRODUCTION

The Orange County Transportation Authority (“OCTA”) currently operates the Orange County portion of the Express Lanes on SR 91. The I-405 Express Lanes Back Office System (BOS) and Customer Service Center (CSC) Operations Project (Project) is for the implementation, operations and maintenance of a new BOS and CSC Operations to support the I-405 Express Lanes, which are scheduled to open to traffic in early 2023. This Scope of Work includes the Project’s technical requirements to be performed by the toll systems integrator and customer service operations provider (Contractor).

Kapsch TrafficCom USA (“Kapsch”) is separately contracted but serves as the Electronic Toll and Traffic Management (ETTM) System Contractor for the I-405 Express Lanes. The ETTM System will provide fully formed Transponder and Image-Based Trips to the BOS. Substantial testing and both technical and operational coordination will be required throughout the Term of the Agreement.

A new I-405 CSC and WIC facility, provided by the Authority, near the I-405 corridor will serve as the main facility for the Contractor’s direct customer service staff and CSC Operations and will house other OCTA contractors as well. A separate walk-in-center (WIC) supporting both the 91 and I-405 facilities is located at the existing OCTA Store WIC, which is adjacent to the OCTA offices in the City of Orange and will be staffed by OCTA employees using desktop computers and peripherals provided by OCTA. However, the Contractor will support the initial setup, security, Interface and ongoing maintenance of the I-405 BOS application on these desktop computers as required.

The Authority will not provide data center space for the I-405 BOS and the Contractor is required to provide a hosted or cloud-based implementation in accordance with the Requirements.

All definitions and acronyms for this Scope of Work and Requirements are included as Exhibit A.

The Requirements are numbered to track Contractual obligations and any changes which may occur during the Project. Many of the Requirements contain underlying lists of specific items and required database fields. The intent of these “including but not limited to” lists is to indicate the intent and scope of the requirement. During design the naming and number of items and fields will vary; however, all items and fields shall be addressed by the BOS unless the Contractor is formally relieved of the requirement by the Authority.

1.1. Project Timing

Related tolling projects and timing include:

- OCTA has selected OC 405 Partners to design and build the I-405 Improvement Project, which includes the I-405 Express Lanes. The project is expected to be open to traffic in early 2023.
- OCTA has selected Kapsch to provide the I-405 ETTM System. Kapsch and OC 405 Partners will coordinate the installation and testing of the ETTM prior to the beginning of revenue collection.
- Approximately 120 days prior to the anticipated Go-Live and I-405 revenue operations commencement, the Contractor will receive Notice to Proceed for Ramp-up/Customer Services, and the Contractor must reach several milestones 30 days thereafter as detailed in

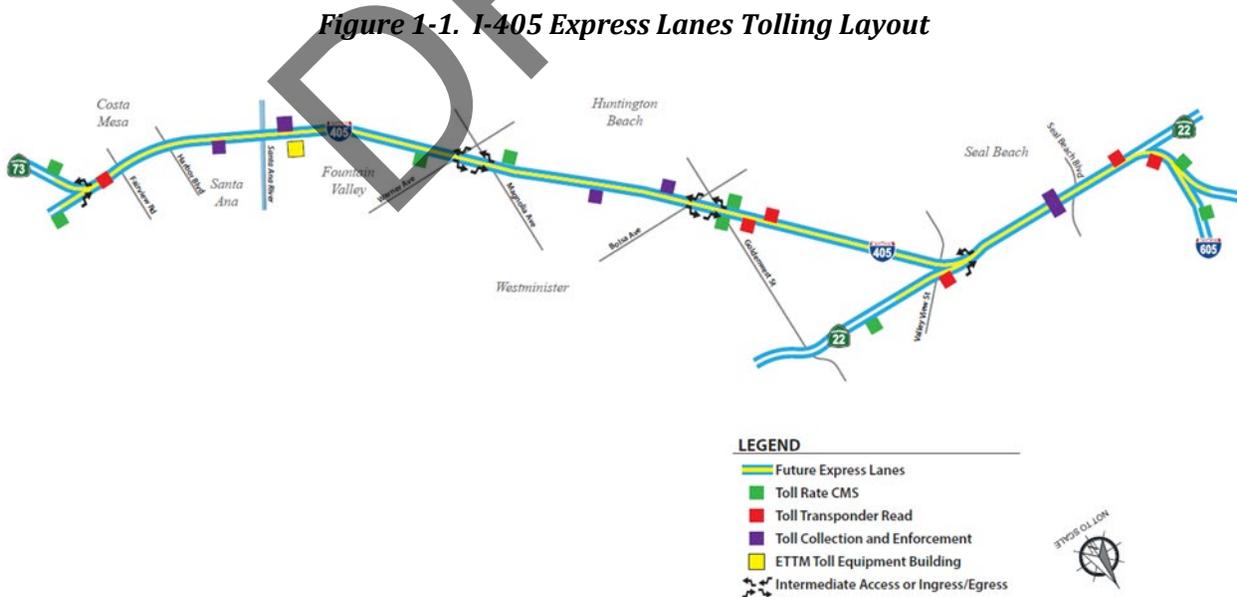
the Requirements, including the provision of portions of the BOS and the Self-Service Website for account creation, ordering of transponders and customer communications.

- At the Authority's direction, transponders will be mailed approximately one (1) month prior to anticipated Go-Live and I-405 revenue operations commencement and the Contractor shall be responsible for processing Interoperable transactions and handling other CTOC agency inquiries from that point forward.
- Providing Notice to Proceed for Ramp-up/Customer Services also allows the Contractor guidance on the anticipated Go-Live date for the purposes of mobilizing for CSC Operations and mobilizing within the new CSC facility.

1.2. I-405 Express Lanes

OCTA in cooperation with the California Department of Transportation (Caltrans) is widening the San Diego Freeway (I-405) between State Route 73 (SR-73) and Interstate 605 (I-605). The project will improve 16 miles of I-405 between the SR-73 freeway in Costa Mesa and I-605 near the Los Angeles County line. The project includes adding one regular lane in each direction between Euclid Street and I-605 and making improvements to freeway entrances, exits and bridges. In addition, the project will add the I-405 Express Lanes, incorporating the existing carpool lanes and a new lane in each direction between SR-73 and I-605. The I-405 Express Lanes will give solo drivers the choice to speed up their commute for a toll and give options for carpoolers to use the lanes for free. When the express lanes open, two-person carpools will pay a toll only during peak hours and carpools of three or more will be free at all times.

Figure 1-1: I-405 Express Lanes Conceptual Tolling Layout identifies the entry/exit, Toll Zone and Toll Read Site locations for the I-405 Express Lanes.



1.3. Support of New Toll Facilities

The BOS and CSC Operations shall be designed to support the future, potential addition of new OCTA Toll Facilities, such that the BOS does not require structural or fundamental changes at that time.

1.4. New I-405 CSC Facility

A new I-405 CSC and WIC facility, provided by the Authority, near the I-405 corridor will serve as the primary facility for the Contractor's direct customer service staff and CSC Operations and will house other OCTA contractors as well. Immediately after NTP, the Contractor will be responsible for working closely with the Authority in the design of the facility. With regards to the new facility, the following will be the responsibility of OCTA:

- 1.A Acquisition of the building;
- 2.B Building design (primary);
- 3.B Building construction permitting;
- 4.F Facility buildout;
- 5.C Utilities;
- 6.F Furniture, desks and chairs;
- 7.F File cabinets;
- 8.W Walk-in Center furniture;
- 9.T Training room furniture;
- 10.Storage cabinets and shelves;
- 11.Space at I-405 CSC facility for storage of retained and/or sensitive paper-documents;
- 12.CSC personnel lockers (if required);
- 13.Communications closets;
- 14.Conference rooms and tables;
- 15.Large presentation screens within conference rooms;
- 16.Breakroom furniture and appliances;
- 17.All power and network cabling;
- 18.All uninterruptible power and generators (including any on-going system/software maintenance agreements);
- 19.Responsibilities as described in Volume II, Section 1.1.1.8 Network, Communications, Telephony, Security and Surveillance;
- 20.CCTV surveillance equipment (including any on-going system/software maintenance agreements);
- 21.Physical building security system (including any on-going system/software maintenance agreements);
- 22.Janitorial services;
- 23.Trash pickup;
- 24.Building maintenance and
- 25.Additional buildout and provision of items above to support growth.

Contractor – All items below shall be provided within the Implementation and Operations and Maintenance Phases pricing.

- 1.Desktop computer environments;
- 2.All phone systems (internal operations and direct customer support);
- 3.Desktop computer environments and phone systems for two (2) permanent Authority personnel;

- 4.D Desktop computer environments and phone systems for an additional three (3) Authority-designated oversight personnel during mobilization of the facility and during Operational and Acceptance Testing;
- 5.A All training room desktop computer environments and equipment, including presentation screens;
- 6.A All network equipment (routers, firewalls, switches, hubs, gateways, etc.);
- 7.R Responsibilities as described in Volume II, Section 1.1.1.8 Network, Communications, Telephony, Security and Surveillance;
- 8.A All consumables;
- 9.P Paper shredding services;
- 10.P Point of contact and management of all OCTA provided building maintenance, power and generator maintenance or servicing, trash pickup and janitorial services;
- 11.P Point of contact and coordination of any additional buildout to support growth (at no additional labor costs to the Authority);
- 12.P Physical human security as deemed necessary by the Contractor;
- 13.R Receptionist or walk-in center greeter as deemed necessary by the Contractor and
- 14.P Provision of items above to support growth.

1.5. Back Office Systems and CSC Operations Statement of Work

In this Request for Proposals (RFP), the Authority is requesting written technical and Price Proposals from qualified Proposing Contractors ("Offerors") interested in providing BOS and CSC Operations. The Project includes the design, development, testing, installation, operations and maintenance of a complete and integrated BOS and CSC Operations that meets the needs of OCTA as specified in the Scope of Work and Requirements.

The BOS functionality which shall be provided, implemented, operated and maintained by the Contractor include but are not limited to the following:

- Account management;
- Self-Service Website;
- Self-Service Mobile Application (Phase II and optional);
- Customer communications and Notifications;
- Case management;
- Payment processing;
- Transponder inventory management;
- Financial management, reconciliation and settlement;
- Initial CSC-based collections;
- Collections Placements;
- Printing and mailing;
- Violation processing;
- Vehicle Registration Hold processing;
- Post-contact customer satisfaction surveys;
- Searches and reporting;
- Data warehouse (Phase II and optional);
- BOS and CSC performance monitoring and reporting;
- Interfaces to all Third-Party Service Providers and Business Partners and
- Interface monitoring and reconciliation.

BOS Hardware, systems and services which shall be provided, implemented, operated and maintained by the Contractor include but are not limited to the following:

- BOS production environment;
- Multiple supporting computing environments;
- Desktop Environments;
- CSC equipment;
- Customer contact systems;
- Automatic Call Distribution (ACD), Interactive Voice Response (IVR) and telephony systems;
- Network equipment;
- Network and systems monitoring systems;
- Data center and other identified equipment;
- Disaster Recovery (DR) and Business Continuity systems;
- Training systems and
- Capability to support work-at-home CSRs and operations and in accordance with the Approved Disaster Recovery and Business Continuity Plans. For example, during an event similar to the COVID-19 outbreak.

Third-Party Services which shall be provided and managed by the Contractor include but are not limited to the following:

- Collections Agencies - two (2);
- Registered Owner Identification (ROV) Lookup Service Provider;
- Print/Mail House Provider (optional at Contractor's discretion);
- Lockbox Service Provider (optional at Contractor's discretion);
- Customer Satisfaction Survey Provider Subcontractor;
- Payment Card Industry (PCI) Qualified Security Assessor Services (or qualified Internal Security Assessor (ISA));
- Merchant Service Providers - two (2) and
- Off-Site Data Storage Provider.

1.5.1. Contractor Implementation Phase Responsibilities

During the BOS and CSC Operations Implementation Phase (from Notice to Proceed until Go-Live of the BOS and CSC Operations) the Contractor shall be responsible for the following, including but not limited to:

- Implementation of BOS server environment at Contractor provided location;
- Design inputs to the new I-405 CSC facility;
- Support of I-405 BOS access from the current OCTA Store WIC;
- Staffing of all BOS support and CSC Operations;
- Operational planning and transition of the existing operations;
- BOS implementation and testing;
- Facilitation and participation in meetings and coordination with the Authority, the ETTM System Contractor and existing and new Third-Party Service Providers and Business Partners;
- Existing and new Third-Party Service Providers and Business Partners Transition Services;
- Contractor required additional build-out/fit-out of the Authority-provided facilities;
- Provision of all additional Contractor required furniture and furnishing required for the CSC;
- Provision of all required CSC office equipment;
- Development of all plans and documentation described herein;
- Development of all CSC standard operational procedures (SOPs);

- Compliance with all Security Standards;
- Compliance with all Approved plans;
- Development of all training material;
- Conducting training of all Contractor and Authority's staff;
- Learning and adhering to the Authority's processes, procedures, Business Rules and policies relative to Express Lanes operations and financial administration;
- Establishing direct processor agreements with California and Arizona DMVs;
- Demonstration of operational readiness and
- Numerous other coordination, planning and preparation activities.

1.5.2. Contractor Operations and Maintenance Phase Services

After commencement of CSC Operations (the "Operations and Maintenance Phase"), the Contractor's Operational responsibilities include but are not limited to:

- Operational activities related to the functional use of the BOS:
 - Account establishment, maintenance and closures;
 - Customer service, including violation-related activities, via phone, mail, email, fax, text messaging, chat and in-person;
 - Provision of customer support for problems with customer interfaces;
 - Payment and refund processing;
 - Credit Card processing, including authorizations, refunds and reconciliation;
 - Production of all customer Notifications;
 - Inbound and outbound mail processing;
 - Sending e-blasts to customers through the email system and at the direction of the Authority;
 - Return mail processing;
 - Violation payment processing;
 - Case creations and management;
 - Document imaging of incoming work (such as, customer communications) and outgoing work (such as, scanning checks before deposit);
 - Use of skip tracing services to acquire updated mailing addresses;
 - Transponder inventory management, including customer order Fulfillment support, transponder recall and recycling;
 - Customer dispute processing;
 - Coordination and support with resolution of disputed tolls and other issues with Interoperable Agencies;
 - Initial CSC-based collections;
 - Coordination with Collection Agency(ies) pursuing payment of debts owed by individuals or businesses, including payment processing and reporting;
 - Coordination with the DMV(s) for registration suspensions and/or holds, as well as releases once tolls, fees, and other charges are paid;
 - California Franchise Tax Board Tax Intercept support;
 - Bankruptcy support and associated account updates;
 - Investigative Review and Hearing support;
 - Financial management and reporting;
 - Reporting for CTOC and the Western Regional Hub;
 - All transaction and financial reconciliation activities;
 - All interface reconciliation activities;
 - Compliance with all Security Standards;
 - BOS performance management and reporting;

- CSC staff and process performance monitoring and reporting;
- Adding/removing/modifying users in the BOS and modifying the user-configurable elements of the telephony system such as call queue routing and message on-hold selections and
- Toll adjustment implementation.
- Operational activities not directly related to functional use of the BOS:
 - Complete BOS Operations and Maintenance and monitoring off all processes and interfaces;
 - Complete network and systems security monitoring and resolution of issues;
 - Compliance with all Security Standards;
 - Compliance with all Security Standards while operating with at-home agents, if required;
 - Complete PCI compliance, monitoring and resolution of issues;
 - Disaster Recovery (DR) and Business Continuity management;
 - Complete BOS Software Maintenance and Support;
 - Enhancement and upgrades to the BOS per the Requirements;
 - Enhancements to the BOS at Authority's direction;
 - Onsite technical support for Contractor's staff and Authority's staff;
 - Monitoring and optimization of Registered Owner of Vehicle (ROV) identification processes;
 - Monitoring of incoming and outgoing mail services, including address correction and update;
 - CSC customer service staffing and operational management;
 - CSC Work processing and management;
 - CSC facility maintenance not covered by the Authority;
 - On-going recruitment and management of the personnel required to operate the CSC and meet the Requirements of this Agreement;
 - On-going training of all Contractor staff and Authority's staff;
 - Physical security of the operations facilities, funds, personnel, and equipment;
 - Payment Card Industry Data Security Standards (PCI DSS) compliance;
 - Provision of audit(s) performed by an independent Qualified Security Assessor (or qualified Internal Security Assessor (ISA));
 - Compliance with all National Automated Clearing House Association (NACHA) requirements;
 - Support for the Authority's audits of BOS and CSC Operations;
 - Management of Customer Satisfaction Survey information;
 - Production and distribution of customer materials;
 - Distribution of transponders, mounting strips;
 - Distribution of non-BOS generated customer notifications by mail;
 - Annual SSAE 18 Type II performed by independent auditor;
 - Paper document storage (at I-405 CSC) and destruction and records management;
 - Quality Control (QC) and Quality Assurance (QA) activities for the CSC;
 - Quality review of BOS-generated notifications;
 - Quality review of image processing using the ETTM System-provided tool;
 - Assist with internal/external audits;
 - Assist with data collections/analysis stemming from litigation and
 - Assist with insurance/risk management activities.

1.6. Phase II Services

The following services shall be included in Phase II of the Work which will commence after the BOS Acceptance. Optional items are at the Authority's discretion to implement:

- Self-Service Mobile Application (Phase II and optional);
- Data warehouse and data analytics/business intelligence (Phase II and optional) and
- Collection Agencies direct access to BOS.

1.7. Future Functionality

The following functionality shall not be assumed for the base Agreement, but should be considered as potential future functionality:

- Occupancy Detection System (ODS) Integration;
- Integration with Money Service Provider;
- Customer invoicing prior to the violation process and
- Adherence to national Interoperability.

1.8. Services Not Included

The services procured under this Agreement *does not* include:

- ETTM Systems;
- Trip building;
- Image review services for the purpose of trip building (QA/QC reviews are required) and
- Provision of Retail Transponder Distribution Provider.

1.9. Pass Through Costs

The following items and Services shall be provided by the Contractor, with costs passed through to the Authority via invoice:

- Postage (not including any efforts, mail-house costs or other costs required to obtain the postage rate);
- Skip-Tracing;
Transponder Shipping Supplies/Materials including envelopes, sealing wafers, special inserts, and stickers and
- Facilities related incidental costs as directed and Approved by the Authority.

1.10. Direct Payment Items

The following items and Services shall be entered into the Authorities accounts payable weekly batch by the Contractor for direct payment from the Authority to the vendor and not the paid for by the Contractor:

- Welcome/Transponder Kits;
- Transponder readers and programmers, if pre-approved by the Authority and
- Domain Names and Uniform Resource Locators (URLs). Does not include any related software or licenses related to security and/or encryption (for example, secure socket layer certificates).

Exhibit B

Volume I: Project Management and Controls

Draft
4/23/2020

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1. PROJECT MANAGEMENT

1.1. Project Management and Control

The Project is divided into two overlapping phases: The Implementation Phase (from Notice to Proceed until BOS Acceptance) and the Operations and Maintenance Phase (after commencement of CSC Operations through the end of the Agreement).

1	The Contractor shall provide all management, supervisory, financial and operations staff, including qualified management, professional, technical and clerical personnel, to professionally design and implement the BOS and operate and administer the Authority's operations in a manner that meets all required performance criteria. The Contractor shall put in place the organizational structure and staffing required to meet these Requirements.
2	The Contractor shall perform and provide all services in accordance with all applicable laws, rules, regulations, ordinances and in compliance with all applicable Authority policies. All Plans and procedures prepared by the Contractor shall be Approved by the Authority, as set forth in these Requirements.

1.2. Project Management Plan (PMP)

The Contractor shall develop and employ a Project Management Plan (PMP) in accordance with Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) latest edition that is sufficiently detailed to enable the Authority to review and confirm that the Contractor has the necessary management, staff and controls in place to meet the Agreement Requirements

The PMP describes how the Contractor shall deliver, implement and manage the Project, including staffing, scheduling and communication procedures for controlling all correspondence, Submittals and other communications between the Contractor and the Authority, as well as communications with other third-party entities. The PMP shall be in accordance with system engineering methodology wherever applicable.

3	The PMP shall include, but is not limited to:
	<ul style="list-style-type: none"> • Project scope and key Deliverables, tracked using a numbered Contract Deliverables Requirements List (CDRL);
	<ul style="list-style-type: none"> • a description of the staff management and organization of the Project; an organization chart; identification of Key Personnel and their associated responsibilities, and identification of the resources to be used in fulfilling the Requirements;
	<ul style="list-style-type: none"> • a description of Project planning, documenting and reporting methods to be utilized, both for use within the Contractor's staff and externally with the Authority;
	<ul style="list-style-type: none"> • approach to issue management, including communication, escalation and resolution of Project issues with the Authority;
<ul style="list-style-type: none"> • approach to communication management, including meeting schedules and team meetings; 	

	<ul style="list-style-type: none"> • the format of the Implementation Phase monthly progress report;
	<ul style="list-style-type: none"> • inclusion of the Approved Baseline Implementation Schedule;
	<ul style="list-style-type: none"> • a description of the process for reporting and tracking the Approved Baseline Implementation Schedule and Project performance;
	<ul style="list-style-type: none"> • approach to change control management, consistent with Agreement Requirements, including a description of the process for documenting and submitting change requests, the Approval process and how the change control management approach will be integrated into day-to-day Project management;
	<ul style="list-style-type: none"> • process for resolution if a change request scope and cost proposal is rejected by the Authority;
	<ul style="list-style-type: none"> • approach to document control, including utilizing the Contractor-provided Electronic Document Management System (EDMS) that is accessible to the Project team by username and password (the Authority shall have the capability to download documents using this Software);
	<ul style="list-style-type: none"> • approach to risk management, including communication, escalation and resolution of Project risks with the Authority;
	<ul style="list-style-type: none"> • approach to Quality Assurance and Quality Control;
	<ul style="list-style-type: none"> • approach to Subcontractor management, including how issues with Subcontractors will be resolved in a timely manner;
	<ul style="list-style-type: none"> • approach to procurement management which adheres to the Authority's policies;
	<ul style="list-style-type: none"> • approach to operational readiness including a Go-Live check list;
	<ul style="list-style-type: none"> • documenting the invoice submission; invoice backup information; verification, and Approval process;
	<ul style="list-style-type: none"> • a section with all Approved Project forms;
	<ul style="list-style-type: none"> • approach to Project closeout and
	<ul style="list-style-type: none"> • an emergency contact list.
4	The Contractor shall provide as a part of the PMP and then maintain both a Contractor and Authority contact list. The contact list shall include all Implementation Phase Key Personnel and backups, personnel title and areas of Project participation. The list will be superseded by Operations and Maintenance Phase documentation and processes.
5	The Contractor shall develop and submit the PMP to the Authority within ten (10) Business Days of the Agreement's Effective Date for review and Approval.
6	The Contractor shall identify the tools and products used to manage the Project and the internal controls instituted by the Contractor to guarantee successful delivery of the Project.

7	<p>The Contractor shall develop and submit communications procedures to the Authority for review and Approval that address the following, including but not limited to:</p> <ul style="list-style-type: none"> • Correspondence – all correspondence shall be identified as to originator and designated receiver and contain the Agreement name and number; • Document control – tracking of document versions and changes; • Invoices – all invoices shall be submitted with accompanying backup information as required by the Agreement and consistent with the Authority process and invoicing and auditing policies. The Contractor shall work with the Authority to develop the appropriate invoice and back-up materials as a part of the PMP development. Contractor shall address costs that are netted out from the Contractors toll revenue payment to the Authority, for example credit card fees and collections fees and • Submittals – all Submittals shall be delivered as an enclosure to the Contractor's submittal letter. Each Submittal letter shall be limited to a single subject or item. The Contractor's letter shall identify the Agreement number, Agreement name and subject of the Submittal, CDRL name if applicable, and the version number.
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1.3. Coordination

1.3.1. Coordination with ETTM System Contractor

The Contractor shall work with the ETTM System Contractor in the design, implementation and operations of the BOS as well as the management and operation of the CSC. The ETTM System Contractor is responsible for around-the-clock monitoring of the ETTM System and support of operations and operational staff with respect to the ETTM System. The Contractor shall nonetheless be responsible for the timely reporting of any issues or failures it has identified related to the ETTM System to both the ETTM System Contractor and the Authority, and for cooperating with the ETTM System Contractor to resolve the issues as expeditiously as possible.

8	The Contractor shall report any observed ETTM System anomalies and errors to the ETTM System Contractor via Cases; the Contractor shall track these issues through to timely resolution in coordination with the ETTM System Contractor.
9	The Contractor shall select the appropriate priority level or level of urgency when reporting ETTM System errors to the ETTM System Contractor based on the levels identified in the Operations Plan. The Contractor shall make best efforts to ensure that critical and high-priority items are quickly and effectively communicated to the ETTM System Contractor within a time period agreed-to in the Operations Plan.
10	The Contractor shall notify the Authority of all issues and errors identified in the Operations Plan as requiring simultaneous notification to the Authority.
11	The Contractor shall participate in Coordination and Status meetings with the Authority and the ETTM System Contractor.
12	The Contractor shall participate in other meetings with the Authority and the ETTM System Contractor.

1.3.2. Cooperation with Other Contractors and Providers

13	The Contractor shall cooperate to the fullest extent with other contractors, the Authority, and Third-Party Service Providers and Business Partners to ensure the BOS Implementation and Operations and Maintenance Phase activities do not conflict with, have any detrimental effect, or cause any interruption in capability or service or safety issues to the traveling public, customers, the Authority, other OCTA BOS and CSC Operations or existing OCTA operations.
14	<p>The Contractor shall cooperate to the fullest extent with external parties in accordance with the terms and conditions of the Agreement, including but not limited to:</p> <ul style="list-style-type: none"> • employees of the Authority; • designated representatives of the Authority; • Authority legal counsel; • other Interoperable Agencies, states and parties, as directed by the Authority; • all entities that directly access the BOS; • all entities that use or require output from the BOS; • law enforcement; • auditors and • All Third-Party Service Providers and Business Partners.
15	The Contractor shall cooperate with and immediately notify the Authority (via Authority - provided distribution list) regarding any issues with or customer complaints related to the BOS or ETTM System that come to Contractor's attention during the course of Implementation, testing or during the Operations and Maintenance Phase.

1.4. Project Meetings

The Contractor is required to facilitate (plan, lead, coordinate, and report on) or participate in both regularly scheduled and ad-hoc meetings during the course of the Project.

16	<p>The Contractor shall set up, facilitate and participate in meetings during the Implementation Phase, including but not limited to:</p> <ul style="list-style-type: none"> • Project reporting and progress meeting (monthly); • Change Control Board meetings (as required, but no less than every two weeks or per the Project Management Plan); • installation coordination meetings (weekly during specific Implementation Phase timeframe) and • Various workshops, comment review and BOS Design meetings as required.
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17	<p>The Contractor shall set up, facilitate and participate in meetings during the Operations and Maintenance Phase, including but not limited to:</p> <ul style="list-style-type: none"> • Weekly project status meetings; • Ad-hoc meetings (as needed); • Change Control Board meetings (as needed); • CSC Operations performance review and operational status meetings (to include review of performance relative to the Performance Measures, Customer Satisfaction Surveys, training schedule, identified BOS issues and other relevant findings); • BOS performance review and operational status meetings (to include review of Performance relative to the Performance Measures, training schedule, Upgrades and Enhancements list, bug list and general status updates) and • Maintenance and Operations Phase meetings shall be structured and scheduled per the Approved Maintenance Plan.
18	The Contractor shall provide and maintain a schedule for all meetings which it leads.
19	All meeting locations shall be designated by the Authority.
20	No less than three (3) Business Days prior to meetings which it leads, the Contractor shall provide a meeting agenda that the Authority can comment on and the Contractor shall then update.
21	No more than three (3) Business Days after meetings it leads, the Contractor shall submit draft meeting minutes for the Authority's review, which capture the summary of the discussions. No more than two (2) Business Days after receiving the Authority's comments to the meeting minutes, the Contractor shall submit updated meeting minutes for the Authority's review. This process shall continue until the meeting minutes are Approved.

1.4.1. Project Reporting and Progress Meetings During Implementation Phase

Bi-weekly Project reports and progress meetings shall enable the Authority and the Contractor to monitor the status, progress and quality of the Work performed on the Project and to take proactive steps to ensure successful delivery of the Project.

22	The calendar for meeting days shall be scheduled by the Contractor following the Agreement's Effective Date.
23	With the meeting agenda submission, the Contractor shall submit a progress report to the Authority. The Authority may review and comment on the progress report prior to the meeting and the Contractor shall update accordingly.
24	The format of the progress report shall be agreed upon as one of the initial Project tasks upon the Agreement's Effective Date and shall be incorporated by the Contractor into the PMP.

25	The Contractor shall manage, facilitate and conduct the meetings in accordance with the agreed to format.
26	<p>The progress report includes but is not limited to:</p> <ul style="list-style-type: none"> • a summary, outlining progress, status and percentage of Work performed for each task, as compared to planned activities in the Approved Baseline Implementation Schedule. Comments shall be included where appropriate. The summary should be a dashboard-style report and shall identify status of key milestones; • an analysis of all critical path tasks, potential risks associated with the tasks and proposed contingency/work around plans to circumvent or mitigate delays to the Project; • identification of any Approved changes to Approved milestone dates and Approved Baseline Implementation Schedule, clearly noting the details and identifying the Agreement Modification; • a discussion of Schedule compliance and an updated Baseline Implementation Schedule showing current status against the baseline Approved Baseline Implementation Schedule; • a risk log that tracks the status of all outstanding risks that need decision/resolution; • an updated action items list that tracks the status of all outstanding Deliverables, activities and issues that need decision/resolution; • open invoices, if applicable; • a list of Approved and pending change requests (Contractor and Authority -initiated) and their status; • the previous meeting final minutes and • a six (6) week look-ahead schedule.

1.5. Quality Assurance Program

The Contractor shall establish an effective Quality Assurance (QA) program to ensure compliance with the Agreement. This QA program shall detail the process and procedures instituted by the Contractor to ensure the QA program is in place.

27	The Contractor shall establish an effective QA program that ensures adequate quality throughout all areas of Agreement performance.
28	All systems and services under this Agreement, whether performed within the Contractor's facilities or at any other source, shall be managed by the Contractor at all points necessary to ensure conformance to the Requirements of the Agreement.
29	The QA program shall provide for the prevention and early detection of discrepancies and for timely and positive corrective action.

30	The QA program shall include effective Quality Control of purchased services and materials and subcontracted Work.
31	The Contractor shall make evidence of quality conformance readily available to the Authority, and the Authority shall have the right to review and verify the Contractor's compliance to the process. For the Implementation Phase, evidence includes documentation of adherence to testing procedures and achieving expected test results and for the Operations and Maintenance Phase, evidence includes the Monthly Operations Report, results of quality audits and system reports.
32	The Contactor's Quality Assurance Manager shall lead the team of Contractor's staff to meet all the Requirements related to quality and to assure the Authority that the Work of the Contractor is in accordance with the Quality Plan as defined in Section 4.2.1.

1.5.1. Control of Purchase

33	The Contractor shall be responsible for ensuring all systems, supplies, components, developmental tools, assemblies, subassemblies and services procured from Subcontractors, Third-Party Service Providers and Business Partners conform to the Requirements and the Agreement.
34	The Contractor shall establish procedures for the selection of Third-Party Service Providers and Business Partners in accordance with the Agreement. The Contractor shall ensure the Subcontractors, Third-Party Service Providers and Business Partners control the quality of the supplies and services provided.
35	The Contractor shall provide all procurement documents to the Authority upon request.

1.5.2. Visits to Contractor's Facilities

36	The Authority reserves the right to both unannounced and scheduled visits to all Contractor's facilities and all areas of those facilities where Software development/support and services related to the BOS and CSC Operations are performed.
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1.6. Baseline Implementation Schedule and Contract Deliverables Requirements List (CDRL)

The Approved Baseline Implementation Schedule (also referred to as "the Schedule" below) is a comprehensive list of Project milestones, activities and Deliverables, with planned start and finish dates, including a detailed Work Breakdown Structure (WBS) that identifies Project tasks down to the Work package level and the activities required to complete the Work package Deliverables. The Contract Deliverables Requirement List (CDRL) (Section 10) is used with the schedule to track the Project Deliverables.

37	<p>The Contractor shall provide and maintain a detailed Baseline Implementation Schedule in Microsoft Project format (Project 2016 or above and include backward compatibility with earlier versions as required by the Authority) that lists all Project activities, tasks and sub-tasks, and sub-phases including but not limited to:</p> <ul style="list-style-type: none"> • staffing; • key intersection points/dependencies with the ETTM System Contractor: • document development; • any required improvements to data center, CSC and WIC Sites; • fit-out/installation (including communications infrastructure installation) of data center, CSC and WIC facilities; • training; • mobilization; • BOS and operations Go-Live and • all ongoing Project activities throughout the Implementation Phase, such as scheduled meetings and their frequency/periodicity.
38	<p>The Schedule shall include the milestone dates shown in RFP Exhibit C as modified and Approved per the Agreement.</p>
39	<p>The Schedule shall also include coordination activities with the Authority, other contractors, and all Third-Party Service Providers and Business Partners and shall clearly document all coordination tasks.</p>
40	<p>Upon Approval of the Baseline Implementation Schedule by the Authority, the schedule shall become the Approved Baseline Implementation Schedule.</p>
41	<p>The Schedule shall identify all milestones and tasks, starting with the Agreement’s Effective Date through the BOS Acceptance.</p>
42	<p>The Schedule shall be resource loaded, shall include all draft submissions and review cycles and shall include all tasks required of the Authority. All Authority tasks and durations shall be clearly highlighted and differentiated from Contractor tasks.</p>
43	<p>The Schedule shall identify all critical path tasks and shall be used to manage the Project.</p>
44	<p>Once the Baseline Implementation Schedule is Approved, the Contractor shall update progress against the Approved Baseline Implementation Schedule on a monthly basis, showing percent complete for all Project tasks and identifying actual start and finish dates against the Approved Baseline Implementation Schedule.</p>
45	<p>The Contractor shall use the Approved Baseline Implementation Schedule throughout the duration of the Project and shall notify the Authority of any anticipated schedule changes along with a plan for mitigating them, if applicable.</p>

46	The Contractor shall obtain Approval from the Authority for all changes to the Approved Baseline Implementation Schedule. No revisions shall be considered Approved or accepted without this Approval in writing.
47	In parallel and concurrent with the Schedule, the Contractor shall report and track the status of all Contractor Deliverables via a separate CDRL that lists delivery dates (planned and actual), review cycles, workshops (if applicable), comment review meetings and Approval dates.

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2. STAFFING AND KEY PERSONNEL

The Contractor is responsible for maintaining and assigning a sufficient number of competent and qualified professionals to meet the Requirements of the Agreement in accordance with the Approved Baseline Implementation Schedule.

2.1. General Staffing Requirements

48	The Contractor shall provide staff at all times sufficient to meet the Project Requirements.
49	The Contractor shall provide all staff and services to professionally operate the CSC and provide professional customer service in accordance with the procedures and policies documented in the Operations Plan, SOPs, and the Requirements. Staff shall include all management, supervisory, financial, technical, and operations personnel.
50	The Contractor shall ensure Key Personnel are readily accessible to the Authority during the Implementation and Operations and Maintenance Phases.
51	The Contractor shall submit replacement requests for Key Personnel to the Authority for review and Approval prior to replacement of an individual. Key Personnel shall not be replaced without the prior Approval of the Authority as to the replacement.
52	The Authority shall have the right to request replacement of any Contractor personnel in accordance with the terms and conditions of the Agreement.
53	The Contractor shall replace Key Personnel immediately with an acting replacement after the position is empty. Failure to promptly replace open Key Personnel positions with a full-time replacement shall result in penalties as described within the Agreement and/or Performance Measures.
54	The Contractor shall provide a staffing plan for the Operations and Maintenance Phase ninety (90) days before Go-Live.
55	The Contractor shall ensure all personnel are trained and conduct themselves in a professional manner that is based upon the best practices of customer service. The Contractor's employee code of conduct shall be included in the Operations Plan.
56	The Contractor shall provide, update and maintain a complete organizational chart during both the Implementation Phase and Operations and Maintenance Phases and provide to the Authority upon request.

2.2. Key Personnel

57	The Contractor shall provide the following key personnel for this Project, shown Table 2-1: Key Personnel, subject to the Approval of the Authority. The list in Table 2-1 is not an exhaustive list of key personnel, but the minimum required Key Personnel to be included in the Contractor's organizational structure.
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58	The Contractor shall attempt to fill Key Personnel positions with the minimum experience provided in Table 2-1: Key Personnel. The Authority will use the experience levels provided in assessing and Approving Key Personnel.
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Table 2-1: Key Personnel

KEY PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
<p>Project Principal – responsible for the oversight of the Project Manager and a point of contact for any escalated Project issues that cannot be resolved by the Project Manager.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Full-time employee of the Proposer or its parent company for at least one (1) year at the time of Proposal submission • Ten (10) years’ experience in the toll industry • Five (5) years of senior management responsibility for major toll projects • Senior management responsibility for at least one (1) project of \$25 million or more in value 	X	X	As requested by the Authority	As Needed from the Agreement’s Effective Date
<p>Project Manager (Implementation Phase) – shall be Contractor’s Day-to-Day contact person for all Project matters and shall be responsible for the overall management and delivery of the Work.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Five (5) years’ experience as a Project Manager in the toll industry or other related customer service operations environment • Project Manager for at least one (1) Tolling Back Office System Deployment • Project Manager for at least one (1) project of \$10 million or more in value • Project management certification such as PMP is desired 	X		<p>For all status meetings, workshops and reviews</p> <p>100% on-site from the beginning of On-site Installation and Commissioning Testing through BOS Acceptance</p>	100% from Agreement’s Effective Date

KEY PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
<p>Project Manager (Operations and Maintenance Phase) – shall be Contractor’s Day-to-Day contact person for all CSC Operations matters and shall be responsible for the overall management and delivery of the CSC-related Work.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Five (5) years’ experience in the toll industry or other related customer service operations environment • Project Manager for at least one (1) tolling CSC Operation • Project Manager for at least one (1) project of \$10 million or more annually 		X	<p>For all status meetings, workshops and reviews</p> <p>100% on-site from six months prior to Go-Live to End of Agreement</p>	100%
<p>Deputy Project Manager – supports the Project Manager in delivery of the services and stands-in for the Project Manager as needed.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Three (3) years’ experience in the toll industry or other related customer service operations environment • Three (3) years’ experience in project management 	X		<p>For all status meetings, workshops and reviews</p> <p>100% on-site from the beginning of On-site Installation and Commissioning Testing through BOS Acceptance</p>	100% from the Agreement’s Effective Date
<p>Quality Assurance Manager – assures consistent quality throughout the design, development, testing and installation of the BOS and the planning and implementation of the CSC Operations per the Quality Assurance plan. Ensures consistent quality during the Operations and Maintenance Phase per the Quality Assurance plan. Oversees development, implementation</p>	X		<p>For all QA related meetings and workshops and activities.</p> <p>For all formal testing and from Go-Live through BOS Acceptance.</p>	50%

KEY PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
<p>and ongoing management of the Quality Assurance Plan and all other quality related documentation.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Five (5) years as Quality Assurance Manager on projects of a similar scope to the services on this Project • Three (3) years of experience in toll BOS and CSC operations • Two (2) years of experience in Quality Assurance • Specialized training and/or certification in quality management 		X	100%	100%
<p>Software Development Manager – responsible for the Software and database design, integration and implementation, on-going resolution of Software bugs and development of new functionality.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Experience with technical management of a Software development project of a similar scope to this Project • Three (3) years' experience as Software development lead • Eight (8) years' experience in Software development • Served as the Software Development Manager for at least one (1) project of similar scope to the BOS provided on this Project. 	X		<p>For all Software and functionally related meetings and workshops.</p> <p>All formal testing through BOS Acceptance.</p>	100%
		X	<p>For all Software-related functionality, upgrades and enhancements meetings and workshops.</p> <p>For all Software performance and bug related meetings.</p>	As required

KEY PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
<p>Technology Manager – responsible for management of overall BOS design, security (including PCI and PII), network and BOS Implementation.</p> <ul style="list-style-type: none"> Ten (10) years’ experience with system design and implementation Ten (10) years’ experience with systems security for systems which include credit card processing Direct project experience using the proposed solution Experience with BOS design and implementation of a similar scope to the systems provided on this Project 	X		<p>For all BOS design related meetings and workshops and comment resolution meetings.</p> <p>From Go-Live through BOS Acceptance.</p>	50%
		X	<p>For all BOS-related functionality, Upgrades and enhancements meetings and workshops.</p> <p>For all BOS performance related meetings.</p>	As required
<p>Mobilization and Facility Coordination Manager – responsible for the overall planning, implementation and monitoring of the BOS and CSC Operations mobilization, as well as the coordination of all CSC facility design inputs and scheduling.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> Five (5) years’ experience with customer service operations, mobilization and CSC facility design. Has performed similar role in at least one (1) mobilization project of similar scope. 	X		<p>For all facility and mobilization related meetings and workshops and comment resolution meetings</p>	100% during mobilization and through Go-Live until BOS is stable

KEY PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
<p>On-site Installation Manager – responsible for the physical installation and all required testing of the on-site BOS, including all systems installed in Authority’s facilities.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Five (5) years’ experience with technology implementations and installations • Experience with the installation and configuration of systems and networks of a similar scope to the systems provided on this Project 	X		For all BOS installation meetings and workshops	100% during installation and through Go-Live until BOS is stable
<p>On-site Technology and Support Manager – responsible for onsite technical and desktop support of CSC, Authority and Third-Party Service Providers staff.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Five (5) years’ experience with systems, networks and end-user support • Experience with proposed BOS solution 	X		For all BOS support and administration meetings and workshops. 100% from beginning of on-site BOS installation through Go-Live	As required
		X	100%	100%
<p>CSC Operations Manager – responsible for participating in all operations planning and the on-going CSC Operations throughout the Operations and Maintenance Phase.</p> <p>Should meet or exceed the following:</p>	X		For all CSC Operations related meetings and workshops. 100% from a minimum of three (3) months prior to Go-Live	As required

KEY PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
<ul style="list-style-type: none"> Five (5) years' experience with CSC management of a similar scope to this Project Three (3) years' experience in toll industry customer service Three (3) years' experience in collections Experience with multi-channel customer contact center and systems 		X	100%	100%
<p>Violations Processing Manager – responsible for participating in all operations planning and the on-going CSC Operations throughout the Operations and Maintenance Phase.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> Three (3) years' experience with toll violations processing Three (3) years' experience with California tolling statutes 	X		<p>For all CSC Violation Processing and CSC Operations related meetings and workshops.</p> <p>100% from a minimum of three (3) months prior to Go-Live</p>	As required
		X	100%	100%
<p>Finance Manager - ensures the BOS and CSC Operations operates in accordance with Generally Accepted Accounting Principles (GAAP) – shall be a Certified Public Accountant (CPA)</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> Bachelor's degree in accounting or related field Five (5) years of financial and accounting experience, including management or leadership position (e.g. Accounting Manager, Sr. Accountant, Accounting Lead) 	X		<p>For all finance and reconciliation related meetings and workshops.</p> <p>For all formal testing of financial reconciliation and reporting.</p> <p>100% from Go-Live through BOS Acceptance.</p>	As required

KEY PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
<p>overseeing accounting operations in a GAAP compliant, high-volume, transaction/trip processing environment performing revenue management, process audits and similar functions</p> <ul style="list-style-type: none"> • Experience with proposed BOS solution preferred • Ability to package and present quantitative data effectively 		X	100%	100%

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2.3. Other Required Personnel

In addition to the Key Personnel list in Section 2.2, the Contractor must provide adequate staff to perform the Requirements. This includes, but is not limited to, the following dedicated staff:

- Human Resources Manager;
- Training Manager;
- Desktop Support Personnel and
- Data Analyst.

59	The Contractor shall provide a Human Resources Manager, with at least five (5) years' experience as a Human Resource Manager on projects of a similar scope to this Project, responsible for all Project personnel. Responsible for human resources management during the Operations and Maintenance Phase.
60	The Contractor shall provide a Training Manager, with at least five (5) years' experience in customer service, responsible for providing assessments, planning, developing, delivering and evaluating employee training.
61	The Contractor shall provide on-site Desktop Environment and BOS application technical support to all Contractor personnel and Authority Authorized Users at all locations from 7 a.m. to 7 p.m. Monday – Friday, Pacific Time and be on-call and available to come on-site 24x7x365.
62	The Contractor shall provide a data analytics specialist for the duration of the Agreement to assist the Authority in formatting queries and running analytics reports on its behalf.

2.4. Staff Selection Requirements

The Contractor shall screen all candidates for potential employment at the CSC. Screening and the subsequent decision to hire shall be based upon fair, equitable and job-related criteria. Additional screening may be required for the Contractor's Operation's staff prior to promotion or transfer to job roles with increased access to sensitive or critical information.

The level of background investigation required shall be dependent upon job function (for example, a receptionist who has limited access to customer and financial information shall require a lower level of investigation than a clerk in the finance department who may have access to customer and financial information).

63	All Contractor employees shall undergo screening, including but is not limited to:
	<ul style="list-style-type: none"> • business/personal references; • illegal substance screening; • past employment history; • education verification;

	<ul style="list-style-type: none"> • financial credit history;
	<ul style="list-style-type: none"> • professional license and certification verification;
	<ul style="list-style-type: none"> • military service verification;
	<ul style="list-style-type: none"> • criminal records including misdemeanor and felony convictions and
	<ul style="list-style-type: none"> • I-9 immigration status.
64	<p>The Contractor shall comply with all applicable laws and regulations related to Operating and staffing the CSC, including but not limited to:</p> <ul style="list-style-type: none"> • Americans with Disabilities Act (ADA); • Occupational Safety and Health Act (OSHA); • Equal Employment Opportunity Commission (EEOC); • Federal Fair Credit Reporting Act (FCRA); • Drivers Privacy Protection Act - 18 US Code, Section 2721 (DPPA); • California State statute regarding protection of Personal Identifying Information (PII) and • Security Standards.
65	<p>The Contractor, when conducting background investigations, shall consider and take into account the following:</p> <ul style="list-style-type: none"> • name search - married name, previous names, aliases and • investigations must be completed and reviewed by the Contractor prior to the employee beginning work.
66	<p>The Contractor shall maintain hardcopy and electronic, as applicable, backup documentation on-site for all background checks.</p>
67	<p>The Contractor shall maintain records of adjudication and hiring decisions on each candidate interviewed or considered for a position.</p>
68	<p>All staff shall understand, read, write and speak English fluently and shall be U.S. citizens or otherwise legally permitted to work in the U.S.</p>
69	<p>The Contractor shall provide for bilingual (Spanish) customer service staff to support Spanish-speaking customers who call or visit during all business hours.</p>

3. SYSTEM DEVELOPMENT AND DESIGN REQUIREMENTS

3.1. System Development Meetings and Workshops

To ensure the design Requirements for the BOS are fully understood by the Authority and the Contractor, a series of Requirements and design review steps are specified following a sequential design process. The Conformed Statement of Work and Requirements Document (CSWRD) is developed in coordination with the Authority and the Contractor, upon selection of the Contractor. The CSWRD shall be the basis for the Contractor to develop a Requirements Traceability Matrix (RTM). The RTM details the Requirements in tabular format with columns that allow for verification that each of the Requirements in the CSWRD have been addressed in the design and documented in the System Detailed Design Document (SDDD) and the Master Test Plan (MTP) and its test procedures. The RTM shall be the basis for all design, development and testing efforts and documentation to be developed by the Contractor.

The ETTM System Contractor shall attend meetings and workshops as required and at the Authority's discretion based on the meeting content.

70	The Contractor shall establish and maintain a Software design and development program to ensure compliance with the BOS Requirements.
71	The Contractor shall employ appropriate techniques and methodologies to develop the BOS Requirements and ensure compliance with the Business Rules for the Project.
72	The Contractor shall, for all Phase II and Optional (if applicable) functionality, follow the design, development and test process that mimics the Approved Implementation Phase Software design, development and testing process.
73	Prior to conducting any workshops, Requirements reviews, focus group meetings or design reviews, the Contractor shall develop all necessary documentation for the Authority to review and shall submit the documentation for review no less than ten (10) Business Days prior to such meetings.

3.2. Business Rules Workshops

The Contractor shall conduct a series of Business Rules workshops with the Authority to address the Business Rules document with any information required by the Contractor to design, develop and configure the BOS or operations related documentation and processes.

74	The Contractor shall manage, facilitate and conduct Business Rules review workshops with the Authority to discuss, update and modify the Business Rules to accommodate the Implementation of the BOS and CSC Operations.
75	The Business Rules review workshops shall include Contractor and Authority staff with expertise on the current and future business operations.
76	The Contractor shall facilitate and conduct a minimum of three Business Rules workshops.
77	The workshops shall continue until the Business Rules are updated to the satisfaction of both the Contractor and the Authority.

3.3. Software Walkthroughs

The intent of the Software walkthrough is to provide transparency into the planning process for the Contractor’s Software development to ensure the Contractor is on track to deliver the Project on schedule and to obtain the Authority’s feedback on the direction of the development prior to the full rollout of the Software. Lastly it allows the Authority to observe the BOS in operation. Unlike Software detailed design reviews, these walkthroughs shall demonstrate actual transactions/trips in a test environment. As part of the walkthrough process, the Contractor shall validate all Requirements and ensure Contractor’s understanding of the Requirements.

78	The Contractor shall manage, facilitate and conduct the walkthroughs.
79	The Contractor shall conduct a series of Software walkthroughs including product demonstrations and/or planned functionality to solicit input from the Authority during the development of the BOS Software. The Contractor will segment each meeting by functional area and schedule each walkthrough meeting to align with the participants’ availability.
80	Prior to the Software walkthrough the Contractor shall provide a listing of the functionality that will be covered, high-level use cases to be demonstrated and identify all Requirements that need clarification and discussion.
81	During the Software walkthroughs, the Contractor shall outline and demonstrate how the BOS Requirements will be met. The outcome of these meetings shall be documented in a revised RTM document.
82	Prior to the Software walkthrough, the Contractor shall develop and submit high-level use cases that shall be demonstrated to the Authority for review and Approval.
83	To the extent possible, the product shall be demonstrated in an environment that allows data to flow as it will in the final integrated BOS.
84	The Software walkthrough shall demonstrate to the Authority that the Software design meets the technical and functional Requirements.
85	Comments and feedback provided during the Software walkthrough shall be documented and resolved by the Contractor and the resolution shall be Approved by the Authority.
86	The Contractor shall be responsible for identifying and correcting any Software issues or defects in its design or product that impact the Contractor’s ability to deliver a BOS that meets the Requirements. This shall apply to issues or defects found during or after Software walkthrough or in the subsequent testing and implementation. Any such changes to address these issues shall be Approved by the Authority in writing.

3.4. Reports Design Workshops

The Contractor shall conduct a series of workshops with the Authority to facilitate the design of the BOS reports required by the Authority.

87	The Contractor shall manage, facilitate and conduct a minimum of three (3) reports design workshops.
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88	The reports design process shall be iterative, and the Contractor shall conduct multiple workshops with the Authority’s stakeholders sufficient to obtain the Authority’s informed input. The Contractor shall bring its subject matter experts (SMEs) to the workshops, including as example, BOS, operations, maintenance and finance/accounting staff, as appropriate for the report type(s) being reviewed during the meeting.
89	SMEs must provide a means for fully explaining each report, its intended purpose, columns, fields and components and its connection with other reconciling and validating reports.
90	The Contractor shall trace the reports to the Requirements and demonstrate that all Requirements are satisfied.
91	Upon receiving feedback from the Authority, the Contractor shall develop/modify the reports and submit the updated reports for review.
92	The iterative series of workshops and demonstrations shall continue until the purpose, layout and content of all reports are Approved by the Authority.

3.5. Performance Measures Reporting Workshops

The Contractor shall conduct a series of workshops with the Authority to facilitate the design of the Performance Measures reports.

93	Within the first three (3) months after the Agreement’s Effective Date or at another date Approved by the Authority, subject to reasonable advance notice, the Contractor shall conduct a series of Performance Measures reporting workshops with the Authority. This will allow the Contractor and the Authority to understand how the Performance Measures-related data will be captured and reported once the Operations and Maintenance Phase has commenced. During these workshops, the Contractor and the Authority shall discuss the Performance Measures and the associated reporting. These workshops shall allow the Contractor to specify and gain initial Approval (subject to formal testing) on how the Performance Measures-related data will be captured and to accurately reported during the Operations and Maintenance Phase.
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3.6. System Detailed Design Review Meetings and Workshops

Based on the RTM, Operations Plan, SOPs and Business Rules documents, the Contractor shall design the BOS and submit a preliminary design document for the Authority to review and provide comments. The Contractor shall then conduct a series of design meetings, walk-throughs and workshops with the Authority to address the comments and to create the SDDD, defining how the design shall meet the BOS Requirements. Upon the submittal of an updated SDDD another review cycle shall take place.

94	The Business Rules document, Operations Plan, SOPs, and the RTM shall be used to develop the System design and the SDDD.
95	The Contractor shall schedule design meetings with the Authority to review and fully understand the design Requirements.
96	The Contractor shall manage, facilitate and conduct the workshops and meetings.

97	The Contractor shall demonstrate pre-production working products (such as beta versions) during the design review process, and stakeholders shall be walked through the workflow, utilizing screens and data flow diagrams.
98	The Contractor shall explain how the BOS design meets the RTM, the Business Rules and the Agreement Requirements.
99	The Contractor shall conduct as many meetings, workshops, and submission review cycles as deemed necessary by the Authority to address all design issues to the Authority's satisfaction.

3.7. Use Cases Workshops

The Contractor shall conduct a series of use-case workshops with the Authority to develop use cases. The outcome of these meetings shall be a series of use-case documents that shall be used in conjunction with the Business Rules and test procedures to validate the Requirements.

100	The Contractor shall manage, facilitate and conduct a minimum of three (3) use-case workshops with the Authority to develop the use cases that shall be used in conjunction with test procedures to validate that all BOS Requirements have been met.
101	The use-cases (and associated test-cases) shall be traced against the Requirements within the RTM.
102	The iterative series of workshops and demonstrations shall continue until the above use-case Requirements are satisfied and the use cases are Approved by the Authority.

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4. DOCUMENTATION

The Contractor is required to provide various documents to support the BOS development and ongoing operations and Maintenance. All documentation provided under this Agreement shall meet the Requirements described below.

An online Contractor-provided Electronic Document Management System (EDMS) will be provided for the Authority's use. The EDMS will control the saving, versioning and storage of all Project-related documents, including the Contractor's Deliverables and other operations support documentation provided by the Contractor that must be available to the Project team. The Contractor shall save all Contractor Deliverables and other support documentation to the EDMS.

4.1. Contractor-Developed Documentation Requirements

103	The Contractor shall utilize a Contractor-provided EDMS that is accessible to the Project team by username and password, to control all Project-related documents from first submission to Approval.
104	All Project documents submitted under this Agreement shall be available to all authorized Project team members using the EDMS during both the Implementation and Operations and Maintenance Phases.
105	Each document shall be properly titled, date updated, numbered by revision, revision history, and version and shall incorporate signature blocks for authorship and Approvals. The Contractor shall provide a logical indexing system for ease of access for the Authority's Approval to be used to locate documents in the EDMS.
106	The Contractor shall utilize acceptable standards agreed upon by the Contractor and the Authority when updating documents and submitting revisions.
107	All documentation submitted by the Contractor under this Agreement shall be accurate and comply with Agreement Requirements.
108	A table of contents, for all documentation that includes multiple pages and/or multiple sections, shall be submitted by the Contractor to the Authority for review and comment prior to the submission of the preliminary draft as part of the Deliverables Expectation Document. The Authority will review and provide comment on table of contents Submittals within five (5) Business Days.
109	The Deliverables Expectation Document shall include all subsections and a summary narrative for each section describing the assumptions and approach.
110	The Contractor shall submit preliminary draft and final draft documents to the Authority for review and comment, followed by 100 percent complete documents that incorporate all the Authority's review comments.
111	The Authority shall have the right to require additional interim drafts from the Contractor at no additional cost should the documentation submitted not be of adequate quality, have missing or incorrect information or if it does not satisfactorily address the Authority's review comments.

112	The Authority shall review and Approve all documents submitted. For documents containing less than 100 pages, the Authority will review and provide comment on preliminary draft documents within fifteen (15) Business Days. For documents containing at least 100 pages, the Authority will review and provide comment on preliminary draft documents within twenty-five (25) Business Days. The Authority shall review and provide comment on all final draft and final documents within ten (10) Business Days. When multiple documents are submitted to the Authority simultaneously, or within one week of each other, the number of Business Days required for review shall be doubled.
113	The Contractor shall provide a Customer Review Form (CRF) with each submitted document. The Authority shall populate the CRF and provide the Contractor with written comments on all submitted documents. The Contractor shall respond in writing to all comments through the CRF. The Contractor may schedule and conduct meetings to clarify and resolve any remaining questions and issues concerning the comments and responses provided. The Contractor shall then prepare a revised version of the document for Approval by the Authority.
114	The Contractor shall submit a hard copy and the electronic version of all Contractor developed documentation for Authority review and Approval unless otherwise directed by the Authority. Acceptable electronic formats are Microsoft Word 2016 (or higher), unsecured and indexed Portable Document Format (PDF), Excel (as appropriate) and professional CAD applications for Contractor-prepared documentation.
115	The Contractor shall update documentation as changes occur through the Implementation Phase and the Operations and Maintenance Phase. All changes shall be submitted to the Authority for Approval. The Contractor shall maintain a document Submittals list on the EDMS identifying all versions of documents, the date submitted, the nature of changes and identify what the changes are within the documentation.
116	All documentation submitted by the Contractor under this Agreement shall be the property of the Authority and shall not be marked with "Proprietary" unless agreed to by the Authority.

4.2. Documents

4.2.1. Quality Plan

The Quality Plan will include details about how the Contractor will plan and implement the QA program, how to address errors (quality-related events) and how to make improvements before an error occurs (continuous quality improvement). The Quality Plan will address all phases and Work.

117	The Contractor shall develop a CSC Operations Quality Plan that details the Contractor's QA program in a concise manner customized to this Project.
118	The Quality Plan shall include the Contractor's QA approach related to overall project management and controls, including but not limited to: <ul style="list-style-type: none"> • quality management and organizational structure; • project management; • project controls;

	<ul style="list-style-type: none"> • project documentation and updates and
	<ul style="list-style-type: none"> • project scheduling.
119	<p>The Quality Plan shall include the Contractor’s QA approach related to BOS design and development, operation, Software maintenance and BOS administration, including but not limited to:</p>
	<ul style="list-style-type: none"> • overall design;
	<ul style="list-style-type: none"> • Software development, initial and on-going;
	<ul style="list-style-type: none"> • Software development standards and documentation;
	<ul style="list-style-type: none"> • testing;
	<ul style="list-style-type: none"> • adherence to Security Standards;
	<ul style="list-style-type: none"> • installation;
	<ul style="list-style-type: none"> • quality management of all BOS created customer communications and Notifications;
	<ul style="list-style-type: none"> • adherence to Performance Measures;
	<ul style="list-style-type: none"> • configuration management;
	<ul style="list-style-type: none"> • change management;
	<ul style="list-style-type: none"> • monitoring and administration and
	<ul style="list-style-type: none"> • BOS installation and operational mobilization.
120	<p>The Quality Plan shall include the Contractor’s QA approach related to CSC Operations, including but not limited to:</p>
	<ul style="list-style-type: none"> • quality management of every CSC Operations function;
	<ul style="list-style-type: none"> • ongoing Customer Satisfaction Surveying and how the tool and information will be used;
	<ul style="list-style-type: none"> • customer service quality improvements;
	<ul style="list-style-type: none"> • adherence to Security Standards;
	<ul style="list-style-type: none"> • quality management and organizational structure;
	<ul style="list-style-type: none"> • quality management documentation;
	<ul style="list-style-type: none"> • Contractor’s quarterly audit;
	<ul style="list-style-type: none"> • all State and Federal audits per the Agreement;
	<ul style="list-style-type: none"> • all required and Authority led audits;
	<ul style="list-style-type: none"> • quality review and verification;

	<ul style="list-style-type: none"> • adherence to Performance Measures and
	<ul style="list-style-type: none"> • CSC initial and on-going staffing.

4.2.2. Software Development Plan

121	<p>The Contractor shall develop and submit a Software Development Plan (SDP) that includes but is not limited to:</p> <ul style="list-style-type: none"> • documentation of the Software development approach to the application structure, behavior, architecture, business processes and data structures; • Software development organizational chart, including resources and responsibilities, such as Software developers (by area of development), system engineers, test engineers, Quality Assurance and Quality Control personnel, configuration management administrator, documentation specialists and management staff; • Software development languages, development platforms and standards; • Software development methodology, such as use cases, modeling and other development tools; • management and control of Software versioning and major releases; • description of the Software development life-cycle and maintenance; • location and approach to segregation of development and testing environments; • development problem reporting and defect tracking; • code reviews; • internal testing methodology; • regression testing; • Software development language strategy related to both development and Software maintenance; • development and integration approach for the major functional Modules; • detailed Software Quality Control processes; • Software documentation, standardization, review and usability; • samples of detailed Software documentation for both external and in-line documentation; • Software configuration and change management approach and standards and • Software deployment approach, release notes and validation.
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4.2.3. Requirements Traceability Matrix

The RTM provides traceability between Requirements and BOS functionality in a matrix format. The RTM shall be the basis for all design, development and testing efforts and documentation to be developed by the Contractor.

122	Upon completion of the BOS Requirements review process the Contractor shall deliver a RTM that details all the technical and functional Requirements for the BOS.
123	The Contractor shall develop and submit an RTM that identifies each Requirement and where it is addressed in the design documents, use cases and test cases, including but not limited to: <ul style="list-style-type: none"> • listing and multiple levels of categorization (e.g., functional, Interfaces, Modules, etc.) of all Requirements; • identification of the source of all Requirements; • identification of the design section of the SDDD that addresses the Requirement; • identification of the test procedures that address the Requirement; • Identification of the test method to validate the Requirement (e.g., via inspection, demonstration, analysis, test) and • identification of the Business Rules associated with each Requirement.
124	The RTM shall build on the specifications documented in the CSWRD and shall capture all user needs identified during the Requirements review process.
125	During the design and development of the BOS, the Contractor shall update the RTM to reflect any changes to the Requirements and Requirements tracing that have been Approved by the Authority through the Project's change control management process.
126	During design and testing, the RTM shall be used to verify the compliance to the Requirements, use cases and test cases.
127	Upon Approval of the RTM, it shall be the basis for functional verification of design, development and testing.

4.2.4. System Detailed Design Document (SDDD)

128	The Contractor shall develop and submit an SDDD that describes the design specifications of all Hardware and Software provided as part of the BOS to meet the Approved Agreement Requirements. The SDDD shall demonstrate that the Contractor understands the functional, technical and Performance Measures of the BOS and has the processes, system and Software design in place to provide a high-quality and reliable product that meets the Requirements.
129	The SDDD shall be written in accordance with the Quality Plan as defined in Section 4.2.1.

130	The SDDD shall comply with data retention Requirements set forth in the Security Standards and Section 4.2.17 Records.
131	The SDDD shall include the use of diagrams, figures and tables, and it shall apply to all required environments, Contractor-provided systems, and Software to be used by the Contractor, all Interfaces and all Third-Party Service Providers and Business Partners.
132	The Contractor shall work with the Authority's marketing department in developing the Self-Service website navigation and look and feel.
133	<p>The SDDD shall include but not be limited to:</p> <ul style="list-style-type: none"> • logical BOS diagrams for all environments that identify all subsystems, components, connections and Interfaces; • physical BOS architecture diagrams for all environments that identify all sites, equipment and network layout diagrams; • telephony, IVR and ACD system flow diagrams, including call routing options; • high system availability design for all BOS components, including servers, storage, network, database and application; • detailed desktop computer Hardware, Software and peripheral configurations; • access/identity security methodology; • network sizing and design details including IP scheme; • complete bill of materials, including Hardware, Software and support/maintenance agreements; • specification sheets for all equipment including space and power requirements; • Disaster Recovery and Business Continuity design, including network impacts; • detailed database design, schema and entity relationship modeling, including transaction and file sizing and processing calculations; • detailed database data dictionary; • detailed data management design and processes, including summarizations, archiving and purging; • all documentation required under PCI and PII and to document conformance with the Security Standards; • Interface Control Documents (ICDs) for all external Interfaces and file upload functionality documenting both sides of the Interface; • detailed Software architecture, internal software component interfaces, logic and process flows; • detailed transactional and Violation processing logic and flow;

	<ul style="list-style-type: none"> • detailed financial processing logic and flow, including interface and mapping to the Authority’s financial applications;
	<ul style="list-style-type: none"> • Self-Service Mobile Application (Phase II and optional) flow diagram;
	<ul style="list-style-type: none"> • Self-Service Website site map;
	<ul style="list-style-type: none"> • application performance monitoring design;
	<ul style="list-style-type: none"> • all GUIs (including reports and screen formats);
	<ul style="list-style-type: none"> • format of all correspondence for all channels and
	<ul style="list-style-type: none"> • account management design and account types.

4.2.5. Master Test Plan (MTP)

The Contractor shall develop and submit a comprehensive testing plan that describes the different test phases, the Contractor’s testing concepts and approach and the administration of each test. The Master Test Plan (MTP) outlines the scope and testing concepts to be used to validate the BOS compliance to the Requirements, including integration to the ETTM System, external entities and Interoperable Agencies, and compliance to all Business Rules and Security Standards.

134	The Contractor shall provide an MTP for the Authority’s Approval that details the testing methodology utilized by the Contractor to demonstrate the BOS satisfies all Requirements.
135	<p>The MTP shall cover all aspects of the BOS testing and shall describe all test phases, scope and procedures to validate the BOS compliance to the Requirements, including but not limited to:</p> <ul style="list-style-type: none"> • overall approach to testing, including tools and automation; • approach to using use cases and test cases to validate all Requirements; • approach to entry and exit criteria; • approach/methodology to pass/fail criteria; • approach to the severity and priority descriptions and levels for each test; • approach to defect tracking; reported; resolution, and regression testing, including tools used to document defects; • approach for each test phase including purpose, scope, system environment, duration location, and resources; • methodology for testing the Requirements and sample size for each phase of testing; • approach for how data sets for each test are created including data needed to simulate logical days and cycles; • approach to validating BOS Requirements through the testing methodology;

	<ul style="list-style-type: none"> • approach to validating Performance Measures;
	<ul style="list-style-type: none"> • approach to validating all reporting Requirements;
	<ul style="list-style-type: none"> • approach to end-to-end testing, validation and reconciliation;
	<ul style="list-style-type: none"> • approach to validating BOS monitoring, logging, access, Performance Management and Monitoring System (PMMS) Requirements;
	<ul style="list-style-type: none"> • approach to testing, compliance to standards, correction of defects and Software release;
	<ul style="list-style-type: none"> • end-to-end testing to ensure processes, transactions/trips and their interaction are tested through their final stages or disposition;
	<ul style="list-style-type: none"> • Interface testing to ETTM System, Interoperable Agencies and Third-Party Service Providers and Business Partners;
	<ul style="list-style-type: none"> • Security Standards;
	<ul style="list-style-type: none"> • financial activity and reconciliation;
	<ul style="list-style-type: none"> • redundancy/failover aspects;
	<ul style="list-style-type: none"> • DR aspects and
	<ul style="list-style-type: none"> • cross-channel testing to ensure testing is not only performed for each Interface (such as, Self-Service Website, Self-Service Mobile Application (Phase II and optional), and IVR) individually, but also that testing is performed across each Interface to ensure consistent presentation and processing.

4.2.6. Individual Test Plan and Test Procedures

The Contractor shall develop and submit individual test plans that describe the required test phases, the Contractor’s testing concepts and approach for the administration of each test defined later in these Requirements. The individual test plans will provide detailed documentation of the individual testing plan and procedures.

136	<p>The Contractor shall provide a separate detailed test plan for the Authority’s Approval for each testing phase outlined in the Requirements and MTP, including:</p> <ul style="list-style-type: none"> • Unit Test Plan; • System Integration Test Plan; • User Acceptance Test Plan; • On-site Installation and Commissioning Test Plan and • Operational and Acceptance Test Plan.
	<p>The Contractor shall provide a detailed test plan, including but not limited to:</p>

137	• test agenda including location, dates, meetings, testers, observers and attendees;
	• test scripts for manual and automated tests;
	• detailed use cases and test cases mapped to the RTM for all testing;
	• test entry and exit criteria;
	• test preparation;
	• description of process for ensuring quality of testing and documentation;
	• test data creation process and
	• description of the environment used and Software versioning.
138	The Contractor shall provide use cases and test cases for Authority Approval for each testing phase outlined in the RTM, including but not limited to:
	• use case/test case ID;
	• use case/test case description;
	• mapped Requirements and Business Rules;
	• assumptions:
	• test data (variables and their values);
	• steps to be executed;
	• expected results;
	• pass/fail criteria;
	• space to document actual results and
	• space for comments.

4.2.7. Implementation Plan and Related Documentation

The Contractor shall develop and submit an Implementation Plan and related documentation that identifies its approach that covers the major elements of the implementation, including coordination with the Authority’s ETTM System Contractor, Third-Party Service Providers and Business Partners and others.

139	The Contractor shall develop and submit the Implementation Plan that documents all implementation related activities for the Project for Authority’s review in accordance with the Approved Baseline Implementation Schedule.
140	The Implementation Plan shall define all elements of implementation, including but not limited to:

	<ul style="list-style-type: none"> the detailed implementation schedule, detailing all activities for the implementation of the BOS, including coordination with ETTM System Contractor, Third-Party Service Providers and Business Partners and others as required. Once the implementation schedule is Approved by the Authority, the Contractor shall submit to the Authority updates during the implementation period(s) identifying any proposed implementation schedule changes and Work progress in the form of percentage completions;
	<ul style="list-style-type: none"> resource allocation Requirements for all implementation period(s);
	<ul style="list-style-type: none"> procurement and installation of the communications network;
	<ul style="list-style-type: none"> Quality Control, Quality Assurance, inspection and testing processes;
	<ul style="list-style-type: none"> special or unique implementation Requirements;
	<ul style="list-style-type: none"> an organization chart with contact information, roles and responsibilities and includes ETTM System Contractor, Third-Party Service Providers and Business Partners and others as required and
	<ul style="list-style-type: none"> Go-Live checklist.
141	The Contractor shall develop and submit to the Authority a full size (24" by 36") set of drawings with installation notes, providing sufficient and accurate detail of all systems and network layouts at all facilities that have BOS equipment.

4.2.8. Disaster Recovery Plan

The Disaster Recovery Plan (DRP) is a comprehensive, documented statement of actions to be taken before, during and after a disaster to protect and recover the information technology data, assets and facilities of the BOS.

142	The Contractor shall develop, test, and submit a Disaster Recovery Plan (DRP) and subsequent Disaster Recovery procedures that describe the approach, as well as procedures to take place in the event of a disaster for the BOS.
143	<p>The DRP shall document the Contractor’s approach to and planning for recovering from a disaster, including but not limited to:</p> <ul style="list-style-type: none"> define what constitutes disaster, associated risks and severity levels and timeframes to address (e.g., earthquake, flood, electrical outage, general loss of access to building, etc.); mitigation of disaster risks; preparations in the event of a disaster; organization chart illustrating Disaster Recovery team members, roles and responsibilities; notification contact list, including contact information;

	<ul style="list-style-type: none"> • notification protocol;
	<ul style="list-style-type: none"> • sites and equipment for Disaster Recovery, presented in a diagram format;
	<ul style="list-style-type: none"> • Disaster Recovery process initiation and completion checklist;
	<ul style="list-style-type: none"> • coordination with the ETTM System Contractor and all Third-Party Service Providers and Business Partners;
	<ul style="list-style-type: none"> • Software, system and data replication processes;
	<ul style="list-style-type: none"> • detailed logistical processes for activation of Disaster Recovery site and systems;
	<ul style="list-style-type: none"> • detailed technical processes for activation of Disaster Recovery site and systems;
	<ul style="list-style-type: none"> • detailed operational functions for activation of Disaster Recovery site and
	<ul style="list-style-type: none"> • detailed technical processes for reactivation of primary site (or moving to a new primary site if the original primary site is destroyed) for systems and coordination with Authority's operations.
144	<p>The DR shall include the following BOS information, including but not be limited to:</p> <ul style="list-style-type: none"> • Recovery Point Objective (RPO): maximum acceptable amount of data loss for all critical BOS services after an unplanned data-loss incident; • Recovery Time Objective (RTO): maximum acceptable amount of time for restoring a critical BOS services and regaining access to data after an unplanned disruption; • Level of Service (LOS): the combination of throughput and functionality required to sustain BOS business operations and • detailed description of how site and BOS security shall be maintained to ensure continued compliance with the Security Standards.
145	<p>The DRP shall be tested and updated by the Contractor annually.</p>

4.2.9. Business Continuity Plan

The Business Continuity Plan (BCP) is a comprehensive, documented statement of strategy, as well as the planning, actions and processes that allows the Authority to continue BOS and CSC Operations after experiencing a disruptive event.

146	<p>The Contractor shall develop, test, and submit a Business Continuity Plan (BCP) that details the Contractor's approach to accommodating the staffing capabilities, furnishings, equipment, systems, network, applications and data components required to ensure the continuity and resumption and continuity of critical BOS processes.</p>
147	<p>The Contractor shall be responsible for providing a high-level plan for restoring CSC Operations in the event that facilities become unavailable; however, the plan shall not result in any costs to the Authority for pre-staging of equipment and personnel.</p>

148	The Contractor shall be responsible for providing a detailed plan for restoring CSC Operations in the event that all or part of the CSC staff are directed by the Contractor or the Authority to work-at-home. For example, during an event similar to the COVID-19 outbreak.
149	Changes to the operations BCP shall be reflected in the BCP within thirty (30) Calendar Days of Approval. The Contractor shall distribute, train and educate the operations staff on the BCP.

4.2.10. BOS Installation Plan

The BOS Installation Plan will be used by the Contractor to successfully install and prepare the BOS for testing and eventual Go-Live.

150	The Contractor shall coordinate with the Authority, Third-Party Service Providers and Business Partners, and the ETTM System Contractor to develop and provide a detailed BOS Installation Plan, subject to Approval by the Authority that identifies all aspects of BOS installation and start-up of all activities and systems associated with the testing and implementation of the BOS in accordance with the Security Standards.
151	<p>The BOS Installation Plan shall incorporate all aspects of the BOS installation, start-up and Go-Live, including but not limited to:</p> <ul style="list-style-type: none"> • approach to installing the BOS, including network equipment; CSC equipment and Desktop Environments; • communication procedures; • BOS licensing; • website static content; • phone numbers; • BOS access control; • network addresses; • mapping of all start-up activities; • approach to compliance with Security Standards during installation and testing; • coordination and Interface testing and start-up activities required with the ETTM System Contractor, and Third-Party Service Providers and Business Partners; • approach to achieving Commencement of Ramp-up/Customer Services; • acquisition and implementation of domain names and URLs; • installation team organizational structure, roles and responsibilities and • other activities required for the Go-Live from a system standpoint.

152	<p>The BOS Installation Plan shall describe the approach to testing support, including but not limited to:</p> <ul style="list-style-type: none"> • approach to the iterative and repetitive testing phases; • within each testing phase the approach to resetting account balances, advancing aging and other system administration activities necessary to support repetitive testing and • within each testing phase the approach to establishing required Interfaces.
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4.2.11. CSC Operations and Facility Mobilization Plan

The CSC Operations and Facility Mobilization Plan shall be developed by the Contractor and shall include an explanation of how the Contractor will manage CSC and CSC facility mobilization.

153	<p>The Contractor shall coordinate with the Authority to develop a detailed CSC Operations and Facility Mobilization Plan that identifies and plans for all activities, data and Authority-owned materials associated with the mobilization of the CSC, as well as all aspects of design and coordination of the CSC and WIC facility.</p>
154	<p>The CSC Operations and Facility Mobilization Plan shall include how the Contractor will stage new operations for testing and Go-Live.</p>
155	<p>The CSC Operations and Facility Mobilization Plan shall address how and where the Contractor will train the staff without disrupting current operations.</p>
156	<p>The CSC Operations and Facility Mobilization Plan shall incorporate all aspects of the CSC Mobilization, including but not limited to:</p> <ul style="list-style-type: none"> • pre-Go-Live account creation and transponder delivery; • transponder inventory; • Violation work; • all printed customer collateral; • hardcopy documentation; • softcopy information owned by the Authority; • mobilization of CSC facilities; • post office boxes; • Postage meters; • phone numbers; • staffing for testing; • staffing for initial pre-Go-Live marketing period;

	<ul style="list-style-type: none"> • staffing for initial Go-Live;
	<ul style="list-style-type: none"> • security personnel as required by Contractor;
	<ul style="list-style-type: none"> • administration of CCTV Surveillance and physical security systems;
	<ul style="list-style-type: none"> • service contracts;
	<ul style="list-style-type: none"> • training and
	<ul style="list-style-type: none"> • Go-Live activities.
157	The CSC Operations and Facility Mobilization Plan shall include a mobilization and facility mobilization and occupancy schedule.
158	The CSC Operations and Facility Mobilization Plan shall be submitted for Approval by the Authority as a part of the Operations Plan in accordance with the Approved Baseline Implementation Schedule.

4.2.12. End of Agreement Transition Plan

The End of Agreement Transition Plan shall address how the Contractor will support the Authority and the Contractor’s successor to facilitate a seamless transition upon termination or expiration of the Agreement.

159	The Contractor shall develop a detailed End of Agreement Transition Plan that identifies the transition of all activities and Authority -owned materials and data associated with the Operation of the CSC at the end of the Agreement.
160	The End of Agreement Transition Plan shall incorporate all aspects of the transition, including but not limited to:
	<ul style="list-style-type: none"> • customer service, billing and violation work in progress;
	<ul style="list-style-type: none"> • accounts and violations in collections;
	<ul style="list-style-type: none"> • Merchant Services Provider activities;
	<ul style="list-style-type: none"> • transponder inventory;
	<ul style="list-style-type: none"> • all printed customer collateral;
	<ul style="list-style-type: none"> • all supplies and consumables on hand;
	<ul style="list-style-type: none"> • hardcopy documentation;
	<ul style="list-style-type: none"> • softcopy information owned by the Authority;
	<ul style="list-style-type: none"> • CSCs;
	<ul style="list-style-type: none"> • staffing;

	<ul style="list-style-type: none"> • training and • Contractor orderly shutdown of non-transitioned items, facilities and services.
161	The End of Agreement Transition Plan shall be submitted for Approval by the Authority as a part of the Operations Plan in accordance with the Approved Baseline Implementation Schedule.
162	The End of Agreement Transition Plan shall be updated and submitted for Approval by the Authority every two (2) years over the term of the Agreement.

4.2.13. Operations Plan

The Operations Plan is a comprehensive source of information about how the CSC will be managed and operated.

163	<p>The Contractor shall develop and maintain a comprehensive Operations Plan that details all aspects of the Operation of the CSC, including but not limited to:</p> <ul style="list-style-type: none"> • a description of each department/functional area and providing sufficient detail for the Authority to understand the functions and responsibilities of each department and how it will be staffed, managed and operated; • all the Authority’s Business Rules and policies related to the CSC Operations; • account Terms and Conditions; • detailed SOPs required to operate the CSC; • customer data privacy policy; • data and physical security including periodic access audit and reporting; • human resources and staffing policies and procedures; • background check processes; • employee code of conduct; • Authority’s Holidays and hours of operation, including the CSC and other CSC facilities, if applicable; • detailed scripts for common customer interactions; • copies of each form, spreadsheet, manual tracking sheet, report, letter, email copy, and text copy (BOS and non-BOS generated) which the Contractor will utilize in the operation of the CSC; • Quality Control and verification procedures to ensure operations meet the Performance Measures; • operations monitoring to ensure compliance with Requirements;
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	<ul style="list-style-type: none"> • a description of how the Contractor will communicate with the Authority pertaining to day-to-day operations and general issues and problems, including but not limited to: Case management, correspondence management, escalation procedures, Document control, and Submittals procedures;
	<ul style="list-style-type: none"> • a description of how the Contractor will communicate with the Authority and Interoperable Agencies in handling customer disputes, dismissals, payments and reconciliation;
	<ul style="list-style-type: none"> • detailed structure and schedule for monthly maintenance and operations meetings with the ETTM System Contractor and the Authority (separate meetings or combined at Authority's discretion);
	<ul style="list-style-type: none"> • emergency response management procedures, including a detailed description of how the Contractor will communicate and respond to emergency conditions and
	<ul style="list-style-type: none"> • processes and procedures instituted to ensure high customer satisfaction including the details of the Customer Satisfaction Survey Provider and program that will be used to monitor customer satisfaction with the CSC.
164	The Contractor shall provide updates and changes to the Authority no less than annually for Approval and incorporation into the Operations Plan. The Operations Plan shall be a living Document and as such, shall be updated and reviewed/Approved by the Authority whenever changes are made to any element of the operations covered in the Operations Plan.
165	The Contractor shall publish a full revision of the Operations Plan no less than annually.
166	The Operations Plan shall be submitted for Approval by the Authority in accordance with the Approved Baseline Implementation Schedule.

4.2.14. Standard Operations Procedures (SOPs)

167	The Contractor shall develop and maintain the SOPs. The SOPs shall use detailed narratives and process flow diagrams in providing step-by-step procedures for every task the Contractor performs. The SOPs shall detail both manual and BOS-aided steps and procedures.
168	Approved, new policies, procedures and changes to existing policies and procedures shall be updated in the SOPs quarterly. The Contractor shall distribute, train and educate the operations staff and the Authority in accordance with the SOPs.
169	The SOPs shall be submitted for Approval by the Authority as a part of the Operations Plan.

4.2.15. Staffing and Human Resources Management Plan

The Staffing and Human Resources Management Plan defines the required human resources needed to meet all of the Requirements for the CSC. It details the selection and assignment of an operations team. It describes how the staff will be recruited, vetted, trained, compensated, evaluated,

disciplined, and terminated. The Staffing and Human Resources Management Plan shall identify the appropriate skill sets and labor to manage the Work and to perform the tasks that produce the specified Deliverables, customer service and performance. It also shall provide for any additional non-labor resources such as tools, equipment, or processes used by the operations team.

170	The Contractor shall develop a Staffing and Human Resources Management Plan that includes details of the Contractor’s staffing program.
171	The Staffing and Human Resources Management Plan shall include a hiring/assignment schedule for anticipated resource Requirements for the duration of the Project.
172	<p>The Contractor shall develop and provide an organizational approach for staffing in the Staffing and Human Resources Management Plan designed to meet the Requirements. This includes but is not limited to:</p> <ul style="list-style-type: none"> • organizational chart with all staff positions (including Subcontractors), head count and reporting relationships; • job descriptions for all staff positions by position type; • identification of functions which have been subcontracted, the name and responsibilities of the Subcontractor, and name(s) and contact information for Subcontractor’s key personnel; • description of the process used for determining the appropriate staffing levels for each position; • a schedule describing the daily and weekly staff shifts and a description of how the Contractor will adjust staffing to accommodate seasonal and dynamic changes in work volume; • recruitment process; • background investigation approach; • pre-employment testing; • training, testing and re-training policies and procedures including refresher and remedial training for both remote and local staff; • employee retention and career development program; • employee monitoring, performance evaluation and coaching; • employee disciplinary process and • employee termination process.
173	The Staffing and Human Resources Management Plan shall also include the location of all personnel required to meet Project Requirements (on-site or remote), as well as the Contractor’s approach to providing on-site training and support for remote staff.

174	This Staffing and Human Resources Management Plan shall be submitted for Approval by the Authority as a part of the Operations Plan in accordance with the Approved Baseline Implementation Schedule.
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4.2.16. Reporting and Reconciliation Plan

The Reporting and Reconciliation Plan shall include a comprehensive, detailed description of actions to be taken and information to be provided to the Authority related to reporting and reconciliation. This document will identify each report and its associated delivery schedule and provide an explanation of the report and its underlying data and how it is used.

175	The Contractor shall develop and submit to the Authority for Approval, a Reporting and Reconciliation Plan that details the Contractor’s reporting and reconciliation process.
176	The Reporting and Reconciliation Plan identifies the procedures that the Contractor will use to perform, manage and reconcile all aspects of the CSC. This includes both transactional and financial reconciliation, including allocation of all Contractor’s cost and Third-Party Service Provider and Business Partner associated revenue and/or costs.
177	Each reconciliation shall have a separate section which identifies the reports used for the reconciliation, whether or not the report is generated from the BOS, received from a Third-Party Service Provider or Business Partner (e.g., banks, Collection Agency, Lockbox Service Provider, etc.) or developed manually by the Contractor.
178	The Reporting and Reconciliation Plan shall describe each provided report or report set and the schedule for providing it along with a sample of each report set. This includes but is not limited to:
	<ul style="list-style-type: none"> • daily reconciliation report; • monthly reconciliation report; • quarterly reconciliation report; • annual reconciliation report; • description of financial and cash/check handling controls for the CSCs and • other operations and financial reports as needed to fully reconcile and meet the operations Requirements.

4.2.17. **Records**

179	The Contractor shall meet all data retention Requirements, including durations for retention, as set forth in the Security Standards. The Contractor shall make every effort, within practical business and cost constraints, to purge the personal account information of an account that is closed or terminated. In no case shall the Contractor maintain personal information more than four years and six months after the date an account is closed or terminated. The Contractor shall periodically audit the BOS to verify that it is in conformance with the retention policy.
180	<p>If specific documents or data retention Requirements are not covered in the Security Standards, or the retention Requirement is greater in other applicable Requirements, the Contractor shall maintain records, for the duration of the Agreement period, in compliance with the longer retention period Requirement. Other applicable Requirements include but are not limited to:</p> <ul style="list-style-type: none"> • GAAP; • record retention policies for the Authority; • IRS Requirements; • The California State Archives Data Retention Schedule; • all applicable federal, state, local and other laws and regulatory matters and • Security Standards.
181	Requirements and standards for records management and retention may change over the term of the Agreement. The Authority will provide any updates to its internal policies and procedures that may impact the CSC records and retention Requirements; however, it is the Contractor's responsibility to ensure it is aware of any changes to relevant standards, statutes, and/or rules beyond those of the Authority, and to incorporate such changes in accordance with the provisions of the Agreement.
182	The Contractor shall be responsible for data retention and purging of all paper records, in accordance with the Authority's retention policy and all of the Requirements related to records retention. In the event of a conflict between Requirements, the Contractor shall immediately notify the Authority.
183	The Contractor shall maintain records and data essential to providing objective evidence of quality, and these records shall be made available to the Authority upon request.
184	<p>Quality-related records and data shall include but not be limited to:</p> <ul style="list-style-type: none"> • inspection and test results; • records of Subcontractor Quality programs; • change request documentation; • Customer Satisfaction Survey results;

	<ul style="list-style-type: none"> operational reviews and walk-throughs and results of internal and Contractor audits.
185	The Contractor shall maintain records in a manner that allows easy access and analysis.

4.2.18. Management Reporting

186	<p>The Contractor shall prepare and submit to the Authority a Monthly Operations Report in an Approved format, on an agreed-upon day each month. This report shall provide the information required for the Authority to verify the Contractor performance as reported by the Contractor, including but not limited to:</p> <ul style="list-style-type: none"> Project Oversight Report; Contractor Performance Report (including performance against the Performance Measures); monthly operations invoices for the corresponding period; three-month and one-year look forward for budgeted staffing based on estimated volumes; other agreed-to CSC Operations reports; updates to documents and plans which have occurred in the previous month and updated action item list and Approved meeting minutes from the previous month.
187	The Monthly Operations Report package shall detail the Contractor’s performance against the Performance Measures (Contractor Performance Report) in tabular and graphical formats. The Contractor shall use reports and other data from operations as Approved, to conduct an analysis of the data and summarize the results. The basis for the data must be the BOS reports and all data must be reconciled against the appropriate BOS report(s).
188	The data shall be presented in a graphical and tabular format showing the Contractor’s comparative monthly performance over time.
189	The presentation of the information shall be clear, concise, and professionally organized and formatted.
190	Any failures to meet the Performance Measures shall be identified and details submitted, including the Contractor’s plan to correct such occurrences. The associated non-compliance performance adjustment for such failures shall be summarized and tabulated with the total non-compliance performance adjustment provided.
191	At a minimum, the Contractor’s Monthly Operations Report shall include the reports listed below; however, the final list of documents to be included shall be developed and Approved as a part of the Operations Plan.

	<ul style="list-style-type: none"> • Project Oversight Report: This report summarizes the Contractor’s Project activities for the reporting period, including major accomplishments, issues and summary reporting. The Project Oversight Report also shall include an updated action items list that tracks all open items to be resolved by the Contractor. The list shall include task description, date created, owner, status, priority, impact/justification, completion due date and notes pertaining to the completion of each task. A status of operational changes shall be included in the Report. The Contractor shall provide status on all existing and new BOS issues that affect operations. The Contractor also shall make recommendations for innovations, processes and BOS improvements and other suggested changes, which will improve customer service or increase operational efficiency. • Operations Reports: This suite of reports shall provide the details required to support the Project Oversight Report, including but not limited to: customer contacts, mail handling and Notification response; Case handling; transponder Fulfillment; payments processed; customer disbursements processed; the Authority’s and Interoperable Agencies’ settlements processed; returned payments processed; chargebacks processed; inventory item Fulfillment and balancing, and reconciliation. Reports related to ongoing Customer Satisfaction Surveys and QA activities and translation services shall also be provided. • Refund account reconciliation and request for replenishment: Contractor shall be responsible for issuing customer and violator refunds. Contractor will provide documentation of refunds that were issued. The Contractor shall provide related account and Violation reconciliation reporting to the Authority at least monthly and in accordance with the Operations Plan. • Contractor Performance Report: The Contractor shall be fully responsible for the CSC Operations meeting or exceeding required performance. Failure to do so may result in the assessment of non-compliance performance adjustments as set forth in Volume IV Performance Measures. The Contractor shall use the Approved tracking and reporting methods to prove its monthly performance against the Performance Measures. • Monthly Operations Invoices: The Authority shall receive a Contractor’s invoice for the period corresponding to the Monthly Operations Report. The invoice shall detail the specific amounts due from the Authority. Contractor shall address costs that are netted out from the Contactors toll revenue payment to the Authority, for example credit card fees and collections fees. Any associated Liquidated Damages shall be separately netted out with detailed supporting documentation. The Authority will not pay operation invoices that are not accompanied by the complete and accurate Approved Monthly Operations Report package.
192	<p>Any performance deficiency the Contractor proposes to have excluded from the non-compliance performance adjustment calculation shall be documented on the Approved Waiver Form and explained in detail, with supporting documentation sufficient for the Authority to make a determination as to the acceptability of the exclusion. If the Authority needs additional information to make a determination the Contractor shall provide such information expeditiously. Adjustments will not be considered until full required documentation is provided by the Contractor.</p>

193	The Waiver Form must be submitted within thirty (30) calendar days of the affected invoice in order to be considered by the Authority.
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4.2.19. Training Plan

The Contractor shall provide a training program to educate Contractor staff, the Authority and others on the BOS and CSC operations, as described in Section 5 Training. The Contractor is responsible for providing a Training Plan that describes the approach to training activities.

194	The Contractor shall develop and maintain a Training Plan, subject to Approval by the Authority, in accordance with the Approved Baseline Implementation Schedule.
195	The Training Plan shall describe the plan for training CSC Operations staff and Authority-designated individuals and shall outline the required operational/maintenance and BOS knowledge for each position to be gained from the training. For each BOS position/user type, the plan shall include a training instructor guide, training manual and other materials to be used in training.
196	The Training Plan shall include a schedule for regular staff training, follow-up training and continuing education for staff.
197	The Training Plan shall describe the approach to training administrators, end users at different levels, maintenance and support personnel, including but not limited to:
	• overall description of the training program;
	• training techniques;
	• training delivery schedule;
	• how training will occur with staff working on live operation;
	• recurring training through life of the Agreement;
	• names and descriptions of each training class;
	• purpose of each training class;
	• who should attend the class;
	• qualification Requirements for trainer;
	• minimum qualifications for personnel attending the class;
	• duration of the class;
	• training materials, including syllabus, schedule, training goals, manuals, guides, other support materials and techniques to be used;
	• data preparation, such as test accounts and test transactions/trips;
• required equipment and	

	<ul style="list-style-type: none"> • facility Requirements.
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4.2.20. Maintenance Plans

The Contractor shall develop and submit the Maintenance Plans listed below that describe how the Contractor plans to perform the Maintenance of the BOS and all Hardware, Software and systems at the BOS facilities and CSC throughout the Operations and Maintenance Phase. The Contractor shall have appropriate BOS documentation available to all maintenance and Software support personnel, as required to perform their respective duties.

4.2.20.1. System Maintenance Plan

198	<p>The Contractor shall develop and submit the System Maintenance Plan that defines the approach to services, staffing and resources to fulfill the BOS System Maintenance Requirements. The Contractor shall identify the Contractor’s maintenance responsibilities and shall include but not be limited to:</p>
	<ul style="list-style-type: none"> • organizational structure, organizational chart and job descriptions and responsibilities;
	<ul style="list-style-type: none"> • staffing plan;
	<ul style="list-style-type: none"> • approach to training;
	<ul style="list-style-type: none"> • detailed BOS monitoring Requirements;
	<ul style="list-style-type: none"> • staff schedule and locations;
	<ul style="list-style-type: none"> • third-party system support agreements overview;
	<ul style="list-style-type: none"> • location of offsite data storage;
	<ul style="list-style-type: none"> • schedule of all System Maintenance activities, including anticipated Upgrades/Enhancement releases;
	<ul style="list-style-type: none"> • description of all System Maintenance related communication methods;
	<ul style="list-style-type: none"> • maintenance procedures, communication protocols and Approval processes for BOS Upgrades, Software deployments, scheduled maintenance activities, change management and scheduled downtime;
	<ul style="list-style-type: none"> • maintenance procedures and communications protocols for unscheduled downtime;
	<ul style="list-style-type: none"> • communication Protocol for coordination with Interoperable Agencies and Third-Party Service Providers and Business Partners and WICs;
	<ul style="list-style-type: none"> • communication protocol for coordination with the Authority’s other toll system vendors;

	<ul style="list-style-type: none"> • trouble reporting processes, notification protocols for issues and failures, and maintenance reporting processes;
	<ul style="list-style-type: none"> • prioritization, response, escalation, and repair processes;
	<ul style="list-style-type: none"> • spares levels, equipment and third-party Software warranty tracking and return material processes;
	<ul style="list-style-type: none"> • monitoring maintenance performance for compliance with Performance Measures;
	<ul style="list-style-type: none"> • sample maintenance reports and reporting processes;
	<ul style="list-style-type: none"> • processes for supporting internal and external audits;
	<ul style="list-style-type: none"> • Security Standards compliance monitoring, Upgrades and safeguards;
	<ul style="list-style-type: none"> • system intrusion monitoring and safeguards;
	<ul style="list-style-type: none"> • equipment replacement/refresh schedule;
	<ul style="list-style-type: none"> • Upgrades to third-party Software and tools and
	<ul style="list-style-type: none"> • processes in place to meet Performance Measures.

4.2.20.2. Software Maintenance Plan

199	<p>The Contractor shall develop and submit a Software Maintenance Plan that defines the approach to services, staffing and resources to fulfill the Software Maintenance Requirements and warranty provisions as set forth in the Agreement, including but not be limited to the following elements:</p>
	<ul style="list-style-type: none"> • organizational structure, organizational chart with job descriptions and responsibilities;
	<ul style="list-style-type: none"> • staffing plan;
	<ul style="list-style-type: none"> • approach to staffing and training;
	<ul style="list-style-type: none"> • approach to receiving and prioritizing Software defects (bugs);
	<ul style="list-style-type: none"> • reporting, categorization, prioritization and disposition of Software defects;
	<ul style="list-style-type: none"> • coverage and personnel locations;
	<ul style="list-style-type: none"> • all Software maintenance related communication methods;
	<ul style="list-style-type: none"> • Maintenance procedures, communication protocols and Approval processes for Software Upgrades, scheduled maintenance activities, change management and scheduled downtime;
	<ul style="list-style-type: none"> • documented change control procedures;

	<ul style="list-style-type: none"> • maintenance procedures and communications protocols for unscheduled downtime;
	<ul style="list-style-type: none"> • trouble reporting processes;
	<ul style="list-style-type: none"> • escalation processes;
	<ul style="list-style-type: none"> • sample maintenance reports;
	<ul style="list-style-type: none"> • Software updates to comply with Interoperable Agencies' specification changes and Third-Party Service Providers and Business Partners Interface changes;
	<ul style="list-style-type: none"> • Software updates to be compliant with Security Standards and
	<ul style="list-style-type: none"> • processes in place to meet Performance Measures.

4.2.21. Third-Party Documentation

Third-Party documentation includes standard commercial documentation for third-party provided Hardware, Software, services and materials.

200	The Contractor shall provide and maintain standard, commercially available, updated documentation for third-party provided Hardware, Software, services and materials provided under this Agreement. This set of third-party documentation shall be available upon request.
201	An electronic copy of all third-party Commercial Off-the-Shelf (COTS) Hardware and Software installation and user manuals, with updates, shall be provided to the Authority.

4.2.22. Manual Requirements

Various manuals shall be provided to educate and guide BOS administration staff and allow the Authority to understand the operations of the BOS.

202	Whenever possible, all data shall be printed on 8-1/2" x 11" sheets; foldouts shall be 11" x 17".
203	Each manual shall include, but not be limited to:
	<ul style="list-style-type: none"> • a title sheet;
	<ul style="list-style-type: none"> • revision history;
	<ul style="list-style-type: none"> • Table of Contents;
	<ul style="list-style-type: none"> • list of illustrations (if applicable);
	<ul style="list-style-type: none"> • list of reference drawings and exhibits (if applicable) and
	<ul style="list-style-type: none"> • a parts list (if applicable).

204	All manuals shall have a consistent look and feel and shall be professionally written and presented in clear and organized fashion.
205	All manuals prepared for the Authority under this Agreement shall be produced, or editable, using Microsoft Office 2016 Suite (or higher if Approved by the Authority). In addition, electronic copies of manuals shall be provided in unsecured Portable Document Format (PDF), if requested by the Authority.
206	Any special Software required to produce scalable typefaces or other graphs shall be provided by the Contractor as part of the documentation for the manuals.
207	All manuals shall be submitted and Approved as a condition of Go-Live.

4.2.22.1. Manual Submissions and Quantities

208	The Contractor shall submit one (1) hard copy of each of the manuals listed below.
209	The Contractor shall submit electronic copies of all manuals listed below.
210	All manuals shall be maintained in electronic format in the Contractor-provided EDMS.
211	The Contractor shall be responsible for producing an additional quantity of the manuals for the Contractor's use, sufficient to fulfill the Contractor's Requirements.
212	The Contractor shall submit the draft and final manuals described below for the Authority's review and comment, in accordance with the Approved Baseline Implementation Schedule. All final versions of manuals shall be provided and Approved before system Go-Live.

4.2.22.2. Manuals to be Submitted

4.2.22.2.1. BOS User Manuals

213	The Contractor shall develop and submit BOS User Manuals to be used by CSC Operations staff to operate the BOS and for training purposes.
214	The Contractor shall develop manuals logically to cover job categories and functions. The manuals shall detail all of the processes, procedures and policies developed by the Contractor that are required to fulfill the Requirements for each of these categories and functions. An example of a functional area is finance, which should include all basic financial responsibilities and functions, including the entire reconciliation process.
215	Each BOS User Manual shall include but not be limited to: <ul style="list-style-type: none"> • screen images detailing the step-by-step activities needed to fulfill a specific functionality; • flowcharts to provide the CSC Operations staff a clear understanding of the workflow; • all screens, reports and data fields, clearly explained using sample formats applicable to the BOS and

	<ul style="list-style-type: none"> • samples of all reports, included in the manual or as an attachment to the manual, with any specific instructions that may apply to a given report.
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4.2.22.2.2. BOS Finance and Financial Controls Manual

216	<p>The Contractor shall develop and submit the BOS Finance and Financial Controls Manual, which shall include but not be limited to:</p> <ul style="list-style-type: none"> • detailed descriptions of all procedures to balance and reconcile the BOS; • detailed descriptions of Financial Account Posting, reporting and reconciliation to the Authority’s Bank Accounts; • detailed descriptions of reconciliation of transactions/trips and revenue within the BOS with each of the Interoperable Agencies and for payments made to the Authority and Interoperable Agencies; • processes and reports used to reconcile third-party payments processed and money deposited in the Authority’s bank; • detailed descriptions of reconciliation of all collections activity and all exceptions processing; • detailed descriptions of the screens, reports and functions that allow Contractor or the Authority’s finance personnel or independent auditors to access, understand and work with all financial aspects of the BOS; • complete descriptions of all reconciliation procedures and a non-technical description of the screens, reports and functions; • illustrations and pictorial diagrams to demonstrate the step-by-step operations required for performing the balance and reconciliation functions and • included as an attachment to the manual, samples of all relevant reports, with any specific instructions that may be applicable to a given report.
217	<p>Reports included in the BOS Finance and Financial Controls Manual shall have correct and accurate data.</p>
218	<p>The BOS Finance and Financial Controls Manual shall be used to train the CSC finance personnel and the Authority’s finance personnel.</p>

4.2.22.2.3. BOS Administrator Manual

219	<p>The Contractor shall provide a BOS Administrator Manual that serves as a guide to the overall management and administration of the BOS, and it shall include but not be limited to:</p> <ul style="list-style-type: none"> • detailed Hardware maintenance activities and schedule; • detailed database maintenance activities and schedule;
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<ul style="list-style-type: none"> • detailed Software monitoring activities and schedule;
<ul style="list-style-type: none"> • detailed monitoring procedures for file transfers and exception handling;
<ul style="list-style-type: none"> • detailed procedures and processes for all maintenance activities;
<ul style="list-style-type: none"> • detailed procedures for backup, archiving and purging data;
<ul style="list-style-type: none"> • detailed procedures for testing and executing Disaster Recovery and Business Continuity;
<ul style="list-style-type: none"> • detailed schedule for all preventative maintenance activities;
<ul style="list-style-type: none"> • scheduled time and maximum run time for all BOS jobs and/or processes;
<ul style="list-style-type: none"> • technical contact lists for all third-party technical contacts;
<ul style="list-style-type: none"> • technical contact lists for Hardware, Software providers and third-party support agreements;
<ul style="list-style-type: none"> • details and copies of all third-party system support agreements;
<ul style="list-style-type: none"> • general information, such as maintenance shifts, code of conduct and other human resource aspects and
<ul style="list-style-type: none"> • details of the security access system configuration, user access privileges and controls and user tracking processes utilized to ensure system security and to maintain data integrity.

4.2.23. As-Built Documentation

Prior to the Authority's Final BOS Acceptance of the Implementation Phase, as-built documentation shall be provided that documents the final BOS design and Implementation.

4.2.23.1. As-Built System Detailed Design Document

220	After the Approval of the operational test, and prior to the Authority's Final BOS Acceptance of the Implementation Phase, the Contractor shall submit the As-Built SDDD that includes all Software and Hardware changes made during the system development, implementation and testing phases.
221	The Contractor shall submit one (1) hard copy in addition to an electronic version of the As-Built SDDD. Acceptable electronic formats are unsecured Portable Document Format (PDF), Microsoft Office 2016 Suite (or higher if Approved by the Authority) and professional CAD applications.

4.2.23.2. *As-Built Drawings*

222	The Contractor shall provide the Authority with a complete set of As-Built Drawings, which shall be delivered as one (1) hard copy of the complete sets of drawings. The same shall be delivered in electronic format for all equipment, network and Hardware installed and furnished as part of the BOS. As material changes are made to the system by the Contractor shall update the As-Built Drawings to reflect the current status.
223	<p>The As-Built Drawing sets shall include but not be limited to:</p> <ul style="list-style-type: none"> • all schematics; • logic diagrams; • Hardware layouts; • wiring diagrams; • interconnection diagrams; • installation diagrams; • cable schedule; • Interface details; • facility build-out details and • network diagrams.
224	The Contractor shall update the latest drawings with red lines as changes are incorporated during the installation process. At the completion of the installation, the Contractor shall gather all red line drawings.
225	The red line drawings shall be verified and incorporated into a final As-Built Drawing package. This final as-built package shall include all updated installation drawings, shop drawings and sketches, plans and other drawing types that were used to install the BOS.

5. TRAINING

The Contractor shall provide comprehensive training for all aspects of the BOS and CSC Operations including training, operational procedures, policies and guidelines, and rules of conduct, including customer Interface. Training shall be delivered to the Authority's personnel and Contractor's personnel. Training shall be ongoing throughout the Implementation and Operations and Maintenance Phases.

226	The Contractor shall be solely responsible for supplying the BOS and all materials necessary to complete the delivery of the training program.
227	The Contractor's program shall include but not be limited to computer instruction, training aids and manuals as required.
228	Contractor's training shall be hands on and use actual BOS Software in the training environment.
229	The Contractor shall produce all training materials, documents and manuals in hard copies.
230	When changes or new functionality is provided in the BOS, the Contractor shall update the training materials and train staff on such changes/new functionality.
231	All Authority training shall include a review and description of each of the appropriate Authority's processes and procedures with actual BOS Software.
232	The Authority shall have the right to attend any training sessions.
233	The Contractor shall provide comprehensive training related to all aspects of the BOS administration, BOS functionality and CSC Operations.
234	The Contractor shall employ a training manager to lead all training courses and subsequent ongoing training activities.
235	The Contractor shall train Authority's staff to view all real-time aspects of BOS processes/queues and CSC Operations statistics/queues, as well as research and report on all aspects of the BOS.
236	The Contractor shall cross-train staff from other areas of operations or management for peak period, emergency or temporary assignments to provide for staff redundancy.
237	<p>The Contractor's training manager shall identify the training needs, plan, design, and develop all the training curriculum and materials for the implementation and management of the CSC's on-going training program. The types of training include, but are not limited to:</p> <ul style="list-style-type: none"> • customer service and integrity skills ("soft skills") training; • Authority's FasTrak, Violation and payment processing Business Rules and facility specific information ("content training"); • different operational and facility characteristics of Interoperable facilities;

	<ul style="list-style-type: none"> • use of the BOS, including all customer contact systems and any other applicable systems;
	<ul style="list-style-type: none"> • CSC Operations SOPs and
	<ul style="list-style-type: none"> • PII, PCI, data and physical security.
238	<p>The Contractor’s training program shall include training at different times and for different reasons during the course of the Operations and Maintenance Phase, including but not limited to:</p> <ul style="list-style-type: none"> • new hire – this training provides the new employee a thorough, in-depth training covering all of the skills and information required to fully understand and perform their job; • refresher – this training provides additional training focused on topics on which the attendees have been previously trained but which the training manager or other Authority management staff identified as requiring additional training for a group of employees; • remedial – this training is individually focused on the needs of a particular employee(s) based on customer satisfaction feedback, management observation or employee request; • new job/promotion – this training is required when an employee changes jobs or gains additional responsibilities and • new content/program – this training is required when the Authority introduce a new program or makes a significant change to the SOPs or the BOS.
239	<p>Contractor training shall cover all functional areas depending on the specifics of each individual user role and job functions.</p>

5.1. Training Courses

5.1.1. System Operation Overview Course

240	<p>The Contractor shall provide a system operation overview training course for the Authority personnel who require a general understanding of all aspects of the BOS and CSC Operations.</p>
241	<p>The Contractor shall ensure class sizes and the number of training hours provided are sufficient to provide a general understanding of all aspects of the operation.</p>

5.1.2. Customer Service Representative Course

This course is for customer service personnel who need to understand all aspects of the direct customer service.

242	The Contractor shall provide a customer service course for staff that need to understand all aspects of the direct customer service functionality, with focus on contact management, account management, Violations processes, payments, Business Rules, Express Lanes facility characteristics, external facing website, etc.
243	The Contractor shall provide an appropriate number of training sessions for the customer service course, ensuring class sizes and the number of training hours provided are sufficient to provide an understanding of all aspects of the operation related to customer service.

5.1.3. BOS Finance and Financial Controls Course

This course is for financial management and auditing personnel who need to understand all aspects of the Operation, particularly those related to financial accounting, reconciliation, audit, and management.

244	The Contractor shall provide a BOS finance and audit training course for financial management and auditing staff that need to understand all aspects of the operation, with focus on financial accounting, reconciliation, audit and management.
245	The Contractor shall provide an appropriate number of training sessions for the BOS finance and financial controls course, ensuring class sizes and the number of training hours provided are sufficient to provide an understanding of all aspects of the operation related to financial accounting, reconciliation, audit and management.

5.1.4. Operations Management Course

This course is for CSC Operations personnel providing hands-on training on the BOS including performance reporting, including all operational performance monitoring (for example, call queues, call statistics, image review queues, etc.); all BOS monitoring (for example, mail queues, status and quantity of all Notifications pending and sent, transponder Fulfillments, status of Interfaces and file exchanges), and call center and IVR configuration.

246	The Contractor shall provide an Operations Management Course for all personnel who require a detailed understanding of the BOS reporting and monitoring. This course also covers configuration of the telephony system.
247	The Contractor shall provide an appropriate number of training sessions for the Operations Management Course, ensuring class sizes and the number of training hours provided are sufficient to provide a detailed understanding of the operations of the BOS and how to access information and reports from the BOS.

5.1.5. BOS Users Course

248	The Contractor shall provide a BOS Authorized Users training course for all personnel who require a detailed understanding of the operations of the System and how to access information and reports from the BOS on items such as status, alarms, performance, transactions and revenue.
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249	The Contractor shall provide an appropriate number of training sessions for the BOS Authorized Users course, ensuring class sizes and the number of training hours provided are sufficient to provide a detailed understanding of the operations of the BOS and how to access information and reports from the System.
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5.2. Training Materials

250	All training materials should comply with applicable PCI and PII standards.
251	Draft copies of all training materials shall be submitted by the Contractor to the Authority for review, comment and Approval prior to final printing of quantities required for training.
252	The Authority shall have the right to require the Contractor to provide additional interim drafts at no additional cost should draft training materials submitted not be of adequate quality or have missing or incorrect information.
253	Contractor shall provide regular updates to training materials to incorporate any changes to the BOS or operational processes.
254	For each training course, the Contractor shall provide the materials listed in the following sections.

5.2.1. Instructor Guides

255	The Contractor shall provide an instructor guide for each training course, including but not limited to:
	<ul style="list-style-type: none"> • course agenda;
	<ul style="list-style-type: none"> • course objective;
	<ul style="list-style-type: none"> • procedures for managing a training session;
	<ul style="list-style-type: none"> • resources and facilities required, including Desktop Environments, power and communications Requirements;
	<ul style="list-style-type: none"> • detailed lesson plans;
	<ul style="list-style-type: none"> • a description of training aids and items to aid in on-the-job performance (such as where applicable, pocket guides or reference sheets);
	<ul style="list-style-type: none"> • tests to be administered to assure satisfactory completion and
	<ul style="list-style-type: none"> • instructions for using any audio-visual support equipment or materials.

5.2.2. Training Aids

256	The Contractor shall provide all training aids necessary to successfully complete the course agenda and meet the course objective.
257	The Contractor shall provide a way for all trained personnel to access training documents, aids and tips in an online, electronic format for ongoing reference.

5.2.3. Student Workbook

258	<p>For each course, the Contractor shall provide a student workbook, including but not limited to:</p> <ul style="list-style-type: none"> • course agenda; • course objectives; • schedule of sessions; • copies of all overheads and visuals and • lesson outlines and summaries.
259	The Contractor shall supplement the material provided in the student workbook with additional material (as necessary), such as operations and user manuals. If such material is used, appropriate cross-references shall be included in the student workbook to identify the complete set of training materials provided to the student.

5.3. Scheduling and Preparation for Training

260	The Contractor shall provide a minimum two (2) weeks notice to the Authority and work with the Authority on the timing for each training session. The Authority will identify a list of participants the Contractor shall notify to schedule their participation in the training.
261	The Contractor shall perform all scheduling.

6. MOBILIZATION REQUIREMENTS

The mobilization of the BOS and CSC Operations is a major undertaking that will require careful preparation, planning and coordination in multiple functional areas and on many levels to ensure a smooth beginning to operations. The Contractor is responsible for the mobilization in accordance with the BOS Installation Plan and CSC Operations and Facility Mobilization Plan. Close coordination will be required between the ETTM System Contractor, the Authority and the Contractor.

6.1. Operations Mobilization and Facility Coordination

The operations mobilization and facility coordination include all activities necessary to establish and operate the I-405 CSC and WIC in accordance with the Agreement and to coordinate the design of the Authority provided facility. These activities include comprehensive coordination with the Authority, the Authority's design and construction contractors, and other Authority contractors housed at the facility with regards to CSC and WIC design, scheduling of facility occupancy and installation, staff recruitment and training, ordering of supplies, establishment of all necessary services and developing all SOPs for the entire operation. The Contractor shall coordinate with the ETTM System Contractor on applicable portions of the Approved Baseline Implementation Schedule.

262	<p>The CSC Operations Manager and the Mobilization and Facility Coordination Manager shall lead the Contractor's staff in planning and implementing the activities required for operation of the CSC in accordance with the CSC Operations and Facility Mobilization Plan. These tasks include but are not limited to:</p> <ul style="list-style-type: none"> • obtain a thorough understanding of the functions and capabilities of the BOS; • produce all required plans and documentation; • recruit CSC staff; • coordinate with Third Party Service Providers and Business Partners; • make any required Approved modifications to the facilities (those required beyond the new facility design inputs provided by the Contractor); ; • plan and conduct training; • assist with the selection and implementation of survey solution, IVR, system recordings, Self-Service Website, and Self-Service Mobile Application (Phase II) and • meet regularly and coordinate with the Authority, the ETTM System Contractor to perform the Work.
263	<p>The Mobilization and Facility Coordination Manager shall lead the Contractor's staff in planning and implementing the activities related to the new CSC and WIC facility operation of the CSC in accordance with the CSC Operations and Facility Mobilization Plan. These tasks include but are not limited to:</p>

	<ul style="list-style-type: none"> meet regularly with the Authority, the Authority’s design and construction contractors, and other Authority contractors that will be housed at the facility to plan, provide design input to the new CSC and WIC facility layout, space planning, network, cabling, power, furnishings, physical security, and Surveillance CCTV etc.;
	<ul style="list-style-type: none"> review and provide comments to all types of CSC plans;
	<ul style="list-style-type: none"> coordinate with other contractors and provide a detailed schedule for facility occupancy and facility mobilization and
	<ul style="list-style-type: none"> coordinate the procurement and installation of all BOS and CSC Operations network and communications lines with the communications providers.
264	The Contractor shall develop and conduct an Operational Readiness Demonstration and conduct walk-throughs for each facility with the Authority.
265	As an outcome of the Operational Readiness Demonstration and walk-throughs, a punch list shall be developed and resolution of each item Approved by the Authority.
266	The Contractor shall track, status and resolve all pre-mobilization punch list items (as designated and Approved by the Authority) prior to mobilization and track, status and resolve all post-mobilization punch list items (as designated and Approved by the Authority) during the Operations and Maintenance Phase. Until resolved, the status of post-mobilization punch list items shall be provided in all Contractor performance reports and meetings.

6.2. Schedule, Installation and Mobilization

267	The Contractor shall mobilize CSC Operations in accordance with the CSC Operations and Facility Mobilization Plan and the Approved Baseline Implementation Schedule.
268	The Contractor shall install the BOS in accordance with the BOS Installation Plan and the Approved Baseline Implementation Schedule.
269	The Contractor’s schedule shall be sufficiently flexible to accommodate modifications or changes, such as early completions or delays in start or completion of dependent work by the Authority and/or the ETTM System Contractor.

6.3. Mobilization of the BOS and CSC Operations

BOS and CSC Operations mobilization includes all activities necessary to begin CSC Operations. The Contractor’s Mobilization Manager shall lead the mobilization in accordance with the BOS Installation Plan and CSC Operations and Facility Mobilization Plan and must coordinate with the ETTM System Contractor and Authority to ensure that the mobilization meets the Approved Baseline Implementation Schedule.

270	The Contractor shall manage and conduct mobilization in conformance with BOS Installation Plan and CSC Operations and Facility Mobilization Plan and Approved Baseline Implementation Schedule.
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271	The mobilization activities shall be coordinated with the Authority, the ETTM System Contractor, and Third-Party Service Providers and Business Partners, and shall be Approved by the Authority.
272	The Contractor shall prepare internal and external communication procedures, as part of the BOS Installation Plan and CSC Operations and Facility Mobilization Plan, to effectively and professionally manage communications of potential impacts during the mobilization.

6.4. Acceptance of Operational Readiness

Prior to Go-Live the Contractor shall demonstrate to the Authority that the successful CSC and facility mobilization is complete, and that the Contractor is ready to commence complete operation of the CSC and performance of all of the Work.

273	The Contractor shall demonstrate that the CSC Operation has achieved Operational Readiness in accordance with the Approved Baseline Implementation Schedule.
274	Procedures for demonstrating for the Operational Readiness Demonstration shall be provided by the Contractor to the Authority for review and Approval at least three (3) months prior to the scheduled demonstration date.
275	The Contractor shall have completed all of the predecessor tasks and milestones in the schedule in order to achieve Acceptance of Operational Readiness, including but not limited to: <ul style="list-style-type: none"> • selection, build-out and equipping of all Contractor operated facilities; • development and Approval of all required documentation; • recruitment, hiring and training of all staff in accordance with the Operations Plan and sub-plans; • implementation of all applicable aspects of the BOS Installation Plan and CSC Operations and Facility Mobilization Plan and all operations mobilization activities and • completion of Operational Readiness Demonstration using the BOS, facilities and Contractor staff.

6.5. End of Agreement Transition

The Contractor acknowledges the services it provides under the terms of the Agreement are vital to the successful operation of the BOS and said services shall be continued without interruption. Upon expiration or termination of the Agreement, a successor may be responsible for providing these services. The Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

As part of the End of Agreement transition, the Authority may wish to operate and maintain BOS, requiring the transfer of equipment, leases and license from the Contractor to the Authority.

276	The Contractor shall cooperate with any future transition of the BOS to a future BOS Contractor, as required by the Authority.
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277	The Contractor shall develop with the successor, an End of Agreement Transition Plan describing the nature and extent of transition services required as well as the operational Requirements necessary for the migration of operation from the Contractor to the new contractor.
278	The Contractor shall update the End of Agreement Transition Plan no more than six (6) months prior to the transition date.
279	The Contractor shall provide sufficient experienced personnel in each division/element of Work during the entire transition period to ensure the quality of services is maintained at the levels required.
280	The Contractor shall provide sufficient staff to help the successor maintain the continuity and consistency of the services required.
281	The Contractor shall provide the necessary Software and BOS support services to assist the successor in setting up the systems, transferring of appropriate licenses and third-party Software and transitioning all BOS data (including third party data) required to sustain uninterrupted service in areas in which the Contractor is responsible for the Work. For example, accounts and violations in collections.
282	The Contractor shall support the Authority during the procurement process by updating all system documentation and providing new documentation as required that details the current system.
283	Within the End of Agreement Transition Plan, the Contractor shall provide descriptions of the equipment, leases and licenses that are available for purchase and transfer to the Authority as part of the End of Agreement Transition.
284	The Contractor shall not prevent the successor from conducting interviews with Contractor employees outside of normal business hours in a manner that will not disrupt current operations.
285	The Contractor shall not prevent employees from changing their employment to the successor if the employees wish to do so.
286	The Contractor shall provide for the orderly transition of the facilities, equipment, materials, documents, inventory and work in progress to the successor.

7. TESTING REQUIREMENTS

7.1. General

The Contractor shall provide the full range of test planning, testing design and services required to ensure the BOS adheres to the Requirements. The BOS testing regimen shall take place during the implementation period identified in the Approved Baseline Implementation Schedule and shall follow the Master Test Plan and Individual Test Plan.

The Authority requires that configuration changes be treated as equivalent to Software development changes within the testing process. Wherever possible, the Authority requires that the Contractor implement testing processes which are automated and efficient.

The Requirements described in this section detail the labor, materials, facility and support services necessary to test the BOS for functionality and performance, its integration to all Third-Party Service Provider and Business Partners.

287	The Contractor shall prepare and conduct the various tests in conformance with the Master Test Plan and applicable individual test plans.
288	<p>The Contractor shall prepare and conduct the various tests (outlined for reference immediately below and with detailed Requirements in subsequent sections), including but not limited to:</p> <ul style="list-style-type: none"> • Unit Testing; • System Integration Testing; • User Acceptance Testing; • On-site Installation and Commissioning Testing and • Operational and Acceptance Testing.
289	<p>The Contractor shall develop test scripts for Authority approval and use specialized automated testing Software, wherever possible, to, including but not limited to:</p> <ul style="list-style-type: none"> • create test scripts; • create use cases with pre-defined input and output; • control the automated testing; • exercise all conditions, configurations and scenarios; • conduct performance testing; • conduct security and PCI testing; • conduct regression testing; • compare actual test outcomes to expected outcomes; • test reporting;

	<ul style="list-style-type: none"> • conduct load testing;
	<ul style="list-style-type: none"> • conduct user Interface testing and
	<ul style="list-style-type: none"> • conduct sustained operational testing.
290	The Contractor shall make the BOS available for use by the Authority in testing the readiness of the CSC Operations staff during operating hours and as necessary during the testing period.
291	The Contractor shall provide all necessary resources and facilities to conduct all tests.
292	During the Implementation Phase, the Contractor shall provide an "online commercial Software" defect tracking system, accessible by the Authority via browser-based Internet, to document and track all defects identified as part of BOS testing and any subsequent actions taken to correct those defects.
293	The Authority's Approval of any aspect of testing shall not relieve the Contractor of its responsibility to meet all Requirements.
294	The defect tracking system shall be capable of the following, including but not limited to:
	<ul style="list-style-type: none"> • rating (severity) defects;
	<ul style="list-style-type: none"> • categorizing defects;
	<ul style="list-style-type: none"> • prioritizing defects;
	<ul style="list-style-type: none"> • logging the date/time the defect was reported;
	<ul style="list-style-type: none"> • the user who reported the defect;
	<ul style="list-style-type: none"> • the erroneous behavior;
	<ul style="list-style-type: none"> • the details on how to reproduce the defect;
	<ul style="list-style-type: none"> • the developers who worked on the defect;
	<ul style="list-style-type: none"> • life-cycle tracking and
	<ul style="list-style-type: none"> • reporting.

7.1.1. Testing Sequence and Logistics

295	The Contractor shall obtain Approval from the Authority and shall have met the entry conditions prior to start of each test, including but not limited to:
	<ul style="list-style-type: none"> • Approval of all predecessor tests;
	<ul style="list-style-type: none"> • Approved test procedures for each individual test;
	<ul style="list-style-type: none"> • Approved test schedule;

	<ul style="list-style-type: none"> • Approved inventory of test cases and scripts;
	<ul style="list-style-type: none"> • successful closeout of all outstanding pre-test issues;
	<ul style="list-style-type: none"> • successful dry run testing with results provided to the Authority;
	<ul style="list-style-type: none"> • test data set is created and loaded into test environment;
	<ul style="list-style-type: none"> • submittal of the latest Approved version of the RTM showing test validation against the Requirements and
	<ul style="list-style-type: none"> • site and BOS are ready to test.
296	After the completion of each test, the Contractor shall submit for the Authority’s review and Approval a test report that documents the results of the test.
297	The test report shall include the results of the test; any anomalies and issues identified; comments provided by the Authority; the test data and the corrective action/resolution of each item, and the results of any re-tests necessary to successfully complete each testing phase.
298	The Contractor shall facilitate and support the Authority’s participation in the testing and witness each test. The Contractor shall provide the Authority with full access to the test data and results of the test.
299	Testing shall not be considered complete by the Authority until all anomalies and “punch-list” items are closed-out, and the final test report is Approved by the Authority.

7.2. Required Tests

7.2.1. Unit Testing

Unit Testing is defined as a Software testing method by which individual units of source code, sets of one or more computer program Modules together with associated control data, usage procedures, and operating procedures, are tested to determine whether they are fit for use. A unit could be an entire Module, but it is more commonly an individual function or procedure. Unit Testing is the first level of testing and is performed prior to System Integration Testing.

300	The Contractor shall conduct Unit Testing, including but not limited to:
	<ul style="list-style-type: none"> • testing for all functional elements of the BOS for conformance with the Requirements, Approved design and Business Rules;
	<ul style="list-style-type: none"> • testing of 100% of all BOS components and negative testing for controlled systems features;
	<ul style="list-style-type: none"> • testing using actual data generated by the ETTM System Contractor and simulated data as needed;
	<ul style="list-style-type: none"> • testing with Third Party Service Provider and Business Partners and Interoperable Agencies test environment;

<ul style="list-style-type: none"> • testing each Module of the BOS application Software for compliance to coding standards related to screen validations, Web navigation, configuration changes, PMMS including all errors, exceptions and failures, backend programs and processes (using simulated data);
<ul style="list-style-type: none"> • testing the desktop computer Interfaces and all peripherals;
<ul style="list-style-type: none"> • testing of user roles and security elements;
<ul style="list-style-type: none"> • all necessary Hardware and Software for the test;
<ul style="list-style-type: none"> • all necessary personnel for the test and
<ul style="list-style-type: none"> • updated RTM, SDDD, Operations Plan and Business Rules so functionality can be reconciled to the documentation.

7.2.2. System Integration Testing (SIT)

System Integration Testing (SIT), or end-to-end testing, is defined as a type of Software testing that seeks to validate the Interfaces between individual components and the completely integrated BOS meets its Requirements. The Contractor shall conduct SIT, compressing logical days to accommodate process escalation and transaction/trip and Violation aging. Multiple testing cycles may be executed depending on defects found and their severity. The Contractor shall also conduct load/performance testing as part of the SIT

301	The Contractor shall be responsible for creating test data as an entry criteria for the SIT. It is anticipated that significant test data will be required and will be defined in the test plan.
302	The Contractor shall conduct SIT which shall include end-to-end Integration Testing, Interface testing, security testing, performance/load testing.
303	In the event Third-Party Service Providers and Business Partners and Interoperable Agency test environment systems are not available, the Contractor shall test using simulated Interfaces and data to validate the data exchange.
304	The Contractor shall use the most newly provided, developed or updated ICDs for all Interfaces and portals.
305	The Contractor shall conduct SIT, including but not limited to: <ul style="list-style-type: none"> • testing all functional elements of the BOS using the procedures for Software integration testing, including the end-to-end testing from receipt of transactions/trips through Posting to the accounts and Violation processing; • reports testing using created data, simulated and keyed-in data; • verification and validation that the various BOS environments are operating per the Requirements;

<ul style="list-style-type: none"> • load/performance testing of the entire BOS in terms of user access, including internal and external users on all channels (for example, Self-Service Website, Self-Service Mobile Application (Phase II and optional), IVR);
<ul style="list-style-type: none"> • load/performance testing of the entire BOS in terms of transaction/trip processing;
<ul style="list-style-type: none"> • full Disaster Recovery failover testing;
<ul style="list-style-type: none"> • full Disaster Recovery failover recovery (back to primary BOS) testing;
<ul style="list-style-type: none"> • validation of all Performance Measures;
<ul style="list-style-type: none"> • adherence to the Security Standards;
<ul style="list-style-type: none"> • archiving and purging process testing;
<ul style="list-style-type: none"> • comprehensive PMMS testing;
<ul style="list-style-type: none"> • testing using actual data, generated real-time (as if in a real, live production environment) by the ETTM System Contractor;
<ul style="list-style-type: none"> • all Interface test scripts and documentation required to confirm that the Interfaces are operating properly;
<ul style="list-style-type: none"> • testing, as directed by the Authority, connecting to test environment systems provided by the Authority, Third-Party Service Providers and Business Partners and Interoperable Agencies (if available);
<ul style="list-style-type: none"> • exception testing;
<ul style="list-style-type: none"> • testing the desktop computer Interfaces and all peripherals and
<ul style="list-style-type: none"> • sustained operations test.

7.2.3. User Acceptance Testing

User Acceptance Testing (UAT) is defined as the testing phase where actual BOS users test the system to validate the operation of the BOS in, according to Requirement, designs, and specifications.

306	The Contractor shall provide all needed support for UAT to include providing environments, provisioning/aging system, running batch jobs, and developing test scripts using use cases.
307	The Contractor shall provide a UAT environment that is production like and separate from other test environments.
308	Ten (10) Business Days prior to the commencement of UAT, the Contractor shall train staff from the Authority and the CSC Operations test team selected to perform UAT.
309	The Contractor shall provide all UAT testers with access to BOS test scripts.
310	The Contractor shall provide test data for UAT that is an extraction and sub-set of production data.

311	During UAT, the Contractor shall develop and retest necessary revisions identified by users during the testing process.
312	The Contractor shall provide technical personnel to support UAT.

7.2.4. Regression Testing

Regression testing is defined as a type of Software testing that verifies that Software previously developed and tested still performs correctly even after it was changed or Interfaced with other Software.

313	The Contractor shall conduct regression testing is to ensure that software changes have not introduced new faults and to determine whether a change in one part of the Software affects other parts of the Software.
314	The Contractor shall conduct regression testing in a Contractor-provided test environment prior to each Software release.

7.2.5. On-site Installation and Commissioning Testing, Mobilization and Go-Live

Onsite Installation and Commissioning Testing is defined as a series of checks and tests to verify equipment installation and function; BOS operation; and inter-systems operation.

315	<p>The Contractor shall conduct Onsite Installation and Commissioning Testing using the BOS production environment including but not limited to:</p> <ul style="list-style-type: none"> • testing that demonstrates the BOS is completely installed and operational in the production environment and the Disaster Recovery location; • Software and test data are loaded; • PCI application vulnerability testing, certification of elements not available/tested during previous testing; • all necessary Hardware and Software for the test; • testing PMMS configuration and setup; • testing all user roles; • testing of internet connectivity and speed; • testing the speed of the BOS while performing various functions; • testing of cutover to generator in the event of power failure; • testing of phone system including IVR;
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	<ul style="list-style-type: none"> testing of Self-Service Website and Self-Service Mobile Application (Phase II and optional);
	<ul style="list-style-type: none"> all necessary personnel for the test and
	<ul style="list-style-type: none"> updated RTM, SDDD and Business Rules so functionality can be reconciled to the documentation.
316	<p>The Contractor shall provide evidence of readiness to conduct mobilization and Go-Live at the BOS production environment, including but not limited to:</p> <ul style="list-style-type: none"> The Contractor shall utilize the PCI Security Standards Council's Prioritized Approach method to indicate how each PCI Requirement is being addressed. This approach shall be submitted to the Authority along with substantiating evidence for review and Approval; the transfer of certain historical data to the BOS that may remain in the BOS and a checklist to verify that mobilization is completed in accordance with the BOS Installation Plan and CSC Operations Mobilization Plan.
317	<p>Upon Approval of the Onsite Installation and Commissioning Testing including evidence of readiness the Contractor shall begin mobilization.</p>
318	<p>Upon verification and Approval of the Operational Readiness Demonstration and all testing the Contractor shall Go-Live.</p>

7.2.6. Commencement of Ramp-up/Customer Services

Upon Notice to Proceed for Ramp-up/Customer Services, the Contractor is notified of the Authority's intent to Go-Live in approximately 120 days.

319	<p>The BOS shall have achieved Commencement of Ramp-up/Customer Services within thirty (30) Calendar Days of the Notice to Proceed for Ramp-up/Customer Services.</p>
320	<p>The Contractor shall have completed the following tasks to achieve Commencement of Ramp-up/Customer Services:</p> <ul style="list-style-type: none"> the Self-Service Website is available to facilitate full account creation and transponder ordering (actual shipping of transponders will take place closer to road opening); the Contractor has conducted and successfully completed testing of the Self-Service Website and other functional elements required to facilitate account creation and transponder ordering; the Contractor has gained approval of all BOS design documents; the Contractor has gained approval for all CSC operations, CSC facility, mobilization and BOS system installation plans and is on schedule in executing the Approved Plans per the Approved Baseline Implementation Schedule;

	<ul style="list-style-type: none"> • system support is operational and monitoring the operational components of the BOS and
	<ul style="list-style-type: none"> • Software support is operational and available to support the operational components of the BOS.

7.2.7. Operational and Acceptance Testing

Operational and Acceptance Testing is defined as a test focused on the readiness of the BOS to be supported, and/or to become part of the production environment.

321	<p>Following Go-Live, the Contractor shall conduct Operational and Acceptance Testing on the BOS production environment in live operations that provides the following, including but not limited to:</p> <ul style="list-style-type: none"> • verification that the Contractor (including the BOS) is compliant with Commencement of Ramp-up/Customer Services; • verification that the BOS is in conformance with the Requirements for a period of sixty (60) consecutive days, onsite in the BOS production environment; • successful access of images from the ETTM System and receipt of the trip/transactions; • reconciliation of all BOS data, transactional and Financial Transactions for a period of sixty (60) consecutive days to verify all data and accounts are being properly processed, reported on and reconciled; • reconciliation of all transaction/trip and image workflows and filters to verify all transactions/trips and images are being properly processed through the BOS; • reconciliation of all electronic Interfaces and portals, including Third-Party Service Providers and Business Partners and Interoperable Agencies; • reconciliation of all account Postings, Financial Transactions, events, etc., to account history entries; • reconciliation of all Financial Accounts in the BOS for two (2) monthly financial periods; • archiving and purging process testing; • disaster recovery testing; • verification of PMMS operations; • adherence to required financial audit and reconciliation Requirements and • adherence to required BOS Performance Measures and reporting.
322	<p>The Contractor shall identify all anomalies and categorize by severity and priority, and all anomalies shall be addressed to the satisfaction of the Authority.</p>

323	If anomalies are identified that are a high severity and high priority during the testing period, the Operational and Acceptance Testing for those functions and any other impacted functions or test areas shall be restarted and shall continue for sixty (60) consecutive days from the day the test was restarted.
324	The Operational and Acceptance Testing shall continue until all the Requirements have been verified and validated in accordance with the MTP and detailed test procedures are completed and Approved by the Authority.

7.3. BOS Acceptance

325	Upon the successful completion and Approval of the Operational and Acceptance Testing, the closure of all punch-list items and completion and submission and Approval of all items required for phase closeout, as set forth in in the Agreement, the Contractor shall be given the Acceptance for the BOS Implementation Phase.
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8. INSTALLATION REQUIREMENTS

This section details the Requirements for the installation or enablement of the BOS at the primary and Disaster Recovery/Business Continuity sites as Approved by the Authority.

8.1. Installation Program

The Contractor shall develop and provide an installation program or provide service documentation that addresses all aspects of the installation or use of the BOS, including all installation design, submissions and coordination for a COTS based solution or service agreements for cloud-based approaches.

326	The Contractor shall be responsible for the design, procurement; installation; cabling; configuration; checklist walk-through, and testing of all Hardware, Software, equipment, Interfaces and communications provided as part of the BOS, if required.
327	The Contractor shall install or enable the BOS at the primary site and CSC locations which meets the specifications outlined in the Requirements and the Approved BOS Installation Plan.
328	The Contractor shall install or provide the Disaster Recovery BOS and Business Continuity at a location which meets the specifications outlined in the Requirements.
329	The Contractor shall provide, install or enable and secure all communication lines required for the primary BOS facility, the Disaster Recovery and Business Continuity facilities and Authority's CSC locations.
330	The Contractor shall provide, install or enable and secure connection points to the BOS as required to accommodate access and communication with Interoperable Agencies and Third-Party Service Providers and Business Partners.

8.2. Compliance to Standards

331	The Contractor shall adhere to all implementation standards, applicable laws, ordinances and codes as required, including but not limited to:
	• the Security Standards;
	• those from the original equipment manufacturer;
	• the National Electric Code (NEC);
	• the Institute of Electrical and Electronics Engineers (IEEE);
	• the Occupational Safety and Health Administration (OSHA);
	• county and city codes, as applicable and
	• the State of California, for areas including but not limited to electrical codes, seismic considerations, calibration, configuration and environmental.

8.3. Equipment Installation Requirements

The Contractor shall be responsible for installation of the BOS, including at the CSC and WICs, as described in these Requirements.

332	The equipment installation design and Implementation for the BOS and CSC Operations shall include but not be limited to:
	<ul style="list-style-type: none"> • all Contractor provided equipment, including desktop computer environments and phone systems for two (2) permanent Authority personnel, and desktop computer environments and phone systems for an additional three (3) oversight personnel during the mobilization of the facility through Operational and Acceptance Testing;
	<ul style="list-style-type: none"> • Interface with and electronically monitor via the PMMS any Authority or Contractor provided emergency power generation at the I-405 CSC and WIC;
	<ul style="list-style-type: none"> • furnishing, installing and testing the Interfaces and connectivity between the CSC facility and the BOS;
	<ul style="list-style-type: none"> • furnishing, installing and testing the Interfaces and connectivity to the ETTM System;
	<ul style="list-style-type: none"> • validating the connectivity to all Interoperable Agencies as described in these Requirements and
	<ul style="list-style-type: none"> • validating the connectivity to all external Interfaces to Third-Party Service Providers and Business Partners as described in these Requirements.

8.4. Implementation Checklist Review and Check-off

The Contractor shall complete all implementation activities and Approved Contract Deliverables Requirements prior to the Go-Live date established by the Authority.

333	The Contractor shall develop a checklist that tracks the progress and completion of all implementation activities for the BOS, CSC Operations and Disaster Recovery.
334	The checklist shall detail those items required to complete the implementation process for all Hardware, Software, equipment, Interfaces and communications provided as part of the BOS, including terminations and connections.
335	The checklist shall be used to identify all discrepancies and exceptions, and the Contractor shall be responsible for all corrections.
336	The checklist shall be used to document all changes identified, and all such changes shall be Approved by the Authority.
337	A representative(s) from the Authority shall have the right to observe and Approve the implementation.
338	The Authority shall have the right to perform independent inspections, and the Contractor shall be responsible for the correction of all discrepancies and deficiencies identified during the inspection.

339	A copy of the checklist, signed and Approved by the Contractor, attesting to the completeness of the implementation, shall be provided to the Authority upon the completion of the implementation activities.
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9. GENERAL MAINTENANCE AND SOFTWARE SUPPORT SERVICES REQUIREMENTS

9.1. Operations and Maintenance Meetings

9.1.1. Monthly Performance Review Meetings and Reporting

The Contractor shall conduct Monthly BOS Performance Review Meetings with the Authority. These meetings shall provide the Authority with a detailed understanding and review of the Contractor's and the BOS's performance for purposes of receiving guidance from the Authority, Authority oversight, work planning and invoicing.

340	The Contractor shall manage, facilitate and conduct Monthly BOS Performance Review Meetings with the Authority throughout the Operations and Maintenance Phase. At a minimum, the Project Manager (Implementation Phase), Project Manager (Operations and Maintenance Phase), Software Development Manager and a Contractor's CSC Operations Manager (in-person) shall attend these meetings.
341	The Contractor shall schedule and conduct the Monthly BOS Performance Review Meeting with the Authority to occur no more than one (1) week after the submission of a Monthly BOS Report package by the Contractor.
342	Performance reviews, including the provision of all required performance reporting, shall be provided by the Contractor to the Authority beginning one (1) month after Go-Live for the previous month. Any trip volume fee adjustments associated with non-performance shall not be assessed until the fourth month following Go-Live, for the previous (third) month's performance; however, this does not relieve the Contractor of required performance prior to the third month and shall not constitute a waiver of any Authority rights or remedies under the Agreement in this regard.
343	The Contractor shall ensure all issues are addressed and resolved or are placed on the action item list and scheduled for resolution.
344	In addition to other invoicing and payment Requirements, the Contractor shall provide the required monthly performance reports to the Authority, including all required information demonstrating actual performance relative to the Requirements, before an invoice shall be considered for payment. The monthly performance reports structure shall be identified in the Maintenance Plan.

9.1.2. Monthly BOS and Operations Coordination Meetings

During the Operations and Maintenance Phase, the Contractor shall conduct bi-weekly meetings to coordinate the ongoing operation of the CSC. The Contractor shall be responsible for scheduling these meetings and topics for the meeting shall come from the Contractor; the Authority may provide additional topics. The Authority may attend these meetings at its discretion.

345	The Contractor shall manage, facilitate and conduct the Monthly BOS and Operations Coordination Meetings with the Authority during the Operations and Maintenance Phase in order to understand and prepare for supporting the resolution of BOS-related and Toll Facility related issues and other activities which will affect the CSC Operations.
346	During the Monthly BOS and Operations Coordination Meetings, the Contractor shall address BOS and operational topics for which input is needed from the Authority, including but not limited to reviewing the Contractor’s defect tracking report and prioritizing fixes; coordinating Upgrades and Enhancements Approved by the Change Control Board (CCB); reviewing Security Standards and compliance; coordination of scheduled BOS downtime; resolving issues related to personnel and reviewing the Contractor’s CSC and WIC support.
347	The Contractor shall identify all known BOS and operational issues and required discussion topics and provide them to the Authority in advance of the meeting and update the agenda again just prior to the meeting.

9.1.3. Weekly Coordination and Status Meeting with the ETTM System Contractor

During the Operations and Maintenance Phase, there will be a series of working meetings between the Contractor and the ETTM System Contractor to provide details on new and open issues and work through possible solutions. The Contractor shall be responsible for coordinating and scheduling these meetings and topics for the meeting shall come from the Contractor, the ETTM System Contractor and the Authority.

348	The Contractor shall manage, facilitate and conduct the Weekly Coordination and Status Meeting with the ETTM System Contractor. These meetings shall be for the purpose of coordination on all new and ongoing issues. The Authority shall be invited to attend these meetings.
349	During the Weekly Coordination and Status Meetings, the ETTM System Contractor shall review the accuracy and sufficiency of reports, review any discrepancies, and to coordinate any changes to the BOS or ETTM System (such as, bug fixes, Upgrades and Enhancement).
350	The Contractor shall identify all known BOS, ETTM System and operational issues and required discussion topics and provide them to all attendees and the Authority in advance of the meeting and update the agenda again just prior to the meeting.

9.1.4. Change Control Board Meetings

During the Operations and Maintenance Phase, the Contractor shall conduct the CCB Meetings. The Contractor shall be responsible for conducting and scheduling these meetings in accordance with the Authority developed change control process.

351	The Contractor shall manage, facilitate and conduct CCB Meetings with the Authority (meeting may be combined with the ETTM System Contractor CCB meeting at the Authority's discretion) on an as-needed basis. These meetings shall be for the purpose of providing status, reviewing, Approving and prioritizing BOS changes (such as, Software enhancements, Software Upgrades, Hardware Upgrades, major bug fixes) and operations changes (such as, policies, Business Rules, operational procedures, phone scripts, and staffing).
352	The Contractor shall solicit and identify all known statuses and input from the Authority regarding the CCB and provide them to all attendees and the Authority in advance of the meeting and in accordance with the Authority's change control process.

9.2. Safety

353	<p>The Contractor shall adhere to all applicable safety standards and guidelines for working on or around energized equipment, including but not limited to the following:</p> <ul style="list-style-type: none"> • The Authority's safety procedures and guidelines; • local code; • State of California, code, standards, safety procedures and guidelines; • Occupational Safety and Health Administration (OSHA); • National Electrical Manufacturers Association (NEMA) and • National Electrical Code (NEC).
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10. CONTRACT DELIVERABLES REQUIREMENTS LIST

The following table identifies the Deliverables/Submittals which shall be required for this Project. This table is provided for convenience only; it is the Contractor's responsibility to meet all Requirements.

CDRL ID	CDRL Name
1.	Project Management Plan (including Baseline Implementation Schedule)
2.	Quality Plan
3.	Software Development Plan
4.	Requirements Traceability Matrix
5.	System Detailed Design Documents
6.	Implementation Plan and Related Documentation
7.	Disaster Recovery Plan
8.	Business Continuity Plan
9.	BOS Installation Plan
10.	CSC Operations and Facility Mobilization Plan
11.	End of Agreement Transition Plan
12.	Operations Plan
13.	Standard Operating Procedures (including BOS, CSC Operations and TOC procedures)
14.	Staffing and Human Resources Management Plan
15.	Reporting and Reconciliation Plan
16.	Training Plan
17.	Maintenance Plans (including System Maintenance Plan and Software Maintenance Plan)
18.	Third-Party Documentation
19.	Manuals
20.	As-Built Documentation
21.	Master Test Plan
22.	Unit Test Plan
23.	System Integration Test Plan
24.	User Acceptance Test Plan
25.	Full Software Integration Testing Documentation (includes Approval of all associated updated documents: SDDD, Requirements Traceability Matrix and Business Rules documents)
26.	Onsite Installation and Commissioning Test Plan

CDRL ID	CDRL Name
27.	Operational and Acceptance Test Plan
28.	Training Materials and Manuals

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Exhibit B
**Volume II: BOS Technology and
Functionality**

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4/23/2020

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1. STATEMENT OF WORK AND REQUIREMENTS

The following subsections describe the Statement of Work and the Requirements for the Back Office System (BOS). These Requirements are numbered to track obligations per the Agreement and any changes which may occur during the Project. Many of the Requirements contain underlying lists of specific items and required database fields. The intent of these “including but not limited to” lists is to indicate to the proposer the intent and scope of the Requirement. During design, the naming and number of items and fields will vary; however, all items and fields shall be addresses by the BOS unless the Contractor is formally relieved of the Requirement by the Authority.

1.1. Global System Requirements

The global System Requirements define the overarching Requirements for the Hardware, Software and system comprising the production and non-production environments of the BOS.

The Contractor is encouraged to provide innovative solutions that simplify maintenance, security and the implementation of Upgrades and Enhancements. The Contractor is permitted to use cloud-based and/or premise-based solutions. During the Operations and Maintenance Phase, the entire technical solution and all Third-Party Service Providers and Business Partners must reside and perform the services within the continental United States.

The Contractor will be responsible for acquiring and maintaining the applicable Payment Card Industry (PCI) Standards Security Council Level based on the quantity and value of credit card transactions processed. The global System Requirements include Requirements for securing PII in accordance with California statutes, the Authority’s privacy policy and National Institute of Standards and Technology (NIST) best practices for general information security.

Connecting the BOS to the Electronic Toll and Traffic Management (ETTM) System, Interoperable Agencies inside and outside California and to Third-Party Service Providers and Business Partners requires a wide variety of external Interfaces. Providing for these Interfaces will require the Contractor to use existing Interface Control Documents (ICD) when applicable and develop new/more modern Interfaces at the Authority’s direction.

Although the initial implementation of the BOS will directly support OCTA’s I-405 Toll Facility, the BOS design, data schema, financial accounting and reporting approach shall support the future, potential direct support of additional OCTA and non-OCTA Toll Facilities. All functionality provided shall be easily configured to support these potential additional Toll Facilities.

A BOS-provided Performance Management and Monitoring System (PMMS) shall monitor the performance of the BOS and provide incident and work order management capabilities and data points for measuring the Contractor’s Operations and Maintenance Phase performance as further detailed in the Maintenance and Software Support Services section of these Requirements.

1.1.1. Environments

The BOS shall include multiple environments as required to complete the design, development, integration, testing, delivery and Acceptance of the BOS and properly operate during the Operations and Maintenance Phase. It is the Contractor’s responsibility to provide additional Authority-Approved environments should the ones listed herein be insufficient for the Contractor to deliver the appropriate solution.

1	<p>The operating environment of the BOS shall include, but not be limited to:</p> <ul style="list-style-type: none"> • the primary BOS; • a secondary instance of the BOS to be used for Disaster Recovery (DR) and to support Business Continuity; • telephony system; • the Interactive Voice Response (IVR); • Automatic Call Distribution (ACD); • systems for all servicing all channels of customer communication; • Desktop Environments installed at the I-405 CSC and WIC facility; • all necessary and required office equipment (for example, printers, copiers and postage machines); • Desktop Environments and phone systems for two (2) permanent Authority offices and desktop computer environments and phone systems for an additional three (3) Authority offices/cubicles during mobilization of the facility and during Operational and Acceptance Testing; • Desktop Environments for three (3) Authority offices/cubicles during mobilization of the facility and during Operational and Acceptance Testing; • initial setup, security, and Interface of the I-405 BOS application on desktop computers and peripherals at the OCTA Store WIC (desktop computers and peripherals at the OCTA Store WIC are provided by the Authority); • all network and communications elements; • all required Interfaces and • a data warehouse (Phase II and optional).
2	<p>The primary BOS server environment shall be located at one or a combination of the following locations:</p> <ul style="list-style-type: none"> • hosted at a Tier 3 data center facility and • hosted on a well-established cloud service provider.
3	<p>The primary BOS server environment shall have a dedicated infrastructure such that while hosted at a Tier 3 data center facility or by a well-established cloud service provider, the Authority's dedicated BOS application shall run on dedicated virtual machines and/or containers such that only upgrades to the data center/cloud infrastructure and the Authority's BOS application would potentially affect the uptime of the BOS and there is no possibility of functional or infrastructure upgrades required to service other toll customer's applications would cause any downtime or affect the BOS in any way.</p>

4	The Contractor shall ensure the BOS is fully operational in accordance with the Performance Measures described in these Requirements, for the Implementation and Operations and Maintenance Phases.
5	The Contractor shall provide all computing environments required to achieve Commencement of Ramp-up/Customer Services, including but not limited to: <ul style="list-style-type: none"> • a production environment located within the continental United States and • a DR environment at a secondary location within the continental United States in a different time zone, or cloud-based equivalent;
6	The Contractor shall provide all computing environments required to sustain the day-to-day operations of the BOS by the Go-Live date, including but not limited to: <ul style="list-style-type: none"> • a production environment located within the continental United States; • a DR environment at a secondary location within the continental United States in a different time zone, or cloud-based equivalent; • a training environment located at the CSC location; • a test environment and • a development environment.
7	During both the Implementation Phase and the Operations and Maintenance Phase, the Contractor shall not allow any Authority data or customer PII outside of the U.S. Individuals and entities outside of the U.S. shall only have access to the development environment and shall not have access to customer PII.
8	The Authority shall have logon access to all BOS environments.
9	The Contractor shall keep all BOS environments current with all major releases of operating systems, databases, Software and firmware. Releases shall not be more than one (1) release behind the manufacturer's latest major release unless Approved by the Authority. The Contractor shall also make the necessary Software changes required to ensure compatibility with the evolving IT environment.
10	With the exception of the development and test environments, which may change as part of testing and development cycles, the Contractor shall keep operating systems, databases, Software and firmware consistent across all environments, including, but not limited to configuration and patch level.
11	The test environment shall be sufficiently sized to successfully test Software changes and their effect on the production environment, including load and stress testing.

1.1.1.1. Operating and Computing Environments – Production

The Contractor is expected to provide a BOS solution that is a dedicated, hosted and/or cloud-based system and as such should provide for the following operating and computing environment Requirements for production.

12	The BOS production environment shall use new Hardware and Equipment for any equipment installed on-premise at Authority’s facilities or at a hosting facility.
13	The BOS production environment shall be a high availability fault-tolerant design configuration of servers, storage, databases and backup systems and connected using high-speed inter-system storage and networking fabric, including any ancillary equipment necessary to provide a complete production system which meets the Requirements.
14	In the event of a complete failure of one or more of the components or sub-systems in the BOS production environment, affected components or sub-systems shall failover to the secondary BOS at the DR site. Performance and availability Requirements for the individual components and sub-systems of the BOS shall not be affected.
15	The design and Implementation of the BOS production environment shall ensure no single-point-of-failure exists within the configuration and the BOS shall continue to operate without data loss in the event any single component of the configuration fails.
16	The operating system used for all servers shall be a multi-user and multi-tasking operating system from a manufacturer that is widely recognized and used in the United States for complex, high-volume database operations.
17	The operating system shall be compatible with all Hardware, Software and other BOS components for the duration of the Operations and Maintenance Phase, including but not limited to: <ul style="list-style-type: none"> • the Relational Database Management System (RDBMS); • the Contractor’s application Software; • the Contractor’s proposed network and communications topology and • all Desktop Environments and peripherals defined in these Requirements.
18	The operating system shall fully utilize the high availability BOS server architecture.
19	The operating system shall be the latest stable version at the time of implementation (unless otherwise Approved by the Authority), field-proven and have a clearly documented Upgrade path and be supported by the manufacturer.
20	The Contractor shall provide a highly reliable and secure RDBMS for the storage of images, user accounts, transaction/trip data, Violation data and all other data.
21	The RDBMS shall be the latest version at the time of Implementation (unless otherwise Approved by the Authority and field-proven to operate in a complex, high-volume transaction environment.
22	The RDBMS shall be certified with the operating system, appropriate application Software and shall fully utilize the high availability BOS server architecture.
23	The RDBMS shall support Upgrades to the operating system, applications, memory, processors and other components.

24	The RDBMS shall have a clearly documented Upgrade path and be supported by the manufacturer.
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1.1.1.2. Operating and Computing Environments – Disaster Recovery (DR)

25	For DR purposes the Contractor shall provide a DR computing environment of equivalent size and capabilities to the primary BOS, at a secondary location within the continental United States and in a different time zone from the primary BOS.
26	The DR environment configuration shall continuously mimic the BOS production environment in terms of configuration and data and shall be capable of performing all functions of the production environment, at the same performance and availability levels described in these Requirements for the primary BOS.
27	When put into production, the bandwidth provided to the DR site shall provide for the same performance and reduction of latency as the production BOS for both customers and CSC Operations staff.
28	The DR environment at the DR site shall be capable of being brought on-line and made fully operational in accordance with the Performance Measures.
29	In the event of a catastrophic failure of the primary BOS, the secondary BOS at the DR site shall be capable of sustaining BOS operations indefinitely, or until such time as the primary BOS can be brought back on-line or a new primary site is identified and made fully operational.
30	The Contractor shall provide validation that the DR procedures and environment is capable of providing Business Continuity in the event of a catastrophic failure of the primary BOS. This testing shall be coordinated with the Authority and all the results shall be immediately provided to the Authority.
31	The DR server environment shall be located at one or a combination of the following locations:
	<ul style="list-style-type: none"> • a Tier 2 data center facility and
	<ul style="list-style-type: none"> • a well-established cloud service provider.

1.1.1.3. Operating and Computing Environments – Data Warehouse (Phase II and Optional)

The data warehouse provides for the running of data analytics (Business Intelligence) reporting. It also allows the Authority to either directly or upon request to the Contractor, query data and run reports without having to compete for production reporting resources. The data warehouse environment stores all required data (to be defined during the Implementation Phase) from the BOS.

32	The Contractor shall provide, as part of the production environment, a separate data warehouse environment for business intelligence and analytics reporting.
33	The data warehouse shall be dedicated, and the required general reporting shall not depend on the data warehouse in any way.

34	The Contractor shall be responsible for the design and testing of the extract, transform and load (ETL) process from the BOS during the Implementation Phase and the transfer of data after Go-Live throughout the Operations and Maintenance Phase.
35	The Contractor shall provide validation that all data transferred to the data warehouse is complete and accurate.
36	The data warehouse environment shall be updated from production in near-real time.
37	The data warehouse environment shall be capable of being updated via an ETL process from the production System via a one-way replication.
38	Because the data warehouse is Phase II functionality, if the option is executed, at start-up of the data warehouse the Contractor shall extract all applicable historical data from the BOS. The design of the data warehouse database schema, ETL process and the data analytics application shall be part of a post Go-Live, Phase II task.

1.1.1.4. *Operating and Computing Environments – Training*

39	The Contractor shall provide a non-production training environment, independent from the production and DR environments, to support the initial and ongoing training of the CSC Operations and Authority’s personnel.
40	The training workstation environments shall be located at the CSC site unless the Contractor can submit and gain Authority’s Approval of an alternative location.
41	The training desktop environment shall replicate the production Desktop Environments, including all peripherals as dictated by the position being trained.
42	The number of training stations shall be determined by the Contractor to meet the training needs in accordance with the CSC Operations and Facility Mobilization Plan and on-going remedial and new training of personnel.
43	The Contractor shall provide the capability to restore training environment databases and to periodically refresh the training environment data from the production BOS, using data cleansing procedures Approved by the Authority.

1.1.1.5. *Operating and Computing Environments – Test*

44	The Contractor shall maintain a BOS test environment that matches the BOS production environment configuration for the purpose of testing and verifying software Enhancements and Upgrades prior to being put into production.
45	At the Authority’s request, the Contractor shall provide access to the test environment for independent testing and verification to software Enhancements and Upgrades prior to being put into production.
46	To the extent possible, the test environment shall interface directly to Third-Party Service Providers and Business Partners and Interoperable Agency test and/or production systems. For example, the DMV and ROV Interfaces.

1.1.1.6. Email, Chat, Fax and Text Messaging

47	The Contractor shall provide the capability for manual, scheduled and system triggered outbound/inbound email (including email attachments) and texting that meets the outbound/inbound correspondence Requirements.
48	The Contractor shall provide the capability for outbound/inbound fax that meets the outbound/inbound correspondence Requirements.
49	The Contractor shall provide the capability for chat sessions that meets the Requirements.
50	The Contractor shall provide the capability for multiple outbound domain name emails to avoid spam blocks or may provide an alternative solution.
51	The Contractor shall provide the capability for Authorized Users to view system-generated status information for electronic messages (such as, email, texting or fax) that are sent from within the BOS application. For example, an Authorized User (e.g., customer service representative) verifies that email messages have been successfully sent from the BOS.

1.1.1.7. Hardware, Software and Other Equipment

52	The Contractor shall provide completely new Desktop Environments for all CSC Operations personnel.
53	The Contractor shall integrate with the BOS all Authority provided or procured 6c transponder readers/programmers for use in the CSC.
54	The Contractor, with the Approval and assistance of the Authority, shall procure any additional 6c 1` readers/programmers required for the CSC on a cost pass-through basis.
55	All Hardware and Software shall be new, commercially available products currently in production, of the latest design/version at the time of purchase (unless otherwise Approved by the Authority) and field-proven in high-volume revenue operations, including but not limited to: <ul style="list-style-type: none"> • Hardware; • Software; • firmware and • other supplies, equipment or components.
56	All Hardware and Software shall be obtainable from multiple sources readily available to the Authority, unless otherwise Approved by the Authority. An exception to this may be the Contractor's custom-developed Software.
57	The Contractor shall provide a dated invoice for all materials procured under this Agreement. Shipping bills shall be retained and copies furnished to the Authority along with the invoice on which they appear.

58	All commercial Software provided as part of the BOS shall be enterprise class. Enterprise class applications are designed to be robust and scalable across a large organization and are customizable to meet the specific needs of the BOS. Note: Do not construe this to require enterprise level software licenses. It is the Contractor’s responsibility to provide the proper level of software licensing.
59	The solution furnished and installed shall be appropriately sized for capacity, as required to support growth in traffic volumes. It also shall be scalable, allowing for additional transactions/trips, images and Toll Facilities to be added for all BOS functions while continuing to meet the Performance Measures.
60	The Contractor shall use field-proven Hardware, Software and equipment configurations that support future Upgrades to processors, memory, storage, operating system, database and other system components.
61	Licenses and Software media (or online access for downloading media) shall be provided to the Authority for all Hardware, third-party Software and firmware procured, furnished and installed as part of the BOS.
62	The Contractor shall retain authorized copies (backups) for all Software media as required for use in periodic BOS maintenance, Upgrades or system restores for a minimum of one year.
63	All Hardware and equipment provided to support BOS and CSC Operations shall be networked and fully integrated with the functional BOS (including PMMS) and the Desktop Environments.
64	The standard Point of Sale devices shall support Europay, MasterCard and Visa (EMV) chip integrated circuit card and contactless Near Field Communication (NFC) devices. The Contractor shall ensure compliance with EMV chip guidelines for chip card transactions and International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 18092 specifications for contactless NFC transactions.
65	Check scanners (for remote deposit capture) shall include, but not be limited to: <ul style="list-style-type: none"> • high accuracy Magnetic Ink Character Recognition (MICR) rate; • compliance with “The Check Clearing Act for the 21st Century” (Check 21); • check defacement features and • alphanumeric Optical Character Recognition (OCR) A & B font recognition.

1.1.1.8. Network, Communications, Telephony, Security and Surveillance

66	The Contractor shall provide all required network equipment and communications lines (including all installation and recurring costs throughout the term of the Agreement) to connect the CSC and BOS to all required users and systems with sufficient bandwidth to meet all Requirements at no additional cost to the Authority, including:
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	<ul style="list-style-type: none"> secure dedicated and redundant Interface connections for all BOS to CSC personnel communications;
	<ul style="list-style-type: none"> remote Contractor personnel;
	<ul style="list-style-type: none"> work-at-home Contractor personnel (under certain Business Continuity procedures);
	<ul style="list-style-type: none"> secure dedicated and redundant Interface connections for all Contractor designated Third-Party Service Providers and Business Partners;
	<ul style="list-style-type: none"> all Contractor provided BOS environments;
	<ul style="list-style-type: none"> secure dedicated and redundant Interface connections for customers accessing the BOS or CSC via telephony, IVR, Self-Service Website, Self-Service Mobile Application (Phase II and optional) and all other channels;
	<ul style="list-style-type: none"> secure dedicated and redundant Interface connection to ETTM System at 4301 W. MacArthur Blvd, Santa Ana, CA 92794;
	<ul style="list-style-type: none"> secure dedicated and redundant Interface connections for the OCTA Store WIC location at 600 S Main St, Orange, CA 92868 via secure public VPN (or other Authority Approved Interface). OCTA will provide all necessary equipment at the OCTA Store WIC location;
	<ul style="list-style-type: none"> secure dedicated and redundant Interface connections for Authority's staff locations from various locations via secure public VPN (or other Authority Approved Interface). OCTA will provide all necessary equipment at the Authority staff locations and
	<ul style="list-style-type: none"> secure dedicated and redundant Interface connections for all Authority designated Third-Party Service Providers and Business Partners via secure public VPN (or other Authority Approved Interface). OCTA or others will provide all necessary equipment at the Third-Party Service Providers and Business Partners locations.
67	The Contractor shall provide the telephony systems for all CSC Operations personnel at the CSC and the collocated WIC. Note: The telephony system at the OCTA Store WIC at 600 S Main St, Orange, CA 92868 will continue to be provided by OCTA.
68	As part of the Implementation Phase, the Contractor shall provide and install all network equipment and communications as required to meet the Requirements.
69	The Contractor will assume maintenance, administration and Upgrade of all network equipment and communications to service the BOS and CSC throughout the Operations and Maintenance Phase.
70	The network connection to the ETTM System shall be of sufficient bandwidth to support the transfer of images, transactions/trips, Transponder Status Lists and other required files.
71	The Contractor shall increase throughput and bandwidth as needed to eliminate system latency and meet the Requirements.

72	The Contractor shall provide network monitoring Software to monitor all Contractor provided and Authority provided infrastructure, network equipment and communications related to the BOS and CSC. All network notifications and alarms shall be reported to the PMMS.
73	The Contractor shall provide the capability for time synchronization to one or more certified time server(s). The Contractor shall provide for redundant certified time sources should the primary source be unavailable.
74	The Contractor shall ensure exact synchronization with the ETTM System.
75	The Contractor shall provide secure remote access to the full capabilities of the BOS for Authority Authorized Users working remotely.
76	The Contractor shall be responsible for ensuring that all BOS networks and communications are compliant with the Security Standards.

1.1.2. BOS Functionality

The BOS functionality Requirements begin with the design of a GUI to the BOS. Through the GUI, Authorized Users (from within the CSC) and customers (accessing via the Self-Service Website, and Self-Service Mobile Application (Phase II and optional)) will access a user account and other information within the BOS. This section of the global Requirements also includes Requirements for establishing and controlling user access to the BOS, logging and security controls and maintaining efficient databases through regular purging and archiving of stale records in accordance with the Security Standards.

1.1.2.1. Graphical User Interface (GUI)

The GUI design must include accepted computer industry design standards for ease of readability, understanding and appropriate use of menu-driven operations, user customization and intuitive operation. The GUI should allow for efficient action by CSR or customer minimizing screens and clicks to modify.

77	The Contractor shall provide a secure, browser-based GUI for the BOS application, Self-Service Website, and all external Interfaces.
78	The Contractor shall provide for secure communications with the BOS application, all customer portals and all external Interfaces, such as Hypertext Transfer Protocol Secure (HTTPS) or similar.
79	The GUI shall adhere to accepted development standards and specifications, including but not limited to World Wide Web Consortium (W3C) and HyperText Markup Language (HTML) Version 5 or current standard.
80	The Contractor shall follow Payment Card Industry Data Security Standard (PCI DSS) and standard security practices in the design of the GUI for the BOS application, all customer portals and all external Interfaces.
81	The GUI design and development shall incorporate human factors and usability engineering and be optimized for speed, as well as provide the following controls, including but not limited to:

	<ul style="list-style-type: none"> • menus (such as pull down, popup, cascading, leveling, etc.);
	<ul style="list-style-type: none"> • allowing for multiple windows within the application, such as to navigate back without having to re-enter a user account;
	<ul style="list-style-type: none"> • informational messages;
	<ul style="list-style-type: none"> • positive feedback;
	<ul style="list-style-type: none"> • exception handling and error dialogs, including logging the error (in the PMMS);
	<ul style="list-style-type: none"> • control icons, links and action buttons;
	<ul style="list-style-type: none"> • data entry fields, combo boxes, check boxes;
	<ul style="list-style-type: none"> • display (read-only) fields and
	<ul style="list-style-type: none"> • general and context-specific help menus.
82	Data entry screens shall have Configurable mandatory fields that require data entry prior to continuing through the process.
83	The Contractor shall provide field-level validation and format verification upon existing data fields applicable to pre-defined formats or standards, including but not limited to:
	<ul style="list-style-type: none"> • alpha-numeric;
	<ul style="list-style-type: none"> • date;
	<ul style="list-style-type: none"> • time;
	<ul style="list-style-type: none"> • special characters;
	<ul style="list-style-type: none"> • length;
	<ul style="list-style-type: none"> • license plate number (based on individual issuing Jurisdiction rules) fields;
	<ul style="list-style-type: none"> • transponder numbers;
	<ul style="list-style-type: none"> • telephone number;
	<ul style="list-style-type: none"> • email address;
	<ul style="list-style-type: none"> • ZIP or postal codes and
	<ul style="list-style-type: none"> • check-digit, checksum, Modulus-10 or other verification algorithms for fields such as Credit Card number.
84	The Contractor shall provide field-level “tooltips” or other interactive help, Configurable by the system administrator, that provide specific guidance on any field presented, including but not limited to:
	<ul style="list-style-type: none"> • alpha-numeric fields;

	<ul style="list-style-type: none"> • date fields;
	<ul style="list-style-type: none"> • time fields;
	<ul style="list-style-type: none"> • special characters;
	<ul style="list-style-type: none"> • username and password;
	<ul style="list-style-type: none"> • length restrictions;
	<ul style="list-style-type: none"> • license plate number (based on individual issuing Jurisdiction rules) fields;
	<ul style="list-style-type: none"> • transponder fields;
	<ul style="list-style-type: none"> • telephone number fields;
	<ul style="list-style-type: none"> • email address fields;
	<ul style="list-style-type: none"> • ZIP or postal code fields and
	<ul style="list-style-type: none"> • Credit Card number fields.
85	<p>The Contractor shall provide the capability for Authorized Users to maintain drop-down lists, including but not limited to:</p> <ul style="list-style-type: none"> • add items; • deactivate items; • set effective activate and deactivate times; • modify items; • toggle item visibility on/off; • set the display order; • change the display order; • set the default value and • change the default value.

1.1.2.2. BOS Application Requirements

86	<p>The Contractor shall provide navigation optimized for speed and with identical screen presentation and user experience, regardless of the browser used. The BOS application shall detect and advise if the browser being used is out-of-date or not supported, as well as instruct where updates can be obtained.</p>
87	<p>Help menu/dialogue box shall be provided for each screen, each editable field and each selectable option within each screen.</p>

88	The Contractor shall provide workflow and application help menus that integrate seamlessly into the user interface.
89	The Contractor shall provide help menus that provide clear descriptions and walk-through procedures for all standard tasks.

1.1.2.3. User Accounts, User-Roles, User-Role Management and Controls

User account management and role management is an important component to the overall security of the solution. Authorized Users are Approved users that have role-based credentials to access the BOS as an employee of the Contractor, employee of the Authority, Third Party Service Provider, or contractor of the Authority.

90	Authorized Users shall access the BOS using an authenticated, role-based login and be uniquely identified and authenticated using a strong password policy.
91	The Contractor shall provide the capability for only privileged accounts to use tools with administrative capabilities conforming to the concept of least privilege.
92	Allow for full integration with Microsoft Active Directory (AD) or similar access system Approved by the Authority so users are not required to enter separate passwords for system access (the BOS shall prompt users for their credentials and not allow pass-through authentication), and that all rules for password security (for example, characters or rotations) are enforced and passed between the network and the application.
93	The Contractor shall provide the capability to create (Configurable) BOS user accounts.
94	The Contractor shall provide the capability to create a new user account having the same role/rights as an existing user account.
95	The Contractor shall provide the capability to allow first name, middle name and/or last name to be changed without having to create a new user account, such as to correct an error or make a change because of marriage or divorce.
96	The Contractor shall provide the capability to search for Authorized Users using Configurable criteria.
97	The Contractor shall provide the capability to track user accounts created dates and disabled dates information, since user accounts may be enabled and disabled repeatedly over a period of time (because of leaves of absence, etc.).
98	The Contractor shall provide the capability to search and view all information about a user account on a particular date and time.
99	The Contractor shall provide the capability to control all access rights within the BOS through the assignment of user-roles.
100	The BOS shall prevent the direct assignment of rights to an Authorized User, and all rights must flow from a user-role.
101	The Contractor shall provide the following user-role capabilities, including but not be limited to:

	<ul style="list-style-type: none"> allow Authorized Users to belong to multiple user-roles;
	<ul style="list-style-type: none"> allow the deactivation of a user-role, provided no active Authorized Users are assigned to that role;
	<ul style="list-style-type: none"> ensure modifications to roles are immediately propagated through the BOS and to all Authorized Users currently assigned to the role;
	<ul style="list-style-type: none"> prevent BOS access to users who are not assigned to a user-role and
	<ul style="list-style-type: none"> provide a built-in “read-only” capability that can be added to any user-role, allowing user accounts assigned to that role to view information on the screen and print reports (but not make changes).
102	The Contractor shall provide the capability for an Authorized User to view the summary of permissions of a user created with multiple user-roles.
103	The Contractor shall provide the capability for Authorized Users to manage user-roles, including but not limited to:
	<ul style="list-style-type: none"> create new user-roles;
	<ul style="list-style-type: none"> change access rights;
	<ul style="list-style-type: none"> assign and un-assign user-roles to user accounts;
	<ul style="list-style-type: none"> assign and un-assign user accounts to user-roles;
	<ul style="list-style-type: none"> adjust user-roles and
	<ul style="list-style-type: none"> deactivate user-roles.
104	The Contractor shall provide the capability for Authorized Users to manage multiple levels of access control based on user-roles, including but not limited to:
	<ul style="list-style-type: none"> broad functional level, for example, user-role X is denied access to the user account management functionality;
	<ul style="list-style-type: none"> detailed functional level, for example, user-role Y is allowed access to the user account management functionality but denied access to close user accounts function and
	<ul style="list-style-type: none"> field level, for example, user-role Z is allowed access to the user account management functionality but denied access to the tax-exempt checkbox.
105	The Contractor shall provide the capability for Authorized Users to deny/allow access or allow read-only access, based on user-roles, including but not be limited to:
	<ul style="list-style-type: none"> specific menus;
	<ul style="list-style-type: none"> specific items on a drop-down list;
	<ul style="list-style-type: none"> specific individual screens;

	<ul style="list-style-type: none"> • specific functions on a screen;
	<ul style="list-style-type: none"> • specific fields within a specific screen;
	<ul style="list-style-type: none"> • specific types of transactions/trips;
	<ul style="list-style-type: none"> • specific processes;
	<ul style="list-style-type: none"> • specific reports;
	<ul style="list-style-type: none"> • specific activities based on account status;
	<ul style="list-style-type: none"> • specific search capabilities;
	<ul style="list-style-type: none"> • specific transaction/trip approval privileges;
	<ul style="list-style-type: none"> • specific workstation location access;
	<ul style="list-style-type: none"> • specific workstation time restrictions and
	<ul style="list-style-type: none"> • specific time restrictions.
106	The Contractor shall provide the capability to configure Flags as part of a user role definition, so they can be viewed based on user-roles.
107	The Contractor shall provide the capability to send Alerts to the PMMS for logging and notification based on the assignment/removal of a specific user-role (Configurable as new user-roles are created).
108	The Contractor shall provide the capability to search for all Authorized Users with a specific role and all user accounts with a specific access right.
109	The Contractor shall provide the capability to search and report on user-roles for a particular date, distinguishing between an active user account (able to access information according to its roles) an inactive user account (temporarily unable to access information because of a locked password or expired from lack of use) and a disabled user account (a user account no longer able to access information because of the intervention of an Authorized User).
110	The BOS shall keep a full history of all user-role details with effective dates so the exact rights for a particular user-role can be viewed by Authorized Users at any point in time.

1.1.2.4. Logging Mechanisms

These mechanisms provide chronological recording of system events and user account activities. They also document the sequence of activities that have been affected at any time during a specific operation, procedure or event.

111	The Contractor shall provide comprehensive, system-wide logging capabilities ensuring every change to a BOS record of any type is logged with a date/time stamp, including the Authorized User (and IP address) that made the change.
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112	The Contractor shall ensure that system clocks are synchronized. For example, Desktop Environments, equipment, servers, physical security systems and CSC Surveillance CCTV systems.
113	The Contractor shall provide the capability to log all changes to user accounts.
114	The Contractor shall provide the capability to log all changes to the Processing Exception List.
115	The Contractor shall provide BOS reports, including but not limited to: <ul style="list-style-type: none"> • reports of logged activity by activity type and • reports of logged activity by user accounts.
116	The Contractor shall create a log when a user-role is assigned, changed or removed from a user account.
117	The Contractor shall provide screens so Authorized Users can view all log files.
118	The Contractor shall provide the capability to log and track all user activities and user accounts viewed by specific user account with date, time stamp, and workstation location.
119	The Contractor shall provide Configurable Alerts to the PMMS for all functions of the BOS which are logged.
120	The Contractor shall provide logging that includes actions taken within a user account with date and time stamp.
121	The Contractor shall provide logging of all changes (view, add, delete, modify) to Credit Card information.
122	The Contractor shall provide logging of all user login attempts, including but not limited to: <ul style="list-style-type: none"> • username; • originating Internet Protocol (IP) address; • date; • time and • success/failure.
123	The Contractor shall provide logging of all customer login attempts, including but not limited to: <ul style="list-style-type: none"> • Uniform Resource Locator (URL); • user account; • browser/platform including version number; • originating IP address;

	<ul style="list-style-type: none"> • date;
	<ul style="list-style-type: none"> • time and
	<ul style="list-style-type: none"> • success/failure.
124	The Contractor shall provide audit logging capabilities that provides the ability for view access by CSR and/or by account to have the review of users that have accessed the account or Case even if no changes have been logged.
125	The Contractor shall create a log of all changes to system configurations or settings and record the user name, date, time and IP address from which the change was made.
126	The Contractor shall be in compliance with all PCI DSS logging requirements while preventing any logging of Credit Card numbers or card verification value data, including debugging and error logs.
127	The Contractor shall be in compliance with all PII logging requirements while preventing any logging of PII data, including in debugging and error logs.
128	The Contractor shall provide the capability to generate an Alert to the PMMS when debugging logs are turned on within the production environment.
129	The Contractor shall prevent tampering with log file data.
130	The Contractor shall provide the capability to log and track changes to applications, databases and operating systems.

1.1.2.5. BOS Security Standards, PCI-DSS, PII and Best Practices

The Contractor shall provide security and access controls in accordance with the Security Standards. These Security Standards will evolve as standards, best practices and California statutes evolve over the term of the Agreement.

131	The Contractor's approach to BOS and user security shall continually provide adherence to the latest specifications, publications, policies and standards, including but not be limited to:
	<ul style="list-style-type: none"> • compliance with PCI DSS;
	<ul style="list-style-type: none"> • protecting the confidentiality of PII in accordance with the Authority's privacy policy;
	<ul style="list-style-type: none"> • protecting the confidentiality of PII in accordance with Section 31490 of the Streets and Highways Code and other applicable California statutes;
	<ul style="list-style-type: none"> • protecting the confidentiality of PII in accordance with the recommendations in publication 800-122 from the National Institute of Standards and Technology (NIST) or subsequent versions;
	<ul style="list-style-type: none"> • encryption of data in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices;

	<ul style="list-style-type: none"> • protecting the confidentiality of PII in accordance with the California Civil Code Section 1747.08.;
	<ul style="list-style-type: none"> • account for information security management risk as described by NIST Cybersecurity Framework special publication 800-39;
	<ul style="list-style-type: none"> • conformance to applicable best practices for information security management as described by the ISO/IEC 27000 standards;
	<ul style="list-style-type: none"> • the security Requirements and
	<ul style="list-style-type: none"> • all California and out-of-state DMV security requirements and standards.
132	The Contractor shall establish and maintain a formal, documented, mandated, BOS and CSC Operations information security policy that shall be communicated to all Contractor and Subcontractors personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all Security Standards, applicable laws and regulations, and to address new threats and risks.
133	The information security policy shall address all removable media except in the context of Contractor's routine back-ups or as otherwise specifically Approved by the Authority, Contractor shall institute strict physical and logical security controls to prevent transfer of BOS data via removable media.
134	The Contractor shall provide strong end-to-end encryption for all sensitive information, including PCI and PII) stored within databases (at rest) or being transmitted (in-motion).
135	The Contractor shall use strong encryption methods such as AES FIPS-179 (128 bits and higher) or RSA (2048 bits and higher), or an equivalent if Approved by the Authority.
136	The Contractor shall provide encryption keys that are considered sensitive information and stored on appropriately secured servers.
137	The Contractor shall prevent any unauthorized user, system or database administrator from viewing encrypted information in unencrypted form, while providing the capability for Authorized Users to view encrypted information in unencrypted form to perform tasks based on a defined role.
138	The Contractor shall ensure that no cardholder data, such as Credit Card numbers or card verification value data, is in any BOS environments.
139	The Contractor shall ensure that no PII data is in the BOS environments other than production, DR and test.
140	<p>The Contractor shall provide comprehensive user credential controls that are compliant with PCI standards, including but not limited to:</p> <ul style="list-style-type: none"> • prevent the creation of 'generic' user accounts - all user accounts shall be associated to a specific person. For example, use the unique employee ID as a required field for each user account. Duplicate IDs would be rejected and

	<ul style="list-style-type: none"> prevent a user (role-based) from logging in at two different machines at the same time, while allowing a single user on a single machine to have multiple sessions open at the same time.
141	<p>The Contractor shall provide the capability to configure different user credential controls for different types of users, including but not limited to:</p> <ul style="list-style-type: none"> Authorized Users who will access the BOS; Third-Party Service Providers and Business Partners that access the BOS via external Interfaces and customers who will access the BOS via the Self-Service Website, Self-Service Mobile Application (Phase II and optional) and the IVR.
142	All Hardware shall be integrated with the PMMS and configured to provide PMMS alerts in relations to out-of-date security software and patch versions.
143	All Hardware shall be integrated with the PMMS and configured to provide PMMS alerts in relations to all attempted intrusions, virus attacks, ransomware attacks, spamming, denial of service and attempted/successful unauthorized access.
144	For any Hardware removed from the BOS, the Contractor shall provide a notarized statement, detailing the removal or destruction method used, the data sets involved, the date of destruction, and the company or individual who performed the destruction. The statement shall be sent to the Authority within fifteen (15) Calendar Days of removal of the Hardware. The destruction or erasure of data or information pursuant to this section shall be in compliance with industry Best Practices (e.g., NIST SP 800-88, Guidelines for Media Sanitization)
145	The Contractor shall provide a report of all security incidents. The Authority or its third-party designee may, but is not obligated to, perform audits, security tests and intrusion tests of BOS environments that may also include, but are not limited to, interviews of relevant personnel, review of documentation, and/or technical inspection of systems.
146	The Contractor shall provide for Authority's review any original security reports related to security assessments that the Contractor has undertaken to assess BOS and shall notify the Authority of all security assessments.

1.1.2.6. Archival and Purge Control Mechanisms

The Authority is public and, therefore, are subject to the law governing the retention and disposition of information considered as public record. The Requirements for archiving and purging include Requirements for automating these activities in a way that maintains compliance with the Contractor retention schedule that is provided as part of the Contractor's Maintenance documentation, while providing the Authority a method to Approve the disposition of records before they are deleted.

147	The Contractors archival and purge processes shall be in compliance with the data retention Requirements set forth in the Security Standards and Volume I, Section 4.2.17 Records.
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148	The Contractor shall provide the capability for fully automated and Configurable storage of historical data (archival) and the permanent deletion of inactive or obsolete data (purging).
149	The Contractor shall provide the capability to store 100 percent of the BOS electronic information in accordance with the data retention Requirements set forth in the Security Standards and Volume I, Section 4.2.17 Records.
150	The Contractor shall provide the capability to store 100 percent of the BOS electronic historical information indefinitely if they have enduring significance to the Authority's activity (i.e., permanent, evidentiary, and/or historical value) in accordance with the retention schedule. All information, other than that prohibited within the Requirements, will be retained for the duration of the Agreement and archived or moved to long-term storage as deemed appropriate during the Implementation Phase to meet all customer and Authority needs for reporting and data access
151	Archival and purge routines shall be Configurable for each impacted data element, including but not limited to: <ul style="list-style-type: none"> • transactional data; • all formats of customer PII data; • Images (Violations-related and I-Toll-related); • documents; • Notifications; • BOS logs and • third-party provided files.
152	The Contractor shall provide the capability to archive data on a monthly interval.
153	The Contractor shall provide the capability to purge archived data on a periodic basis.
154	Authorized Users shall have the capability to request retrieval of archived data through the Contractor's ticketing system included in the PMMS.
155	All archived data shall be stored on permanent, long-term storage media and shall be maintained at a secure Authority Approved third-party commercial data storage facility.
156	Servers shall retain transaction/trip and summarized data, all images and BOS logs online for a specified period of time and then archive that data.
157	Data shall be purged in accordance with the data retention schedule.
158	The Contractor shall provide the capability to notify the BOS maintenance personnel via the PMMS a Configurable number of days in advance and require Authorized User approval for when archival and purging jobs are to be executed, including but not limited to data elements impacted, date range applied and data size impact.

159	After successful archival of data and confirmation via the PMMS, the deletion of online data shall be automatic, without user intervention and shall generate a message to be transmitted according to the PMMS rules. Absolutely no transactions/trips shall be deleted unless confirmed to be successfully archived.
160	The BOS servers shall be sized to accommodate for the restoration of selected archived data (one -year minimum).
161	Authorized Users shall be able to generate queries from the restored data.

1.1.3. Interfaces

The Contractor is responsible for working with the Authority, Interoperable Agencies/California Toll Operators Committee (CTOC) and Third-party Service Providers and Business Partners in designing, developing, documenting, testing and implementing all required Interfaces and portals.

1.1.3.1. General Requirements for External Interfaces

Electronic Interfaces are required to provide BOS connectivity. The technical specifications for these Interfaces are documented in ICDs that have either already been developed by the Authority or shall be developed by the Contractor. The ICDs include Requirements for data format and transmission, criteria for acknowledgement and validation of transmitted data and procedures for recording and reconciliation as appropriate for each Interface.

162	The Contractor shall develop new or comply with existing electronic Interfaces at the direction of the Authority.
163	The Contractor shall provide for guaranteed transmission of data for all Interfaces and portals.
164	The Contractor shall provide for 100 percent reconciliation of the transmitted and received data and files.
165	The Contractor shall provide the capability for Authorized Users to access and view the contents of files, including compressed or encrypted files, which are received by the BOS and transmitted by the BOS in a readable format. Authorized Users shall have the capability to save the contents of such files.
166	The Contractor shall provide the capability for sending real-time Alerts to the PMMS for Interface and data transmission failures, including but not limited to: <ul style="list-style-type: none"> • real-time dashboard for managing and monitoring Interfaces; • workflow user Interface for managing and monitoring steps within each Interface; • status and history of executions; • comprehensive scheduling of file transmissions; • tools for viewing data and/or contents of files received via Interfaces and portals (compressed or encrypted);

	<ul style="list-style-type: none"> comprehensive reporting for transmitted and received data and files;
	<ul style="list-style-type: none"> tight integration with the PMMS and notification of failed transmissions and
	<ul style="list-style-type: none"> capability to manually execute a failed transmission.
167	When using File Transmission Protocol (FTP), the Contractor shall utilize Secure File Transmission Protocols (SFTP) for the transfer of data and/or files via Interfaces and portals.
168	The Contractor shall provide the capability to transmit and receive multiple files during each scheduled batch.
169	The Contractor shall provide the capability to transmit and receive multiple full and incremental files in a day.
170	The Contractor shall utilize file naming conventions that prevent the over-write of data and/or files. For example, include the date and time of transmission.
171	The Contractor shall provide file handling and processing methods that provide for a complete log of the data and/or file transfer process.
172	The Contractor shall validate records and identify errors in the received data and/or files, including but not limited to:
	<ul style="list-style-type: none"> mandatory fields;
	<ul style="list-style-type: none"> data formats;
	<ul style="list-style-type: none"> data validity (for example, user account number not found in the BOS);
	<ul style="list-style-type: none"> duplicate records;
	<ul style="list-style-type: none"> unexpected response;
	<ul style="list-style-type: none"> checksum/record count verification and
	<ul style="list-style-type: none"> incorrect status.
173	The Contractor shall provide the capability to correct and re-transmit data and/or files.
174	The Contractor shall provide the capability to process re-transmitted data and/or files.
175	The Contractor shall provide the capability to transmit the error details to the transmitting entity, as well as record it in the PMMS.
176	The Contractor shall provide the ability to identify missing records/transactions/images and request the transmission of such missing records/transactions/images.
177	The Contractor shall reconcile the transmitted records to the records received and accepted by the receiving entity.
178	The Contractor shall provide the means to identify Interface issues by validating the file transmission process, including but not limited to:

	<ul style="list-style-type: none"> • creation and transmission of data and/or a file at the scheduled time, even if there are no records to transmit;
	<ul style="list-style-type: none"> • determination if the data and/or a file was transmitted or received at the scheduled time;
	<ul style="list-style-type: none"> • creation of Alerts to the PMMS if data and/or a file was not created or received at the scheduled time;
	<ul style="list-style-type: none"> • creation of Alerts to the PMMS if received data and/or a file was not acknowledged;
	<ul style="list-style-type: none"> • creation of Alerts to the PMMS if records in the received data and/or file had errors when processed;
	<ul style="list-style-type: none"> • provide details in real-time to the PMMS of each failed record and
	<ul style="list-style-type: none"> • creation of Alerts to the PMMS when a response has not been received for individual records within the expected duration.
179	The Contractor shall provide data and/or file transmission and reconciliation reports as described in these Requirements.
180	All responses received from third-party Interfaces and all actions required of the third-party to a file transmitted by the BOS shall be associated with the original transaction, including but not limited to:
	<ul style="list-style-type: none"> • Violation data and images;
	<ul style="list-style-type: none"> • images of check copies for a payment;
	<ul style="list-style-type: none"> • Notifications to customers transmitted by the Collection Agency;
	<ul style="list-style-type: none"> • comments and dispositions transmitted in the response file and
	<ul style="list-style-type: none"> • emails received from the customer related to a specific transaction/trip or Violation.
181	The Contractor shall provide the capability for Authorized Users to obtain the history of updates to a transaction/trip.
182	The Contractor shall provide a dashboard that tracks the progress of data and/or file transmissions through each stage and their acknowledgements by the receiving entity, including but not limited to:
	<ul style="list-style-type: none"> • transactions/trips eligible for transmission;
	<ul style="list-style-type: none"> • file and/or data created with file name;
	<ul style="list-style-type: none"> • file and/or data transmitted;
	<ul style="list-style-type: none"> • file and/or data received;
	<ul style="list-style-type: none"> • file and/or data accepted;

	<ul style="list-style-type: none"> • file and /or data rejected;
	<ul style="list-style-type: none"> • file and/or data re-transmitted;
	<ul style="list-style-type: none"> • number of records in the file and/or data set;
	<ul style="list-style-type: none"> • number of unique user accounts and
	<ul style="list-style-type: none"> • number of failed records.
183	The Contractor shall provide the capability for Authorized Users to configure the relevant parameters related to file and/or data transmission for each Interface. For example, scheduling the time-of-day that a specific file is transmitted.
184	The Contractor shall monitor the disk capacity where files and/or data are deposited and send an Alert to the PMMS and third-party entities (if applicable) if folders are near capacity (Configurable) or full.
185	The Contractor shall provide the capability to automatically archive successfully processed data and/or files after a number of days (Configurable).
186	The Contractor shall provide the data to reconcile file transmissions.
187	The Contractor shall conform to any existing ICDs, including any updates required at the time of design and develop all new ICDs that are required to be developed. It is the Contractor's responsibility to ensure all ICDs (including existing) are accurate, updated and meet the Requirements of the BOS before developing the Interfaces. Standards-based Interfaces shall be used when available and all Interfaces shall be Approved by the Authority.
188	Where the Third-party Service Provider and Business Partner currently supports or is willing to develop a more modern and current interface, the Contractor shall be responsible for developing the ICD or using the ICD to develop the new Interface as directed by the Authority.
189	The Contractor shall implement required updates to Interfaces at the direction of the Agencies at no additional cost to the Agencies.

1.1.3.2. Interface to the ETTM System

This Interface connects the BOS with the ETTM System for transmitting transactions/trips, images, toll rate information, transponder files, license plate files and other data to the BOS for processing and for transmitting various data back to the ETTM System.

190	It is anticipated that the BOS shall receive, process and store an average of four (4) transactions per trip, including both Toll Collection Enforcement Site (TCES) and Toll Transponder Read Site (TTRS) transactions.
191	If the BOS Implementation requires an update to the ETTM System ICDs, the Contractor shall develop the new ICD and coordinate all design, development and testing with the ETTM System Contractor.

192	<p>The ETTM System ICDs may include many data fields, including but not limited to:</p> <ul style="list-style-type: none"> • trip transaction ID; • trip ID; • timestamp for when the trip started; • amount of time that was being allotted for travel from the pricing sign to the toll zone; • occupancy setting applied for the overall trip; • Clean Air Vehicle identifier for overall trip; • motorcycle identifier for overall trip; • image-based or a tag-based trip identifier; • total fare assigned for the trip; • total fare that was in effect at the time of the trip; • primary transponder ID for the overall trip; • license plate number for the overall trip; • Jurisdiction of the license plate for the overall trip; • license plate type for the overall trip; • segment identifier; • lane identifier; • lane mode identifier; • Straddle – This is a yes/no type identifier for whether the vehicle was straddling the lane line when it went through the toll zone; • timestamp for when the transaction occurred; • transponder items below shall be enumerated for each transponder read at the toll zone, with all of the subsections being listed for each transponder; • transponder ID; • timestamp when the transponder was read; • transponder status; • transponder type; • transponder occupancy setting;
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	<ul style="list-style-type: none"> • primary transponder identifier;
	<ul style="list-style-type: none"> • buffered transponder read identifier;
	<ul style="list-style-type: none"> • spurious transponder read identifier;
	<ul style="list-style-type: none"> • license plate number selected for the transaction based on confidence values;
	<ul style="list-style-type: none"> • jurisdiction of the license plate selected for the transaction based on confidence values;
	<ul style="list-style-type: none"> • license plate type selected for the transaction based on confidence values;
	<ul style="list-style-type: none"> • OCR confidence;
	<ul style="list-style-type: none"> • occupancy detection system occupancy assigned (if applicable);
	<ul style="list-style-type: none"> • occupancy assigned;
	<ul style="list-style-type: none"> • Clean Air Vehicle identifier;
	<ul style="list-style-type: none"> • motorcycle identifier;
	<ul style="list-style-type: none"> • Image items below shall be enumerated for each image captured at the toll zone, with all of the subsections being listed for each image;
	<ul style="list-style-type: none"> • file name for the image;
	<ul style="list-style-type: none"> • camera that took the image;
	<ul style="list-style-type: none"> • timestamp for when the image was captured;
	<ul style="list-style-type: none"> • license plate number reported by the OCR/image review system for the individual image;
	<ul style="list-style-type: none"> • jurisdiction of the license plate reported by the OCR/image review system for the individual image;
	<ul style="list-style-type: none"> • license plate type reported by the OCR/image review system for the individual image;
	<ul style="list-style-type: none"> • OCR confidence value for the license plate assigned by the OCR/image review system for the individual image and
	<ul style="list-style-type: none"> • payment type identifies whether the individual transaction registered as an Image-Based or a Transponder-Based Transaction.
193	The Contractor shall Interface to the ETTM System to obtain and acknowledge 100 percent of all transactions/trips, associated transaction and Violation images in accordance with the ICDs to be developed during Project design.
194	The ETTM System Interface shall be capable of the following Configurable functionality, including but not limited to:

	<ul style="list-style-type: none"> • sending the comprehensive and incremental Authority Tag Status Files and License Plate Status Files (for both the CTOC Agencies’ and Interoperable Agencies’) in real-time and at scheduled intervals (e.g., every 10 minutes). The BOS shall support sending the Tag Status File and Plate Status File as single file or as separate files;
	<ul style="list-style-type: none"> • sending Interoperable Agency transponder statuses periodically (incremental and comprehensive) multiple times per day (e.g., every 10 minutes);
	<ul style="list-style-type: none"> • sending rental car files (incremental and comprehensive) multiple times per day (e.g., every 10 minutes);
	<ul style="list-style-type: none"> • sending Plate Correction List from customer disputes and audit checks no less than every hour;
	<ul style="list-style-type: none"> • sending Processing Exception List maintained at the BOS no less than every hour;
	<ul style="list-style-type: none"> • receiving Transponder-Based Transactions/Trips;
	<ul style="list-style-type: none"> • receiving Image-Based Transactions/Trips (including license plate number, Jurisdiction, and type, if required) and
	<ul style="list-style-type: none"> • receiving other files (such as toll rate schedules and variable pricing information).
195	The Contractor shall provide the capability to positively acknowledge (ACK) message receipt, negatively acknowledge or reject a message (NACK) and reconcile data transmissions from the ETTM System.
196	The Contractor shall receive and store color and black and white images for each transaction that comprises the trip, from the ETTM System including: <ul style="list-style-type: none"> • ROI image(s) - average of approximately 8KB per image; • full rear image(s) - average of approximately 450KB per image; • full rear straddle image(s) - average of approximately 450KB per image and • overview image(s) - average of approximately 450KB per image.

1.1.3.3. Interface to the Interoperable Agencies

This Interface connects the BOS with the Interoperable Agencies for data exchange.

197	The Contractor shall provide the Interface to WRTO/CTOC Interoperable Agencies and Regional and National Hubs, for the functionality described within these Requirements and in accordance with latest and future WRTO/CTOC ICDs.
198	The Contractor shall provide the capability to obtain and acknowledge 100 percent of all transactions/trips and images from Interoperable Agencies.
199	The Contractor shall provide the capability to transmit 100 percent of all Interoperable Agency customer transactions/trips and images to their respective Interoperable Agencies.

200	The Contractor shall provide the capability (Configurable) to transmit the Authority's plaza update (including addition of new plaza facilities) information to Interoperable Agencies.
201	The Contractor shall provide the capability (Configurable) to receive Interoperable Agencies' plaza update (including addition of new plaza facilities) information.
202	The Contractor shall provide the capability (Configurable) to transmit the Authority's Transponder Status Lists (TSLs) to Interoperable Agencies.
203	The Contractor shall provide the capability (Configurable) to receive Interoperable Agency TSLs from Interoperable Agencies.
204	The Contractor shall provide the capability (Configurable) to transmit BOS customer license plate numbers to Interoperable Agencies.
205	The Contractor shall provide the capability (Configurable) to receive license plate numbers from Interoperable Agencies.

1.1.3.4. Interface to California and Arizona DMV

This Interface connects to the California, Arizona, Oregon and Nevada DMVs to obtain information (such as name, address, vehicle make/model, CAV designation, VIN) about vehicles which fail to properly pay the toll amount.

206	The Contractor shall provide and administer a direct DMV Interfaces for the purpose of obtaining registered owner information for vehicles travelling in the Express Lanes Facility and the placement and release of vehicle Registration Holds, including.
	<ul style="list-style-type: none"> • California DMV;
	<ul style="list-style-type: none"> • California Temporary License Plate DMV database;
	<ul style="list-style-type: none"> • Arizona DMV (including Temporary License Plate DMV database if applicable);
	<ul style="list-style-type: none"> • Oregon DMV (including Temporary License Plate DMV database if applicable) and
207	Whenever available, the Contractor shall use the on-line DMV interface allowing for real time look ups and updates. If multiple DMV interfaces are available to provide the same information, during the Implementation Phase the Authority shall direct the Contractor as to which Interface to implement.
208	The Contractor shall obtain approval from all DMVs to be a processor for OCTA.
209	The Contractor shall maintain all security requirements required by all DMVs.

1.1.3.5. Interface to Rental Car Service Providers

This Interface connects to Rental Car Service Providers to exchange transactions/trips, vehicle, renter information, rental agreements and payment information with the BOS, for rental cars that incur tolls on the Authority's Toll Facilities.

210	The Contractor shall provide the capability to transmit and receive vehicle information from all rental car companies using a Rental Car Service Providers.
211	The Contractor shall provide the Interfaces to Rental Car Service Providers for the functionality described within these Requirements and in accordance with ICDs to be developed during Project design.
212	The Contractor shall provide the capability to schedule and automatically send periodic (Configurable) detailed rental car account toll transaction/trip files to Rental Car Service Providers.

1.1.3.6. Interface to Transportation Corridor Agencies (TCA) for the Disposition of Rental Car Trips

The Transportation Corridor Agencies (TCA) intends to host rental car plates and transponders and collect tolls on behalf of other CTOC agencies.

213	The Contractor shall provide the capability to transmit and receive vehicle information from TCA in a separate TSL and License Plate Status File IOP file.
214	The Contractor shall provide the capability to provide TCA with toll amounts due for the plates and transponders in the rental file and process payments from TCA.

1.1.3.7. Interface to the Authority's BOS Bank

This Interface is to the Authority -provided bank to retrieve all required banking information.

215	The Contractor shall provide an Interface to the Authority Bank to retrieve, process and store all information required to support the all-electronic BOS bank reconciliation process.
216	The interface shall support the use of Positive Pay to deter check fraud.

1.1.3.8. Interface to California Franchise Tax Board (FTB) Tax Intercept Program

This Interface is to the California FTB Tax Intercept Program to provide and receive all required tax intercept information.

217	The Contractor shall provide an Interface to the California FTB to retrieve, process and store all information required to support the tax intercept process.
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1.1.3.9. Interfaces to Authority's Financial Accounting Systems

218	The Contractor shall provide an Interface to OCTA's financial accounting system for the purpose of issuing refund checks and other accounts payable checks.
219	The Contractor shall provide an Interface to OCTA's financial accounting system for the purpose of recording financial activity to the general ledger.

1.1.3.10. Interface/Connectivity to Contractor-Provided Services

The Contractor shall provide connectivity to service providers for which the Contractor is responsible. The Requirements are not prescriptive as to the Interface type or method.

220	<p>The Contractor shall provide connectivity to Contractor selected Third-party Service Providers and Business Partners as required to meet the Requirements, including but not limited to:</p> <ul style="list-style-type: none"> • Collection Agency 1 (Direct Access to BOS is Phase II Functionality); • Collection Agency 2 (Direct Access to BOS is Phase II Functionality); • Customer Satisfaction Survey Provider Subcontractor; • Lockbox Service Provider (optional); • Merchant Service Provider 1; • Merchant Service Provider 2; • 3rd Party ROV Lookup for all 50 states (excluding direct connect DMVs), District of Columbia, U.S. Government and • Print/Mail House Provider (optional).
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1.1.4. Performance Management and Monitoring System

The Performance Management and Monitoring System (PMMS) supports BOS maintenance Requirements for all Hardware, Software and other BOS components by monitoring BOS processes, equipment, jobs and Interfaces in real-time to identify degradations in performance or availability before they impact end users. The PMMS generates Alerts and creates actionable trouble tickets that can be tracked to resolution.

221	<p>The Contractor shall provide a PMMS that supports BOS maintenance Requirements for all Hardware, Software and other BOS components, in accordance with these Requirements.</p>
222	<p>The Contractor shall provide a PMMS that monitors, Alerts and generates trouble tickets in real-time for all BOS processes, equipment, jobs and Interfaces, including but not limited to:</p> <ul style="list-style-type: none"> • communications issues; • electrical power issues; • temperature issues; • Hardware issues; • Software issues or failures; • database issues; • anomalies to the system design;

	<ul style="list-style-type: none"> • issues with customer portals (Self-Service Website and Self-Service Mobile Application (Phase II and optional));
	<ul style="list-style-type: none"> • file systems and file system issues;
	<ul style="list-style-type: none"> • issues with jobs, processes or data flows;
	<ul style="list-style-type: none"> • BOS health – overall and by component;
	<ul style="list-style-type: none"> • BOS and application performance;
	<ul style="list-style-type: none"> • BOS utilization – disk space, disk IOs, CPU, memory, throughput (Configurable thresholds);
	<ul style="list-style-type: none"> • security events;
	<ul style="list-style-type: none"> • Logs;
	<ul style="list-style-type: none"> • access controls;
	<ul style="list-style-type: none"> • CSC CCTV Surveillance System and
	<ul style="list-style-type: none"> • CSC physical security systems.
223	<p>The PMMS shall provide comprehensive recording capabilities, including but not limited to:</p> <ul style="list-style-type: none"> • log aggregation (from disparate systems or Modules); • event correlation (cause and effect association); • log shipping and • log management functions.
224	<p>The PMMS shall have the ability to receive success or failure information regarding data management activities, including but not limited to:</p> <ul style="list-style-type: none"> • backup; • DR data transfer and synchronization status; • data archival and • data restores.
225	<p>The Contractor shall provide a PMMS that monitors, alerts and tracks, in real-time, unusual or potentially fraudulent activity triggered by users and systems, including but not limited to:</p> <ul style="list-style-type: none"> • multiple one-time replenishments coupled with closing of customer accounts; • repeated opening and closing of customer accounts; • refunds over a dollar amount (Configurable) and

	<ul style="list-style-type: none"> multiple deposits and refunds on the same customer account.
226	The PMMS shall monitor that all BOS components have current and up-to-date virus, firewall and spam protection and other security Software that prevent single point of vulnerability from external threats, virus attacks, ransomware, spam protection and unauthorized access.
227	<p>The Contractor shall provide a PMMS that monitors, alerts and tracks, in real-time, unusual or potentially fraudulent activity, including but not limited to:</p> <ul style="list-style-type: none"> attempted network or system intrusions; attempted malicious attacks and Unexpected changes to security settings on firewalls and other security systems.
228	<p>The PMMS shall include, but not be limited to the following capabilities:</p> <ul style="list-style-type: none"> receiving and monitoring status messages for all BOS Hardware and Software; grouping, sorting and filtering by message type, time, equipment, subsystem, etc.; local trouble ticket manual entry or email entry by users; automatic work order generation; storing data in a relational database to allow for data recovery and flexibility in reporting the raw data (including dashboards and ad-hoc reporting); generating (automatically) monthly performance reports; tracking service requests; assigning priorities and actions to events; notifying (automatically) maintenance personnel via reports, text and email; assigning trouble tickets to maintenance personnel; reassigning (manually) trouble tickets to other maintenance personnel; escalating (automatically) trouble tickets to other maintenance personnel; recording time of acknowledgement by maintenance personnel; recording time of acknowledgement by all subsequently assigned maintenance personnel; recording time of repair; recording time of equipment recovery; recording completion of service calls;

	<ul style="list-style-type: none"> • attachment of common document type, such as Microsoft Word, Portable Document Format (PDF), email and screen capture images;
	<ul style="list-style-type: none"> • providing automatic Alerts for trouble tickets not closed in a specified time;
	<ul style="list-style-type: none"> • maintaining and tracking repair maintenance activity;
	<ul style="list-style-type: none"> • calculating response times, repair times and down time from the data entered by the maintenance staff and automatically generated by the BOS;
	<ul style="list-style-type: none"> • accepting and updating trouble tickets from mobile hand-held devices and smart phone entries;
	<ul style="list-style-type: none"> • role-based security;
	<ul style="list-style-type: none"> • automatic system exception reporting for all processes that are not running;
	<ul style="list-style-type: none"> • automatic system workflow exception reporting for all items that are not processing correctly or are hung up in the BOS and
	<ul style="list-style-type: none"> • providing hard copy reports on issues, failures and trouble resolution status.
229	The PMMS shall record all configuration data in a configuration management database, which shall be updated after each system component change, including application of BOS patches.
230	The PMMS shall provide system maintenance personnel with screens, dashboards and reports within the PMMS that allows for the verification and monitoring of all processes, programs and scheduled tasks. Failures shall be visible in a PMMS screen accessible to maintenance personnel. Event and error logs shall be provided to assist maintenance personnel with investigating problems.
231	All PMMS screens, dashboards and reports shall be available to Authorized Users from the Authority.
232	The PMMS shall provide Authorized Users with operational, management and performance reports from the PMMS that include but are not limited to:
	<ul style="list-style-type: none"> • summarized and detailed alarm history;
	<ul style="list-style-type: none"> • maintenance paging and response history;
	<ul style="list-style-type: none"> • work order status and tracking;
	<ul style="list-style-type: none"> • equipment inventory and life cycle tracking;
	<ul style="list-style-type: none"> • equipment availability;
	<ul style="list-style-type: none"> • preventive and predictive maintenance;
	<ul style="list-style-type: none"> • corrective maintenance;
	<ul style="list-style-type: none"> • response and repair times for each of the priorities;

	<ul style="list-style-type: none"> • equipment use history;
	<ul style="list-style-type: none"> • equipment repair history;
	<ul style="list-style-type: none"> • total System availability;
	<ul style="list-style-type: none"> • sub-System availability for components of the BOS, IVR System, Self-Service Website and Self-Service Mobile Application (Phase II and optional);
	<ul style="list-style-type: none"> • equipment versions, Software versions, firmware versions and serial numbers for all equipment installed under these Requirements;
	<ul style="list-style-type: none"> • incident logs and lost revenue estimates;
	<ul style="list-style-type: none"> • performance reports detailing compliance to the Performance Measures;
	<ul style="list-style-type: none"> • a detailed list of parts replaced as a result of maintenance actions;
	<ul style="list-style-type: none"> • status of removed parts and equipment with an aging status for parts under repair or replacement (serial numbers, being repaired in maintenance shop, purchase replacement part);
	<ul style="list-style-type: none"> • performance reports;
	<ul style="list-style-type: none"> • an exceptions report summarizing all unusual or significant occurrences during the period and
	<ul style="list-style-type: none"> • trend analysis for repetitive failure.
233	The PMMS shall support the management of preventive/predictive maintenance schedules.
234	The PMMS shall provide the capability to automatically generate work orders for preventive/predictive maintenance tasks.
235	The Contractor shall provide a PMMS that supports asset management, including but not limited to:
	<ul style="list-style-type: none"> • tracking all System Hardware and Software items;
	<ul style="list-style-type: none"> • tracking all System Hardware and Software locations;
	<ul style="list-style-type: none"> • tracking all System Hardware and Software versions;
	<ul style="list-style-type: none"> • tracking all maintenance and service agreements;
	<ul style="list-style-type: none"> • maintaining a list of vendors from which products were procured;
	<ul style="list-style-type: none"> • associating the original purchase order number to the individual item;
	<ul style="list-style-type: none"> • associating the original vendor to the individual item;
	<ul style="list-style-type: none"> • associating all warranty information to the individual item and
	<ul style="list-style-type: none"> • providing an Alert prior to warranty, license, and certification expiration.

1.2. BOS Maintenance and Support Requirements

The Requirements described in this section detail the Contractor’s responsibility for providing Maintenance and Software Support Services for the BOS, and associated communications and support to operations, including but not limited to:

- Hardware maintenance (servers, storage, network switches, firewalls, routers, etc.) if required;
- network administration;
- system administration;
- administration of CSC facility physical security systems;
- administration of CSC Surveillance CCTV systems at CSC facility;
- database administration;
- Maintenance and Software Support Services;
- monitoring services;
- on-site desktop and application support services within the I-405 CSC and WIC;
- on-site desktop and I-405 BOS application support services at the OCTA Store WIC (OCTA provided equipment);
- support of work at home CSRs and operations during Business Continuity;
- application support for the Authority’s staff and
- BOS security.

In delivering the Maintenance and Software Support Services, the Contractor is expected to provide the following services, including but not limited to:

- well documented maintenance schedules and processes;
- change and configuration management;
- on-site support of the BOS;
- complete around-the-clock maintenance of the BOS;
- significant participation with the Authority’s staff, meetings and processes and
- ample spare parts inventory and support agreements.

236	The Contractor shall be responsible for performing all maintenance activities and fully supporting and maintaining the BOS from Go-Live throughout the Operations and Maintenance Phase.
237	The Contractor shall provide maintenance, including but not limited to all equipment, Hardware, Software, cloud-based systems, and systems provided under this Agreement, including maintenance associated with the compliance with the terms of the Software warranty.

238	The Contractor shall provide Maintenance and Software Support Services, including but not limited to: monitoring; preventive; predictive; corrective, and emergency Maintenance and Software Support Services, as well as any required and planned Upgrades and Enhancements to be performed on any and all BOS elements.
239	To ensure BOS performance is optimized, all system administrative functions, if not otherwise automated, shall be performed at regular, scheduled intervals as part of the preventive Maintenance and Software Support Services in accordance with the Maintenance Plan.
240	The Contractor shall administer, maintain (as required in conjunction with Authority paid maintenance agreement) and be the point of contact for all Authority provided and paid for equipment, systems and maintenance agreements, including uninterruptable power equipment, power generators, CCTV Surveillance and physical security systems at the I-405 CSC and WIC facility.
241	The Contractor shall provide on-site Desktop Environment and BOS application technical support to all Contractor personnel and Authority Authorized Users at all locations from 7 a.m. to 7 p.m. Monday – Friday, Pacific Time and be on-call and available to come on-site 24x7x365.
242	The Contractor shall provide support for work-at-home CSRs and operations and in accordance with the Approved Disaster Recovery and Business Continuity Plans. For example, during an event similar to the COVID-19 outbreak.
243	<p>Continuous monitoring of BOS operations shall be performed to verify its functional, processes are being executed as scheduled and that the BOS is operating per Performance Measures. Continuous monitoring shall include but not be limited to:</p> <ul style="list-style-type: none"> • verifying system alarms and Alerts; • verifying processes/programs/job have successfully completed as scheduled; • evaluating sample transactions data and aggregate data trends for exceptions; • confirming trip/transaction and image transmission to and from the ETTM System; • performing routine diagnostics; • reviewing comparative reports to identify potential system degradation; • confirming successful data transfer, such as the TSL; • confirming data transmission to and from external Interfaces; • correcting identified performance issues; • confirming primary and DR systems are synchronized; • monitoring backups; • database administration and monitoring;

	<ul style="list-style-type: none"> • general System health;
	<ul style="list-style-type: none"> • evaluating storage Requirements and
	<ul style="list-style-type: none"> • reviewing error logs and Alerts.
244	The Contractor shall validate that all BOS components obtain virus protection and security updates as soon as they are available.
245	The Contractor shall provide advance notice and obtain Approval when purging jobs that permanently delete data from the system are to be executed, including but not limited to: data elements impacted, date range applied and data size impact.
246	The Contractor shall re-establish or re-install system files, programs and parameters, as required, following a failure or damage to the system and return the BOS to a fully-operational condition.
247	The Contractor shall maintain and test up-to-date Software backups (all system Software and data) in accordance with the Maintenance Plan that is secure and protects the integrity of the data.
248	The Contractor shall provide backups performed on physically separate Hardware and Software from the data being backed up.
249	The Contractor shall maintain accurate equipment inventory status and update status.

1.2.1. BOS Hardware Maintenance

250	During the Operations and Maintenance Phase, the Contractor shall plan to regularly Upgrade all BOS environments to maintain a high-level of performance, reliability and provide for the implementation of the manufacturer's current system and security firmware/software. These Upgrades shall be accounted for in the Contractor's Price Proposal and will not be separately paid for by the Authority over the term of the Agreement.
251	During the Operations and Maintenance Phase, the Contractor shall Upgrade the Desktop Environments and office equipment no less than every three (3) years to maintain a high-level of performance and reliability. These Upgrades shall be accounted for in the Contractor's Price Proposal and will not be separately paid for by the Authority over the term of the Agreement.
252	BOS Hardware maintenance shall include but are not limited to: <ul style="list-style-type: none"> • BOS servers, storage devices, backup devices and network equipment at the primary BOS site, including all production and non-production BOS environments as required; • BOS servers, storage devices, backup devices and network equipment at the BOS DR site; • all Contractor-provided desktop Hardware and peripherals;

	<ul style="list-style-type: none"> all Hardware and peripherals that interact with the BOS to the extent that the Contractor-installed Software or applications are negatively affecting the operation of the peripheral;
	<ul style="list-style-type: none"> all CSC office equipment. For example, copiers and printers and
	<ul style="list-style-type: none"> IVR, ACD and telephony systems.

1.2.2. BOS Network System Maintenance

253	Any maintenance and/or replacement costs shall be included in the Contractor's Price Proposal and will not be separately paid for by the Authority over the term of the Agreement unless explicitly noted.
254	During the Operations and Maintenance Phase, the Contractor shall plan to regularly Upgrade the network hardware to maintain a high-level of BOS reliability and provide for the implementation of the manufacturer's current system and security firmware/software. These Upgrades shall be included in the Contractor's Price Proposal and will not be separately paid for by the Authority over the term of the Agreement.
255	The Contractor shall maintain and monitor the BOS network, including connection of the primary and DR BOS locations.
256	The Contractor shall proactively monitor the WAN network, its connections and its components to respond to any fault or problem.
257	The Contractor shall monitor all communications with interfacing systems and Third-Party Service Providers and Business Partners.
258	The Contractor shall monitor all network Alerts and alarms, as well as detect intrusion attempts and prevent intrusions.
259	The Contractor shall perform the necessary support services required of the Interoperable Agencies in order to keep day to day operations and transfers current, such as operating system Upgrades.
260	The Contractor shall Upgrade and update the network security and provide the required software and monitoring tools to ensure the BOS is always in compliance with the Security Standards.

1.2.3. BOS Administration and Software Support Services

261	The Contractor shall include in their Price Proposal all administration, system maintenance and software maintenance costs. The Authority shall only pay for items that are explicitly identified as being paid for by the Authority. Software modifications required to maintain and support the BOS as a part of the normal course of business shall not be considered Upgrades or Enhancements paid for by the Authority. These modifications include but are not limited to:
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	<ul style="list-style-type: none"> • Updates the System to keep up with and support new mobile devices, mobile browsers, desktop browsers and operating systems, mobile and desktop customer experience trends, mobile payments, trends in mobile device and desktop navigation techniques, as well as updated look and feel for the Self-Service Website and Self-Service Mobile Application (Phase II and optional);
	<ul style="list-style-type: none"> • version changes;
	<ul style="list-style-type: none"> • configuration or parameter changes;
	<ul style="list-style-type: none"> • all changes to Interoperable or CTOC ICDs and related reports;
	<ul style="list-style-type: none"> • all changes to ICDs and Interfaces to Contractor-selected Third-Party Service Providers and Business Partners;
	<ul style="list-style-type: none"> • minor changes to reports, software or code;
	<ul style="list-style-type: none"> • Software modifications required to ensure BOS is compliant to existing Security Standards and
	<ul style="list-style-type: none"> • changes for the Contractor’s benefit that improve the Contractor’s ability to maintain and support the BOS and to meet the Performance Measures.
262	<p>The Contractor shall provide Maintenance and Software Support Services for all elements of the BOS, including but not limited to:</p>
	<ul style="list-style-type: none"> • operating systems;
	<ul style="list-style-type: none"> • databases;
	<ul style="list-style-type: none"> • BOS application Software;
	<ul style="list-style-type: none"> • third-party Software;
	<ul style="list-style-type: none"> • Software change management;
	<ul style="list-style-type: none"> • Software configuration management and
	<ul style="list-style-type: none"> • Software version control.
263	<p>The Contractor shall maintain all secure website certificates for all websites, including the website serving the Authority managed content, if required.</p>
264	<p>The Contractor shall provide Maintenance and Software Support Services that include monitoring, preventive, predictive and corrective action to ensure BOS performance is in accordance with Requirements. This shall include but is not limited to:</p>
	<ul style="list-style-type: none"> • any daily, weekly or periodic maintenance required to maintain the BOS at required performance levels (such as, indexing and tuning databases and archiving and purging);

	<ul style="list-style-type: none"> • third-party Software or firmware patches, updates and Upgrades, as required and to be compliant with Security Standards, including but not limited to: performing security Software Upgrades, database Upgrades and operating system Upgrades;
	<ul style="list-style-type: none"> • Approved adjustments and updates to the BOS data based on a criteria and conditions Approved by the Authority to correct failures and issues;
	<ul style="list-style-type: none"> • monitoring of error logs and system logs;
	<ul style="list-style-type: none"> • maintenance of back-ups and backup Software;
	<ul style="list-style-type: none"> • maintenance of all BOS environments;
	<ul style="list-style-type: none"> • installation of new Software and confirmation of successful installation;
	<ul style="list-style-type: none"> • verify data replication to DR site is occurring as configured and replication is not drifting beyond an acceptable threshold;
	<ul style="list-style-type: none"> • verify time synchronization is occurring as configured, and system clocks are not drifting or otherwise incorrect;
	<ul style="list-style-type: none"> • modifications to IVR call flow needed to correct routing and call flow problems identified during normal operations;
	<ul style="list-style-type: none"> • creation of ad-hoc reports requested by the Authority;
	<ul style="list-style-type: none"> • generation of queries as requested by the Authority;
	<ul style="list-style-type: none"> • analysis of data as requested by the Authority and
	<ul style="list-style-type: none"> • modifications to the Self-Service Website and Self-Service Mobile Application (Phase II and optional) to keep up-to-date with the Authority's policies and general information.
265	<p>Software support services shall include monitoring and corrective action to ensure BOS performance is in accordance with Requirements, to include database management and operation. This shall include but is not limited to:</p> <ul style="list-style-type: none"> • investigation and analysis of errors and exceptions and taking corrective action, including correcting the problem and reprocessing the data; • monitoring notifications and initiating corrective actions on application programs to meet Requirements; • updates to the BOS to support Upgrades to Hardware or third-party Software and • updates to the BOS to support all changes to Business Rules and BOS Configurable parameters and deploy changes in production.
266	<p>The Contractor shall monitor, Upgrade and update the BOS is always in compliance with the Security Standards.</p>

267	The Contractor shall ensure maintenance does not conflict with or cause interruption in service or cause substandard service to the Authority or its customers.
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1.2.4. Payment Card Industry (PCI) Security Standards and Compliance

The PCI Security Standards Council is responsible for the development, management, education and awareness of the PCI Security Standards, including the PCI DSS, Payment Application Data Security Standard (PA-DSS). The PCI Security Standards provide guidance for merchants, vendors and security consulting companies to mitigate data breaches and prevent payment cardholder data fraud.

The Contractor is responsible for ensuring that PCI compliance is fully achieved prior to the Go-Live date. The Contractor is further required to ensure that the BOS continues to be PCI compliant as outlined in the Maintenance and Operations Phase Requirements.

268	The Contractor and the BOS shall be in compliance with the PCI DSS for a Level 2 merchant or the appropriate merchant level as defined by the PCI Security Standards Council in place at the time of BOS Go-Live.
269	The Contractor shall ensure that the BOS is in compliance with any individual additions to the PCI Security Standards since the last major version or the current version published by the PCI Security Standards Council and all future versions.
270	The Contractor shall utilize the PCI Security Standards Council's Prioritized Approach method to indicate how each PCI Requirement is being addressed prior to Go-Live. The Prioritized Approach shall be submitted to the Authority along with substantiating evidence for review and Approval.
271	The Contractor shall ensure the BOS is in compliance with PCI-DSS for any Commercial Off-the-Shelf (COTS) Software that will be used in payment applications.
272	The Contractor shall provide, prior to the BOS Go-Live: <ul style="list-style-type: none"> • PCI Attestation of compliance by either a qualified ISA or an independent QSA, or as required by PCI DSS; • vulnerability scan by an Approved scanning vendor and • internal and external penetration testing results.
273	No more than three (3) months after Go-Live the Contractor shall provide a complete Report of Compliance (ROC), including details about the BOS environment and the assessment methodology, as well as documentation regarding the BOS's compliance status for each PCI DSS Requirement. The ROC shall be provided which outlines a clear plan and schedule (in writing) to achieve full PCI compliance no more than six (6) months after Go-Live.
274	The Contractor shall be responsible for providing a ROC prior to BOS Acceptance.

1.2.5. Interoperability Requirements

The Authority currently has Interoperability agreements with CTOC Agencies and, in the future, it is anticipated that regional and national Interoperable agreements will be established. These Requirements apply to all existing and future Interoperability.

Interoperability includes exchanging and processing transactions/trips, customer, transponder, payment, corrections, vehicle data, invoices and reconciliations between the BOS and the Interoperable Agencies. The BOS shall process transactions/trips from Interoperable Agencies for the Authority’s customers who have used Interoperable Agency roads, as well as transactions/trips for Interoperable Agencies’ customers on the Authority’s facility. The Interface supports the transmission and receipt of all files identified in the respective ICDs.

At the Authority’s direction, the Contractor shall support direct connection and/or connection through a CTOC Agency intermediary to nationally (non-CTOC) Interoperable Agencies.

The BOS and Interoperable Agencies perform validation checks to confirm the transactions/trips are in compliance with the Interoperable Agency ICD and reject any transactions/trips that are not. Validated transactions/trips shall be Posted to a user account in accordance with the Interoperable Agency agreements.

The BOS must be prepared to work with other ICDs to send and receive transactions/trips and transaction data and other data files.

275	<p>The Contractor shall support all Interoperable Agency activities as required by the Authority, including but not limited to:</p> <ul style="list-style-type: none"> • attend technical meetings; • review and provide comments on documents; • support Interoperable Agency testing as requested; • support modifications to Interoperable specifications and • be compliant with the latest published Interoperable specifications.
276	<p>The Contractor shall support the addition of Regional and National Interoperability either directly or through a CTOC designated intermediary.</p>

1.2.6. Preventive and Corrective Maintenance Requirements

1.2.6.1. Preventive Maintenance

277	<p>The Contractor shall provide preventive maintenance on the BOS Hardware, servers, communications network and Software as required.</p>
278	<p>No less than quarterly the Contractor shall conduct a full network vulnerability scan and web application penetration testing performed by an independent Qualified Security Assessor (QSA).</p>
279	<p>Separate from the quarterly vulnerability scan, the Contractor shall conduct a full network vulnerability scan and web application penetration testing performed by an independent Qualified Security Assessor (QSA) in conjunction with any network or security changes.</p>

280	The Contractor shall in accordance with the Approved preventive maintenance schedule, periodically inspect all equipment, both major components and support components (such as fans, cabinets, environmental control units, filters, storage units) that constitute the BOS and shall make repairs, cleaning, adjustments and replacements of components as necessary to maintain the equipment in normal operating condition.
281	Servers and storage devices shall be periodically checked to verify that storage space is not reaching maximum thresholds; disks are not fragmented or damaged; Software is of the latest version per the configuration management database, and data is being processed and transferred in an appropriate manner. These checks should be performed automatically whenever possible, but must be checked manually if the task cannot be automated.
282	The BOS shall be monitored to ensure performance is optimal and meets the Performance Measures, including but not limited to: <ul style="list-style-type: none"> • report generation times; • BOS access times; • IVR statistics; • Self-Service Website access times and • Self-Service Mobile Application (Phase II and optional) access times.
283	All equipment and systems shall be included as part of preventive maintenance, in accordance with the original equipment manufacturer's guidelines. Any variations or exceptions shall be noted by the Contractor and Approved in advance by the Authority.
284	Scheduled maintenance shall be communicated to the Authority a minimum of seven (7) Calendar Days in advance for approval by the Authority and shall be scheduled for times when the CSC is not operating.
285	Preventive maintenance shall be scheduled to be performed by BOS administration staff between 12 AM and 3 AM PST weekdays. Any preventive maintenance tasks that need to be performed during normal BOS operating hours that is not part of the Approved Preventive Maintenance Schedule shall be Approved in advance by the Authority.
286	The diagnostic aids, tools and equipment required to perform preventive maintenance equipment analysis shall be provided by the Contractor to the Authority, as necessary to meet the Authority's maintenance responsibilities.
287	When preventive maintenance requires a BOS Service to be made unavailable to the customer, a Notice shall be Posted 24 hours in advance of the outage on the Self-Service Website, Self-Service Mobile Application (Phase II and optional) and through the IVR so customers are aware of the impending outage.

1.2.6.2. Corrective Maintenance

288	All Work performed by the Contractor to correct incidents, problems and failures to meet the Requirements shall be considered corrective maintenance. Such problems include but are not limited to:
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	<ul style="list-style-type: none"> • failure of BOS functions;
	<ul style="list-style-type: none"> • failure of processes and programs;
	<ul style="list-style-type: none"> • report failures and issues;
	<ul style="list-style-type: none"> • application failures;
	<ul style="list-style-type: none"> • data and revenue reconciliation failures;
	<ul style="list-style-type: none"> • failures in transmitting and receiving files from the various third-party Interfaces;
	<ul style="list-style-type: none"> • errors and exceptions when processing data received from the ETM System, Interoperable Agencies and third-party entities;
	<ul style="list-style-type: none"> • network failures and issues;
	<ul style="list-style-type: none"> • BOS or component performance issues;
	<ul style="list-style-type: none"> • data loss or inaccessibility and
	<ul style="list-style-type: none"> • non-conforming availability levels.
289	When a BOS Service becomes unavailable to the customer due to an unplanned outage or emergency a Notice shall be Posted on the Self-Service Website, Self-Service Mobile Application (Phase II and optional) and IVR as soon as possible so customers are aware of the outage.

1.2.6.3. 24X7 Maintenance Coverage

290	The Contractor shall provide continuous (24x7) coverage for all monitoring, system administration services and maintenance-related activities sufficient to meet the Performance Measures.
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1.2.6.4. Recording of Maintenance Activities

291	The Contractor shall be responsible for logging all reported maintenance activities. The Contractor also shall be responsible for documenting in detail all information and issues related to a failure condition, providing a corrective action report within two (2) weeks including all actions taken to complete the correction and a root cause analysis.
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1.2.6.5. Maintenance Priorities, Response and Repair Times

292	Response and repair time is defined as the time from failure to repair/correction with the BOS being returned to normal operations. The Contractor shall respond to calls and repair times noted in the Performance Measures according to the following priority levels:
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	<ul style="list-style-type: none"> • Priority 1: Any malfunction or fault that impacts the BOS and CSC Operations ability to serve customers (for example, Self-Service Website functionality unavailable or not operating properly; BOS functionality unavailable or not operating properly for CSRs servicing customers; phone system not taking calls or not taking all calls; IVR unavailable or not operating properly; notifications or customer communication not being sent immediately when eligible through all channels), results in the loss of revenue, compromises security, causes a hazard to personnel, causes the loss or potential loss of any BOS data, causes loss of redundancy within the BOS components.
	<ul style="list-style-type: none"> • Priority 2: Any malfunction or fault that degrades performance but not the BOS or CSC Operation’s ability to serve customers. It includes examples such as inaccurate reporting, inability to reconcile revenue, loss of BOS functionality that does not impact customer access to data or service, and/or loss of functionality that impacts the Authority’s operational efficiency.
	<ul style="list-style-type: none"> • Priority 3: Any malfunction or fault that has the potential to result in a degrading of the BOS or CSC Operations’ performance but has not yet and is not anticipated to immediately impact performance.
293	Any downtime that is a part of scheduled and approved preventive maintenance, including scheduled new Software releases not associated with a maintenance event shall not affect the Performance Measures calculation. However, in this event the Contractor does not make the BOS available and/or fully restore CSC Operations within the approved schedule window, the resulting downtime shall be included in the Performance Measure calculations.
294	Response and repair times for every BOS maintenance event shall be recorded and reported by the Contractor, and such reports shall be provided to the Authority.
295	No incident shall be closed by a technician before the equipment or Software service has logged a recovery. For example, if a service is degraded because of a loss of a redundant component, the incident cannot be closed until the redundant component has been replaced and service has returned to normal.

1.2.7. Certification of PCI DSS Compliance

The Contractor is responsible for providing certification of PCI DSS Compliance.

296	The Contractor shall complete a PCI DSS assessment by either a qualified Internal Security Assessor (ISA) or an independent Qualified Security Assessor (QSA), or as required by PCI DSS, at the interval required for PCI DSS compliance, including a complete ROC. The Contractor shall be responsible for providing the ISA or QSA at no additional cost to the Authority. The Contractor shall fully cooperate with the Authority at no cost to the Authority in responding to the assessor’s requests and implement remedies if any issues are identified.
297	The Contractor shall complete a full penetration vulnerability and exploitation testing, the results of which shall be provided to the Authority, at the interval required for PCI DSS compliance throughout the Implementation and Operations and Maintenance Phases.

298	The Contractor shall be responsible for providing a ROC on an annual basis, no later than the original date thereafter.
299	The Contractor shall provide all documentation required under PCI, including but not limited to network diagrams and detailed policies and procedures, available to the Authority.
300	To evaluate the security risk to the BOS and identify potential vulnerabilities, the Contractor shall perform penetration and vulnerability tests in accordance with PCI requirements.
301	The Contractor shall document and immediately report to the Authority any PCI DSS issues/vulnerabilities found during monthly penetration and vulnerability tests or upon new Software release.
302	The Contractor is responsible for correcting all deficiencies at the Contractor's cost and ensuring the BOS is PCI DSS compliant and ensuring security risks are handled appropriately.
303	The Contractor shall furnish copies of all PCI assessment, testing, scanning and compliance documentation including the ROC to the Authority, upon completion of quarterly and annual assessment activities throughout the Implementation and Operations and Maintenance Phases.

1.2.8. Emergency Response Management

The Contractor shall be responsible for emergency response management throughout the Operations and Maintenance Phase.

304	The Contractor shall immediately respond to any emergency situation that has already impacted the BOS or could potentially damage the BOS. The Contractor shall be prepared to put forth all necessary resources to divert or correct an emergency condition.
305	Such emergency conditions shall be handled in accordance with policies and procedures developed by the Contractor and Approved by the Authority in the Disaster Recovery and Business Continuity Plans. The following are a few examples of emergency conditions:
	<ul style="list-style-type: none"> • weather related;
	<ul style="list-style-type: none"> • safety related;
	<ul style="list-style-type: none"> • health related. For example, in response to a COVID-19 or similar outbreak;
	<ul style="list-style-type: none"> • conditions that invoke the Disaster Recovery and/or Business Continuity Plans;
	<ul style="list-style-type: none"> • BOS outages;
	<ul style="list-style-type: none"> • third-party power outage or communication failure and
	<ul style="list-style-type: none"> • security breaches.

1.2.9. Disaster Recovery and Business Continuity

The Contractor shall be responsible for Disaster Recovery Procedures and testing throughout the Implementation and Operations and Maintenance Phases.

306	The Contractor shall perform Disaster Recovery procedures in accordance with the Disaster Recovery Plan (DRP) in the event of a disaster and return the BOS to a fully operational condition.
307	The Contractor shall test the Disaster Recovery and Business Continuity procedures on an annual basis to validate that they are functioning per the design. The Authority shall witness the test and the Contractor shall provide a report outlining the test, test results and any anomalies encountered for the Authority’s review and approval.
308	The BOS shall meet the Recovery Point Objective (RPO), Recovery Time Objective (RTO) and level of service (LOS) levels provided in the Performance Measures.
309	The Contractor shall address any issues encountered from the annual Disaster Recovery and Business Continuity testing.
310	The Contractor shall support the ETTM System Contractor’s Disaster Recovery and Business Continuity annual testing.

1.2.10. Incident and Revenue Loss Reporting

311	The Contractor shall work with the Authority to develop a communications protocol for incident and revenue loss reporting (e.g., communications procedures based on incident and priority level).
312	The Contractor shall immediately notify the Authority of any incident or event where the loss of revenue or data or security breach has occurred or potentially has occurred or could occur. The Contractor shall take immediate action to rectify the condition and return the BOS to normal operations.
313	In the event of a loss or potential loss of revenue or data or security breach, an incident report shall be provided to the Authority within five (5) Business Days of the incident. The report shall identify the issue and provide a detailed account of the incident; its cause; duration; resolution or planned resolution, and a quantification of actual or potential lost revenue or data or security breach. Regular updates shall be provided until the issue has been fully resolved and closed. The incident and its impacts shall also be further detailed in the subsequent monthly report. The Contractor shall be held responsible for all lost revenue and data and customer impacts, including remediation, in accordance with the terms of the Agreement.

1.3. Future Functionality

The BOS shall be designed to anticipate certain future functionality and Interfaces. The introduction of future functionality, of the type noted in this section, shall be anticipated and not require changes to the Software or System architecture or significant changes to the database structure. However, the accommodations made by the Contractor in anticipation of this potential future functionality shall not negatively impact the development of the BOS or increase the Offeror’s Price Proposal.

314	The introduction of future functionality shall not require changes to the Software or BOS architecture, or significant changes to the database structure including the capability to easily add fields and report on them without affecting the database schema.
315	The accommodations made by the Contractor in anticipation of potential future functionality shall not negatively impact the development of the BOS or increase the Offeror's Price Proposal.
316	The Contractor shall provide the capability to Interface with entities providing for national Interoperability in accordance with ICDs to be designated by the Authority and/or developed during Project design. The Contractor shall accommodate new Interfaces (via either a national hub, regional hubs or larger peer-to-peer exchanges) without significant changes to the Software or database structure.
317	The BOS design, data schema, financial accounting and reporting approach shall support the future, potential direct support of additional OCTA and non-OCTA Toll Facilities. All functionality provided shall be easily configured to support these potential additional Toll Facilities. For example, Configurable settings shall be capable of different settings for different Toll Facilities. The design shall not add repetitive and/or additional clicks in order to navigate screens, search data or configure reports while the BOS is supporting only the I-405 Toll Facility. For example, the user shall not have to select "OCTA" or "I-405" until such time as an agency or Toll Facility differentiation is required.
318	The Contractor shall provide the capability to Interface to new CTOC agencies and national interoperability without significant changes to the Software or database structure.
319	The Contractor shall include (but not enhance, configure or develop) all existing base BOS functionality to support the future integration with a Money Service Provider. Throughout the Operations and Maintenance Phase, the Authority may direct the Contractor to integrate with a Money Services Provider for the purpose of providing enhanced access and services for cash paying customers including, obtaining transponders and making payment towards Violation Notices and account balances.
320	The Contractor shall include (but not enhance, configure or develop) all existing base BOS functionality to support the future integration with an Occupancy Detection System (ODS) that would be integrated into the ETM System. Throughout the Operations and Maintenance Phase, the Authority may direct the Contractor to integrate with and accept images from an ODS for the purpose of reducing occupancy-based Violations.
321	The Contractor shall include (but not enhance, configure or develop) all existing base BOS functionality to support the potential introduction of customer invoicing prior to the Violation process described herein. During the Operations and Maintenance Phase, the Authority may direct the Contractor to implement customer invoicing.

1.4. Account Management

There are two account types Registered and Unregistered. Registered account is established when customer opens a pre-paid account with the Express Lanes. An Unregistered account is established by the BOS using the DMV, a ROV Lookup Provider or Affidavit of Non-liability for Violation

transactions/trips. Establishment and management of accounts shall be performed per Business Rules.

Customers can establish new Registered accounts or convert an Unregistered account to a Registered account. To establish a Registered account, customers must provide customer contact information including name, address, telephone number and email address and vehicle information including license plate number, type and Jurisdiction and vehicle make, model and color. Most accounts will be prepaid and as such customers also must establish a replenishment method to be used to replenish prepaid tolls when the account reaches the Insufficient Balance Threshold. Credit Card replenishment is strongly encouraged, but customers can also select cash or check replenishment. The Authority may elect to allow certain accounts to be postpaid and receive a monthly invoice for tolls due.

The types of accounts are provided in the following tables:

Table 1-1: Registered Transponder-Based (FasTrak) Account Types

Account Type	Description
Private (prepaid)	An account established in an individual name.
Business (prepaid)	An account established in a business name.
Non-revenue (n/a)	An account established at the Authority's direction for vehicles entitled to toll-free travel.
Invoice (postpaid)	An account established to allow the customer to receive an invoice periodically (Configurable) for toll usage. The customer may elect to provide Credit Card or ACH information to be charged automatically to pay the invoice.

Table 1-2: Registered License Plate Account Types

Account Type	Description
Rental Car (prepaid or postpaid)	An account established for Rental Car Service Providers to allow their vehicles to be checked separately in the transaction/trip Posting sequence and to allow for bulk updates to these very large accounts.
Private Registered Video (prepaid)	An account for individuals who do not want or cannot use transponders.
Business Registered Video (prepaid)	An account for companies and businesses that do not want or cannot use transponders.

Table 1-3: Unregistered License Plate-Based Account Types

Account Type	Description
Unregistered/Violator (postpaid)	An account created using the information provided by the DMV

	or Registered Owner Lookup Provider. May include more than one vehicle if the ROV information is an exact match. These may also be referred to as violator accounts.
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Unregistered accounts are established by the BOS for Violation transactions/trips using the DMV or Registered Owner Lookup Provider. Unregistered accounts may be converted to Registered accounts based on fulfilling all of the required Business Rules for establishing these accounts.

1.4.1. General Account Management

The Authority’s customers have many options for account establishment and maintenance and to obtain transponders, in the manner they prefer.

322	The Contractor shall provide an efficient series of input fields to collect the information necessary to open a FasTrak account. The fields should require little “clicking” or advancement through multiple pages to reduce the time needed to input the account establishment data.
323	Support comprehensive account management that allows for the setup and maintenance of all Account types in accordance with Business Rules.
324	The Contractor shall provide the capability to establish accounts via methods, including but not limited to:
	<ul style="list-style-type: none"> • Self-Service Website;
	<ul style="list-style-type: none"> • Self-Service Mobile Application (Phase II and optional);
	<ul style="list-style-type: none"> • mail;
	<ul style="list-style-type: none"> • telephone;
	<ul style="list-style-type: none"> • fax;
	<ul style="list-style-type: none"> • walk-in;
	<ul style="list-style-type: none"> • automatically using information provided by rental car companies and
	<ul style="list-style-type: none"> • automatically using information provided by the ROV Lookup.
325	The Contractor shall provide the capability to maintain accounts via methods, including but not limited to:
	<ul style="list-style-type: none"> • Self-Service Website;
	<ul style="list-style-type: none"> • Self-Service Mobile Application (Phase II and optional);
	<ul style="list-style-type: none"> • IVR;
	<ul style="list-style-type: none"> • mail;

	<ul style="list-style-type: none"> • telephone;
	<ul style="list-style-type: none"> • email;
	<ul style="list-style-type: none"> • chat;
	<ul style="list-style-type: none"> • text;
	<ul style="list-style-type: none"> • fax and
	<ul style="list-style-type: none"> • walk-in.
326	<p>The Contractor shall provide the capability for transponders to be requested via methods including but not limited to:</p> <ul style="list-style-type: none"> • Self-Service Website; • Self-Service Mobile Application (Phase II and optional); • mail; • telephone; • IVR; • fax, and • walk-in.
327	<p>The Contractor shall provide the capability for the maintenance of Account types designated as, including but not limited to:</p> <ul style="list-style-type: none"> • Private (prepaid) – an account established in an individual name; • Business (prepaid) – an account established in a business name; • Non-revenue (no payment) - an account established at the Authority’s direction for vehicles entitled to toll-free travel; • Invoice (postpaid) – an account established to allow the customer to receive an invoice periodically (Configurable) for toll usage. The customer may elect to provide Credit Card or ACH information to be charged automatically to pay the invoice; • Rental car (prepaid) – for Rental Car Service Providers; • Private Registered Video (prepaid) – an account for individuals who do not want or cannot use transponders; • Business Registered Video (prepaid) – an account for companies and business that do not want or cannot use transponders and

	<ul style="list-style-type: none"> • Unregistered/Violator (postpaid) – an account created using the information provided by the DMV or Registered Owner Lookup Provider. May include more than one vehicle if the ROV Lookup information is an exact match. These may also be referred to as violator accounts.
328	<p>The Contractor shall provide the capability to apply Business Rules and account Requirements for each valid account type, including but not limited to:</p> <ul style="list-style-type: none"> • whether prepayment is required; • payment options; • whether a transponder is required; • transponder sale price (by transponder type); • replenishment amounts; • contact method (mail, email, text, etc.); • Insufficient Balance Thresholds (by Credit Card or cash/check payments) and • account balance.
329	<p>The Contractor shall provide a Registered account creation process that logically leads an Authorized User through the necessary steps to create an account.</p>
330	<p>The Contractor shall provide the capability to convert an Unregistered account to a Registered account while maintaining the same account number and all account history.</p>
331	<p>The Contractor shall provide the capability to change from one account type and Account Plan to another while maintaining the same account number and all account history.</p>
332	<p>The Contractor shall provide on-screen guidance during the account creation process regarding missing or improperly formatted information. The Authorized User shall not be able to move to the next step until the required information is provided in the appropriate format.</p>
333	<p>The Contractor shall provide the capability, when opening a new account, to automatically identify other account(s) associated with that account name, address or vehicle.</p>
334	<p>The Contractor shall provide the capability to require the account agreement and privacy policy be acknowledged and a record of that acknowledgment saved in the BOS prior to establishing a Registered account or when converting to a Registered account.</p>
335	<p>The Contractor shall provide the capability for the auto-creation of an Unregistered account (should one not already exist for that license plate number) based on an Image-Based Transaction/Trip being eligible for Violation processing and information provided by ROV Lookup.</p>
336	<p>The Contractor shall provide the capability to merge and unmerge accounts. This process shall logically lead the Authorized User through all necessary steps to merge one account into another.</p>

337	The Contractor shall provide the capability for customers to have multiple mail addresses, email addresses, phone numbers and authorized contact information on the account.
338	The Contractor shall provide the capability to identify the source of the information for both unregistered and registered accounts.
339	<p>The Contractor shall provide address adjustment logic to all addresses including those received from DMVs and ROV Look-up Service Providers, Skip Trace Service Providers and customers that includes but is not limited to:</p> <ul style="list-style-type: none"> • the capability, when adding contact information, to assist the Authorized User by requiring zip code be entered first, then providing a pre-populated city and state; • verification, to ensure the address exists; • standardization, to normalize US addresses, such as “Drive” becomes “Dr.” and • selection from all potential address results.
340	The Contractor shall provide the capability to accept or reject the recommended changes provided during address validation or normalization.
341	<p>The Contractor shall provide for a real-time address standardization options when entering addresses, including but not limited to:</p> <ul style="list-style-type: none"> • addresses entered via a customer portal (Self-Service Website and Self-Service Mobile Application (Phase II and optional)) and • addresses entered by an Authorized User.
342	<p>The Contractor shall provide the capability for multiple active addresses and apply them to their designated use, including all prior addresses for all account types, including but not limited to:</p> <ul style="list-style-type: none"> • shipping and • billing.
343	The Contractor shall provide the capability to store address history and make all addresses accessible in the account.
344	<p>The Contractor shall provide the capability to acquire and store multiple addresses, including all prior addresses for all account types, including but not limited to:</p> <ul style="list-style-type: none"> • Customer provided via the Affidavit of Non-Liability • ROV Lookup provided; • Skip Tracing; • National Change of Address (NCOA) and • Collection Agency provided.

345	The Contractor shall provide the capability to add international addresses.
346	The Contractor shall provide the capability to automatically populate (or provide multiple options for selection) the city and state upon entry of the ZIP code (including Canada and Mexico).
347	The Contractor shall provide periodic updates, at least quarterly, to the ZIP code/city/state list, at a minimum, as additional information becomes available.
348	The Contractor shall provide the capability to prevent the account holder's name from being changed unless Approved by an Authorized User.
349	The Contractor shall provide the capability for email address confirmation by the customer by comparing a re-keyed email address. The addition of unmatched entries shall not be allowed.
350	The Contractor shall provide the capability when email addresses are added to an account (both Registered and Unregistered), to perform the email address confirmation process prior to finalizing the entry on the account. For example, an email is sent to the email address provided with a link by which the customer can confirm they have control of the email account. A message shall be displayed indicating the email address will not be added until the confirmation process is complete.
351	The Contractor shall provide the capability to enter and categorize comments on accounts.
352	The Contractor shall provide the capability to insert BOS-generated comments on actions initiated by the BOS.
353	The Contractor shall provide the capability to force Authorized Users to enter comments or have the BOS automatically enter comments on actions processed on an account, including but not limited to:
	<ul style="list-style-type: none"> • disputes;
	<ul style="list-style-type: none"> • dismissals;
	<ul style="list-style-type: none"> • transfer transactions/trips to another account;
	<ul style="list-style-type: none"> • payment of Violation Notices through the account;
	<ul style="list-style-type: none"> • reversals of payments and dismissals;
	<ul style="list-style-type: none"> • waivers;
	<ul style="list-style-type: none"> • corrections and
	<ul style="list-style-type: none"> • adjustments.
354	The Contractor shall provide the capability to set the default PIN as the last 4 digits of the primary phone number, which can be updated in the BOS and IVR.

355	The Contractor shall provide the capability to validate a PIN used for identifying an authorized contact. The PIN shall be masked (not visible to CSRs) such that the CSR will ask the customer for the PIN and the customer will provide the PIN and the CSR will enter that number into the system and the system will validate the PIN. This way the CSR cannot give the customer any hints.
356	The Contractor shall provide the capability to securely email the PIN to the valid primary email address or text message on the account and require that the PIN be subsequently changed.
357	The Contractor shall provide the capability to establish and configure security questions and validate customer response prior to the release of the PIN to the customer. The security questions related to the PIN shall be the same as those used by the customer via the Self-Service Website or CSR assisted password reset
358	<p>The Contractor shall provide the capability for all account types to have multiple communication channels, including but not limited to:</p> <ul style="list-style-type: none"> • Phone (day/night); • cell phone; • additional phone numbers; • email; • additional email addresses; • fax; • text messaging and • mail.
359	The Contractor shall provide the capability to select a preferred communication channel for specific customer communications.
360	<p>The Contractor shall provide the capability to capture opt-in/opt-out preferences and record and store the customer's election for certain items, including but not limited to:</p> <ul style="list-style-type: none"> • e-blast; • text messages; • statements and • marketing / newsletters.
361	<p>The Contractor shall provide an account summary (an account overview including name, address, vehicles, license plates, email, phone, payment method, etc.) in a printer-friendly format to be used for, including but not limited to:</p> <ul style="list-style-type: none"> • handing to walk-in customers;

	<ul style="list-style-type: none"> inserting with mail transponder Fulfillment;
	<ul style="list-style-type: none"> mailing to customers and
	<ul style="list-style-type: none"> sending to customers via secure email.
362	The Contractor shall provide the capability to log all account changes and provide the capability to view details, including but not limited to:
	<ul style="list-style-type: none"> prior value;
	<ul style="list-style-type: none"> the new value;
	<ul style="list-style-type: none"> user ID;
	<ul style="list-style-type: none"> date/time and
	<ul style="list-style-type: none"> user information, such as BOS, Authorized User or customer-originated.

1.4.2. Vehicles, License Plates and Transponders

The BOS shall support comprehensive license plate, vehicle information and transponder management functionality.

363	The Contractor shall provide the capability to manage a drop-down list of vehicle attributes, including but not limited to:
	<ul style="list-style-type: none"> vehicle manufacturer;
	<ul style="list-style-type: none"> vehicle make;
	<ul style="list-style-type: none"> vehicle model;
	<ul style="list-style-type: none"> vehicle year;
	<ul style="list-style-type: none"> vehicle color;
	<ul style="list-style-type: none"> Clean Air decal number (not a drop-down) and
	<ul style="list-style-type: none"> transponder exception specifying that the make and model requires an externally mounted transponder or special mounting locations for windshield transponders.
364	The Contractor shall provide the capability to add multiple license plates and associated vehicle information to an account.
365	The Contractor shall update and maintain the BOS's list of vehicle manufacturers and models as necessary to keep the list current.
366	The Contractor shall provide the capability to track the time period that a license plate is active on an account. This includes the start date and time and the end date and time. This is called the "Active Period". In most circumstances the customer would add the vehicle to their account with no end date but if it was a rental car it would have an end date/time.

367	The Contractor shall provide the capability to add a license plate number to an account with a back dated start date and time. The allowable back date period shall be configurable.
368	The Contractor shall provide the capability when adding a new license plate number to an account to automatically identify other account(s) associated with that license plate.
369	The Contractor shall provide the capability to identify that the vehicle(s) will be only on the account temporarily based on information provided by the customer, for example, a rental car, loaner from the car dealer or an out of town guest, and to prompt the user to enter a start date and time and an end date and time.
370	The Contractor shall provide the capability for vehicles identified as temporary to be added to the account even if the license plate number is already on a rental car account.
371	The Contractor shall provide the capability to associate information with a license plate, including but not limited to:
	<ul style="list-style-type: none"> • license plate type;
	<ul style="list-style-type: none"> • license plate Jurisdiction;
	<ul style="list-style-type: none"> • vehicle is a clean air vehicle (CAV);
	<ul style="list-style-type: none"> • vehicles CAV eligibility has expired;
	<ul style="list-style-type: none"> • clean air vehicle decal number;
	<ul style="list-style-type: none"> • vehicle has a Disabled Persons license plate;
	<ul style="list-style-type: none"> • vehicle has a Disable Veterans license plate'
	<ul style="list-style-type: none"> • vehicle make;
	<ul style="list-style-type: none"> • vehicle model;
	<ul style="list-style-type: none"> • vehicle year;
	<ul style="list-style-type: none"> • vehicle color;
	<ul style="list-style-type: none"> • transponder;
	<ul style="list-style-type: none"> • transponder type;
	<ul style="list-style-type: none"> • transponder friendly name (chosen by the customer);
	<ul style="list-style-type: none"> • ROV;
	<ul style="list-style-type: none"> • ROV address;
	<ul style="list-style-type: none"> • ROV Lookup date and
	<ul style="list-style-type: none"> • indication the license plate is a temporary license plate.

372	The Contractor shall provide the capability to require or not require a one-to-one relationship between sticker transponders and vehicle in accordance with Business Rules.
373	The Contractor shall provide the ability to make the one-to-one correlation between the sticker transponder and vehicle after a configurable number of transactions/trips with the same transponder and vehicle.
374	The Contractor shall provide the capability, if the one-to-one relationship is required, allow for Authorized Users to override the Requirement as necessary, for example when a transponder is replaced.
375	The Contractor shall provide the capability for a many-to-one relationship between transponder and vehicle based on transponder type, account type and in accordance with Business Rules.
376	The Contractor shall provide the capability to record the history of ROV information associated with each license plate.
377	The Contractor shall provide the capability to search for license plate history and effective date ranges across multiple accounts.
378	The Contractor shall provide the capability to transfer vehicle(s) and associated license plate(s) between accounts while maintaining the associated vehicle transaction/trip history on the original account.
379	The Contractor shall provide the capability to add license plates from all 50 states, DC, U.S. Government, Canada and Mexico.
380	The Contractor shall provide the capability to record transponder delivery method, such as in person via the WIC or by mail.
381	The Contractor shall provide the capability to record transponder issue date and time.
382	The Contractor shall provide the capability to record and associate a payment for every transponder sold.
383	The Contractor shall provide the capability to track customer transponder requests.
384	The Contractor shall provide the capability to age Fulfillment requests and automatically send an Alert when a Fulfillment request has exceeded a Configurable amount of time.
385	The Contractor shall provide the capability for the Authorized User to override the BOS selected transponder mount type, such as windshield or head lamp.
386	The Contractor shall provide the capability for the Authorized User to override the customer selected transponder mount type, such as windshield or head lamp.
387	The Contractor shall provide the capability to read a transponder number (using a barcode reader) and automatically associate it to an account instead of requiring the transponder number to be typed in.
388	The Contractor shall provide the capability for Authorized Users to enter multiple vehicles in a tabular format.

389	The Contractor shall provide the capability to upload a file with vehicle information for the entry of a large number of vehicles.
390	The Contractor shall provide the capability for transferring transponders between accounts while maintaining the associated transponder transaction/trip history on the original account.
391	The Contractor shall provide the capability to monitor for excessive image-based tolls at the account level and at the vehicle or license plate level.

1.4.3. Account Plans

The Authority offers Account Plans which offer benefits to customers who meet the qualifying criteria. These plans may be assigned at the individual transponder, or account level and each may have only one Account Plan assigned to it. These Account Plans are Configured in the BOS and the BOS shall have the flexibility to apply the relevant Account Plan(s) based on the Business Rules.

The Authority also allows for non-revenue passage for qualified vehicles. The Account Plan functionality shall be used to support this program by applying a Configurable percent discount to specific transactions/trips on specific facilities in accordance with the Business Rules.

The Account Plans currently offered by the Authority are listed below. The Contractor should expect that plans may be added, deleted or modified over the course of the Operations and Maintenance Phase.

- Convenience Plan –a one-time lifetime fee (Configurable);
- Standard Plan – monthly fee and discount after a Configurable # of transactions/trips and up to a Configurable maximum per month;
- Special Access Plan – provides free or discounted toll rates for three or more riders per vehicle, motorcycles, eligible CAVs, vehicles with disabled veteran or disabled person license plate, and
- Non-revenue Plan – which provides a Configurable discount (up to 100 percent) one or more of the Authority’s facilities.

392	The Contractor shall provide the capability to assign Account Plans at the account level.
393	The Contractor shall provide the capability to assign Account Plans at the transponder level.
394	The Contractor shall provide the capability to assign Account Plans at the license plate level.
395	Prevent the transfer of Account Plans when the transponder or the license plate is moved to another account in accordance with the Business Rules.
396	The Contractor shall provide the capability to enroll customers in Account Plans.
397	The Contractor shall provide the capability for configuring and offering various Account Plans with a combination of features, including but not limited to:
	<ul style="list-style-type: none"> • percentage discount;

	<ul style="list-style-type: none"> dollar amount discount or transaction count discount with a maximum amount;
	<ul style="list-style-type: none"> time duration, such as an Account Plan may only be available for a limited time or may require renewal every year;
	<ul style="list-style-type: none"> method of calculating the discount, such as a transaction-level discount where members get a 50 percent discount on every qualifying toll transaction or a rebate credit on following month based on the frequency of trips within a period of time;
	<ul style="list-style-type: none"> monthly maximum discount based on total dollar amount or number of transactions/trips;
	<ul style="list-style-type: none"> use of Posting Date or Transaction Date to qualify transactions/trips for a rebate;
	<ul style="list-style-type: none"> specific criteria for qualification;
	<ul style="list-style-type: none"> a cost to join the Account Plan and
	<ul style="list-style-type: none"> proof of eligibility, such as a vehicle registration as proof of registration criteria with ability for customer to upload electronically.
398	The Contractor shall provide the capability to track toll transactions/trips in frequency transponder-based discounts.
399	The Contractor shall provide the capability to apply rebates or toll credits as lump-sum account level credits.
400	The Contractor shall provide the capability to apply and reverse discounts to a range of toll transactions/trips on an account.
401	The Contractor shall provide the capability to clearly indicate which discount was applied to any given transaction/trip.
402	The Contractor shall provide the capability to configure a non-revenue plan (up to 100 percent discount) to a transponder or license plate on all or specific tolling locations for a specific Toll Facility.
403	The Contractor shall provide the capability to associate discount eligibility documentation (such as, a utility bill as proof of residence) to a transponder or vehicle.

1.4.3.1. Special Access Plans

404	The Contractor shall provide multiple Special Access Plans providing free or discounted toll rates, including but not limited to:
	<ul style="list-style-type: none"> always HOV eligible when in I-405 Express Lanes (designated carpool);
	<ul style="list-style-type: none"> motorcycles;
	<ul style="list-style-type: none"> eligible CAVs;
	<ul style="list-style-type: none"> vehicles with disabled veteran license plate and

	<ul style="list-style-type: none"> vehicles with disabled person license plate.
405	<p>With the exception of the occupancy which is validated by the ETTM System and reflected in the discounted toll rate assigned to the transaction/trip by the ETTM System, the Contractor shall provide the capability to validate all vehicles to ensure they meet the requirements for a Special Access Plan, This validation shall include:</p> <ul style="list-style-type: none"> attach documentation provided by the customer as proof of meeting the requirements for a Special Access Plan and queue for manual verification; manually review the image of the flagged vehicle license plate noting the transponder used in the special access vehicle assign the respective code to the transponder to indicate the respective discount (clean air vehicle, motorcycle, etc); upon successfully matching the transponder to the license plate, charge the appropriate discount to all transactions/trips by that transponder including the first trip; if the transaction/trip including that license plate does not have an associated transponder read, the discounted rate will be charged but the customer will be contacted to rectify the transponder situation and for plates and transponders that are successfully matched include the appropriate code in the CTOC file.

1.4.3.2. Promotions

The BOS shall be able to manage promotions, promotion codes and credits. Balances related to promotions are tracked individually by promotion and separately from the account balance. Only eligible transactions can be deducted from promotional balances. Promotional balances are not refunded and can only be applied to tolls on the Authority's Toll Facility.

406	The Contractor shall provide the capability to offer a Configurable number of weeks-worth of free travel on the Authority's toll facility for new accounts.
407	The Contractor shall provide the capability to account and track promotions balances individually (for example, by promotion code) separately from the account balance.
408	The Contractor shall provide the capability to display the promotion balances and associated expiration date of the promotion balances so that the CSRs and customers can see the various promotion balances separately from the account's cash balance.
409	The Contractor shall provide the capability (Configurable) to specify what types of transactions/trips are eligible to be deducted from promotional balances.

410	The Contractor shall provide the capability to track multiple promotions within an account and correctly determine which account or promotion balance should be depleted first (for example, by type of promotion, by the earliest issue or expiration end date or maximum discount yielded).
411	The Contractor shall provide the capability to prevent promotional balances from being refunded to customers in the event of account closure or specific customer request.
412	The Contractor shall provide the capability to credit toll payments back to the promotion balance if toll transactions/trips are reversed or adjusted.
413	The Contractor shall provide the capability to set an expiration date for promotions.
414	<p>The Contractor shall provide the capability to offer promotions by Authority or Toll Facility with a combination of features and parameters, including but not limited to:</p> <ul style="list-style-type: none"> • assignment of a promotion code to a company or event; • Configurable period of time (promotion start date and duration or end date); • Authority offering the promotion; • Toll Facility(ies) where the promotion can be used; • discount percentage per transaction/trip; • discount amount per transaction/trip; • eligibility (new accounts, existing accounts or both; existing accounts opened for more than an amount of time (Configurable)); • source (Self-Service Website or with a CSR); • source advertising channel (“where did you hear about it?”); • entry into a raffle/sweepstakes and • credit to the account.
415	The Contractor shall provide the capability to setup “refer-a-friend” promotion codes where both the referred (new) customer and the customer who referred the new customer enjoy the benefits of the promotion.
416	The Contractor shall provide the capability to apply rebates to accounts sponsored by a third party (such as a shopping mall).
417	The Contractor shall provide the capability to periodically (monthly) invoice the third-party sponsor for all rebates submitted and applied to accounts.
418	The Contractor shall provide the capability to expense promotional credits as used to the Authority where the credit was applied reducing that Authority’s toll revenue.

1.4.4. Fees, Penalties and Transactions

Penalties and fees are types of Financial Transactions that are assessed in addition to the toll amount or toll charge or in relation the customer’s account management. Penalties and fees can be assessed at the account level, Notification level or transaction level. At the account level, a returned payment fee or a Credit Card decline fee might be assessed in the event a check was returned unpaid by the customer’s bank or a Credit Card payment was declined. At the Notification level, a monthly statement fee might be assessed when a statement is mailed to the customer. At the transaction level, penalties are assessed when a transaction/trip is not paid and it becomes a Violation. Fees and penalties should be associated with the lowest possible level. Those fees related to specific transactions/trips should be associated with those transactions/trips. Fees and penalties related to Notification should be associated with that Notification, and all other fees and penalties should be associated with the account as a whole. No fees or penalties should be assessed on a cumulative basis, such as a fee or a penalty assessed and associated to another previously charged fee or penalty. Like adjustments and reversals, fees and penalties are Posted to the current Revenue Day. The BOS shall be capable of reversing fees and penalties automatically or manually, individually or in batches. Fees and penalties, even when associated with a single transaction, should not change the amount of transaction

419	The Contractor shall provide the capability to apply fees and penalties (automatically and manually) to accounts.
420	<p>The Contractor shall provide the capability to apply fees and penalties (currently penalty is assessed to the Violation only), including but not limited to:</p> <ul style="list-style-type: none"> • at the account level; • at the transponder level; • at the license plate level; • at the Notification level and • at the transaction level.
421	<p>The Contractor shall provide the capability to define and charge account-related fees and penalties based on a set of Configurable parameters, including but not limited to:</p> <ul style="list-style-type: none"> • hub processing fee (the Authority acting as a hub for other entities); • roaming fee (the Authority acting as a hub for other entities); • account fee; • administrative fee; • Interoperable customer transaction fee; • returned payment fee – Insufficient Funds; • Credit Card decline fee; • ACH decline fee;

	<ul style="list-style-type: none"> • transponder purchase fee;
	<ul style="list-style-type: none"> • Excessive I-Toll (Image-Based Toll) fee;
	<ul style="list-style-type: none"> • invoicing fee;
	<ul style="list-style-type: none"> • statement fee, depending on method of delivery;
	<ul style="list-style-type: none"> • late fee;
	<ul style="list-style-type: none"> • delinquent account fee;
	<ul style="list-style-type: none"> • account re-activation fee;
	<ul style="list-style-type: none"> • Violation penalty;
	<ul style="list-style-type: none"> • delinquent Violation penalty;
	<ul style="list-style-type: none"> • collection fee;
	<ul style="list-style-type: none"> • account deactivation fee;
	<ul style="list-style-type: none"> • Account Plan membership fee;
	<ul style="list-style-type: none"> • Registration Hold fee and
	<ul style="list-style-type: none"> • balance below Insufficient Balance Threshold fee.
422	The Contractor shall provide the capability to maintain the parameters (Configurable) related to fees and penalties.
423	The Contractor shall provide the capability to create new fees and penalties.
424	The Contractor shall provide the capability to manually apply custom fees and penalties to accounts.
425	The Contractor shall provide the capability for the assessment of fees based on account activities, for all accounts or specific account type(s).
426	The Contractor shall provide the capability to notify the customer via the channel(s) defined within the Business Rules, Operations Plan and SOPs when a fee or penalty is assessed.
427	The Contractor shall provide the capability to schedule a start and end date/time when a fee or penalty change will go into effect/conclude. For example, the statement fee is \$2.00 until July 31, 2024, after which it will increase to \$3.00.

1.4.5. Registered Account Replenishment

Registered accounts are established with a valid replenishment method for prepaid balances to be restored as toll and fee transactions deplete the prepaid balance. Account replenishment options are Credit Card, cash, check, ACH and money order. Replenishment by Credit Card can be set up to be automatic (auto-replenishment). For auto-replenishment, the BOS determines the replenishment timing and minimum amount based on parameters (Configurable). Replenishment by cash, check,

ACH or money order requires the customer to replenish the account manually by mailing a check or visiting a WIC. Customers without an auto-replenishment method also may make a one-time payment by Credit Card or ACH.

428	The Contractor shall provide the capability for one or more auto-replenishment methods within an account for all electronic payment methods.
429	<p>The Contractor shall provide separate replenishment parameters (Configurable) for all account types, including but not limited to:</p> <ul style="list-style-type: none"> • fixed replenishment amount; • replenishment threshold based on a percentage of the replenishment amount; • replenishment thresholds based on the number of transponders on the account; • replenishment amount based on the number of transponders on the account; • replenishment amounts calculated based on average use for a period (Configurable) of time or a fixed amount, whichever is greater. For example, average use over the prior (3) month period as compared to \$30); • number of replenishment failures before next method is attempted and • number of declines before a replenishment method is suspended based on appropriate reject reasons.
430	The Contractor shall provide the capability for Authorized Users to identify individual accounts that are not subjected to auto-replenishment recalculation.
431	The Contractor shall provide the capability for account replenishment options based on Insufficient Balance Thresholds.
432	The Contractor shall provide the capability for automatic account replenishments via Credit Card and ACH.
433	The Contractor shall provide the capability for a hierarchical usage sequence for auto-replenishment methods for an account, such as primary method ACH and secondary method Visa Credit Card #1.
434	The Contractor shall provide for a stepped approach to failed auto-replenishments where an attempt is made to collect from the primary replenishment method a number of times (Configurable), followed by the secondary method and continuing until attempts have been made to replenish from all replenishment methods.
435	The Contractor shall provide the capability for automatically suspending an auto-replenishment method because of a number of declines (Configurable) and decline reason code. For example, if the reason for a decline is a closed account, the number of retries would be zero.
436	The Contractor shall provide the capability for automatically removing the suspension of an auto-replenishment method when there is an update to the Credit Card number, expiration date or any other related information.

437	The Contractor shall provide the ability to automatically update credit card expiration dates through the Merchant Service Provider.
438	The Contractor shall provide the capability to check if the Credit Card or ACH information is associated with another account when setting up an auto-replenishment method. The Contractor shall provide an Alert to the CSR of such condition and options to cancel or continue.
439	The Contractor shall provide the capability for an Alert to be sent to the PMMS of a failed auto-replenishment event because of BOS or Interface errors.
440	The Contractor shall provide the capability for the manual replenishing of accounts, regardless of payment method, on both a one-time and ongoing basis.
441	The Contractor shall provide the capability to check account balances each time a transaction is Posted to an account, as well as automatically submit an auto-replenishment attempt using the primary valid replenishment method when replenishment criteria is met.

1.4.6. Adjustments and Reversals

Adjustments and reversals are routinely processed in the BOS and are applied to any type of toll or Financial Transaction. Examples of such adjustments include correcting a toll rate, which would result in a change in toll, accepting a customer dispute for an incorrect charge, which would result in the reversal of the toll, or waiving or reducing a Violation penalty. Adjustments and reversals can be processed for single transactions, such as in the examples above, or in bulk. An example of a bulk adjustment is reversing all charges for a specific Toll Facility during a specific time period, as would be the case for an accident in the general-purpose lanes. Every adjustment and reversal requires the entry of a reason code identifying the reason for the adjustment or reversal. Adjustments and reversals must be associated with the original transaction, but must not change the original transaction. The original transaction must be preserved in the BOS once the transaction has been Posted to the account. Any adjustments to that transaction would be Posted to the current Revenue Day. The BOS shall have the capability to report on both the unadjusted transaction amount and the adjusted transaction amount based on transaction plaza and lane, hence the reason adjustments to transactions/trips shall be tied to but not change the original transaction.

442	The Contractor shall provide the capability to make corrections, adjustments and reversals to transactions/trips while preserving the original transaction, including the original Transaction Date and amount. Any corrections, adjustments or reversals shall be tied to, but not change, the original transaction/trip.
443	The Contractor shall provide the capability to properly disposition transactions/trips that are adjusted and/or reversed and are already in a Violation Notice stage.
444	All corrections, adjustments and reversals shall be Posted to the current Revenue Date so as not to affect prior closed Revenue Dates.
445	The Contractor shall provide the capability for full reversals of any type of transaction with a reason code (Configurable), preserving complete history.
446	The Contractor shall provide the capability for partial reversals of any type of transaction with a reason code (Configurable), preserving complete history.

447	The Contractor shall provide the capability to require that a reason code be entered for every adjustment and reversal.
448	The Contractor shall provide the capability for multiple corrections, adjustments and/or reversals to be made on a single transaction/trip while preventing the sum of such corrections, adjustments and/or reversals to exceed the amount of the original transaction/trip.
449	The Contractor shall provide the capability to establish Courtesy Credit amounts (Configurable) by Courtesy Credit type. Courtesy Credits shall be used for toll charges only on the Authority's Toll Facility and are not refundable and are charged as an expense when issued to customers.
450	The Contractor shall provide the capability to apply Courtesy Credits to accounts and require the entry of comments and reason assignment from allowable reason. The reason selected will determine how the expense is charged (transaction level or account level (50/50)).
451	The Contractor shall provide the capability to Authorized Users to configure all relevant parameters related to establishing role-based dollar amount thresholds for transactions that affect Authority's revenue, including but not limited to:
	• adjustments,
	• debits;
	• credits and
	• reversals.
452	The Contractor shall provide the capability for Authorized Users to Post adjustments, credits and reversals up to their role-based threshold amount (Configurable).
453	The Contractor shall provide the capability to establish a Case when Authorized Users are unable to process a transaction as a result of reaching their role-based adjustment, credit or reversal limits (Configurable) or not authorized for the particular action.
454	The Contractor shall provide the capability to establish a Case for a higher-level of approval when Authorized Users are unable to process a transaction as a result of reaching their role-based adjustment, credit or reversal limits (Configurable). The Authorized User who Approved the transaction shall be recorded and associated with the transaction.
455	The Contractor shall provide detailed tracking of individual adjustments, credits and/or reversals and categorize each separately.

456	The Contractor shall provide a trip and/or transaction search and adjustment screen(s) where Authorized Users can enter the selection criteria, retrieve the transactions/trips and make bulk adjustments or reversals. This capability shall allow the selection of groups of transactions/trips to which the correction will apply and adjustment comments entered for the affected transactions/trips. The Authorized User shall be allowed to select/deselect specific transactions/trips within the group. For example, the Authority may require all trips/transactions that include a certain toll point between 2 a.m. and 5 a.m. on a specific date to be fully reversed or all transactions at that toll point to be charged \$1.00.
457	The Contractor shall provide the capability to process adjustments and reversals that affect Interoperable Agency customers in accordance with the applicable Interoperable specifications and include these transactions/trips in the reconciliation reporting based on adjustment Posting Date (not original Transaction Date).
458	The Contractor shall provide the capability to transfer transactions/trips (financial or tolls) to another account. For example, a check Posted incorrectly to an account gets reversed and re-Posted to the appropriate account.
459	The Contractor shall provide the capability to adjust the eligibility for discounts and promotions when transactions are corrected, adjusted or reversed.
460	The Contractor shall provide the capability to adjust discounts and promotions when transactions are adjusted, corrected or reversed.

1.4.7. Account Statuses

Account statuses determine how transactions/trips are processed and associated to accounts.

461	The Contractor shall provide account statuses, including but not limited to:
	<ul style="list-style-type: none"> • active (accounts in good standing);
	<ul style="list-style-type: none"> • low balance (account below replenishment threshold – credit card has declined or cash account below threshold);
	<ul style="list-style-type: none"> • delinquent (Registered accounts only – accounts that fall below the Insufficient Balance Threshold);
	<ul style="list-style-type: none"> • collection (account information has been sent to the Collection Agencies);
	<ul style="list-style-type: none"> • pending close (Registered accounts only – accounts scheduled to close remain in this status for a Configurable number of days to allow for final transactions/trips to clear) and
462	The Contractor shall provide the capability to automatically, according to Business Rules, transition between account statuses.
463	The Contractor shall provide the capability to set a different period of time (Configurable) before accounts automatically transition from pending close to closed based on the reason the account is to be closed.

464	The Contractor shall provide capability for customer Notification (Configurable) when the account status changes.
465	The Contractor shall provide the capability to use the account's status in determining whether or not to Post a transaction/trip to the account. For example, only Post transactions to an account in active or pending close statuses.
466	The Contractor shall provide the capability to automatically set an account to delinquent status once the account balance reaches below the Insufficient Balance Threshold or a Configurable number of days from the low balance notification.
467	The Contractor shall provide the capability to automatically set accounts to pending close status upon a request to close the account and take automatic actions, including but not limited to:
	• deactivate plates and vehicles on the account;
	• deactivate transponders on the account and
	• prorating of prepaid discount fees.
468	The Contractor shall provide the capability to automatically age an account from pending close to closed status after a period of time (Configurable) and to take automatic actions, including but not limited to:
	• removing payment methods on the account;
	• assessing the appropriate fees;
	• expiring promotion credits;
	• processing the refund amount bringing the balance to zero and
	• processing the refund automatically based on criteria or approval.
469	The Contractor shall provide the capability for capturing multiple levels of reason codes for an account closing at "pending close" time.
470	The Contractor shall provide the capability for the reactivation (back to an active status) of an account in the pending close and closed statuses.
471	The Contractor shall provide the capability to prevent transactions from Posting to closed accounts.
472	The Contractor shall provide the capability for Authorized Users to add comments to closed accounts.

1.4.8. Account Flags

Account Flags are used to identify meaningful conditions and information about the account, its transactions/trips, vehicles, transponders and payment methods which are used to trigger a Notification or other actions and for reporting. During design, the Contractor shall describe the ways in which these types of information shall be identified to the customers and Authorized Users.

473	The Contractor shall provide the capability to set and maintain Flags (Configurable) that can be displayed on accounts for issues related to the account, a license plate, or transponder on the account.
474	<p>The Contractor shall provide the capability to automatically set Flags on account based on conditions and events, including but not limited to:</p> <ul style="list-style-type: none"> • bad address; • bad email address/no email address; • bad phone number (for both calls and texts); • account closed in collections; • account was not completely opened; • account has debt which was written-off; • account has debt which was written-off in collections; • account has an investigative review in process; • account has an open refund request; • no active vehicles; • no active transponder (applicable only to FasTrak accounts); • transponder in certain status, for example, lost or stolen (not applicable to Unregistered accounts); • excessive toll at license plate level (not applicable to Unregistered accounts); • temporary license plate; • account is in pending to close status (not applicable to Unregistered accounts); • account has an open Case; • customer participates in a non-revenue Account Plan (not applicable to Unregistered accounts); • customer enrolled in Account Plan (s) (not applicable to Unregistered accounts); • Special Access Plan on the account or on a vehicle on the account (not applicable to Unregistered accounts); • unresolved returned check; • unresolved Credit Card decline on the account;

	<ul style="list-style-type: none"> at least one Credit Card marked by the BOS as bad (not applicable to Unregistered accounts);
	<ul style="list-style-type: none"> at least one Credit Card is expired or is expiring within a number (Configurable) of days (not applicable to Unregistered accounts);
	<ul style="list-style-type: none"> account has at least one suspended auto-replenishment method (not applicable to Unregistered accounts);
	<ul style="list-style-type: none"> account has unpaid Violation(s) not applicable to Unregistered accounts);
	<ul style="list-style-type: none"> account has debt in collections;
	<ul style="list-style-type: none"> one or more vehicles on the account has been placed on Registration Hold;
	<ul style="list-style-type: none"> at least one license plate on the account has an unpaid Violation(s);
	<ul style="list-style-type: none"> an Administrative Review has been scheduled for the account;
	<ul style="list-style-type: none"> at least one Violation associated with the account has a Civil Judgement and
	<ul style="list-style-type: none"> account was subject to Escheatment.
475	<p>The Contractor shall provide the capability for Authorized Users to manually set account Flags, including but not limited to:</p> <ul style="list-style-type: none"> high priority comment; bad phone number (for both calls and texts); bad address; do not accept checks for payment; inactive account; account needs to be referred to a supervisor; account holder is deceased and CSC has been informed of account holder bankruptcy.
476	<p>The Contractor shall provide the capability to display all active Flags on an account upon accessing the account information.</p>
477	<p>The Contractor shall provide the capability to automatically clear Flags based on criteria.</p>
478	<p>The Contractor shall provide the capability for Authorized Users to manually clear Flags no longer applicable to an account.</p>

1.4.9. Transponders

There are different types of transponders, with each having a distinct purpose. The Authority may issue the types of transponders described below.

- Interior sticker transponders (non-switchable) – are permanently affixed on the inside of a vehicle’s windshield. These transponders cannot be moved between vehicles.
- Breakable interior sticker transponders (non-switchable) – are permanently affixed on the inside of a vehicle’s windshield. These transponders cannot be moved between vehicles because they are designed to break if removed after they have been applied to a surface.
- Three-position hard-case transponders (switchable) – are mounted on the inside of a vehicle’s windshield with mounting strips that allow a customer to switch between three occupancy declaration modes.
- Exterior headlight transponders (non-switchable) – are clear stickers which are permanently affixed to the motorcycle’s or vehicle’s headlight.

479	The Contractor shall provide for transponder statuses (Configurable), including but not limited to: <ul style="list-style-type: none"> • inactive; • valid and • invalid.
480	The Contractor shall provide the capability to manually change transponder statuses, such as when a customer calls to report a transponder has been stolen.
481	The Contractor shall provide the capability to automatically change transponder statuses. For example, when a transponder that is in inventory with an inactive status is subsequently added to an account, the status changes to active.
482	The Contractor shall provide the capability to track a transponder’s current status and status history.
483	The Contractor shall provide the capability to automatically change the transponder status from valid to invalid for all transponders on an account when the account balance is equal to or below a balance (Configurable).
484	The Contractor shall provide the capability to automatically change the transponder status from invalid to valid for all transponders on an account when the account balance is above a balance (Configurable).
485	The Contractor shall notify the customer when the transponder changes status.

1.4.10. Incoming Customer Communication

486	The Contractor shall provide the capability to track, store and electronically view all incoming customer contact- related information on all account types.
487	The Contractor shall provide the capability to associate incoming customer communication with the account for all communication channels in accordance with the Security Standards, including but not limited to:

	<ul style="list-style-type: none"> • phone;
	<ul style="list-style-type: none"> • email (including attachments);
	<ul style="list-style-type: none"> • Self-Service Website;
	<ul style="list-style-type: none"> • Self-Service Mobile Application (Phase II and optional);
	<ul style="list-style-type: none"> • chat;
	<ul style="list-style-type: none"> • text messaging;
	<ul style="list-style-type: none"> • fax;
	<ul style="list-style-type: none"> • mail and
	<ul style="list-style-type: none"> • in-person contact.
488	The Contractor shall provide the capability to track and account for all incoming customer communication.
489	The Contractor shall provide the capability for a CSR to upload a file and have it associated with an account, including but not limited to: <ul style="list-style-type: none"> • an audio file from a recorded conversation; • a PDF file, such as, an outbound email or mail piece and • an image file, such as, a scanned document emailed by a customer.
490	The Contractor shall provide the capability to view data files or play audio files associated with accounts.
491	The Contractor shall provide the capability to scan incoming print communications and save the resulting image in the BOS. The Contractor's solution shall be robust, enterprise-level and integrated with the BOS and with capabilities including but not limited to: <ul style="list-style-type: none"> • bulk scanning; • indexing, sorting, collating; • bulk demographic data entry and • automatic assignment to accounts.
492	The Contractor shall provide the capability to categorize all incoming communication via drop-down menu options (Configurable), including but not limited to: <ul style="list-style-type: none"> • application; • account close request; • account information change; • administrative review request;

	<ul style="list-style-type: none"> • affidavit of non-liability;
	<ul style="list-style-type: none"> • bankruptcy document;
	<ul style="list-style-type: none"> • clean air vehicle proof;
	<ul style="list-style-type: none"> • complaint;
	<ul style="list-style-type: none"> • contest notice;
	<ul style="list-style-type: none"> • death certificate;
	<ul style="list-style-type: none"> • dispute;
	<ul style="list-style-type: none"> • divorce decree;
	<ul style="list-style-type: none"> • financial hardship;
	<ul style="list-style-type: none"> • general correspondence/inquiry;
	<ul style="list-style-type: none"> • lease agreement;
	<ul style="list-style-type: none"> • marriage license;
	<ul style="list-style-type: none"> • other miscellaneous;
	<ul style="list-style-type: none"> • payment;
	<ul style="list-style-type: none"> • police report;
	<ul style="list-style-type: none"> • proof that the vehicle was rental or leased vehicle;
	<ul style="list-style-type: none"> • proof that the vehicle was sold/stolen;
	<ul style="list-style-type: none"> • rental car agreement;
	<ul style="list-style-type: none"> • returned mail - with forwarding address;
	<ul style="list-style-type: none"> • returned mail - without forwarding address;
	<ul style="list-style-type: none"> • sale documentation;
	<ul style="list-style-type: none"> • transponder request and
	<ul style="list-style-type: none"> • vehicle registration.
493	The Contractor shall provide the capability to search for all incoming communication.
494	The Contractor shall provide the capability to create a Case for each incoming communication piece scanned into the BOS. Each scanned communications piece will either initiate a new Case or be associated with an existing one, as determined by an Authorized User.

495	Create a customer contact record for all automated customer contacts. For example, if the customer provides a new address and phone number, the BOS shall automatically create a contact record that says customer contacted the BOS via Self-Service Website to update address and cell phone number.
496	The Contractor shall provide the capability to track contacts based on channel or contact reasons.
497	The Contractor shall provide the capability to set and maintain customer contact attributes, including but not limited to:
	<ul style="list-style-type: none"> • channels;
	<ul style="list-style-type: none"> • date and time;
	<ul style="list-style-type: none"> • actions;
	<ul style="list-style-type: none"> • contact reasons;
	<ul style="list-style-type: none"> • comments and
	<ul style="list-style-type: none"> • comment category.

1.5. Image Transfer and Transaction/Trip Processing

1.5.1. Transaction/Trip Transfer

The ETTM System captures transactions and images for Transponder-Based Transactions/Trips and Image-Based Transactions/Trips and handles automatic and manual image review. The transaction/trip is created by the ETTM System. The ETTM System sends the full formed trip, associated transactions, image(s) and license plate data (if needed) to the BOS.

498	The Contractor shall provide the capability to accept and store images related to transactions/trips, Violations, I-Tolls from the ETTM System in accordance with ICD.
499	The Contractor shall provide the capability for customers and Authorized Users to retrieve, view and print images related to transactions/trips, Violations and I-Tolls.
500	The Contractor shall provide the capability to associate images with the related transaction/trip in the BOS based on information provided by the ETTM System.
501	The Contractor shall provide the capability to transmit the status of image acquisition errors to the ETTM System Contractor and the PMMS.
502	The Contractor shall provide the capability to categorize failed images into error codes and exception codes for reporting purposes.
503	Reconcile and report transaction file discrepancies, errors and rejects by reason.

504	The Contractor shall provide the capability to send and receive all data and files between the ETTM System and the BOS in compliance with the ETTM System Contractor's ICDs, and any updates made to them must meet the Requirements of the Statement of Work and Requirements.
505	The Contractor shall provide the capability to support a list of ETTM Systems with which the BOS shall Interface to receive Transponder-Based and Image-Based Transactions. All received transactions/trips shall be verified against the list of ETTM Systems.
506	The Contractor shall provide the capability to receive and maintain a listing of each Toll Facility's tolling points and lanes (including designation of direction) from which the BOS shall receive transactions/trips. All transactions/trips received shall be verified against the Toll Zone and lane (including designation of direction) listing for each Toll Facility.
507	The Contractor shall provide the capability to receive and process Transponder-Based and Image-Based Transactions/Trips from each ETTM System.
508	The Contractor shall provide the capability to validate the Transponder-Based Transactions/Trips and Image-Based Transactions/Trips transmitted by the ETTM System meet the Requirements of the ICD.
509	The Contractor shall provide the capability to validate the transactions/trips to ensure compliance to Interface Requirements and established parameters for each Toll Facility and identify errors and exceptions.
510	<p>The Contractor shall provide the capability to accept, but not Post to Accounts or process further Transponder-Based and Image-Based Transactions/Trips that have failed the verifications and cannot be processed further as submitted for collecting tolls at the BOS. Such rejected transactions/trips include but are not limited to:</p> <ul style="list-style-type: none"> • transactions/trips are older than the established parameters; • transactions/trips do not belong to Toll Facilities on the Toll Facilities list; • transactions/trips do not belong to a Toll Zone on the Toll Facility list; • internal transponder identification number is not valid; • transaction/trip is a duplicate of a Posted Transponder-Based Transaction/Trip on the account; • transaction/trip is a duplicate of a Posted I-Toll Transaction/Trip on the account; • transaction/trip is a duplicate of a Violation transaction/trip on the account; • transaction/trip was rejected by the Interoperable/CTOC Agency and • transaction/trip is not in compliance with the ICD.
511	The Contractor shall provide the capability to identify duplicate transaction/trip verification (Configurable) for each Toll Facility, based on various criteria, including but not limited to:

	<ul style="list-style-type: none"> • Toll Facility;
	<ul style="list-style-type: none"> • Toll Zone;
	<ul style="list-style-type: none"> • direction of travel;
	<ul style="list-style-type: none"> • lane;
	<ul style="list-style-type: none"> • transaction/trip time differential;
	<ul style="list-style-type: none"> • transaction/trip type;
	<ul style="list-style-type: none"> • account type;
	<ul style="list-style-type: none"> • license plate number and
	<ul style="list-style-type: none"> • transponder number.
512	The Contractor shall provide the capability to reconcile transmitted transaction/trip counts and errors by date sent to the BOS and Transaction/Trip Date and Time.
513	The Contractor shall provide the capability to categorize failed transactions/trips into error codes and exception codes for reporting purposes.
514	The Contractor shall provide the capability to accept and process corrected transactions/trips that have been previously rejected.

1.5.2. Transmission Error Identification

515	The Contractor shall provide the capability to send status of transaction/trip transmission and/or verification errors to the PMMS.
516	The Contractor shall provide the capability to identify when the actual number of Transponder-Based Transactions/Trips and Image-Based Transactions/Trips received from an ETTM System is a percentage (Configurable) below the expected number for each Toll Zone and lane based on historical volumes and send an Operational Alert Notification to the PMMS.
517	The Contractor shall provide the capability to identify when percentage (Configurable) of trips sent as image-based has increased compared to historical data and send an Operational Alert Notification to the PMMS.
518	The Contractor shall provide the capability to identify when the actual number of images acquired is a percentage (Configurable) below the expected amount for each Toll Zone and lane and send an Operational Alert Notification to the PMMS.
519	The Contractor shall provide the capability to create transmission failure Alerts based on parameters, including but not limited to missing plazas and delayed transactions by Toll Facility and transaction/trip type.
520	The Contractor shall provide the capability to identify if there are missing images from a specific Toll Zone (Configurable number over a Configurable period of time) and send an Operational Alert Notification to the PMMS.

521	The Contractor shall provide the capability (Configurable) to retry the acquisition of images for transactions/trips initially identified as not having images.
522	The Contractor shall provide the capability to match the acquired image with its transaction/trip.
523	The Contractor shall provide the capability to identify transactions/trips for which images were expected but are missing and generate an Operational Alert Notification to the PMMS if images are missing for more than a number of transactions/trips (Configurable) and after an amount (Configurable).
524	The Contractor shall provide the capability to transmit the status of image acquisition errors to Authorized Users.
525	The Contractor shall provide the capability to categorize failed images into error codes and exception codes for reporting purposes.

1.5.3. Interoperability

The Authority is already Interoperable with the other toll agencies in California. During the Implementation Phase and Operations and Maintenance Phase, it is likely that Interoperability will expand to include all U.S. states and regions. The Authority intends to participate in regional and national Interoperability.

The BOS and the Interoperable/CTOC Agencies shall exchange files in accordance with the most current ICDs.

526	Provide the capability to create/transmit and receive/process all Interoperable/CTOC files in accordance with the latest CTOC ICD. See Attachment A: CTOC Technical Specifications for Interagency Data Exchange for current ICD.
527	Provide the capability to create/transmit and receive/process all Interoperable/CTOC files in accordance with the Authority's Business Rules.

1.5.3.1. OCTA Customers on Interoperable Agency Facilities

Customers who have an Active Registered account may use the Toll Facilities of Interoperable/CTOC Agencies. Transactions/trips generated on the Interoperable facilities will be transmitted to the BOS for processing and Posting to accounts. Interoperable/CTOC Agencies will receive disposition for each submitted transaction/trip in accordance with their individual Interoperable/CTOC Agency ICD. Images will not be provided by Interoperable Agencies. The BOS shall meet the following Requirements related to Transponder-Based Transactions/Trips and Image-Based Transactions/Trips submitted by Interoperable/CTOC Agencies.

528	The Contractor shall provide the capability to create, transmit and exchange all data and files between the BOS and Interoperable/CTOC Agencies in compliance with the existing ICDs and any updates made to them to meet the Requirements of the Statement of Work.
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529	The Contractor shall provide the capability to receive and process Transponder-Based Transactions/Trips and Image-Based Transactions/Trips from the Interoperable/CTOC Agencies.
530	The Contractor shall provide the capability to validate that the Transponder-Based Transactions and Image-Based Transactions/Trips transmitted by the Interoperable/CTOC Agencies meet the criteria for qualification, including but not limited to:
	<ul style="list-style-type: none"> • Transponder-Based Transactions/Trips and Image-Based Transactions/Trips transmitted by the Interoperable/CTOC Agencies are Posted when the associated account and transponder were active;
	<ul style="list-style-type: none"> • Transponder-Based Transactions/Trips and Image-Based Transactions/Trips meet the Requirements of the ICD and
	<ul style="list-style-type: none"> • Image-Based Transactions/Trips have a license plate number, Jurisdiction and plate type (if applicable), and the transaction occurred when the associated account and plate were active.
531	The Contractor shall provide transaction/trip disposition to Interoperable/CTOC Agencies for each submitted Transponder-Based Transaction/Trip and Image-Based Transaction/Trip.

1.5.3.2. Interoperable/CTOC Customers on Authority Toll Facility

Interoperable/CTOC Agency customers who have accounts at other Interoperable/CTOC Agencies may use the Authority’s Toll Facility. These customers may create Transponder-Based Transactions/Trips and Image-Based Transactions/Trips. The BOS identifies such transactions as Interoperable/CTOC Transactions/Trips, validates such transactions/trips are in compliance with Interoperable/CTOC ICDs and transmits them to the Interoperable/CTOC Agency for processing and Posting to the appropriate accounts. The Authority may assess a Configurable ‘roaming/hub processing fee’ based on the transaction/trip type. Interoperable/CTOC Agencies will transmit the disposition for each submitted transaction/trip to the BOS in accordance with their individual Interoperable/CTOC ICD.

The BOS shall meet the following Requirements related to Interoperable/CTOC Transponder-Based Transactions/Trips and Image-Based Transactions/Trips.

532	The Contractor shall provide the capability to receive and validate Transponder-Based Transactions/Trips and Image-Based Transactions/Trips from the ETTM System.
533	The Contractor shall provide the capability to validate that the Transponder-Based Transactions/Trips and Image-Based Transactions/Trips are in compliance with the Interoperable/CTOC ICDs.
534	The Contractor shall provide the capability to, if configured, assess the appropriate ‘roaming/hub processing fee’ based on the transaction/trip type.
535	The Contractor shall provide the capability to identify clean air vehicles and motorcycles for discounts from Interoperable/CTOC Agencies.

536	The Contractor shall provide the capability to transmit Transponder-Based Transactions/Trips and Image-Based Transactions/Trips to the appropriate Interoperable/CTOC Agency.
537	The Contractor shall provide the capability to receive transaction/trip disposition from the Interoperable/CTOC Agencies for each transmitted Transponder-Based Transaction/Trip and Image-Based Transaction/Trip.
538	The Contractor shall provide the capability to invoice IOP, make payments to IOP and receive post payments from IOP, retain and aging of IOP receivables

1.5.4. Monitoring - Operations and System Performance

The Authority requires monitoring tools to effectively track and manage operations with the goals of optimizing efficiency, performance and customer service. The Authority requires clear visual and graphical representation of the workflow statuses and the provision of Alerts to identify backlogs and problems on a timely basis.

539	The BOS shall provide pictorial representations (dashboard) of the BOS operations and performance, and Authorized Users performance and productivity at all stages of inbound customer contact points and operations process flow.
540	The BOS shall provide Authorized Users the ability to customize and personalize their dashboard to display data elements selected by the user.
541	The BOS shall provide user interface in real-time to review and be alerted to problems, exceptions, issues and variance from Performance Measures by means of conditional formatting.
542	The BOS shall provide users with the capability to drill to the individual details and back-up information of any transaction/trip state, status or problem.
543	The BOS shall provide user interface to establish various thresholds (Configurable) to monitor and assess BOS and operations performance in areas such as inbound calls, emails, chat, cases, transponder requests, etc.
544	The BOS shall generate automated notifications to the PMMS when specified deviations from established thresholds are detected within a user defined period of time (Configurable) and provide such notifications on the dashboard.

1.5.5. Transaction/Trip Processing Lists

1.5.5.1. Processing Exception List

The Processing Exception List is a list of license plates and transponders used to identify Transponder-Based Transactions/Trips and Image-Based Transactions/Trips that require manual review and disposition prior to final processing due to known customer service and/or processing issues.

545	The Contractor shall provide the capability to maintain a separate Processing Exception List of license plates and transponders for each Toll Facility.
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546	The Contractor shall provide the capability for Authorized Users to add, delete and maintain the Processing Exception List of license plates and transponders.
547	All changes to the Processing Exception List shall require Authority Approval.
548	The Contractor shall provide the capability for Authorized Users to enter effective start and end dates for each license plates and transponder.
549	The Contractor shall provide the capability for Transponder-Based Transactions/Trips and Image-Based Transactions/Trips that are active on the Processing Exception List to not be processed by the BOS until manually reviewed and dispositioned.
550	The Contractor shall provide the capability via a processing exception screen to review each transaction and image and either reintroduce the Transponder-Based Transactions/Trips and Image-Based Transactions/Trips for normal BOS processing or have them remain unprocessed.
551	The Contractor shall provide the capability via a processing exception screen to review Transponder-Based Transactions/Trips and Image-Based Transactions/Trips multiple times before reintroducing them for BOS processing.
552	The Contractor shall provide the capability for reintroduced Transponder-Based Transactions/Trips and Image-Based Transactions/Trips to follow all of the applicable processing rules. For example, if the time process time threshold has been exceeded the normal dispositioning process would occur.
553	All Transponder-Based Transactions/Trips and Image-Based Transactions/Trips subject to the processing exceptions shall be included in all applicable transactional and financial reporting.

1.5.5.2. Plate Correction List

The Plate Correction List contains license plate numbers identified by the CSC Operations as being problematic based on customer disputes or QA processes and requiring analysis and correction by the ETTM System Contractor to prevent recurring issues.

554	The Contractor shall provide the capability to provide a separate Plate Correction List for each Toll Facility.
555	The Contractor shall provide the capability for Authorized Users to add, delete and maintain the Plate Correction List of license plates with all available plate information.
556	The Contractor shall provide the capability for Authorized Users to electronically send the Plate Correction List to the ETTM System Contractor.
557	The Contractor shall provide the capability to search for, retrieve and correct plates added to the Plate Correction List to avoid the same errors from occurring for transactions that are in process.

1.5.6. Customer Validation and Transaction/Trip Posting

Upon the completion of the initial verifications and processing, the BOS shall attempt to Post the transactions/trips to accounts. The sequence in which the Posting occurs is determined during design.

1.5.6.1. Transaction/Trip Posting - General

Generally, the toll rate assigned by the lanes is the rate that the customer is charged. On Express Lane facilities, the toll rate depends on the numbers of occupants in the vehicle. Some transponders have the ability to indicate the number of occupants in the vehicle depending on where the customer has set the switch. Account Plans, plate codes and transponder codes such as the Clean air vehicle or motorcycle may also affect the toll rate. During the Operations and Maintenance Phase, it is anticipated that the occupancy required to receive a discounted or \$0 toll rate will change (for example, from 2+ to 3+).

558	The Contractor shall provide the capability to set and maintain rules (Configurable) that define the order and sequence in which transactions/trips are processed for Posting to the various account types.
559	The Contractor shall use the Authority's Business Rules and existing hierarchy in developing the rules for Posting trips.
560	The Contractor shall provide the capability to set and maintain rules (Configurable) that define the order in which the transactions/trips shall be processed and their final outcome, including but not limited to: <ul style="list-style-type: none"> • type of the transaction/trip (Transponder-Based or Image-Based); • the submitting Entity (Toll Facility, Authority or Interoperable/CTOC Agency); • the presence of a transponder in the transaction/trip; • account type; • account status; • the status of the transponder at the time of the transaction/trip and • the availability of an image.
561	The Contractor shall provide the capability to store multiple transponders per transaction/trip and charge the transponder according to the rules.
562	The Contractor shall provide the capability to transmit Interoperable Transponder-Based Transactions/Trips to Interoperable/CTOC Agencies to Post to the Interoperable/CTOC Agency accounts.
563	The Contractor shall provide the capability to validate Transponder-Based Transactions/Trips and account type and support the processing order (Configurable) of transactions/trips with transponders, per Business Rules.

564	The Contractor shall process the transaction as an Image-Based Transaction if a Transponder-Based Transaction/Trip cannot be Posted to an account, but it contains the license plate data, then depending on the reject reason. For example, if a Transponder-Based Transaction/Trip was rejected by an Interoperable/CTOC Agency due to insufficient funds on the account, then the transaction/trip can be processed as an Image-Based Transaction/Trip if an image is available.
565	The Contractor shall provide the capability to reprocess transactions as Image-Based Transactions/Trips if Transponder-Based Transactions/Trips cannot be Posted to an account and are rejected by the BOS, in accordance with the processing order (Configurable) based on the reject reason.
566	The Contractor shall provide the capability to validate the transaction/trip and account type and support the processing order (Configurable) of Image-Based Transactions/Trips per Business Rules.
567	The Contractor shall provide the capability to insert pauses, of durations (Configurable), in transaction processing within the transaction/trip processing sequence to allow for other interactions (for example, a grace period to allow customer to provide payment before a transaction is Posted to a rental car account or an Unregistered account).
568	The Contractor shall provide the capability to configure whether payments are guaranteed for both Transponder-Based Transactions/Trips and Image-Based Transactions/Trips for each Interoperable/CTOC Agency.
569	The Contractor shall provide the capability to Post a Transponder-Based Transaction/Trip that is guaranteed for Interoperable/CTOC Agencies to the account, regardless of the account balance.
570	The Contractor shall provide the capability to Post an Image-Based Transaction/Trip that is guaranteed for Interoperable/CTOC Agencies to the account, regardless of the account balance.
571	The Contractor shall provide the capability to process Transponder-Based Transactions/Trips and Image-Based Transactions/Trips to an account based on date and time the transaction/trip was received by the BOS in First in First Out (FIFO) order.
572	The Contractor shall provide the capability to attempt to Post a toll transaction/trip (OCTA or Interoperable/CTOC) that did not Post to the account initially at Configurable intervals for a Configurable amount of time.
573	The Contractor shall provide the capability to Post tolls/trips based on the particular tolling location. For example, if the transponder has a non-revenue plan for a particular Toll Facility, then transactions/trips for that transponder are charged \$0.00 for transactions/trips on that Toll Facility.

1.5.6.2. I-Toll Transaction/Trip Posting

Transponders sometimes fail to read when the customer uses the Toll Facilities. This results in the capture and processing of the customer license plate image by the ETTM System. An Image-Based Transaction/Trip along with the license plate image(s) and data is ultimately submitted to the BOS

for processing. Accounts with a number of I-Tolls deemed excessive may be notified and those customers may be charged a fee.

The BOS identifies the license plate as belonging to the Authority or Interoperable/CTOC account and verifies that the Image-Based Transaction/Trip is eligible for Posting to the account as an I-Toll transaction/trip. An I-Toll shall be Posted to an account in accordance with Business Rules. For an Interoperable/CTOC account, an I-Toll shall be sent to the Interoperable Agency for processing only if the license plate is on the valid license plate file for the Transaction Date. Image(s) for I-Toll transactions/trips shall be retained by the BOS.

574	<p>The Contractor shall provide the capability to identify and Post I-Tolls belonging to the Authority or Interoperable/CTOC account based on a combination of factors, including but not limited to:</p> <ul style="list-style-type: none"> • the account status at the time of the transaction/trip; • current account status; • account open date; • effective date and time range for the license plate on the account; • Account Plans associated with the account, transponder or license plate; • license plate number; • license plate Jurisdiction; • license plate type; • license plate status; • license plate image; • whether the license plate was on the account at the time of the transaction/trip and • the account balance.
575	The Contractor shall store the image(s) associated with I-Toll transactions/trips.
576	The Contractor shall provide the capability to check each time a license plate is added to a Registered account and when a license plate start date/time is changed and every day after until resolved to see if any Violations match that license plate and Post all applicable Violations to the account in accordance with Business Rules.
577	The Contractor shall provide the capability to setup the parameters (Configurable) which trigger an Excessive I-Toll Notification.
578	The Contractor shall provide the capability to set up the parameters (Configurable), which trigger the application of the Excessive I-Toll fee, including a grace period after a customer is notified.

579	The Contractor shall provide the capability to apply the Excessive I-Toll fee in the future only when a percentage (Configurable) of monthly transactions are processed by plate.
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1.5.6.3. Toll and Discount Posted

The transactions/trips submitted by the ETTM System and the Interoperable/CTOC Agencies will contain multiple fares based on the Toll Facility or Interoperable/CTOC Agency, the type of facility and the transaction/trip type (listed below). Based on the Business Rules, the BOS shall apply the applicable discounts and charge the account the correct fare.

580	The Contractor shall provide the capability to apply applicable discounts for Account Plans associated with the account, transponder or license plate to the Transponder-Based and Image-Based Transactions/Trips.
581	<p>The Contractor shall provide the capability to Post the appropriate toll and discounts to Transponder-Based Transactions/Trips and the Image-Based Transactions/Trips based on various conditions (Configurable), including but not limited to:</p> <ul style="list-style-type: none"> • type of transaction/trip received from the ETTM System, for example non-revenue; • type of transaction/trip received from the Interoperable/CTOC Agencies; • type of Toll Facility, for example Express Lanes; • account balance; • type of transaction/trip at the time of Posting (FasTrak, I-Toll or Violation); • account type; • Flags on the account, for example Excessive I-Toll and • transponder and plate designators (CAV).

1.5.6.4. Owner Identification

For those Image-Based Transactions/Trips that do not Post to an existing account or Interoperable/CTOC account, the registered owner name and address information for the vehicle (based on the license plate) needs to be obtained from Registered Owner of the Vehicle (ROV) Lookup sources.

582	The Contractor shall establish a direct interface with the California Department of Motor Vehicles (DMV) to perform an ROV look up for each transaction with California license plates.
583	The Contractor shall establish a direct interface with the Arizona, Oregon and Nevada Department of Motor Vehicles (DMV) to perform an ROV look up for any applicable trip.

584	The Contractor shall provide a ROV Lookup Service Provider to be used to perform an ROV Lookup for each transaction with license plates from all other States, the District of Columbia and the U.S. Government.
585	The Contractor shall provide the capability to identify California temporary plates based on numbering sequence and other information provided by the DMV.
586	The Contractor shall provide the capability to lookup temporary license plates issued by the California DMV utilizing a separate database for temporary plates.
587	The Contractor shall provide the capability to obtain and store Vehicle Identification Number (VIN) for a temporary license plate and using the VIN, associate the temporary license plate to permanent plate to ensure only a single Unregistered account is created for the vehicle and that California DMV hold is placed on the permanent plate, if applicable.
588	<p>The Contractor shall provide the capability to manage addresses associated with Protected Plates agencies, which is the agency name returned from the DMV or ROV Lookup Provider for license plates of customers affiliated with federal, state or local agencies allowed to shield addresses. including but not limited to:</p> <ul style="list-style-type: none"> • allow Authorized Users to input, delete and update the addresses associated with Protected Plates agencies; • electronically check against the Protected Plate data when a Protected Plate agency name is returned from the DMV or ROV Lookup Provider; • automatically produce the Violation Notice with the Protected Plate agency address; • allow the option for an Authorized User to review, edit and approve the Violation Notice prior to sending and • if there is no match for a Protected Plate agency, hold the Violation for a Configurable period of time and allow an Authorized User to manually enter an address when obtained and send.
589	<p>The Contractor shall provide the capability to establish separate, ROV Lookup parameters (Configurable) to obtain the ROV, based on various criteria including but not limited to:</p> <ul style="list-style-type: none"> • whether the license plate is issue by a state which there is a direct DMV connection or through an ROV Lookup Service Provider; • whether the license plate is a temporary plate (California only); • Flags on the account, for example if the account has a bad address Flag or ROV is stale, then ROV Lookup is performed at intervals (Configurable) until a new address is obtained and • cost of ROV Lookup, for example if ROV Lookups are at no cost then perform lookup every time (possibly daily) when a Violation Notice is about to be issued for the license plate.

590	The Contractor shall provide the capability to identify and manage Violations which do not meet the criteria for a Violation Notice to be issued because the Violation date is greater than the Configurable number of days old.
591	The Contractor shall provide the capability to identify and manage Violations which do not meet the criteria for a Violation Notice to be issued based on Business Rules.
592	The Contractor shall provide the capability to identify and manage Violations which have no match after ROV Lookup and allow for a Configurable number of days to attempt to obtain the ROV through other methods.
593	The Contractor shall provide the capability to view the transaction/trip and its associated image(s) and select the correct license plate registration information in the event there are multiple ROV matches returned by the ROV Lookup Service Provider for a particular license plate.
594	The Contractor shall provide the capability to review the results and take appropriate action of partial ROV information matches and confirm the account that matches the ROV name and address.
595	The Contractor shall provide the capability to automatically create an Unregistered account for the license plate using the ROV results if there is no match to an existing Registered or Unregistered account.
596	The Contractor shall provide the capability to identify potential match to a Registered account based on name and address and notify the customer and add the plate and transactions.
597	The Contractor shall provide the capability to review the transactions/trips where the registration information is not available. The BOS shall retrieve all images associated with the transactions/trips and make them available to the Authorized User for review. The Authorized User can take the following action on the transactions/trips, including but not limited to:
	<ul style="list-style-type: none"> • manually enter the ROV data and
	<ul style="list-style-type: none"> • correct the license plate data.
598	The Contractor shall provide the capability to re-submit license plates for ROV Lookup a number of times (Configurable) and after a period of time (Configurable) if the license plate is returned from the ROV Lookup Service Provider with no match or an error. The configuration shall be based on the type of error and the status of the communications.
599	The Contractor shall provide the capability, if there is no response for the ROV Lookup after the number of retries (Configurable), and license plate registration information cannot be obtained, to automatically set the transaction/trip to "Unknown DMV status".
600	The Contractor shall provide the capability, if the ROV information cannot be obtained, Post the transaction to a Registered account if the transaction/trip also contained an OCTA transponder read.

601	The Contractor shall provide the capability to automatically record, set and maintain the ROV Lookup source based on license plate Jurisdiction.
602	The Contractor shall provide the capability to set the length of time (Configurable by Jurisdiction) before ROV information needs to be rechecked before the license plate registration information is considered stale and must be acquired again.
603	The Contractor shall provide the capability to set the length of time (Configurable) before ROV information for temporary license plates needs to be rechecked individually to obtain the associated permanent license plate number.
604	The Contractor shall provide the capability to retain all historical ROV Lookup information, including but not limited to:
	<ul style="list-style-type: none"> • source of license plate ROV data;
	<ul style="list-style-type: none"> • ROV data changes and
	<ul style="list-style-type: none"> • the date the data was obtained

1.5.6.5. Transfer of Responsibility

The California Vehicle Code provides for the registered owner of a vehicle to name another individual as the person responsible for toll evasion notices. In order to comply with this Requirement, the BOS will need to record the named responsible person and process applicable NTEV accordingly.

605	The Contractor shall provide the capability to transfer the responsibility to another party, including but not limited to:
	<ul style="list-style-type: none"> • uploading supporting documentation;
	<ul style="list-style-type: none"> • allowing for Authorized Users to enter the responsible party's name and address information for one or many Violation Notices;
	<ul style="list-style-type: none"> • dismissing the Violation Notices (including applicable tolls and fees) for the original ROV;
	<ul style="list-style-type: none"> • establishing an unregistered Account for the new ROV;
	<ul style="list-style-type: none"> • issuing Violation Notice(s) as applicable to the new ROV and
	<ul style="list-style-type: none"> • maintain history of the responsibility transfer activities.

1.6. Registered and Unregistered Account Notifications

1.6.1. Outgoing Notifications

The creation and sending of outgoing Notifications includes multiple distribution channels, such as electronic transmission (email, text), print and mail, and outbound phone calls. Notification management shall provide several methods of delivery and allow for configuring how each Notification item shall be delivered. All Notifications related to an account shall be associated with that account and Case, if applicable, in the BOS.

Alerts are normally Notifications that customers opt-in for so that they can be notified (usually by text or email) when their account needs attention or when activities occur on their account. Alerts can also be Notifications based on account events of which the Authority would like customers to be informed.

Notifications are sent using distribution channels, such as email, text, phone call and United States Postal Service (USPS) mail.

There are unique Notification items, for example, a Notice of Toll Evasion Violation, an insufficient balance letter or an email Notification that the customer's account has been replenished.

Each Notification item has criteria which triggers its generation. When an account meets specified criteria, the account qualifies for a specific Notification item. For example, an account qualifies for a Credit Card Expiring Notification one month before the Credit Card expiration date and an account qualifies for a Violation Notice after the ROV information has been obtained.

606	The Contractor shall provide all outgoing Notifications with a standard look and feel and submit samples of all Notifications to the Authority for Approval, prior to distribution to customers.
607	The Contractor shall provide a Notification management process regardless of the Notification item or the distribution channel used to send the Notification.
608	The Contractor shall develop a communication matrix for configuring the Notifications and their allowable distribution channel. This matrix shall be configurable and will change over the life of the Contract.
609	The Contractor shall provide a process to automatically issue each Notification when the criteria in the Business Rules is met.
610	The Contractor shall produce and deliver Print Notifications to the USPS Monday – Friday.
611	The Contractor or its Print/Mail House Service Provider (optional) shall produce and deliver the Notifications to the USPS within two (2) Business Days of the Notification meeting the Business Rules for generation.
612	The Contractor shall produce and deliver all electronic or phone Notifications to the customer within one (1) Business Day of the Notification meeting the Business Rules for generation.
613	The Contractor is responsible for the quality and accuracy of the all Notification and shall review Notifications produced in-house or by its Print/Mail House Service Provider (optional), as the Contractor deems necessary to ensure accuracy of the notifications for complete addresses, correct information and Notification template/version and accurate dates.
614	The Contractor shall provide the capability to automatically associate all outbound Notifications with the appropriate account and Case, if applicable.

615	The Contractor shall provide the capability for customers to opt-in for Alerts and select the conditions that will result in the creation of Alerts. Customer shall have a choice of selecting the method in which they receive the Alert; a text or email.
616	<p>The Contractor shall provide the capability to automatically initiate customer Alert Notification based on account events, including but not limited to:</p> <ul style="list-style-type: none"> • an I-Toll was Posted to the account; • Violation on license plate registered to customer’s address on file; • transponder order placed; • transponder shipped; • Credit Card expiry date within days (Configurable) of expiry; • account balance an amount above Insufficient Balance Threshold (Configurable); • daily account balance; • payment Posted to account; • returned check; • account auto-replenishment (Credit Card) failure/declined Credit Card; • an ACH transaction is rejected and • account changes (Configurable), such as the addition of a vehicle to the account or change of password.
617	<p>The Contractor shall provide the capability to automatically initiate customer communications and Notifications based on account events including but not limited to the following.</p> <ul style="list-style-type: none"> • account creation welcome letter/account profile; • Excessive I-Toll threshold is exceeded; • account auto-replenishment (Credit Card) failure/declined Credit Card; • an ACH transaction is rejected; • Credit Card update successful (from the Credit Card update service); • Credit Card update failure (from the Credit Card update service); • Credit Card is within a number of days (Configurable) from its expiration; • Credit Card has expired; • partial payment;

	<ul style="list-style-type: none"> • temporary license plate expired;
	<ul style="list-style-type: none"> • auto-replenishment suspended;
	<ul style="list-style-type: none"> • auto-replenishment recalculation;
	<ul style="list-style-type: none"> • returned check;
	<ul style="list-style-type: none"> • account suspended;
	<ul style="list-style-type: none"> • delinquent account second notice;
	<ul style="list-style-type: none"> • Warning of Registration Hold (Configurable to only send based on the amount of time since the delinquent Notification);
	<ul style="list-style-type: none"> • statement available;
	<ul style="list-style-type: none"> • postpaid invoice;
	<ul style="list-style-type: none"> • Notice of Toll Evasion Violation generated;
	<ul style="list-style-type: none"> • Notice of Delinquent Toll Evasion Violation generated;
	<ul style="list-style-type: none"> • Violation dispute accepted;
	<ul style="list-style-type: none"> • Violation dispute rejected by reason;
	<ul style="list-style-type: none"> • incomplete Affidavit of Non-Liability;
	<ul style="list-style-type: none"> • customer-initiated review-related Notification;
	<ul style="list-style-type: none"> • Administrative Hearing scheduled;
	<ul style="list-style-type: none"> • account balance level is below the Insufficient Balance Threshold;
	<ul style="list-style-type: none"> • account is flagged with a bankruptcy;
	<ul style="list-style-type: none"> • undeliverable mail;
	<ul style="list-style-type: none"> • undeliverable email;
	<ul style="list-style-type: none"> • bad phone (for both calls and text)/fax situation;
	<ul style="list-style-type: none"> • forgotten password, PIN or username and
	<ul style="list-style-type: none"> • account status changes (Configurable).
618	Distribute Notifications through distribution channels, including but not limited to:
	<ul style="list-style-type: none"> • mail;
	<ul style="list-style-type: none"> • email;
	<ul style="list-style-type: none"> • text messaging;

	<ul style="list-style-type: none"> • Self-Service Mobile Application push Notifications (Phase II and optional);
	<ul style="list-style-type: none"> • fax;
	<ul style="list-style-type: none"> • outbound CSR call by developing a list of calls to be made and
	<ul style="list-style-type: none"> • automated outbound call.
619	The Contractor shall provide the capability for electronic Notifications to be sent as the body of an email in a format (Configurable), including but not limited to text and HTML.
620	The Contractor shall provide the capability for electronic Notifications to be sent as a link to the Self-Service Website in the body of an email.
621	The Contractor shall provide the capability (Configurable) to define Notification type and size, for example, postcard or letter.
622	The Contractor shall provide settings (Configurable) for distribution channel for each Notification item, including but not limited to:
	<ul style="list-style-type: none"> • Authority required distribution channel(s);
	<ul style="list-style-type: none"> • customer preference and
	<ul style="list-style-type: none"> • preferred address type for mailing, for example, home, business or ROV Lookup provided.
623	The Contractor shall provide the capability for a Notification item to be distributed using multiple distribution channels. For example, send the Notification to the customer's preferred distribution channel, which is email and by mail, based on the Authority's preference.
624	The Contractor shall provide the capability to identify multiple Notifications that are generated for a customer and combine their mailing.
625	The Contractor shall provide the capability to check the NCOA database before a Notification is mailed and use the NCOA address if it is the latest.
626	The Contractor shall provide the capability to validate the existing email address anytime a new email address is provided.
627	The Contractor shall provide the capability to send manually-generated, bulk email Notifications.
628	The Contractor shall provide the capability to send scheduled and ad-hoc, bulk text Notifications.
629	The Contractor shall provide the capability to send scheduled and ad-hoc, bulk mail Notifications.
630	The Contractor shall provide the capability to read, capture, and create the USPS Intelligent Mail Barcode on incoming and outbound mail.

631	The Contractor shall provide the capability for Notifications to include images, graphics, and lists (for example, lists of license plates and/or transponders) as well as text.
632	The Contractor shall provide standard templates for each Notification item.
633	The Contractor shall provide the capability to add a barcode, scan line or Quick Response Code to each outgoing Notification piece (excluding text and email body copy Notifications) so the returned Notification can be scanned and automatically associated with the proper account and, if applicable, Case. The barcode shall be visible in the top of the envelope window so as not to interfere with the USPS but to be available to scan as returned mail without having to open the envelope.
634	The Contractor shall provide the capability to add checksum digits to barcodes on Notices and other correspondence that will likely return to the BOS or Lockbox Service Provider (optional) or Collection Agency. Barcode readers shall be able to support such checksum on barcodes and the BOS shall validate it.
635	The Contractor shall provide the capability to ensure historical Notifications associated with accounts do not change (maintain original form and content) regardless of any changes that are subsequently made to the template for that Notification item.
636	The Contractor shall provide the capability to create and assign version numbers/dates to Notification templates.
637	The Contractor shall provide the capability to manage/configure Notifications and their attributes according to Business Rules, including but not limited to:
	<ul style="list-style-type: none"> • add new Notifications;
	<ul style="list-style-type: none"> • deactivate Notifications;
	<ul style="list-style-type: none"> • view and select for activation past versions of Notifications;
	<ul style="list-style-type: none"> • criteria;
	<ul style="list-style-type: none"> • frequency;
	<ul style="list-style-type: none"> • escalation path;
	<ul style="list-style-type: none"> • whether based on actual account balance or balance due (calculated);
	<ul style="list-style-type: none"> • whether to send for third-party address look up;
	<ul style="list-style-type: none"> • a variable due date based on the number of days (Configurable) until payment is due;
	<ul style="list-style-type: none"> • a fixed date due (for example, monthly customer Anniversary Day);
	<ul style="list-style-type: none"> • number of days until action must be taken;
	<ul style="list-style-type: none"> • the number of days between the due date and escalation to the next Notification level;
	<ul style="list-style-type: none"> • number of days between the creation date and issue date;

	<ul style="list-style-type: none"> • a fixed issue date (for example, monthly customer Anniversary Day);
	<ul style="list-style-type: none"> • the number of Business Days between the due date and escalation to the next Notification level;
	<ul style="list-style-type: none"> • number of Business Days between the creation date and issue date;
	<ul style="list-style-type: none"> • number of times to resend;
	<ul style="list-style-type: none"> • number of days before the Notification is resent;
	<ul style="list-style-type: none"> • whether or not to resend or reissue if a new address is received;
	<ul style="list-style-type: none"> • whether to escalate but not print if address is marked 'bad';
	<ul style="list-style-type: none"> • allowable distribution channel(s);
	<ul style="list-style-type: none"> • distribution channel escalation;
	<ul style="list-style-type: none"> • number of days from the mailing of the dispute reject letter to extend the Violation Notice payment date;
	<ul style="list-style-type: none"> • eligible address type, for example, Notice of Toll Evasion Violation must be mailed to the ROV's address as provided by the ROV Lookup source;
	<ul style="list-style-type: none"> • address source priority, for example, mail to the ROV Lookup address and if that piece is returned with a forwarding address then use forwarding address;
	<ul style="list-style-type: none"> • Notification response address, for example, some Notifications may require that payment go to the Lockbox Service Provider (optional) while others require response be sent to the BOS;
	<ul style="list-style-type: none"> • Notification return address, for example, some Notifications may use the return address of the Collection Agency while others will use the mail house address;
	<ul style="list-style-type: none"> • Notification quality review sample size and
	<ul style="list-style-type: none"> • whether Notification quality review and approval is required.
638	The Contractor shall provide the capability for Notification to have a mailing date match the actual mail date of the USPS on the Notification. For example, if quality review activities and printing take two days, then the issue date would be two (2) days later than the date that the Notification was created.
639	The Contractor shall provide the capability for Authorized Users to view all versions of each Notification item (including those items that have been modified), including but not limited to:
	<ul style="list-style-type: none"> • date modified;
	<ul style="list-style-type: none"> • version number;
	<ul style="list-style-type: none"> • Authorized User who made the modification(s) and

	<ul style="list-style-type: none"> • samples of the Notification as it looked in all previous versions.
640	<p>The Contractor shall provide the capability to select a Notification target audience, for either pre-developed or ad-hoc Notification, using criteria including but not limited to:</p> <ul style="list-style-type: none"> • use of a particular Toll Facility (overall or by direction); • use of a particular Toll Zone (overall or by direction); • use of a particular Toll Facility or Toll Zone during a specified period of time; • use of a particular payment method; • transactions/trips by time period; • transactions/trips by ZIP code; • transactions/trips by Vehicle Type; • transactions/trips by account type; • transactions/trips by Account Plan; • transactions/trips by transponder type; • recipients of Notice of Toll Evasion Violation issued for selectable Toll Facility use; • recipients of Notice of Toll Evasion Violation issued for selectable time periods and • recipients of Notice of Toll Evasion Violation issued for a combination of selectable Toll Facility use and selectable time period.
641	<p>The Contractor shall provide the capability to view and Approve Notifications prior to distribution to the customer.</p>
642	<p>The Contractor shall provide the capability to email, send to the Print/Mail Service Provider (optional) for printing and mailing or reprint at a local printer any Notification directly from the account, Case or Notification search screens. For example, the customer called about a Case and requests that the CSR resend the letter by email to the customer. The CSR is in the Case and clicks to resend the letter to the provided email address.</p>
643	<p>The Contractor shall design the Notifications to meet all criteria for receiving the lowest postage rate.</p>
644	<p>The Contractor shall employ bulk mail rates and other mailing economies, including, the capacity for pre-sorting mail by zip code and USPS Intelligent Mail Barcode to ensure the most cost-effective postage rates are obtained.</p>
645	<p>The Contractor shall provide all postage meters and establish all post office boxes needed for customer communications.</p>

646	<p>Outgoing mailed Notification materials shall use the following materials:</p> <ul style="list-style-type: none"> • all mailed Notifications - 24lb paper; • all mailed Notifications up to 3 pages - #10 window envelope; • all mailed Notifications 4- 9 pages – 6”x 9” envelope; • all mailed Notifications 10 or more pages – 9”x 12”; • the non- Authority provided flyer - a single 8.5” x 11” piece of paper and • all return envelopes - #9 window envelopes.
647	All Notifications printed in color shall use two colors.

1.6.1.1. Print/Mail Service Provider (optional)

The use of a third-party Print/Mail House Service Provider is at the discretion of the Contractor and shall be at no additional cost to the Authority. If provided, the following Requirements apply.

648	If the Contractor elects to use a third-party Print/Mail House Service Provider (optional), the selected third-party Print/Mail House Service Provider shall be located in and mailing the Authority’s Notifications from the State of California.
649	The Contractor shall provide the capability to resend any files rejected or not received by the Print/Mail House Service Provider and update the Notifications with new mail and due dates as applicable.
650	The Contractor shall provide the capability to transmit fully created Notification items for printing and distribution to the Print/Mail House Service Provider, if utilized, for example, in Adobe PDF or XML format.
651	The Contractor shall provide the capability to transmit Notification items as a data file for printing and distribution to the Print/Mail House Service Provider, if utilized.

1.6.1.2. Notification Tracking, Distribution and Returned Mail Processing

652	The Contractor shall provide the capability to track the USPS Intelligent Mail Barcode Notification delivery response for each individual Notification.
653	The Contractor shall provide the capability to send an Operational Alert Notification to the PMMS if reconciliation from the Print/Mail House Service Provider (optional) has not been received in a specified amount of time (Configurable).
654	The Contractor shall provide the capability to assign a status to each individual Notification, including but not limited to:
	<ul style="list-style-type: none"> • qualified;
	<ul style="list-style-type: none"> • in quality review;
	<ul style="list-style-type: none"> • sent to Print/Mail House Provider (optional);

	<ul style="list-style-type: none"> acknowledged by the Print/Mail House Provider (optional);
	<ul style="list-style-type: none"> distributed;
	<ul style="list-style-type: none"> undeliverable and
	<ul style="list-style-type: none"> reissued.
655	<p>The Contractor shall provide the capability to create a Notification record for each Notification generated, including but not limited to:</p> <ul style="list-style-type: none"> distribution channel; date the account qualified to have that Notification generated; date the Notification was generated; date the Notification was sent to the Print/Mail House Provider (optional); due date (if applicable); date the Notification was printed; date the Notification was mailed; date the Notification was identified as undeliverable and date the Notification was reissued, for example, if a Notification is returned with a forwarding address, a new Notification is sent to the new address.
656	<p>The Contractor shall provide the capability to check the NCOA database before a Notification is mailed and use the NCOA address if it is the latest based on the address selection hierarchy (Configurable) for the Notification item.</p>
657	<p>The Contractor shall provide the capability to automatically associate and store a copy of the Notification with the account upon successful mailing of the Notification as verified and provided by the BOS or Print/Mail House Provider (optional).</p>
658	<p>The Contractor shall provide the capability to process returned mail and enter a new address, if notified by the Print/Mail House Provider (optional) or the USPS.</p>
659	<p>The Contractor shall provide the capability to process returned mail and mark the address as undeliverable if notified by the Print/Mail House Provider (optional) or the USPS.</p>
660	<p>The Contractor shall provide the capability to process returned mail in bulk and mark the address as undeliverable if notified by the Print/Mail House Provider (optional) or the USPS without having to access each account and individual Notification in BOS. For example, by scanning the Notification barcode into a BOS form for an entire batch of returned mail.</p>
661	<p>The Contractor shall provide the capability to Flag returned mail as undeliverable and Flag the address as bad.</p>

662	The Contractor shall provide the capability to prevent Notifications from being escalated and sent to addresses marked as undeliverable or to continue to escalate and generate such Notifications but not print them (Configurable).
663	The Contractor shall provide the capability for an Authorized User to initiate a manual Skip Tracing process on an individual record.
664	The Contractor shall provide the capability, when a mailing address is found to be bad, to automatically perform Skip Tracing and add the acquired mailing address or other contact information to the account and identify the source of the address as Skip Tracing.
665	The Contractor shall, if a new address was provided, automatically mark the returned Notification as returned and generate a new Notification with new dates as applicable. Escalation dates, if applicable, in the BOS shall be updated based on the new Notification dates.
666	The Contractor shall provide the capability to manually select Notifications to be re-sent, for example, when a new address has been provided and manually entered.
667	The Contractor shall provide the capability to send a Notification to a customer regarding an undeliverable mail situation by using a different distribution channel (Configurable).
668	The Contractor shall provide periodic checks for bad (bounced) emails and mark them as undeliverable after a number of failed delivery attempts (Configurable).
669	The Contractor shall provide the capability to send a Notification to a customer regarding an undeliverable email situation by using a different distribution channel (Configurable).
670	The Contractor shall provide the capability to mark phone (for both calls and text) and fax numbers as bad after a number of failed contact attempts (Configurable).
671	The Contractor shall provide the capability to send a Notification to a customer regarding a bad phone (for both calls and text)/fax number situation by using a different distribution channel (Configurable).

1.6.2. Registered Account Statements, Postpaid Invoices and Violation Notices – General

Statements – statements are generated for customers with Registered accounts, which customers can choose to receive by mail or email, or they can access statements online or via a mobile device.

Postpaid Invoices – if the Authority elects to offer postpaid accounts, those customers will receive an invoice on their Anniversary Day listing each transaction/trip for the billing cycle. If a postpaid account has no new transactions or other financial activity for a billing cycle, the customer will not receive an invoice. Non-payment of the first invoice shall result in the generation of a late invoice with additional fees. Non-payment of the late invoice shall result in the account being flagged as delinquent. The postpaid account shall continue to receive invoices for subsequent transactions/trips and delinquent debt may be placed in collections. At such time each unpaid transaction/trip identified by the users will be considered a Violation and the customer shall receive a Notice of Toll Evasion Violation with each unpaid transaction.

Violation Notices – issued in accordance with the California Vehicle Code (CVC) and Authority business rules.

672	The Contractor shall provide the capability to determine the account Anniversary Day, based on account type, including but not limited to:
	<ul style="list-style-type: none"> • account type;
	<ul style="list-style-type: none"> • account creation date;
	<ul style="list-style-type: none"> • date of first transaction and
	<ul style="list-style-type: none"> • date of initial invoice.
673	The Contractor shall provide the capability to generate the statements on the Anniversary Day even if the account has no transactions/trips and other financial activity for the current statement cycle (Configurable).
674	The Contractor shall provide the capability to generate the invoices on the Anniversary Day only if there are unpaid transactions/trips or other financial activity on the account that have not appeared on an invoice (Configurable).
675	The Contractor shall provide the capability to automatically change the Anniversary Day when a new invoice is issued in place of an old invoice that is canceled. For example, if an invoice is issued on 1/5 and then returned by the USPS on 1/10, then reissued 1/15, reset the Anniversary Day from 1/5 to 1/15 to give the customer enough time to pay the 1/15 invoice before sending the next one.
676	The Contractor shall provide the capability to generate the appropriate type of correspondence (statement, invoice), based on the account type, and account balance on the Anniversary Day or during the billing cycle.
677	<p>The Contractor shall provide the capability (Configurable) to set and maintain statement, invoice and Violation Notice generation parameters, including but not limited to:</p> <ul style="list-style-type: none"> • type of correspondence based on account type, such as a Registered account receives a statement and Unregistered (violation) account a receives Violation Notice; • whether to include multiple Violations on a single notice by number of days since first transaction or number of transactions; • date when statement is generated, such as fixed end of the month for all accounts, any fixed date within a month or Anniversary Day; • type of statement, invoice, such as monthly, quarterly, annual; • delivery channel, such as electronic or mail; • acceptable payment methods; • acceptable payment channels; • invoice fee assessed each time an invoice is mailed and • document fee amount, such as a fee for a paper statement and electronic statements are no cost.

678	<p>The Contractor shall provide the capability to generate each type of statement, invoice and Violation Notice based on, including but not limited to:</p> <ul style="list-style-type: none"> • rolling Anniversary Day; • fixed day; • number of days from transaction (Configurable); • customer specified day of the month; • dollar amount threshold; • number of transactions/trips; • fixed time period; • Transaction Date; • combination of number of transactions/trips and fixed time period; • combination of dollar amount threshold and fixed time period and • combination of number of transactions/trips and dollar amount threshold.
679	<p>The Contractor shall provide the capability for distributing statements, suppressing the delivery of statements and assessing statement fees (if applicable) based on the following, including but not limited to:</p> <ul style="list-style-type: none"> • account type; • Flag on the account. For example, accounts with USPS Coding Accuracy Support System (CASS™) lookup failure or bad address shall not be mailed a statement; • delivery channel and • delivery status. For example, if a statement fails CASS™ for address lookup, the fee shall not be charged.
680	<p>The Contractor shall provide the capability (Configurable) to utilize various addresses on the account for mailing statements, invoices and Violation Notices.</p>
681	<p>The Contractor shall provide the capability to generate statements, invoices and Violation Notices manually, such as when specifically requested by the customer, in any format available for BOS-generated Notifications. Applicable fee(s) shall be charged for those statements.</p>
682	<p>The Contractor shall provide the capability to balance the generation of statements, invoices and Violation Notices over a period of time, based on volume.</p>
683	<p>The Contractor shall provide a numbering methodology for invoices, Violation Notices and accounts for the purposes of proper lifecycle documentation, reporting, adjudication and customer service.</p>

1.6.3. Customer Statements – Registered Accounts

Account statements for Registered accounts are generated monthly/quarterly as selected by the customer and as allowed by the Business Rules on the date Configured in the BOS.

684	The Contractor shall provide the capability to generate Registered account statements that detail all account activity, including but not limited to:
	<ul style="list-style-type: none"> • prior balances on the account;
	<ul style="list-style-type: none"> • toll transaction/trip activity on the account (posting date, entry/exit location, date, and time, toll amount);
	<ul style="list-style-type: none"> • payments on the account (replenishment and one-time payments);
	<ul style="list-style-type: none"> • adjustments and credits;
	<ul style="list-style-type: none"> • discounts and rebates;
	<ul style="list-style-type: none"> • other financial activity on the account;
	<ul style="list-style-type: none"> • addition of transponders and purchase of inventory items;
	<ul style="list-style-type: none"> • account status;
	<ul style="list-style-type: none"> • customer message and global message;
	<ul style="list-style-type: none"> • fees assessed on the account and
	<ul style="list-style-type: none"> • current balance on the account.
685	Registered account statements shall list individual transactions that Posted to the account, including but not limited to:
	<ul style="list-style-type: none"> • Transponder-Based Transactions/Trips that Posted to the account by transponder and
	<ul style="list-style-type: none"> • I-Toll transactions/trips that Posted to the account by license plate.
686	The Contractor shall provide the capability to include customer communication inserts along with customer statements based on user selected criteria, for example zip code and account type.

1.6.4. Customer Invoices – Postpaid Accounts

Most Authority customers are required to maintain a prepaid account balance in order to avoid Violations. In the future, the Authority may enter into postpaid agreements with customers which will permit the use of the Authority’s Toll Facility without a prepaid balance. Under this circumstance, the BOS shall periodically bill customers for usage in accordance with the following Requirements.

687	The Contractor shall provide the capability to support account-based invoicing on postpaid accounts, where the monthly invoice reflects the license plate and transponder transactions that Posted to the account during the billing cycle.
688	The Contractor shall provide the capability to generate a late invoice which include applicable fees if the first invoice is not paid in full by the payment due date.
689	The Contractor shall provide the capability to Flag the postpaid account as delinquent and generate an Operational Alert Notification if the late invoice is not paid in full by the payment due date.

690	The Contractor shall provide Authorized Users the capability to suspend a delinquent postpaid account at which time. all subsequent transactions/trips on the account are considered Violations.
691	The Contractor shall provide the capability to initiate the delinquency process once the account is suspended on the unpaid transactions/trips which includes generation of Notice of Delinquent Toll Evasion Violation and escalation of the delinquent balance on the account to collections.
692	<p>The Contractor shall provide the capability to generate postpaid invoices that fully detail all activity, including but not limited to:</p> <ul style="list-style-type: none"> • prior balance; • current charges; • payments; • adjustments; • detailed listing of all transponder transactions/trips on the account; • detailed listing of I-Toll transactions/trips on the account and • detailed listing of all license plate transactions/trips on the account.
693	<p>The Contractor shall provide the capability (Configurable) to set and maintain invoice generation and transaction aging parameters, including but not limited to:</p> <ul style="list-style-type: none"> • invoice generation and aging timeline, for example, generate the monthly invoice thirty-days from the Anniversary Day, and amount owed is considered past due and eligible for delinquency process if not paid within five-days of the due date; • account suspension parameters, for example, if account is not suspended by a user within number of days (Configurable) of it being delinquent then BOS shall suspend the account; • number of invoices to issue before account is considered delinquent; • grace period for aging unpaid invoices on an account, for example, a five-day grace period is applied before a late invoice is generated for an unpaid invoice; • eligibility criteria, for example, if customer has at least one (Configurable) un-invoiced toll transaction/trip or other Financial Transaction within the billing cycle then generate a monthly invoice; • aging thresholds and values, for example, if the past due amount on the account is more than \$5.00 and is more than thirty days past due then late fee is assessed; • payment thresholds based on underpayment amount for each status or workflow stage, for example, if invoice is underpaid by less than \$0.25, then the amount owed on the invoice is considered closed and • fee structure, for example, the fees to be assessed and whether the fees are to be assessed at the invoice level or transaction level.
694	The Contractor shall provide the capability at each status or workflow stage to perform the following actions, including but not limited to:

	<ul style="list-style-type: none"> • identify the transactions/trips that are eligible for invoicing;
	<ul style="list-style-type: none"> • add applicable fees;
	<ul style="list-style-type: none"> • add applicable advisory language;
	<ul style="list-style-type: none"> • generate next invoice for the time frame established and
	<ul style="list-style-type: none"> • transmit the invoice to the customer.
695	The Contractor shall provide the capability to enter a forwarding address obtained from returned mail communicated via interface from an external vendor or manually input, which will result in the re-issue of the monthly invoice and its associated transactions/trips into the transaction aging process. The re-issued invoice shall have a new issue date and a new due date.

1.6.5. Violations Notification

Violators receive a Notice of Toll Evasion Violation when their Violations are eligible for Notification. A Notice of Toll Evasion Violation referred to as Violation Notice may have multiple Violations on the notice where each unpaid transactions/trip is assessed penalties or may only have one Violation per notice. Each Notice of Toll Evasion Violation will contain transaction(s)/trip(s), as well as a fee amount, a penalty, and other information as required by the California Vehicle Code.

Violation Noticing and escalation is divided into the following stages:

- Noticing - In this stage violators are notified of their Violation(s) when the unpaid transactions/trips escalate to Violations. The Notice of Toll Evasion Violation will list the Violation(s) that occurred during the time period with each Violation showing the toll amount, the fee amount and the penalty due. Failure to pay the Notice of Toll Evasion Violation within the timeline will result in the escalation of the Violation(s) and the generation of Notice of Delinquent Toll Evasion Violation. Each Violation may be assessed additional fees/penalties.
- Registration Hold - If the Violation(s) on the Notice of Delinquent Toll Evasion Violation remains unpaid past the payment due date, the Violation(s) are eligible for a Registration Hold. Currently Registration Holds are only placed for vehicles registered in California.
- Tax Intercept -Unpaid Violations may be sent to the California Franchise Board for collection through the Tax Intercept Program.
- Collections - Unpaid Violations may be sent to a third-party Collection Agency. The Contractor may be required to send a pre-collection letter using updated information from the Collections Agency.

1.6.5.1. Violator Notifications

696	The Contractor shall, based on the Violation Notice eligibility criteria, per the Business Rules, provide the capability to perform Violation Notice, including but not limited to:
	<ul style="list-style-type: none"> • first level Notice or the Notice of Toll Evasion Violation;
	<ul style="list-style-type: none"> • escalate to second level Notice or Notice of Delinquent Toll Evasion Violation, and

	<ul style="list-style-type: none"> • Registration Hold warning Notice, if eligible.
697	<p>The Contractor shall provide the capability to process Image-Based Transactions/Trips through the Violation process, per the Business Rules, including but not limited to:</p> <ul style="list-style-type: none"> • verify that the Configurable time frame for making a payment has passed; • convert the Image-Based transactions/trips to a Violation by assessing the applicable fees and penalties; • verify that no Internal Review, Administrative Hearing or Superior Court Appeal has been requested; • verify that there is no account hold (occurs when there is a Case that requires the CSR to investigate the violator Account and all Violation workflow events are suspended) on the Violations; • verify that there is no account hold on the Notice; • verify that there is no account hold on the Account; • verify that license plate is not on an account that has account balance above the Insufficient Balance Threshold; • verify that the required number of Violations are open; • verify that the Notice is open; • verify that the payment due date has passed; • verify that the Configurable payment mailing/processing grace period has passed; • verify that the Violations are eligible for escalation to a Notice; • verify that the Notice is eligible for the next level of noticing; • escalate the Notice to the next level; • add applicable penalties and • notify the violator of the escalated Notice.
698	<p>The Contractor shall provide the capability for a CSR to manage all Notices on the account, including but not limited to:</p> <ul style="list-style-type: none"> • list all open Notices on the account; • view all open Notices on the account;

	<ul style="list-style-type: none"> re-print any Notice;
	<ul style="list-style-type: none"> view all open Notices by escalation level;
	<ul style="list-style-type: none"> view selected Notices;
	<ul style="list-style-type: none"> view all closed Notices;
	<ul style="list-style-type: none"> view all closed Notices by escalation level;
	<ul style="list-style-type: none"> process Notice payments;
	<ul style="list-style-type: none"> process Violation payments;
	<ul style="list-style-type: none"> dismiss an open Notice;
	<ul style="list-style-type: none"> dismiss fees and/or penalty on a Violation but never the toll amount without the approval of an Authorized User with the authority to dismiss tolls;
	<ul style="list-style-type: none"> dismiss Violations within an open Notice;
	<ul style="list-style-type: none"> process Violations for Posting to a customer's transponder or Registered License Plate account;
	<ul style="list-style-type: none"> process Violations for Posting to an Interoperable/CTOC Agency account if license plate is on the Interoperable/CTOC Agency plate list and
	<ul style="list-style-type: none"> process other Flagged Violations on the license plate for Posting to an Interoperable/CTOC Agency account if license plate is on the Interoperable/CTOC Agency plate list.
699	<p>The Contractor shall provide the capability to establish a "sinner to saint" program where part or full amount of the fee and/or penalty is credited to the account as a toll credit. The "sinner to saint" program is offered to violator that meet certain criteria including but not limited to:</p>
	<ul style="list-style-type: none"> first time violator and
	<ul style="list-style-type: none"> less than a Configurable number of Violations.
700	<p>The Contractor shall provide the capability to offer violators an "early bird special" a Configurable percent reduction in fee and penalty amounts are made if the violator makes an early payment. The "early bird special" program shall be made available to all Violation payments or the first time the violator gets a Violation Notice (Configurable).</p>
701	<p>The Contractor shall provide the capability to Configure the BOS to support Notice-based Violation escalation, for example if first level Notice is not resolved within the timeline established, then the first level Notice is escalated to the second level Notice that reflects only the outstanding balance on the first level Notice plus additional penalties per unpaid Violation, even though the account may have additional Violations.</p>

702	The Contractor shall provide the capability to dismiss selected individual Violations on a Notice and prevent their escalation, while allowing the remaining Violations/Notice to escalate.
703	The Contractor shall provide the capability to place a Notice on account hold and enter the account hold reason at any escalation level. When an Account hold is placed, the Violation aging process is suspended.
704	The Contractor shall provide the capability to place selected individual Violations on hold at any escalation level, including Violations that are not on a Notice.
705	The Contractor shall provide the capability to prevent the aging and escalation of Violations and Notices that are placed on account hold.
706	The Contractor shall provide the capability to continue processing the Violations and Notices a Configurable number of Calendar Days after an account hold is released.
707	The Contractor shall provide the capability to restart the Violation aging timeline a Configurable number of Calendar Days after the issuance of the dispute rejected Notification.
708	The Contractor shall provide the Configurable capability to automatically initiate multiple escalations on a Notice at the same time based on the type of license plate, for example initiate a vehicle Registration Hold and escalate the Notice to Collections if the license plate was issued in a Jurisdiction that permits concurrent Registration Hold and Collections.
709	The Contractor shall provide the capability to process Violations for the rental car license plate transactions/trips with the same license plate number and within the same renter's rental period, per the Configurable Business Rules.
710	The Contractor shall provide the capability to identify Unregistered Accounts that qualify as "repeat violators" on a Configurable basis based on Business Rules including but not limited to: <ul style="list-style-type: none"> • number of open Violations on the account; • no ROV information obtained; • outstanding balance on the account and • total number of Violations on the account for a given time period.
711	The Contractor shall provide the capability to assess additional penalties on Violations/Notices on Unregistered accounts that are Flagged as repeat violator.
712	The Contractor shall provide the capability to transmit the license plate data of repeat violator to the ETTM System at Configurable intervals to support manual enforcement of repeat violators.

713	The Contractor shall provide the capability for Authorized Users to force selected Notices from one escalation level to another and by-pass the eligibility criteria.
714	<p>The Contractor shall provide the capability to configure and maintain Violation Notice parameters for each escalation level, including but not limited to:</p> <ul style="list-style-type: none"> • the minimum number of Violations over a Configurable period of time to initiate a Violation Notice; • the aging timelines for escalation of Notices, for example the timeline for escalating from a first level Notice to a second level Notice if the Notice is not paid or dismissed; • the penalties assessed on individual Image-Based Transaction/Trip; • the individual Notice level penalties; • maximum penalty that can be assessed on individual Image-Based Transaction/Trip and account; • the Notice underpayment percentage thresholds to prevent escalation; • the Notice underpayment amount thresholds to prevent escalation; • the maximum Notice amount to be paid to by-pass an escalation level; • the maximum number of Violations on the Notice to halt escalation; • the maximum amount due on a Notice to halt escalation; • allowable “sinner to saint” offers for Violators who establish Registered accounts and • allowable “early bird special” offers.
715	The Contractor shall provide the capability to automatically advance to the proper Notice processing screen when the Notice barcode is read via the barcode reader.
716	The Contractor shall provide the capability to escalate or place on hold the Notices Flagged as ‘bad address’ as defined by the Business Rules.
717	<p>The Contractor shall provide the Configurable capability to process Notices if a good address is subsequently found for a Notice or account that is Flagged as a ‘bad address’ based on the escalation level, including but not limited to:</p> <ul style="list-style-type: none"> • retain the new address; • reissue the Notice to the new address, for example if it is a second level Notice then the second level Notice is reissued to the new address with a new due date and

	<ul style="list-style-type: none"> reintroduce the Notice and its associated Violations into the Violation workflow at the appropriate place, per the Business Rules.
718	<p>The Contractor shall provide the capability to process Violation against a home account or Interoperable/CTOC Agency per the Business Rules, including but not limited to:</p> <ul style="list-style-type: none"> Post the Violation transactions/trips; Post the transaction/trips at the appropriate toll rate; dismiss part of the fees or the whole fee amount; dismiss part of the penalties or the whole penalty amount; pay the fees and pay the penalties.
719	<p>The Contractor shall provide the capability to identify and retrieve Violation related records into a search results grid, including but not limited to:</p> <ul style="list-style-type: none"> Violation ID number; Notice ID number; location of Violation; license plate number; license plate type; license plate Jurisdiction; customer name; customer address; transaction/trip date range; user ID; phone numbers; email addresses; Violation escalation status; account Flags (for example Notice on hold); address type;

	<ul style="list-style-type: none"> • bad address;
	<ul style="list-style-type: none"> • Violation disposition reason;
	<ul style="list-style-type: none"> • Violation disposition statuses (for example paid);
	<ul style="list-style-type: none"> • payment receipt number;
	<ul style="list-style-type: none"> • comments and
	<ul style="list-style-type: none"> • Alerts.
720	The Contractor shall provide the capability to drill down from the final open or closed escalated Notice to the related previous Notices.
721	The Contractor shall provide the capability to drill down from the current Notice that is open to the related Violations and images.
722	The Contractor shall provide the capability to generate an on-demand Violation Notice and activity statement based on various, Configurable selection criteria that shows the history of Violations, including but not limited to:
	<ul style="list-style-type: none"> • all related Notice ID number(s);
	<ul style="list-style-type: none"> • all individual Violations;
	<ul style="list-style-type: none"> • payments made;
	<ul style="list-style-type: none"> • adjustments made;
	<ul style="list-style-type: none"> • related disputes and results;
	<ul style="list-style-type: none"> • Violation dismissals;
	<ul style="list-style-type: none"> • settlements that closed Violations;
	<ul style="list-style-type: none"> • history of holds placed on Notice;
	<ul style="list-style-type: none"> • current status of Notice and
	<ul style="list-style-type: none"> • current status for each Violation.
723	The Contractor shall provide the capability to generate an on-demand summary violator account statement based on various, Configurable selection criteria that shows the history of the account, including but not limited to:
	<ul style="list-style-type: none"> • number of Notices on the account by escalation;
	<ul style="list-style-type: none"> • all related Notice ID number(s) and current status;
	<ul style="list-style-type: none"> • all individual Violations and current status;

	<ul style="list-style-type: none"> • payments made;
	<ul style="list-style-type: none"> • adjustments made;
	<ul style="list-style-type: none"> • related disputes and results;
	<ul style="list-style-type: none"> • Violation dismissals and reason;
	<ul style="list-style-type: none"> • Notice dismissals and reason;
	<ul style="list-style-type: none"> • settlements that closed Violations;
	<ul style="list-style-type: none"> • history of holds placed on Notices;
	<ul style="list-style-type: none"> • current status for each Notice and
	<ul style="list-style-type: none"> • current status for each Violation.
724	<p>The Contractor shall provide the capability to generate a detailed violator account statement based on various selection criteria that shows the history of the account, including but not limited to:</p> <ul style="list-style-type: none"> • listing of all Notices on the account and their escalation status; • listing of all disputes on the account that were accepted and rejected; • payments made against the Notices; • listing of all Violations closed due to dismissals; • listing of all Violations closed due to settlements and • listing of all account holds or Flags on the account.
725	<p>The Contractor shall provide the capability to attach the generated Statement to the account and make it automatically available through the account history.</p>

1.6.5.2. Registered Account Violators

When a prepaid Registered account's balance reaches an Insufficient Balance Threshold and all replenishment attempts have failed or when a postpaid, Registered account's invoice is past due, future transactions are Violation transactions/trips and Unregistered accounts are established. Registered account holders usually resolve any account issues bringing the account balance back to good standing so an approach that easily resolves Violations in such situations must be provided along with a method to inform customer of outstanding Violations for plates on their account.

726	<p>The Contractor shall provide the capability to associate the Unregistered account(s) and Violations created for vehicles on a Registered account while maintaining the privacy of all account holders (both Registered and Unregistered).</p>
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727	The Contractor shall provide the capability to inform Registered account holders of outstanding Violation on vehicles registered to their account while maintaining the privacy of all account holders (both Registered and Unregistered).
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1.7. Payment Processing

1.7.1. Payment Processing – General Requirements

728	The Contractor shall utilize the Authority’s Bank Accounts in accordance with the flow of funds depicted in Figure 1-3 Customer Transaction Settlement, in Section 1.14.3.
729	The Contractor shall comply with the California Civil Code Section 1747.08 related to personal identification laws.
730	The BOS shall initiate Credit Card payments with the Merchant Service Provider(s) that will process the electronic payments and deposit funds in the Bank Accounts provided by the Authority in accordance with the flow of funds depicted in Figure 1-3 Customer Transaction Settlement, in Section 1.14.3.
731	The Contractor shall comply with PCI and all applicable merchant card association agreements and other applicable regulations for the exchange of Credit Card payments.
732	The BOS shall accept payments through all commercially-available payment methods, including but not limited to: cash, check, money order, certified check, cashier’s check, ACH and Credit Card.
733	Certain payment methods, such as cash, EMV chip integrated circuit card and mobile contactless NFC shall be accepted only at WICs.
734	The BOS shall accept payments through its agreements with Lockbox Service Provider (optional) and Collection Agency.
735	The Contractor shall implement appropriate controls to ensure the security of payment transactions, including controls over cash, checks and customer Credit Card information. These controls shall be PCI and GAAP compliant and meet the requirements for a Statement on Standards for Attestation Engagements (SSAE)-18 Type II Audit.
736	Credit Card and ACH information shall be tokenized and the information shall be stored by a certified 3 rd party processor. The 3 rd party processor(s) may also be the Contractor-provided Merchant Services Provider and/or another Contractor-provided certified 3 rd Party.
737	The Contractor shall process, deposit and record all customer payments the same day received from the customer, using the most efficient and cost-effective methods available in the industry (for example, by utilizing remote deposit/Check 21 as opposed to sending physical checks to the bank).
738	The BOS shall provide the capability to process all payments accepted and apply them toward, including but not limited to: <ul style="list-style-type: none"> • prepaid balance,

	<ul style="list-style-type: none"> • specific toll transactions,
	<ul style="list-style-type: none"> • specific account fees,
	<ul style="list-style-type: none"> • purchase of inventory items (ex. transponders),
	<ul style="list-style-type: none"> • invoice payments,
	<ul style="list-style-type: none"> • Violation Notice payments and
	<ul style="list-style-type: none"> • Account Plans.
739	The BOS shall handle all payment exceptions including but not limited to:
	<ul style="list-style-type: none"> • partial payments,
	<ul style="list-style-type: none"> • overpayments,
	<ul style="list-style-type: none"> • return payment,
	<ul style="list-style-type: none"> • chargebacks,
	<ul style="list-style-type: none"> • errors in applying payments,
	<ul style="list-style-type: none"> • refunds and
	<ul style="list-style-type: none"> • reversals.
740	All successful payments made via Credit Card shall have a viewable, searchable authorization code for the transaction which shall be included on applicable reports.
741	The Contractor shall provide the capability to process transactions, including but not limited to:
	<ul style="list-style-type: none"> • sales;
	<ul style="list-style-type: none"> • chargebacks, chargeback reversals and representments;
	<ul style="list-style-type: none"> • returned payments (for example, returned checks);
	<ul style="list-style-type: none"> • payment plan payments;
	<ul style="list-style-type: none"> • adjustments;
	<ul style="list-style-type: none"> • reversals;
	<ul style="list-style-type: none"> • voids and
	<ul style="list-style-type: none"> • refunds (except for cash).
742	The Contractor shall provide for the processing of all payments and account replenishments, including but not limited to:
	<ul style="list-style-type: none"> • account prepaid balance;

	<ul style="list-style-type: none"> • tolls;
	<ul style="list-style-type: none"> • fees;
	<ul style="list-style-type: none"> • penalties;
	<ul style="list-style-type: none"> • invoices;
	<ul style="list-style-type: none"> • Notices;
	<ul style="list-style-type: none"> • non-toll transactions;
	<ul style="list-style-type: none"> • transponder sales (full price, warranty sale, no sale, promos and coupons);
	<ul style="list-style-type: none"> • Account Plans and
	<ul style="list-style-type: none"> • inventory purchases, including transponders.
743	The Contractor shall provide real-time, fully automated payment clearing and processing for all electronic payment methods.
744	The Contractor shall interface with one or more Merchant Service Providers (no more than three) for the purpose of settling Credit Card transactions.
745	The Contractor shall send replenishment requests to, and capture the results returned from, the Merchant Service Provider and update accounts accordingly.
746	The Contractor shall provide the capability to process a payment for multiple, unrelated charges (bulk payments) and accommodate the reversal of such payment. For example, pay an invoice or Violation Notice (for one or multiple Violations) in one account and fund another account's prepaid balance or Post batch payments from rental processors for individual transactions/Violation Notices.
747	The Contractor shall provide a proven and reliable method of communicating with the Merchant Service Provider(s).
748	The Contractor shall provide the capability to identify and process overpayments, including but not limited to: <ul style="list-style-type: none"> • re-assign to an alternate account; • apply to unpaid transactions/trips; • refund overpaid amounts and • apply overpaid amounts to account balance.
749	The Contractor shall provide the capability to notify the customer about all partial and overpayments.
750	The Contractor shall provide tracking of payment transactions by, including but not limited to: <ul style="list-style-type: none"> • Transaction Date;

	<ul style="list-style-type: none"> • Posting Date and
	<ul style="list-style-type: none"> • payment channel.
751	The Contractor shall provide the capability to apply multiple payment methods for a single payment. For example, for a \$30.00 amount due, allow payment of \$20.00 from a Credit Card associated with the account and \$10.00 cash.
752	The reversal of any payment shall result in the items paid being marked as unpaid, having the same effect as if those items had never been paid (for example, when a Violation payment is returned, escalation resumes at the point where it left off as opposed to restarting from the beginning of the escalation process).
753	The Contractor shall provide the capability to use the available account balance as payment for all inventory items (for example, transponders) and show the detailed changes in account balance in the user Interface, to customers on the Self-Service Website and on customer statements.
754	The Contractor shall engineer the payment process to prevent double-payments, for example, prevent an Authorized User or customer from making two identical payments by clicking the payment button twice.
755	The Contractor shall engineer the payment process to prevent an Authorized User or customer from making payments in excess of a certain amount (Configurable).
756	The Contractor shall display a confirmation page that includes payment method details (Credit Card numbers obscured) and amount to be paid prior to the Authorized User or customer being allowed to submit a payment.
757	The Contractor shall provide audit trail and exception reporting that helps reconcile discrepancies between the BOS and the Merchant Service Provider.
758	The Contractor shall provide summary and detail data by payment type on the processing status of all transactions, including a description of all failures.
759	The Contractor shall provide Authorized Users the detailed reasons for Credit Card declines, including but not limited to:
	<ul style="list-style-type: none"> • invalid card number;
	<ul style="list-style-type: none"> • name mismatch;
	<ul style="list-style-type: none"> • card Security Code mismatch;
	<ul style="list-style-type: none"> • contact Credit Card company and
	<ul style="list-style-type: none"> • address mismatch.
760	The Contractor shall create an audit trail and an Operational Alert Notification via the PMMS regarding failures in the processes that Interface with the Bank.

761	The Contractor shall create an audit trail and an Operational Alert Notification via the PMMS regarding failures in the processes that interface with the Merchant Service Provider or with the communications to the Merchant Service Provider.
762	The Contractor shall provide the capability to notify customers of failures in the processes that interface with the Merchant Service Provider (for example, when there is a loss of communication between the BOS and the Merchant Service Provider).
763	The Contractor shall provide the capability to notify customers about various auto-replenishment activities. For example, replenishment was successful with secondary payment method, or replenishment failed.
764	The Contractor shall provide detailed tracking and reconciliation of payments.
765	The Contractor shall provide the capability to accept payments to a Registered account resulting in the payment of all unpaid Violation Notices and Violations on the linked Unregistered accounts plus fees and/or penalty based upon escalation stage (Configurable).
766	The Contractor shall provide the capability to set a payment hierarchy for Registered accounts (Configurable) that determines the order in which payments are applied, including but not limited to:
	<ul style="list-style-type: none"> • in FIFO order;
	<ul style="list-style-type: none"> • by Transaction Date;
	<ul style="list-style-type: none"> • by Posting Date;
	<ul style="list-style-type: none"> • by payment item type (for example, tolls then fees) and
767	The Contractor shall provide the capability to set a payment hierarchy Configurable for Unregistered accounts that determines the order in which payments are applied, including but not limited to:
	<ul style="list-style-type: none"> • in FIFO order;
	<ul style="list-style-type: none"> • by Transaction Date;
	<ul style="list-style-type: none"> • by Posting Date;
	<ul style="list-style-type: none"> • by payment item type (for example, Violation Notices, penalties then fees) and
768	The Contractor shall provide the capability to set a payment hierarchy Configurable for Unregistered accounts that determines the order in which payments are applied, including but not limited to:
	<ul style="list-style-type: none"> • in FIFO order;
	<ul style="list-style-type: none"> • by Transaction Date;
	<ul style="list-style-type: none"> • by Posting Date;
	<ul style="list-style-type: none"> • by payment item type (for example, Violation Notices, penalties then fees) and
769	The Contractor shall produce receipts for all payments in both real-time (on demand) and automatic (for auto replenishment).
770	The Contractor shall transmit receipts to customers on customer request via any Notification channel.

771	The Contractor shall allow for reprinting of receipts for all payments in a PCI-compliant format. Reprinted receipts shall be exact copies of the original receipt and shall include the duplicative nature of the document and include the date of the reprint (for example, the reprinted receipt shall be marked "COPY" and indicate the date of the copy with the original receipt date also reflected on the document).
772	The Contractor shall provide the capability to trace each payment to the transactions paid and each transaction paid or prepayment to a payment, including but not limited to: <ul style="list-style-type: none"> • invoices; • Violation Notices; • tolls; • prepaid tolls; • fees and • penalties.
773	The Contractor shall provide the capability to accept payments for transactions/trips associated with a license plate that has not yet been associated with an account.
774	All receipts shall contain a payment reference number that is traceable through the entire payment clearing process. For example, a Credit Card payment's reference number as printed on the receipt will also appear on the customer's Credit Card statement and is a searchable field in the database, enabling a CSR to identify a payment applied to an account from only the details available on a customer's Credit Card statement.
775	The Contractor shall provide the capability to convert an unregistered account to a registered account, taking one payment for the outstanding Violation amounts and the amount required to open a registered account.
776	The Contractor shall provide the capability to search for a payment by date, payment source, credit card # or bank account information.
777	The Contractor shall provide the capability for Authorized Users to conduct research on un-allocated funds, including viewing images of original payment items (checks), correspondence, and data entered into the BOS at the time the check was Posted.
778	The Contractor shall provide the capability for Authorized Users to Post payments from un-allocated funds to accounts while preserving the payment's audit trail (for example, once applied to the account, Authorized Users shall have the ability to determine when the payment was Posted to un-applied, any activity that occurred while it was in that status, and when it was Posted from un-applied to the account).
779	The Contractor shall provide the capability to age un-applied payments, to report on such payments and to generate Alerts when un-applied payments have exceeded a specified age (Configurable).

1.7.2. Payment Methods and Handling

780	<p>The Contractor shall provide the capability to accept payments, including but not limited to:</p> <ul style="list-style-type: none"> • in-person at WICs; • over the phone with a CSR; • over the phone via the IVR; • automatic payments; • via the Self-Service Website; • via the Self-Service Mobile Application (Phase II and optional); • via mail and • via the Lockbox Service Provider (optional).
781	<p>The Contractor shall provide the capability to calculate the required payment during account creation based on, but not limited to:</p> <ul style="list-style-type: none"> • the prepayment Requirements; • cost of inventory items (for example, transponders) and • any Account Plan fees.
782	<p>The Contractor shall provide the capability to store Credit Card information for one-time payments (for example, permit customers to enter Credit Card information once and then use that stored Credit Card to make one-time payments on their account without being required to rekey the Credit Card information).</p>
783	<p>The Contractor shall provide the capability to accept payments, including but not limited to:</p> <ul style="list-style-type: none"> • one-time payments; • recurring fixed amount payments; • recurring varying amount payments; • a combination of fixed and varying amounts (payment plan monthly payment plus recurring auto replenishment); • recurring maximum replenishment amount per payment method on the account (for example, if the replenishment amount is \$10,000 but maximum replenishment allowed for that Credit Card is \$1,000 there should be 10 \$1,000 replenishments); • recurring payments on a fixed day of the month; • recurring payments every “x” number of days (for example, every 28 days);

	<ul style="list-style-type: none"> recurring payments for Postpaid accounts as, fixed number of days after the invoice is issued (Configurable) and
	<ul style="list-style-type: none"> recurring payments triggered by account balance.
784	The Contractor shall provide the capability to accept and Post in the BOS payments and adjustments transmitted from the Collection Agency.
785	The Contractor shall provide the capability to process payments directly in the BOS for all accounts in any status with any balance.
786	The Contractor shall provide the capability to accept the following types of payments made in-person or by mail at all Approved locations, including but not limited to:
	<ul style="list-style-type: none"> cash (at in-person locations only);
	<ul style="list-style-type: none"> check;
	<ul style="list-style-type: none"> cashier's check;
	<ul style="list-style-type: none"> certified check;
	<ul style="list-style-type: none"> money order;
	<ul style="list-style-type: none"> e-check (not available by mail);
	<ul style="list-style-type: none"> Credit Card;
	<ul style="list-style-type: none"> ACH;
	<ul style="list-style-type: none"> EMV chip integrated circuit card (at in-person locations only) and
	<ul style="list-style-type: none"> mobile contactless NFC (at in-person locations only).
787	The Contractor shall provide the capability to accept Credit Card payments made via the IVR, via the Self-Service Website and via the Self-Service Mobile Application (Phase II and optional).
788	The Contractor shall provide the capability to accept all major Credit Cards, including:
	<ul style="list-style-type: none"> Visa;
	<ul style="list-style-type: none"> MasterCard;
	<ul style="list-style-type: none"> American Express and
	<ul style="list-style-type: none"> Discover Card.
789	The Contractor shall provide the capability for accepting Credit Card, EMV and mobile contactless NFC payments via POS devices for payments made in-person.
790	The Contractor shall provide the capability for accepting Credit Card payments by manually entering Credit Card information for payments made in-person.

791	The Contractor shall provide the capability to Post payment transaction(s) to the account when payment related actions occur, including but not limited to: <ul style="list-style-type: none"> • successful payment processing, and • unsuccessful payment processing, for example recording a failed attempt.
792	The Contractor shall provide the capability to refund checks that have been Posted to the BOS but cannot be matched successfully to an account.
793	The Contractor shall provide the capability to flag that an account has had returned checks.
794	The Contractor shall provide the capability to flag that an account has had declined Credit Card charges.
795	The Contractor shall provide the capability for an Authorized User to correct or reverse payments applied in error, including but not limited to payments applied to multiple transactions or accounts, via Cases.
796	The Contractor shall provide the capability to require approvals for payment corrections via Cases.
797	The Contractor shall provide the capability to prevent corrections to or reversals of payments that have already been refunded, for example, payments that have been reversed entirely cannot be reversed again or refunded.
798	The Contractor shall ensure all adjustments to payments are shown on the account and are reconciled.
799	The Contractor shall provide the capability to process multiple chargebacks on a payment if the previous chargebacks are reversed or represented.
800	The Contractor shall provide detailed tracking of payments by payment categories, for example, payments, declines, reversals, returned payments, chargebacks, chargebacks reversals, chargeback representments, refunds, voided refunds and replenishment.
801	The Contractor shall provide detailed tracking of payments by payment methods, for example, cash; check; Credit Card; ACH and mobile contactless NFC.
802	The Contractor shall provide detailed tracking of payments by payment type, for example, Visa; MasterCard; American Express and Discover Card.
803	The Contractor shall provide detailed tracking of payments by payment items, for example, invoices; Violation Notices; fees; penalties; tolls and prepaid tolls.
804	The Contractor shall provide detailed tracking of payments by payment locations, for example, Self-Service Website, Self-Service Mobile Application (Phase II and optional), Lockbox Service Provider (optional) and Collection Agency.

1.7.3. Merchant Service Provider (MSP)

The MSPs shall process all Credit Card, Debit Card and ACH Services described in these Requirements.

805	The Contractor shall contract with two (2) separate MSPs for processing of BOS payments. The Contractor shall work with the Authority in determining the volumes and types of processing assigned to each MSP, which may result in shared processing or all processing being assigned to one (1) of the MSPs.
806	The Contractor and MSPs shall provide Credit Card and Debit authorization for the BOS (card not present / internet and card present for the walk-in center) utilizing one or more merchant identification numbers.
807	The Contractor and MSPs shall provide ACH clearing for the BOS.
808	The Contractor and MSPs shall provide complete, flexible and timely online reporting services, including detailed transactions on chargebacks, card transactions, deposit totals and batch totals and summary information per merchant and for the Authority overall.
809	The Contractor and MSPs shall provide all reporting online.
810	The Contractor and MSPs shall provide a monthly analysis statement showing detailed charges for all account services for each merchant ID, including a combined statement analysis.
811	The Authority shall be assigned dedicated MSP account representatives that can be contacted through a toll-free number and email.
812	The MSPs shall provide customer support during business hours Monday through Friday 7:00 a.m. until 6:00 p.m. PST.
813	The MSPs shall provide seven (7) days per week technical support utilizing a customer service phone number.
814	The Contractor and MSPs shall cooperate with the Authority on assignment of accounts. The Authority will assign all bank accounts for the Authority's settlements and merchant activity. No merchant numbers or identifications shall be assigned to the Authority without written notice from the MSPs and Approved by the Authority.
815	The Contractor and MSPs shall provide payment, settlement, and refunding services.
816	The Contractor and MSPs shall provide daily settlement of merchant accounts.
817	The Contractor and MSPs shall make next day deposits after settlement into the OCTA bank accounts.
818	The Contractor and MSPs shall provide immediate online access to outstanding retrieval requests and chargebacks.
819	The Contractor and MSPs shall provide a fully electronic online chargeback system that will accept electronic signatures and support files to satisfy outstanding retrieval requests and chargebacks.
820	The Contractor and MSPs shall provide the ability to generate ad hoc reports with extracted information based on user-defined parameters.

1.7.4. Payment Processing and Lockbox (optional)

The use of a Lockbox Service Provider is at the discretion of the Contractor and shall be at no additional cost to the Authority. If provided, the following Requirements apply.

821	The Contractor shall process, Post to the appropriate accounts, and reconcile payments transmitted by the Lockbox Service Provider if the Contractor elects to utilize a Lockbox Service Provider.
822	The Contractor shall create an audit trail and an Operational Alert Notification via the PMMS regarding failures in the processes that Interface with the Lockbox Service Provider.
823	The Contractor shall provide the capability to associate images of checks and stubs received at the Lockbox Service Provider to the proper account.
824	The Contractor shall provide the capability to receive and process Lockbox Exceptions and ensure payments are appropriately accounted for, including but not limited to: <ul style="list-style-type: none"> • correspondence items and customer comments associated with payments; • payments the Lockbox Service Provider is unable to associate to an account and • payments that the BOS is unable to Post to an account.
825	The Contractor shall provide the capability for Authorized Users to research and determine the disposition of Lockbox Exceptions, including but not limited to: <ul style="list-style-type: none"> • Posting payment to the account; • refund payment to customer or • hold as un-allocated funds.
826	The Contractor shall provide the capability to automatically create Cases for Lockbox Exceptions. For example, if a check was received without a payment coupon, it cannot be associated with an account and research must occur.
827	The Contractor shall provide the capability to identify criteria which trigger specific Lockbox Exceptions (Configurable) which are flagged for further review, including but not limited to: <ul style="list-style-type: none"> • discrepancy above a threshold between amount on check and amount due; • payment made to accounts in particular statuses; • check dollar amount and • multiple payments for the same amount on the same account in the same batch or processing day.
828	The Contractor shall provide the capability to electronically receive and process correspondence received at the Lockbox Service Provider, for example changes of address.
829	The Contractor shall provide the capability for Authorized Users to view un-allocated funds (funds which have been Posted to the BOS but which have not been Posted to an account).
830	The Lockbox Service Provider processing services shall take place within the State of California.

1.7.5. Credit Card Processing

The most common payment method in the BOS is Credit Card. The BOS shall have a simple and intuitive Interface with the Merchant Service Provider. The most efficient and cost-effective means of accepting Credit Card payments shall be employed in the BOS by the Contractor.

The Contractor’s solution shall provide Credit Card Payment Tokenization and Hosted Third Party Credit Card storage (or equivalent solution). This method is designed to eliminate the need to store Credit Card numbers within the BOS database therefore reducing risks and efforts for PCI Compliance.

831	The Contractor shall contract with an Authority approved Merchant Service Provider.
832	The Contractor shall use a Payment Gateway or a Direct Connection between the BOS and the Merchant Service Provider.
833	The Contractor shall process all Credit Card payment transactions via the Merchant Service Provider.
834	The Contractor shall provide for Payment Tokenization and Hosted Third Party Credit Card storage (or equivalent solution) such that the Credit Card information is not stored in the BOS.
835	The Contractor shall provide an automated credit card update service.
836	The Contractor shall provide the capability to issue refunds to Credit Cards.
837	The Contractor shall provide the capability to track data related to Credit Card inquiries, for example, capture date of inquiry, disposition date and disposition results when inquiries about Credit Card charges are received.
838	The Contractor shall provide the capability for Credit Card chargebacks and permit investigation of the details as Cases.
839	The Contractor shall provide the capability for Authorized Users to reverse Credit Card chargebacks and to allow for a number of chargeback representments (Configurable)
840	The Contractor shall provide the capability to credit accounts immediately upon a successful Credit Card payment authorization.
841	The Contractor shall provide an Operational Alert Notification to the PMMS if a Merchant Service Provider response for a transaction is not received within a Configurable amount of time.
842	The Contractor shall provide an Operational Alert Notification to the PMMS if a Merchant Service Provider response for an account contains codes that indicate the need for the Authority to contact the Credit Card company, for example a “referral code”.
843	The Contractor shall provide the capability to update accounts with the results from the Merchant Service Provider, for example a Credit Card transaction failed to authorize or settle due to a mismatched address error.

844	The Contractor shall provide the capability to identify potential fraudulent Credit Card transactions and send an Operational Alert Notification to the PMMS, for example, when there are multiple failed authorizations for a single card.
845	The Contractor shall provide, for validation purposes, fields to capture and store within the BOS Credit Card information, including but not limited to: <ul style="list-style-type: none"> • token; • Credit Card expiration date; • name on the card; • ZIP code and • billing address associated with the card.
846	The Contractor shall provide the capability to submit disputes to chargebacks.
847	The Contractor shall provide the capability to receive updates to individual customer credit card expiration dates from the MSPs.

1.7.6. ACH Processing

The cost of processing ACH transactions is generally lower than the cost of processing a Credit Card transaction, which is one of the primary reasons for including Requirements for this payment method. Many commercial customers also prefer ACH to Credit Card replenishment. ACH carries its own set of risks and challenges, which the Contractor will need to address. For example, the Contractor will need to address the timing of crediting an account after an ACH transaction is initiated and how ACH rejections will be processed.

Like the Credit Card process, the Contractor’s solution shall provide Credit Card payment tokenization and hosted third-party routing and account number storage (or equivalent solution).

848	The BOS and CSC Operations shall remain current with industry standards and advancements in technology and security related to credit card and ACH payments.
849	The Contractor shall provide an Interface to the Merchant Service Provider or bank for ACH payment.
850	The Contractor shall provide for ACH tokenization and hosted third-party ACH storage (or equivalent solution) such that ACH information is not stored in the BOS.
851	Process all ACH payment transactions via the third-party hosted services.
852	Provide capability to process both ACH debits and ACH credits with the Merchant Service Provider or bank.
853	Provide a selection for “Checking” and “Savings” account designation when ACH is selected for replenishment and ensure transmission to the bank carries such information.

854	Provide the capability to verify the customer Bank Account information and availability of funds with the Merchant Service Provider prior to initiating an ACH debit.
855	Credit customer's account immediately upon initiating an ACH debit.
856	Provide the capability to reverse an ACH payment if declined by the bank.
857	Provide an Alert to the PMMS if an ACH response for a transaction is not received from the bank within a Configurable amount of time.
858	Provide sufficient protections (and Alert to the PMMS) to prevent multiple (duplicate) ACH payments for the same bank account number within a Configurable period.

1.7.7. Check/Money Order Processing

Checks received from customers shall be processed in the most efficient and cost-effective manner available in the payment processing industry.

859	The Contractor shall provide the capability to accept checks (personal, cashier's or certified) as a form of payment.
860	The Contractor shall provide the capability to accept money orders as a form of payment.
861	The Contractor shall use Check 21 to electronically deposit checks and convert checks into ACH transactions.
862	The Contractor shall Post to customer accounts and deposit into the Authority's bank account within one business day of receipt.
863	The Contractor shall provide scanning capability at the initial check or money order receiving and processing point. The resulting image shall be stored in the BOS, be available to Authorized Users and electronically transmitted to the bank for deposit.
864	The Contractor shall provide the capability to mask Bank Account information, including the MICR line, for stored check images.
865	The Contractor shall provide check scanning tools such that the resulting image can be optimized via image enhancing tools, including options for saving original and enhanced images.
866	The Contractor shall provide the capability, when accepting check or money order payments, to automatically populate the check or money order number field via check scanner.
867	The Contractor shall provide the capability to credit accounts immediately upon check or money order payment.
868	The Contractor shall provide the capability to associate checks and stubs received at the BOS to the proper account.
869	The Contractor shall provide the ability to receive batch payments from rental agencies to be applied to individual transactions.

870	The Contractor shall provide the capability to batch process checks by scanning a payment coupon and check, automatically Post payments to customer accounts, automatically associate images with customer accounts and provide exception processing.
871	The Contractor shall provide the capability to reverse all forms of check or money order payment if declined or returned by the bank, including the assessment of applicable fees.
872	The Contractor shall provide all armored services required for the physical transfer of cash or payment instruments.
873	The Contractor shall provide live check verification at the WIC.
874	The Contractor shall provide all reconciliations of funds received to BOS Posting and the Authority's bank account.

1.7.8. Cash Processing

875	The Contractor shall provide the capability to accept cash as a form of payment.
876	The Contractor shall provide a cash change fund and cash change fund management functionality, including but not limited to: <ul style="list-style-type: none"> • beginning balance; • ending balance and • reconciliation.
877	The Contractor shall provide the capability to credit the account immediately upon receipt of cash payment.
878	The Contractor shall provide the capability to process cash payment reversals.
879	The Contractor shall provide the capability to set threshold amounts and role-based limits for cash payment reversals (Configurable.)
880	The Contractor shall provide the capability to require approval for cash payment reversals using Cases.

1.7.9. Online Wallet Payment Processing

The BOS shall accept payments made via Online Wallet on all its online customer portals (Self-Service Website and Self-Service Mobile Application (Phase II and optional)). The specific Online Wallet services (up to five) will be defined during the Implementation Phase.

881	The Contractor shall provide the capability to accept payments by Online Wallet. The Authority will elect to implement up to five of the most prominent Online Wallet payments available in the market at the time of the Implementation Phase.
882	Online Wallet payments shall generally mirror the Credit Card functionality in terms of payments, return payments, refunds, reversals and chargeback capabilities.
883	The Contractor shall provide detailed tracking of payments made by Online Wallet.

884	The Contractor shall provide the capability to issue refunds to an Online Wallet. If the Online Wallet provider does not support automatic refunds (many Online Wallet providers require a manual process for refunds), or the underlying Credit Card associated with Online Wallet has been closed or expired, the BOS shall be capable of allowing Authorized Users to reverse the payment in the BOS and issue refunds by check.
885	The Contractor shall provide the capability to track data related to Online Wallet inquiries, for example, capture date of inquiry, disposition date and disposition results when inquiries about Online Wallet charges are received.
886	The Contractor shall provide the capability to credit accounts immediately upon a successful Online Wallet payment authorization.
887	The Contractor shall provide an Operational Alert Notification to the PMMS if a response from an Online Wallet provider for an account is not received within a specified amount of time (Configurable).

1.7.10. BOS Bank Interface Requirements

The Contractor shall manage the Bank Accounts and the Interface from the BOS to the Authority's bank.

888	The Contractor shall provide the interface for Check 21.
889	The Contractor shall provide the capability to upload checks issued to customers (refunds/disbursements) to the bank for the purpose of Positive Pay. The file shall include, but not be limited to:
	<ul style="list-style-type: none"> • BOS Bank Account number;
	<ul style="list-style-type: none"> • check number;
	<ul style="list-style-type: none"> • check date;
	<ul style="list-style-type: none"> • check amount and
	<ul style="list-style-type: none"> • payee name (may be truncated based on bank's requirements).
890	The Contractor shall provide automated reconciliation with the Authority's Bank.

1.7.11. Refunds and Disbursements

The Contractor will process and issue all refunds and disbursements to customers per the Business Rules and as determined by the Authority.

891	The Contractor shall provide the capability to process refunds and disbursements for account closures, sales of transponder(s), overpayments, Violation disputes and other payments.
892	The Contractor shall provide processes for refunds based on the original transaction and ensure such refunds are shown on the account history and are reconciled.

893	The Contractor shall have the capability to restrict the method of refund to the original method of payment.
894	The Contractor shall provide an automated approval process for Authority approval for all refunds over a configurable amount
895	<p>The Contractor shall provide the capability to configure parameters related to refunds, including but not limited to:</p> <ul style="list-style-type: none"> • type of payments that are not eligible for refund; • the criteria for refunds by payment methods (Credit Card, ACH, check, cash, money order etc.); • the hold period for Credit Card refunds and check refunds; • maximum (role-based) allowable refund payment by Payment Type. For example, a refund of more than \$250 might require manager approval; • minimum (role-based) allowable refund payment by Payment Type. For example, the Authority may elect not to issue a check refund for less than \$1.00 unless requested by the customer and • manual review of eligible refunds before processing the refunds.
896	<p>The Contractor shall provide the capability to determine eligibility and issue refunds automatically to customers based on various activities on the account, including but not limited to:</p> <ul style="list-style-type: none"> • closure of an account; • unapplied checks/money order and • overpayment of an invoice or Violation Notice where no outstanding invoices, Violation Notices or unbilled tolls exist.
897	The Contractor shall provide the capability to review and process all eligible refunds and initiate the refund process.
898	The Contractor shall provide the capability to route a refund approval through Cases, to require multiple approvals of refunds and to accommodate the refund approval process.
899	The Contractor shall provide the capability to issue refunds using the same method that the payment was received. For example, a check payment will be refunded by check and Credit Card to the same Credit Card.
900	The Contractor shall provide the capability to issue refunds by check after approval by an Authorized User when the Credit Card which was used for the original payment method has been deactivated or based on a customer request.
901	The Contractor shall provide the capability for the automated processing of refunds (for example, for a successful account closure) and automatically create a Case for an Authorized User to issue the refund.

902	<p>The Contractor shall provide the capability to store all details regarding check refunds issued which shall be viewable by Authorized Users on the account, including but not limited to:</p> <ul style="list-style-type: none"> • check number; • check amount; • date check was issued; • check payee details; • the date the check cleared the bank; • notes; • the reference number and • reason for issuing the check.
903	<p>The Contractor shall provide the capability to void a refund or disbursement check, which shall restore the payable balance.</p>
904	<p>The Contractor shall provide the capability to void and reissue a refund or disbursement check.</p>
905	<p>The Contractor shall provide the capability for Authorized Users to manually override the refund payee information, for example, when a refund is due to a deceased customer's estate.</p>
906	<p>The Contractor shall provide the capability for Authorized Users to initiate refunds from unapplied payments (for example when a payment that was made to the BOS in error is deposited but is not applied to an account and needs to be refunded).</p>
907	<p>The Contractor shall provide the capability to record refund checks issued by the Authority in the BOS. For example, certain refund checks may be issued from the Authority's financial accounting systems; these checks shall then be recorded in the BOS against the customer's account and reported in financial reports as a check issued by the Authority.</p>

1.7.12. Bankruptcy

Generally, the bankruptcy process begins with an official notice of bankruptcy being issued by a court. This notice generally requires creditors to "stay" any escalation while the bankruptcy is processed through the courts. When the bankruptcy is finalized, the court sends an official notification which will indicate any reductions in amount due.

908	<p>The Contractor shall provide the capability to manage accounts for customers who have filed for bankruptcy.</p>
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909	The Contractor shall provide the capability to record the effective date of a bankruptcy and bankruptcy type, which automatically flags the account for bankruptcy, holds all activity on outstanding debt which occurred prior to the filing date and issues a letter to the debtor or attorney on file.
910	The Contractor shall provide the capability to enter the 'as of' (stay) date of bankruptcy and apply Business Rules to transactions occurring after that date (new tolls incurred after the bankruptcy date are billable).
911	The Contractor shall provide the capability to record when a bankruptcy has been granted which will write off all outstanding penalties and generate a letter to the customer requesting payment of the tolls.
912	The Contractor shall provide the capability to cease escalation of any transactions that occurred on or before the "stay" date (typically the bankruptcy filing date).
913	The Contractor shall provide the capability to continue processing transactions subsequent to the date and time of bankruptcy notification.
914	The Contractor shall provide the ability to record a dismissed bankruptcy and restart the escalation and collection process.
915	The Contractor shall provide the ability to record and store all bankruptcy filings required by the courts.

1.7.13. Shift Management

The Contractor shall reconcile the financial and asset activity of every person that works in the BOS at the end of each shift.

916	The Contractor shall provide the capability for the BOS to automatically open a shift for an Authorized User at the time of first applicable transaction based upon user role.
917	The Contractor shall provide the capability to prompt for beginning balance or Authorized User bank (including option to list denominations).
918	The Contractor shall provide the capability to populate opening shift balance and assign a unique Authorized User ID, including location, for all transactions processed during the shift.
919	The Contractor shall provide the capability to automatically prompt to close a shift at logout time if an open shift exists.
920	The Contractor shall provide the capability to display and reconcile all transactions and activity in a shift.
921	The Contractor shall provide the capability to separate transactions that affect the Authorized User's deposit, for example, cash, check, ACH, Credit Card or other payment, from transactions that affect the BOS balances, for example, waiving a fee for a customer.

922	The Contractor shall provide the capability for reconciliation of transponders and other inventory items issued and payments.
923	The Contractor shall provide the capability to create an Alert to the supervisor when a CSR's bank goes above a threshold (Configurable). For example, if CSR's bank goes above \$200 the supervisor may want the CSR to do a "bank drop."
924	The Contractor shall provide feedback to Authorized User if the shift does not balance.
925	The Contractor shall provide the capability for an Authorized User to attempt to balance the shift a number of times (Configurable).
926	The Contractor shall provide the capability to escalate the shift to an Authorized User for research and closing after a number of unsuccessful attempts (Configurable) has been reached.
927	The Contractor shall provide settings to either display or not display the shift variance dollar amount to the Authorized User during shift closing (Configurable).
928	The Contractor shall provide settings to either display or not display the shift inventory (transponders and other inventory items) variance amount to the Authorized User during shift closing (Configurable).
929	The Contractor shall provide the capability to configure all relevant parameters related to closing a shift, with a default value that can be overridden based on unique user ID, including but not limited to: <ul style="list-style-type: none"> • the number of times the Authorized User can attempt to balance the shift; • the amount of allowed variance by dollars and • the amount of allowed variance by percentage.
930	The Contractor shall provide the capability to close a shift once it is balanced.
931	The Contractor shall provide the capability to record shift balancing discrepancies, for example overages and shortages.
932	The Contractor shall provide the capability to force close an unbalanced shift based upon user roles; the BOS shall record unbalanced variances in a separate Financial Account which shall be included on financial reports.
933	The Contractor shall provide the capability to escalate shifts that remain open at the end of the Business Day to the Authorized User based upon user roles.
934	The Contractor shall provide Authorized Users with an accounting of all shift activity with detailed and summarized financial information.
935	The Contractor shall provide Authorized Users with a status of all open shifts.

1.8. Case Management

The BOS shall provide the capability to create, assign and manage requests made by customers or Authorized Users. These requests become Cases. Case management is the creation and management of Cases where a Case represents an activity or action required to satisfy the Authority, customer or general public need or inquiry. Once a Case has been opened it is assigned to the appropriate staff, and its progress is tracked and reported through completion by the BOS. The initial set of Case types will be defined during the Implementation Phase. Certain Case types will escalate automatically.

1.8.1. Case Creation

936	The Contractor shall provide the capability to initiate a Case any time a request cannot immediately be completed.
937	<p>The Contractor shall provide the capability to create, manage and support certain activities as Cases. Types of Cases shall include but not be limited to:</p> <ul style="list-style-type: none"> • initiating, tracking and resolving Registered account disputes; • initiating, tracking and resolving Violation disputes (image(s) must be associated with the Case); • initiating, tracking and resolving I-Toll disputes (image(s) must be associated with the Case); • initiating, tracking and resolving toll rate disputes; • initiating, tracking and resolving requests for Administrative Hearings; • initiating, tracking and resolving requests for investigative reviews; • initiating, tracking and resolving Civil Judgments; • initiating and tracking payment plans; • initiating, tracking and resolving customer and non-customer issues and requests via phone and in person, that cannot be resolved immediately; • initiating, tracking and resolving customer issues and requests received through all communication channels; • initiating, tracking and resolving research Cases created by the Collection Agency; • initiating, tracking and researching undeliverable email/mail; • initiating, tracking and researching undeliverable addresses that have not been found using Skip Tracing Service Provider; • initiating, tracking and resolving subpoena requests for customer transactions, images, and maintenance records from law enforcement; • initiating, tracking and resolving issues and requests from the Authority and

	<ul style="list-style-type: none"> initiating, tracking and managing transponder Return Materials Authorization (RMA) shipments.
938	<p>The Contractor shall provide the capability to track the Case attributes by one or more attributes, including but not limited to:</p> <ul style="list-style-type: none"> communication channel; Case type; date and time of Case creation; response due date; identity of Authorized User (or BOS, if BOS-generated) initiating the Case; Case number; customer name; customer contact information; account number, if applicable; license plate and Jurisdiction, if applicable; Notification number, if applicable; priority; notes; Case status; outcome of Case when completed; if Case is Toll Facility-specific; follow-up activities that took place; identity of Authorized User(s) who performed the follow-up activities; description (free-form) of follow-up action and customer satisfaction feedback.
939	<p>The Contractor shall provide the capability for the customer to upload supporting documentation to a new or existing Case via the Self-Service Website or Self-Service Mobile Application (Phase II and optional).</p>
940	<p>The Contractor shall provide the capability to create Cases manually by Authorized Users.</p>
941	<p>The Contractor shall provide the capability to create Cases automatically via the BOS.</p>

942	The Contractor shall provide the capability to create Cases because of a customer request, for example a customer requests a transponder or disputes a Violation Notice via the Self-Service Website or Self-Service Mobile Application (Phase II and optional).
943	The Contractor shall provide the capability to initiate a Case from within an account.
944	The Contractor shall provide the capability for Authorized Users to associate a Case with an account after the Case has been created.
945	The Contractor shall provide Case templates for each type of Case.
946	The Contractor shall provide the capability for Authorized Users to create new types of Cases and associated workflows (Configurable).
947	The Contractor shall provide the capability to set attributes by Case type related to Case management, including but not limited to:
	<ul style="list-style-type: none"> • required fields;
	<ul style="list-style-type: none"> • assignment rules;
	<ul style="list-style-type: none"> • Case flow logic;
	<ul style="list-style-type: none"> • Case queue display order, for example, by date opened or priority;
	<ul style="list-style-type: none"> • drop-down lists;
	<ul style="list-style-type: none"> • all relevant parameters related to Case escalation (Configurable), for example, number of dormant days before escalation and number of days from Case creation to escalation;
	<ul style="list-style-type: none"> • due date and
	<ul style="list-style-type: none"> • Case templates (create and modify).
948	The Contractor shall provide the capability to access a Case through Case management or through the associated account or Violation Notice.
949	The Contractor shall provide the capability to automatically document action(s) taken to resolve a Case in the Case.
950	The Contractor shall provide the capability to associate all related customer communication with a single Case (in addition to associating it with the appropriate account), including but not limited to:
	<ul style="list-style-type: none"> • call records;
	<ul style="list-style-type: none"> • recorded calls;
	<ul style="list-style-type: none"> • emails;
	<ul style="list-style-type: none"> • faxes;
	<ul style="list-style-type: none"> • Microsoft Office documents, images, and PDF files;

	<ul style="list-style-type: none"> • chat;
	<ul style="list-style-type: none"> • text messages and
	<ul style="list-style-type: none"> • scanned items.
951	The Contractor shall provide the capability, when creating Cases, to automatically insert information from the Case source into the Case creation screen to expedite Case creation, for example, importing the name, address and contact information from the account, Violation Notice, invoice or Notification with which the Case is associated.
952	The Contractor shall create a case for all incoming correspondence by scanning the correspondence. The Case management system should recognize barcodes, correspondence attributes, key words and categorize and assign cases automatically.
953	The Contractor shall provide the capability to automatically record date and time of Case creation.
954	The Contractor shall provide the capability to automatically record identity of Authorized User or BOS (if the Case is created automatically by the BOS) initiating the Case.
955	The Contractor shall provide the capability to automatically assign a unique individual identification code (Case number).
956	The Contractor shall provide drop-down lists (Configurable) containing multiple options for indicating type of Case.
957	The Contractor shall provide the capability that the Case type has the ability to be changed by Authorized Users.
958	The Contractor shall provide drop-down lists (Configurable) containing multiple options for indicating follow-up activities within the workflow.
959	The Contractor shall provide the capability to place a Case on hold pending a specific occurrence, or to enter a date when the Case shall be presented again to be worked.
960	Require Authorized Users to insert a minimum amount of data depending on the type of Case (Configurable) into a pre-defined number of fields before a Case can be closed. Each type of Case may have different minimum data requirements.
961	Require Authorized Users to insert a minimum amount of data depending on the type of Case into a pre-defined number of fields (Configurable) before a Case can be placed on hold. Each type of Case may have different minimum data requirements.
962	The Contractor shall provide the capability for notes (free text narrative) to be provided at key points in the Case creation process enabling the Authorized User to elaborate on important points.
963	Automatically initiate and send correspondence to the customer informing them of the creation of the Case, the Case number and other information depending on the type of Case (Configurable).

964	The Contractor shall provide an automated correspondence capability whereby the customer can be kept informed of Case progress/status, from opening through closure, depending on the type of Case. Such capability shall be Configurable such that certain Case progress/status changes would not generate a customer communication.
965	The Contractor shall provide the capability for multiple Authorized Users to access Cases at the same time with one Authorized User having the ability to modify the Case and others having read only access. The identity of the individual working the Case shall be presented to the Authorized Users with read-only access.
966	The Contractor shall associate the completion of the activities required to resolve the Case to the Case such that BOS can automatically close the Case once the required activities have been completed. For example, if a customer disputes a Violation Notice because the vehicle was stolen, the Case would require a document (police report) and once the document was verified and the disputed accepted by the CSR, the BOS would record the successful dispute, close the Violation Notice with the appropriate transaction disposition codes and issue a Notification to the customer all based on the CSR's determination that the dispute was accepted.
967	The Contractor shall provide the capability to automatically provide written responses (Notifications) to the customer based on the disposition code for each Case type.

1.8.2. Case Assignment and Tracking

Depending on the Case type, the BOS shall assign the Case to the appropriate queue. The BOS shall use the default priority for the Case type and any user input that prioritizes the Case.

968	Place open Cases in the appropriate Case type queue such that Authorized Users may access their assigned queue, review and take action on each Case.
969	The Contractor shall provide the capability for the Case type queues to automatically display oldest Cases first for action.
970	The Contractor shall provide the capability for the Case type queues to automatically display highest priority Cases first for action.
971	The Contractor shall provide the capability for multiple sorting criteria for the Case type queues, for example sort first by oldest Cases and then sort by priority.
972	The Contractor shall provide the capability for closed Cases to be re-opened when required.
973	The Contractor shall provide the capability for a Case to be worked by the same Authorized User who opened the Case or by another Authorized User.
974	The Contractor shall provide the capability to automatically assign Cases to Case work queues accessed by departments or workgroups.
975	The Contractor shall provide the capability to manually re-assign open Cases.
976	The Contractor shall provide the capability to automatically re-assign open Cases if the Case was assigned to a specific Authorized User and that Authorized User is deactivated from the BOS.

977	The Contractor shall provide the capability to automatically temporarily re-assign open Cases if the Case was assigned to a specific Authorized User and that Authorized User is temporarily not performing work (for example, the Authorized User is on vacation).
978	Ensure at no time that an active Case does not remain in a queue with no Authorized User assigned to that queue.
979	The Contractor shall provide the capability for Authorized Users to see all pending Cases with prioritization.
980	The Contractor shall provide Configurable Case assignment rules, for example a Case related to financial issues would be assigned to the finance department.
981	The Contractor shall provide the capability to include a snapshot of any customer information in the primary screen so Authorized Users need not navigate to other screens to find key information. The primary screen shall contain a link to the associated account should the Authorized User want to access the account.
982	The Contractor shall provide the capability to merge Cases when two or more Cases cover the same customer need.
983	The Contractor shall provide the capability to track historical action-type data (out of a predefined range), about each action taken to work the Case, including but not limited to:
	<ul style="list-style-type: none"> • creation;
	<ul style="list-style-type: none"> • closure;
	<ul style="list-style-type: none"> • reopening;
	<ul style="list-style-type: none"> • hand-off (from department or individual);
	<ul style="list-style-type: none"> • placed on hold (establish a “work again date”);
	<ul style="list-style-type: none"> • awaiting action from the Authority;
	<ul style="list-style-type: none"> • awaiting customer action and
	<ul style="list-style-type: none"> • customer satisfaction.
984	The Contractor shall provide the capability to trigger customer satisfaction processes.
985	The Contractor shall provide the capability to link and track an unlimited number of Cases to a single account.
986	The Contractor shall provide the capability to link and unlink Cases to/from accounts regardless of Case status.
987	The Contractor shall provide the capability to associate a Case to one or multiple accounts.
988	The Contractor shall provide the capability to view Cases based on required follow-up action.
989	The Contractor shall provide the capability to track, record and review follow-up activity.

990	The Contractor shall provide the capability for Authorized Users to review the workload (quantity and details of the Cases assigned) of an individual Authorized User.
991	The Contractor shall provide the capability for an Authorized User to review the workload of an entire team or group of Authorized Users.
992	The Contractor shall provide the capability to manually change the status of a Case based on progress made in servicing the Case.
993	The Contractor shall provide the capability to automatically change the status of a Case based on progress made in servicing the Case.
994	The Contractor shall provide the capability for Authorized Users to edit data within a Case, Configurable by Case type.
995	The Contractor shall provide the capability to temporarily group Cases and perform the same action(s) on the group of Cases.
996	Prevent the creation of duplicate Cases when created automatically by the BOS.
997	The Contractor shall provide the capability to notify Authorized Users when the number of assigned Cases for a particular resource is reached (Configurable).
998	The Contractor shall provide the capability to stop a transaction or group of transactions from progressing further in the status or workflow stages, for example while a dispute Case is being reviewed.
999	The Contractor shall provide a logical Case workflow via multiple Case screens, which are presented to Authorized Users based on their skill sets and BOS roles.
1000	The Contractor shall provide Case workflow and routing (Configurable).
1001	The Contractor shall provide the capability to assign Cases in multiple ways (Configurable), including but not limited to:
	<ul style="list-style-type: none"> • manual assignment of a Case to a particular Authorized User; • automatic assignment by customer or account criteria; • automatic assignment by Case type; • automatic assignment by status; • automatic assignment by severity level; • automatic assignment based on staff availability; • automatic assignment by role and • skills database for Authorized Users.
1002	The Contractor shall provide the capability to suggest best Authorized User for a Case according to staff skills.

1003	The Contractor shall provide the capability to send an Operational Alert Notification when a Case has met the reassignment threshold (Configurable).
1004	The Contractor shall provide the capability to send an Operational Alert Notification when an Authorized User has met the specified number of open Cases (Configurable).
1005	The Contractor shall provide the ability to manually re-assign any Case to a new workflow, at any point within that workflow, as new details emerge.
1006	When changes in workflow are made, provide the ability to individually select, or select in bulk, whether current workflow transactions should follow the previous version of the workflow, or the new version of the workflow.

1.8.3. Case Escalation

1007	The Contractor shall provide the capability to send an Operational Alert Notification regarding specific Cases that meet criteria (Configurable), for example, Cases in "open" status that have not been worked on in a specified number of days (Configurable).
1008	The Contractor shall provide the capability to automatically escalate overdue Cases based on rules (Configurable).
1009	The Contractor shall provide the capability to define sets of activities or procedures for specified Case types.
1010	The Contractor shall provide the capability for thresholds to be defined based on rules that initiate events when exceeded.
1011	The Contractor shall provide the capability to automatically escalate Cases defined as representing repeated complaints.
1012	The Contractor shall provide the capability to define activities that require authorization from supervisors.
1013	The Contractor shall provide the capability to notify appropriate operations staff on Cases manually or automatically based on criteria (Configurable).

1.9. Collections and Registration Hold

Non-payment of the Notice of Delinquent Toll Evasion Violation may result in the delinquent Violations escalating to collections and/or Registration Hold. Unpaid transactions/trips and fees on Registered accounts that are delinquent may also escalate to collections. The Authority may choose to have the CSC attempt to collect prior to the Violation escalating to collections.

1014	The Contractor shall provide the capability for the CSC to attempt collection prior to a Collections Placement and the Contractor shall support this activity by, including but not limited to:
	<ul style="list-style-type: none"> • electronically provide Skip Tracing information that is automatically linked to the Violation for use by the CSR;

	<ul style="list-style-type: none"> provide initial collections letter(s) that are automatically populated with the Violation information and Skip Trace address(s);
	<ul style="list-style-type: none"> allow for the CSR to review and approve letters before sending;
	<ul style="list-style-type: none"> provide capability for the CSR to add notes about the collection process;
	<ul style="list-style-type: none"> if not collected after a Configurable period of time, automatically and electronically attach all Skip Trace and collections notes information to the subsequent Collections Placement and
	<ul style="list-style-type: none"> separately account for CSC collections (as compared to Collections Placements) within the BOS in all applicable accounting, financial and operations reports and searches.
1015	The Contractor shall provide, per the Business Rules, the capability to perform registered account or Violation escalation, including but not limited to:
	<ul style="list-style-type: none"> warning of Registration Hold Notification;
	<ul style="list-style-type: none"> escalate to Tax Intercept;
	<ul style="list-style-type: none"> pre-Collection Notification;
	<ul style="list-style-type: none"> escalate to Registration Hold and
	<ul style="list-style-type: none"> escalate to collections.
1016	The Contractor shall provide capability to configure and maintain escalation parameters for each escalation level, including but not limited to:
	<ul style="list-style-type: none"> the minimum number of delinquent Violations (Configurable) over a period of time to initiate collections activities (Configurable);
	<ul style="list-style-type: none"> prevent escalation to collections/Registration Hold when a certain (configurable) percentage of the Violation has been paid;
	<ul style="list-style-type: none"> prevent escalation to collections/Registration Hold when a certain (configurable) amount of the Violation has been paid;
	<ul style="list-style-type: none"> the account balance thresholds to prevent escalation;
	<ul style="list-style-type: none"> number of days payment on payment plan is delinquent and
	<ul style="list-style-type: none"> number of days from issuance of Investigative Review or Administrative Review Letter.

1.9.1. Collection Agencies

This process covers the assignment of past due amounts on delinquent accounts, and delinquent Violations to the Contractor-provided Collection Agencies. The Contractor shall provide two (2) separate, qualified Collection Agencies to perform debt collection services. These Collection Agencies shall be performing debt collection services and civil judgement processing on a non-exclusive basis. No assurance or guarantee is made to the selected Contractors regarding the number of Accounts placed, the dollar amounts of those Accounts, or the percentage of Accounts placed.

1017	The Contractor shall contract with two (2) separate Collection Agencies.
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1018	The Contractor-selected Collection Agencies shall have previous experience collecting toll debt.
1019	The Contractor shall work with the Authority in determining the volumes and types of Collections Placements assigned to each Collection Agency, which may result in shared placements or all placements being assigned to one (1) of the Collection Agencies.
1020	The Contractor shall select Collection Agencies whose compensation is based on a percentage of the amount collected.
1021	The Contractor-selected Collection Agencies shall not dismiss the Authority's debt unless explicit approval has been provided by the Authority.
1022	The Contractor-selected Collection Agencies shall allow the Authority to recall debt at no cost to the Authority.
1023	The Contractor-selected Collection Agencies shall not charge any fees for allowing the Authority's debtors to pay using any payment method.
1024	For uncollected debt, the Contractor-selected Collection Agencies shall process civil judgments on behalf of the Authority. The processing of civil judgments shall comply with all California statutes and legal processes and the Collections Agencies' attorneys shall be properly licensed. The processing of civil judgements by the Collections Agencies shall be at the discretion of the Authority. The Authority may choose not to use the Collections Agencies for processing of civil judgements.
1025	The Contractor-selected Collection Agencies shall submit their reporting for approval by the Authority.

1.9.2. Collection Placement and Management

The process of assigning unpaid tolls, fees and penalties to the Collection Agency is called a Collections Placement.

1026	The Contractor shall provide a Collection Agency for Authority's approval and place eligible transactions in collections based on Business Rules.
1027	The Contractor shall provide the capability to identify Accounts and delinquent Violations that are eligible for the collection process based upon criteria (Configurable), including but not limited to:
	<ul style="list-style-type: none"> • age of debt at account level or individual transaction level;
	<ul style="list-style-type: none"> • Flags on the account;
	<ul style="list-style-type: none"> • hold status, for example, disputed;
	<ul style="list-style-type: none"> • open Cases related debt;
	<ul style="list-style-type: none"> • grace period;

	<ul style="list-style-type: none"> total amount owed;
	<ul style="list-style-type: none"> number of delinquent Violation Notices or transactions/trips;
	<ul style="list-style-type: none"> amount owed;
	<ul style="list-style-type: none"> whether customer is in-state or out-of-state;
	<ul style="list-style-type: none"> account type and
	<ul style="list-style-type: none"> account status.
1028	The Contractor shall provide the capability to create a Collections Placement for accounts and delinquent Violations eligible for Collections.
1029	The Contractor shall provide the capability to place a flag on an account that has met the criteria for Collection Placement but has not been placed and an account placed with one of the Collection Agencies.
1030	The Contractor shall provide the capability to assess a collections fee (for example, add a fee to the balance due) for each Collections Placement eligible for collections.
1031	The Contractor shall provide the capability to transmit the Collections Placement to the Collection Agencies for those accounts and delinquent Violation Notice that are eligible and Approved for collection.
1032	The Contractor shall provide the capability to utilize multiple Collections Agencies and to place eligible transactions in collections based on Configurable criteria, including but not limited to: <ul style="list-style-type: none"> percentages based on both volume and dollar amount, for example, 60 percent to Collection Agency 1 and 40 percent to Collection Agency 2; past due amount on the Account eligible for collection; prior placements (by customer name, Account number, License Plate number and Jurisdiction); account type; specified frequency; ZIP code and ROV Jurisdiction.
1033	Provide the capability to automatically assign new transactions that reach the collections status or workflow stage to the same Collection Agency that any previous transactions on that Account have been assigned (for example, all transactions for a given Account will always be assigned to the same Collection Agency).

1034	<p>The Contractor shall provide auditable functionality through the two-way electronic Interface for the Collection Agencies to transmit data to the BOS and for the BOS to transmit data to the Collection Agencies for accounts and Violation Notices assigned to the Collection Agencies, including but not limited to:</p> <ul style="list-style-type: none"> • updates to demographic information, such as address updates obtained through Skip Tracing; • payments received by the BOS and each Collection Agency (full and partial) and adjustments and reversals of those payments; • reversals and adjustments made on the Collections Placement; • fees on the Collections Placement such as returned payment fee; • suspension of collections activities due to dispute or Administrative Review; • various status changes due to civil judgments; • suspension of collections activities or cancellation of the Collections Placement due to bankruptcy; • resolution of the Collections Placement at the transaction level; • cancellation of the Collections Placement due to recall by the Authority or expiry of the collection period for that Collections Placement and • Write offs and reason codes.
1035	<p>The Contractor shall provide the capability to recall a Collections Placement/individual Violation Notices/transactions based on Business Rules and request.</p>
1036	<p>The Contractor shall provide the capability to automatically display a Flag on account screens with the appropriate Collection Agency ID and date the Collections Placement was sent to the Collection Agency and remove the Flag when an account is no longer in collection.</p>
1037	<p>The Contractor shall provide the capability to associate with the account all correspondence transmitted to the customer/violator from the Collection Agency.</p>
1038	<p>The Contractor shall provide the capability to update the address source on accounts and Violation Notices when new address information is received from one of the Collection Agencies.</p>
1039	<p>The Contractor shall provide the capability to automatically reassign delinquent Violations/transactions to collections any time a payment used to pay delinquent Violations/transactions in collections is reversed in the BOS or by one of the Collection Agencies (for example, when a customer makes a payment and that payment is returned by the bank, the receipt of the payment reversal in the BOS shall automatically reassign those delinquent Violations/transactions to the applicable Collection Agency).</p>
1040	<p>The Contractor shall provide the capability to obtain status of all activities and venues pursued by each of the Collection Agencies to collect on the Authority's debt.</p>

1041	The Contractor shall provide the capability to receive payment reconciliation files at intervals (Configurable) from the Collection Agencies for all Collections Placement payments during the period. The reconciliation file shall provide detailed data that reconciles the payments and the collections fee, if applicable.
1042	The Contractor shall provide the capability to receive Collections Placement balance files, at intervals (Configurable), in order for the BOS to compare to Account and Violation Notice balances for auditing purposes.
1043	The Contractor shall provide the capability to generate an Operational Alert Notification when a Collections Placement balance file is received and the results of the processing of the balance file (for example, the file is in balance or it is out of balance).
1044	The Contractor shall provide the capability to compare the balances from each of the Collection Agencies to the balances in the BOS and display the accounts and/or transactions that do not balance.
1045	The Contractor shall provide an aging of all files on Collection Placement.
1046	The Contractor shall provide a report showing the historical records for Collection Placement including but not limited to: <ul style="list-style-type: none"> • number of files sent for Collection Placement (historically); • details of accounts written off and the reason; • details of amounts collected, stage collected and amount of reductions if any; • details of accounts actively in Collection Placement and the current collection stage; • details of accounts on payment plan; • details of accounts with civil judgments; • details of amounts collected and collection fees paid or due to the Collection Agencies, and • the above historical information for each individual Collection Agency.
1047	The Contractor shall provide the capability to receive Skip Tracing from the Collection Agencies for the Contractor to mail a pre-collection notice.

1.9.3. Collection Agency System Access (Phase II)

In addition to the electronic interface between the BOS and the Collection Agencies, the Contractor shall provide the Collection Agencies with role-based, secure access to the BOS to access information about debt which has been placed in collections allowing them to research customer issues. The BOS shall allow for limited entries to be made such as managing a Case (initiating, updating or closing it) or updating with customer contact events such as phone calls and emails sent or received.

1048	The Contractor shall provide a secure role-based access for the Collection Agencies to access the BOS to research customer issues as described within these Requirements.
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1049	The Contractor shall provide unique sign-on credentials for each Authorized User (Collection Agency Staff) and only allow them to access debts which have been placed with their Collection Agency.
1050	The Contractor shall provide auditable functionality that allows each Authorized User (Collection Agency Staff) to view, enter and edit data in the BOS for accounts and Violations with debt placed with their Collection Agency, including but not limited to:
	<ul style="list-style-type: none"> viewing the account
	<ul style="list-style-type: none"> Viewing associated images;
	<ul style="list-style-type: none"> initiating a Case;
	<ul style="list-style-type: none"> reviewing the status of a Case;
	<ul style="list-style-type: none"> updating a Case;
	<ul style="list-style-type: none"> closing a Case (based on permissions) and updating customer contact history.

1.9.4. License Plate Registration Hold and Hold Release

When delinquent Violation Notices are past due, a Registration Hold can be placed on the license plate if it meets the conditions for Registration Hold. When the past due amount is brought to a threshold or amount (Configurable) (for example, when the balance is paid or the delinquent Violations are reversed), the Registration Hold may be released. The California DMV supports an electronic Interface for initiating Registration Holds and Registration Hold releases. In the event agreements are entered into with other Jurisdictions or responsible entities, the BOS shall support the Registration Hold/Registration Hold release process with these responsible entities.

1051	The Contractor shall provide the capability to Interface with the Jurisdictions that support license plate Registration Holds/Registration Hold releases or vehicle registration suspension.
1052	The Contractor shall provide the capability to apply and receive authorization from the DMV to act as OCTA's processor of record.
1053	The Contractor shall provide the capability to set and maintain the eligibility parameters for the license plate Registration Hold process based upon criteria (Configurable), including but not limited to any combination of:
	<ul style="list-style-type: none"> plate Jurisdiction and plate type;
	<ul style="list-style-type: none"> account type;
	<ul style="list-style-type: none"> Flags on the account;
	<ul style="list-style-type: none"> escalation status;
	<ul style="list-style-type: none"> past due toll amount; past due fee amount;

	<ul style="list-style-type: none"> • past due penalty amount;
	<ul style="list-style-type: none"> • days past due;
	<ul style="list-style-type: none"> • vehicle registration renewal date;
	<ul style="list-style-type: none"> • an open Investigative Review or Administrative Hearing;
	<ul style="list-style-type: none"> • payment plan status;
	<ul style="list-style-type: none"> • length of time since the last escalation was done (Configurable);
	<ul style="list-style-type: none"> • number of pre-existing vehicle Registration Holds on a license plate;
	<ul style="list-style-type: none"> • Plate type (temporary plate, permanent plate) and
	<ul style="list-style-type: none"> • Vehicle Identification Number.
1054	The Contractor shall provide the capability to automatically request a Registration Hold if the eligibility criteria (Configurable) are met, for example, if license plate has one delinquent Violation that is past due.
1055	The Contractor shall provide the capability to check the vehicle registration renewal date and update the existing ROV information in the BOS.
1056	The Contractor shall provide the capability to place Registration Holds a number of days (Configurable) before or after the license plate renewal date. The BOS shall place the maximum number of Registration Holds per license plate if the license plate has delinquent Violations.
1057	The Contractor shall provide the capability to round down the Violation amount owed to a whole dollar being sent to the DMV for each Violation for which a Registration Hold is being placed.
1058	The Contractor shall provide the capability to automatically create and exchange Registration Hold and release files with the responsible entities.
1059	The Contractor shall provide the capability in the event of a failure to re-try the Registration Hold and release request based on the type of error.
1060	The Contractor shall provide the capability to automatically release the Registration Hold if resolved and/or paid.
1061	The Contractor shall provide the capability to automatically re-request the Registration Hold if a payment that was received resulted in the release of Registration Hold and then the payment is subsequently reversed (for example, if a check is returned or if a chargeback is received).
1062	The Contractor shall provide the capability to accept and process payments records for Violations from the DMV and waive partial amounts remaining on the Violation Notice(s).

1063	The Contractor shall provide the capability to delay the Registration Hold release by a number of days past the payment date (Configurable) by payment type. For example, if the payment was made by check the BOS should delay the Release by seven days.
1064	The Contractor shall provide the capability for Authorized Users to manually initiate the release of a Registration Hold without resolution of past due amounts.
1065	The Contractor shall provide the capability to display Registration Hold and release status on the account including the date of request and status.
1066	The Contractor shall provide the capability for Registration Hold statuses (statuses that Registration Holds go through), including but not limited to: <ul style="list-style-type: none"> • Registration Hold pending; • Registration Hold sent to DMV; • Registration Hold Approved by DMV; • Registration Hold rejected by DMV; • Registration Hold not placed due to error; • Registration Hold release pending; • Registration Hold released by DMV; • Registration Hold released by BOS and • Registration Hold not released due to error.
1067	The Contractor shall provide the capability to automatically display Flags on all account screens based upon current Registration Hold status.
1068	The Contractor shall provide the capability, in the Registration Hold history, to accommodate multiple dates and reject reasons for multiple delinquent amounts and potentially multiple plate numbers.
1069	The Contractor shall provide the capability for Authorized Users to manually place and release Registration Holds and automatically update the BOS with the proper status obtained from the DMV.
1070	The Contractor shall provide the capability to add a DMV hold fee to each transaction successfully placed on hold
1071	The Contractor shall provide the capability to create a payable to DMV for the fee owed to the DMV until the fee is paid through the reduction of the DMV payment file.
1072	The Contractor shall provide the capability to establish a link between a temporary plate and the coordinating permanent plate to allow for hold to be placed on the temporary plate after the issuance of the permanent plate
1073	The Contractor shall provide the capability to perform a review of all accounts prior to sending them for DMV hold.

1074	The Contractor shall provide the capability to reconcile Violations marked as on hold in the BOS with the DMV report.
1075	The Contractor shall provide the capability to prepare a written DMV abstract of hold release for the customer.
1076	The Contractor shall provide the capability to Post the monthly DMV payment to the respective Violations-writing off any remaining cents, recording the source of payment as the DMV, and relieving the DMV Payable for the hold fee
1077	The Contractor shall provide the capability to analyze DMV hold rejects and work with the DMV to resolve any issues to maximize the hold success rate.

1.9.5. Customer-Initiated Reviews

Customers may contest a Violation(s) by initiating an Investigative Review of the Violation(s). If customer disagrees with the decision, the customer may seek an Administrative Review Hearing and ultimately appeal to Superior Court.

1078	The Contractor shall provide the capability to receive Investigative Review requests, including documents uploaded from the self-service website.
1079	The Contractor shall provide the capability track Investigative Reviews through their completion
1080	The Contractor shall provide agreed upon Investigative Review reduction or dismissal codes that are applied to each Violation contained in the review in an efficient manner.
1081	The Contractor shall provide the capability for an Authorized User to select from a list of reduction or dismissal codes that has a corresponding trip/image processing and financial action, if applicable, generate the appropriate correspondence to the customer or violator customer stating the results of the review and issue any refunds that may be due (for example, if it is determined the license plate was misread and the Violation was issued to the wrong person, the CSR shall select a code "image error" which will automatically do the following: 1) dismiss the Violation assigned the person who requested the review 2) send the images back for image processing 3) generate a letter to the customer dismissing the Violation 4) refund any payments made).
1082	The Contractor shall provide the capability for an Authorized User to select from a list of codes for outcomes that do not result in the reduction or dismissal of the Violation(s) and automatically generates the appropriate correspondence to the customer stating the result of the Investigative Review, reason for non-dismissal, and processes the associated images and trip(s) accordingly.
1083	The Contractor shall provide the capability to provide a written response to every Investigative Review which includes the reasoning behind the resulting decision. The response letters shall be tied to the Violation dismissal codes so they automatically generate when dismissal action is taken

1084	The Contractor shall provide the capability to receive Administrative Review Hearing requests by mail, phone, in-person or online. If by phone, the account shall be marked for Administrative Review Hearing and a means for providing a written statement from the customer provided.
1085	The Contractor shall provide the capability to determine, receive and process the required amount due prior for an Administrative Review Hearing as well as, calculating eligibility for financial hardship exceptions and reduced amounts.
1086	The Contractor shall provide the capability to schedule the Administrative Review Hearings with the customer and Administrative Hearing Officer within the required timeframes and according to the Business Rules.
1087	The Contractor shall provide an Administrative Hearing Officer who meets the requirements in the California Vehicle Code and Authority Approval or the Administrative Hearing Officer may be provided separately by the Authority.
1088	The Contractor shall provide a second review of all Violations for which an Administrative Review Hearing is requested to ensure the Investigative Review was performed accurately and correct any errors or work with the customer to resolve any extenuating circumstances.
1089	The Contractor shall provide a summary of each Case where and Administrative Review Hearing is requested for Authority review within a week of the Administrative Review Hearing request. The Contractor will work the Authority to resolve Cases if needed.
1090	The Contractor shall provide the Configurable capability to define the data set that goes into the Evidence Package, including but not limited to:
	<ul style="list-style-type: none"> • summary sheet;
	<ul style="list-style-type: none"> • BOS and manual notes recorded on the account;
	<ul style="list-style-type: none"> • Cases created for the account;
	<ul style="list-style-type: none"> • transponder status change history;
	<ul style="list-style-type: none"> • each Violation Notice and other Notifications;
	<ul style="list-style-type: none"> • customer correspondence;
	<ul style="list-style-type: none"> • customer contacts;
	<ul style="list-style-type: none"> • DMV or ROV source records or Rental Agreements;
	<ul style="list-style-type: none"> • lane health check report from the ETTM System at the time of the transaction;
	<ul style="list-style-type: none"> • Registered account information if applicable;
	<ul style="list-style-type: none"> • history of non-payment;
	<ul style="list-style-type: none"> • images and
	<ul style="list-style-type: none"> • Recordings of phone calls or scripts of recorded phone calls.

1091	The Contractor shall provide the capability to create the Evidence Package a number of days (Configurable) before the date of the Administrative Review Hearing and print or upload the package to the location specified.
1092	The Contractor shall provide the capability to track information related to the outcomes of Investigative Reviews and Administrative Review Hearings
1093	The Contractor shall provide the capability to offer, establish and manage payment plans for customers who cannot pay the balance due in full.
1094	The Contractor shall provide the capability to provide Investigative Reviews by phone and chat for first contact resolution.
1095	The Contractor shall provide the capability to provide historical data by specified time period for Investigative Reviews and Administrative Review Hearings including but not limited to:
	<ul style="list-style-type: none"> • # requested;
	<ul style="list-style-type: none"> • # closed;
	<ul style="list-style-type: none"> • Resolution by type;
	<ul style="list-style-type: none"> • # outstanding;
	<ul style="list-style-type: none"> • age of outstanding and
	<ul style="list-style-type: none"> • scheduled hearings by date.

1.9.6. System-Generated Evidence Package

1096	The Contractor shall provide the capability to create an Evidence Package containing all information related to the applicable account, violator and Violation Notices, including but not limited to:
	<ul style="list-style-type: none"> • detailed toll transaction data associated with Violation Notices;
	<ul style="list-style-type: none"> • all Violation Notices and Notifications sent to violator;
	<ul style="list-style-type: none"> • all correspondence received from violator;
	<ul style="list-style-type: none"> • images related to Violations;
	<ul style="list-style-type: none"> • all notes related to account, violator and/or Violation Notices and
	<ul style="list-style-type: none"> • any other related Unregistered account activity.

1.10. Customer Satisfaction Survey

The Contractor shall select and provide a Customer Satisfaction Survey Provider Subcontractor to survey customers regarding their experience with the CSC. The BOS will provide the necessary information regarding all customer contacts to the Customer Satisfaction Survey Provider Subcontractor to enable them to survey customers using automated survey tools.

The Contractor shall survey customers through the Services of the Customer Satisfaction Survey Provider Subcontractor. Customer surveys shall be performed through electronic means such as email, through a phone survey, text, via the website or a combination thereof. A survey tool shall be provided which will allow for the creation and maintenance of a variety of different survey templates. Different survey templates may be selected based on contact channel, individual CSR or account type.

1097	The Contractor shall provide the capability to perform customer surveys through the Services of the Customer Satisfaction Survey Provider Subcontractor.
1098	The Contractor shall offer the Survey opportunity to every customer each time they contact the CSC or as requested by the Authority.
1099	The Contractor shall provide information to the Customer Satisfaction Service Provider Subcontractor, which includes but is not limited to: <ul style="list-style-type: none"> • customer name; • contact channel (such as email, phone or walk-in); • customer email address and • CSR name, in the case of customers calling in or chat. clarify for those interactions with CSRs (or other staff).
1100	The Contractor shall provide the capability to track customer contact by contact channel, including but not limited to: <ul style="list-style-type: none"> • phone (IVR only, e.g., the customer resolves their issue with the IVR); • phone (IVR then CSR, e.g., customer contact which started in the IVR and after attempting action, the customer asked to speak with a CSR); • phone (CSR only, e.g., the customer immediately requested to speak to a CSR); • chat (CSR only); • email; • text; • Self-Service Website; • Self-Service Mobile Application (Phase II and optional) and • walk-in.
1101	The Contractor shall, on each survey, ask if the customer would like to be contacted regarding any unresolved concerns.
1102	The Contractor shall provide customer survey capabilities with a combination of features, including but not limited to:

	<ul style="list-style-type: none"> • real-time reporting of survey results to the Authority;
	<ul style="list-style-type: none"> • real-time Configurable Alerts to the Authority on certain parameters, such as a low survey score (for example, send an Alert each time a customer provides a rating of two or below on any individual question or the survey as a whole) or key word (for example, each time a customer uses certain profane or threatening words);
	<ul style="list-style-type: none"> • real-time dashboard-style feedback for Authorized Users (such as a Web interface for CSRs to view survey results for their own calls and scoring, in comparison with their peers) and
	<ul style="list-style-type: none"> • survey scoring.
1103	The Contractor shall provide reporting functionality for customer contact data to be provided to the Customer Satisfaction Survey Provider Subcontractor, including but not limited to:
	<ul style="list-style-type: none"> • date;
	<ul style="list-style-type: none"> • account type;
	<ul style="list-style-type: none"> • CSR and
	<ul style="list-style-type: none"> • contact channel.

1.11. Transponder Inventory

The BOS shall have a transponder inventory and management system that tracks and maintains transponder inventory, manages the sale and return of transponders to customers, identifies and manages the transponder recall program, and tracks and manages transponder warranty. Inventory levels are required to be monitored regularly by the Contractor and communicated to the Authority to ensure no disruption in transponder availability.

1.11.1. Inventory Definition and Tracking

The BOS shall keep track of transponders from initial order through final disposal or return to manufacturer.

1104	The Contractor shall provide the capability to validate transponder serial numbers when they are entered into inventory, against the ranges that already exist to ensure that there are no duplicates. This validation shall include the CTOC-issued Facility Code IDs or any corresponding ranges in the future such as ISO 18000-6C and or national Interoperability.
1105	The Contractor shall provide the capability to search the history of a specific transponder entered in the BOS and provide the history of the transponder including account assignment and transactions.
1106	The Contractor shall support the performance of a quarterly physical inventory and monthly reconciliation of transponders.

1107	The Contractor shall provide the capability for an Authorized User to program transponders (for example, reprogram a 2-axle vehicle transponder to a motorcycle transponder).
1108	The Contractor shall provide the capability to manage any number of transponder types, including but not limited to:
	<ul style="list-style-type: none"> • hard-case transponders;
	<ul style="list-style-type: none"> • sticker transponders;
	<ul style="list-style-type: none"> • 6c switchable transponders;
	<ul style="list-style-type: none"> • headlight-mount transponder and • bumper-mount transponders.
1109	The Contractor shall provide the capability to enter global transponder inventory item attributes, including but not limited to:
	<ul style="list-style-type: none"> • transponder description;
	<ul style="list-style-type: none"> • transponder type;
	<ul style="list-style-type: none"> • model number;
	<ul style="list-style-type: none"> • manufacturer;
	<ul style="list-style-type: none"> • lot, case and tray information;
	<ul style="list-style-type: none"> • version of transponder chip technology;
	<ul style="list-style-type: none"> • transponder communication protocol (single or multi) and • transponder style.
1110	The Contractor shall provide the capability to enter individual transponder inventory item attributes, including but not limited to:
	<ul style="list-style-type: none"> • model number;
	<ul style="list-style-type: none"> • procurement cost;
	<ul style="list-style-type: none"> • sales price (Configurable);
	<ul style="list-style-type: none"> • purchase price (Configurable);
	<ul style="list-style-type: none"> • manufacture date;
	<ul style="list-style-type: none"> • date received;
	<ul style="list-style-type: none"> • manifest number; • inventory number;

	<ul style="list-style-type: none"> • expiration;
	<ul style="list-style-type: none"> • date assigned/purchased;
	<ul style="list-style-type: none"> • date first used;
	<ul style="list-style-type: none"> • location assigned to customer from;
	<ul style="list-style-type: none"> • staff/BOS assigned by;
	<ul style="list-style-type: none"> • recall date;
	<ul style="list-style-type: none"> • replacement;
	<ul style="list-style-type: none"> • warranty start date;
	<ul style="list-style-type: none"> • warranty period;
	<ul style="list-style-type: none"> • swap out date;
	<ul style="list-style-type: none"> • end of life date;
	<ul style="list-style-type: none"> • purchase order number/statement or invoice number;
	<ul style="list-style-type: none"> • agency/facility code;
	<ul style="list-style-type: none"> • state code;
	<ul style="list-style-type: none"> • transponder ID number;
	<ul style="list-style-type: none"> • external barcode number;
	<ul style="list-style-type: none"> • transponder manufacturer's number;
	<ul style="list-style-type: none"> • transponder class;
	<ul style="list-style-type: none"> • ID number;
	<ul style="list-style-type: none"> • activation code;
	<ul style="list-style-type: none"> • status and
	<ul style="list-style-type: none"> • inventory location.
1111	<p>The Contractor shall provide the capability to enter new transponders into the BOS via several methods, including but not limited to:</p> <ul style="list-style-type: none"> • manually; • file upload and • barcode using a scanner.

1112	<p>The Contractor shall provide the capability to manually upload a file (manifest) with transponder inventory information using an intuitive and user-friendly process with support for multiple data formats. Functionality shall include but not be limited to:</p> <ul style="list-style-type: none"> • a mapping tool which shall enable inventory fields to be mapped to a file; • a browse button to locate the file; • validation of the file prior to import (invalid files shall not be imported, and an error message shall be presented); • validation of file contents including the transponder ID based on valid CTOC issued facility codes and • feedback of successful processing by indicating the number of records updated and unsuccessful updates with reason codes.
1113	<p>The Contractor shall provide the capability to enter transponders in bulk by entering the starting and ending numbers in a range, for example upload inventory by scanning the first transponder's barcode and the last transponder's barcode.</p>
1114	<p>The Contractor shall provide the capability to track multiple manufacturer warranties based on manufacturer, transponder type or purchase date.</p>
1115	<p>The Contractor shall provide the capability to track customer warranties based on transponder type or purchase date.</p>
1116	<p>The Contractor shall provide the capability to identify transponders to be sold and their sale price.</p>
1117	<p>The Contractor shall provide the capability to track individual transponders by location at end of day, including but not limited to:</p> <ul style="list-style-type: none"> • WIC; • in transit between customer service locations; • at one of multiple individual CSRs; • assigned to an account; • shipping/receiving locations; • returned to manufacturer and • disposed.
1118	<p>Ensure individual transponders are only in a single location at any one time.</p>
1119	<p>The Contractor shall provide the capability to restrict transitions among various inventory item locations, for example, transponders in the "assigned to CSR" location cannot go to the "return to manufacturer" location; it can only go to "inventory" location or "account" location.</p>

1120	<p>The Contractor shall provide the capability to assign an inventory status to each individual transponder, including but not limited to:</p> <ul style="list-style-type: none"> • on order; • received; • tested and ready for issuance; • active; • inactive; • deactivated; • lost; • stolen; • returned; • awaiting cleaning and testing for reissue; • disposal; • damaged; • defective and • end-of-life.
1121	<p>The Contractor shall provide the capability to change the status for an individual transponder either manually or automatically.</p>
1122	<p>The Contractor shall provide the capability to set a separate restock threshold for all inventory locations.</p>
1123	<p>The Contractor shall provide the capability to set and maintain the transponder reorder thresholds and ranges for all relevant parameters related to transponder quantity levels and lead-time requirements for replenishment by manufacturer.</p>
1124	<p>The Contractor shall provide the capability to send an Operational Alert Notifications(s) before the transponder reorder (from the manufacturer) thresholds are reached. The Alert level can be a percent (Configurable) or number (Configurable) above the re-order threshold.</p>
1125	<p>The Contractor shall provide the capability to audit the physical inventory at intervals (Configurable) and record the results of the audit.</p>
1126	<p>The Contractor shall provide the capability to test transponders to ensure they are correctly programmed and that the external barcode is correctly correlated to the internal programming.</p>

1.11.2. Transponder Ordering

The Authority will place transponder orders directly with the transponder manufacturer or request that the Contractor place the order directly. Regardless of the method, the creation of the order shall happen within the BOS which allows the purchase order to be recorded, and the order to be tracked, received and loaded into inventory in a manner which reduces manual entry and potential errors. A hard copy document shall be generated and shall be part of an order receiving package to verify receipt and close out the purchase order that was generated by a separate system that is not part of this procurement.

1127	The Contractor shall provide the capability to create transponder orders within the BOS, both for orders placed directly by the Contractor and orders placed directly by the Authority.
1128	The Contractor shall provide the capability to change the status of the order and track the order once the associated purchase order has been placed.
1129	The Contractor shall provide the capability to receive the inventory into the BOS.
1130	The Contractor shall provide the capability to enter information when receiving transponders, including but not limited to:
	<ul style="list-style-type: none"> • verification of delivery of each line item;
	<ul style="list-style-type: none"> • verification of quantities for each line item;
	<ul style="list-style-type: none"> • actual quantity received if it does not match quantity ordered;
	<ul style="list-style-type: none"> • name of person receiving inventory;
	<ul style="list-style-type: none"> • location received;
	<ul style="list-style-type: none"> • date received and
1131	<ul style="list-style-type: none"> • comments.
	The Contractor shall provide the capability to generate a transponder receiving document, including but not limited to:
	<ul style="list-style-type: none"> • items ordered;
	<ul style="list-style-type: none"> • item received;
	<ul style="list-style-type: none"> • quantities ordered;
	<ul style="list-style-type: none"> • quantities received;
	<ul style="list-style-type: none"> • manufacturer or supplier information;
	<ul style="list-style-type: none"> • received by name;
<ul style="list-style-type: none"> • location received and 	
<ul style="list-style-type: none"> • date received. 	

1132	The Contractor shall provide the capability to make adjustments if the shipment received does not match the original order and track backorders and partial shipments.
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1.11.3. Inventory Fulfillment

Transponders are assigned to customers via inventory Fulfillment. Orders can be fulfilled at the same time the order is placed in a WIC. When inventory is ordered online or by phone, the order is fulfilled in the order received.

1133	The Contractor shall provide the capability to create transponder orders either at the time of account creation or when individual requests are initiated subsequent to account creation.
1134	The Contractor shall provide the capability to fulfill transponder orders.
1135	The Contractor shall provide the capability to present transponder Fulfillment requests for Fulfillment in the order received.
1136	The Contractor shall provide the capability to create a transponder sale transaction when inventory order is fulfilled including but not limited to: <ul style="list-style-type: none"> • full price sale; • warranty sale; • sale at no cost (replacement) and • discount sale (promos and coupons).
1137	The Contractor shall provide the capability to assign multiple types of transponders to an account and associate the transponder numbers to the account.
1138	The Contractor shall provide the capability to reassign inventory items from one account to another.
1139	The Contractor shall provide the capability to replace an existing individual transponder on an account with a different transponder.
1140	The Contractor shall provide the capability to issue individual transponders to customers via mail and at WICs.
1141	The Contractor shall provide the capability to distinguish orders for first time customers separate from existing customers in case additional literature is to be included with the order for new or existing customers only (such as a welcome package).
1142	The Contractor shall provide the capability for transponders delivered by USPS to be activated 24 hours after shipment.
1143	The Contractor shall provide the capability to automatically recognize vehicles with metal oxide windshields by use of a list the Contractor maintains and automatically issue an exterior tag at time of account opening, vehicle addition or transponder request.
1144	The Contractor shall provide the capability to automatically recognize motorcycles by their license plate configuration or information provided by the customer and issue them an exterior transponder at the time of Account opening, vehicle addition or transponder request.

1145	The Contractor shall issue a sticker tag (interior or exterior) for every plate listed on the account unless the customer identifies that the vehicle will only be used on a short-term basis, such as rental cars.
1146	The Contractor shall provide the capability to track customer transponder orders as a single order regardless of the number of items requested. For example, if a customer wants one bumper-mount transponder and two switchable transponders, that order shall be a single customer transponder order.
1147	The Contractor shall provide the capability for transponder orders to be searched, for order(s) that meet specified criteria, which can then be viewed, immediately fulfilled, modified or canceled.
1148	The Contractor shall provide the capability to make modifications to the transponder orders prior to fulfilling them. For example, a CSR may need to change the transponder type because the customer's vehicle requires an externally mounted transponder (bumper mount), or add another transponder to the order based on a customer request.
1149	The Contractor shall provide a single customer Fulfillment receipt detailing the entire order. This receipt shall show the vehicle license plate number(s), type, Jurisdiction, make, model, color, transponder(s) or other inventory item(s) quantities, backordered quantities, sale or lease amounts, payment amount and any associated Account Plan(s), if applicable, for each transponder included in that order.
1150	The Contractor shall provide the capability to generate a mailing label or print directly on the mailing envelope when fulfilling inventory orders by mail.
1151	<p>The Contractor shall provide the capability to batch transponder distribution to improve the efficiency of the order Fulfillment process, including but not limited to:</p> <ul style="list-style-type: none"> • identify open transponder orders and assign transponders to the accounts automatically; • create batches by transponder type and order type (new, replacement or additional); • transmit data to the mailing services to generate mailing labels by batch; • print transponder receipts; • track the mailing of transponders to customers and • Batch by zip code for the purposes of receiving bulk mailing discounts.
1152	The Contractor shall provide the capability to perform a quality check of the transponder mailing packages before they are mailed to the customers.
1153	The Contractor shall provide the capability for transponder receipts to be provided to the customer when the Fulfillment takes place in person.
1154	The Contractor shall provide the capability to notify the customer that a transponder(s) has been placed in the mail.
1155	The Contractor shall provide the capability to activate transponders when they are assigned to the account or with a configurable delay in days when mailed.
1156	The Contractor shall provide the capability to return transponders to stock and update the order, if applicable while preserving full traceability. For example, if a transponder comes

	back in returned mail, the BOS shall retain the history of the account that the transponder was added to and that the transponder came back undeliverable.
1157	The Contractor shall provide the capability to issue more than one transponder type per vehicle.
1158	The Contractor shall provide the capability to ask the customer if they will need a switchable transponder for carpooling.
1159	The Contractor shall provide the capability to provide the amount due for transponders and allow the customer to override the transponder order.
1160	The Contractor shall provide the capability to guide the customer through the transponder type and quantity: sticker for every car, external for problem vehicles and motorcycles, switchable for carpoolers.
1161	The Contractor shall provide the capability to flag a sticker transponder in an eligible CAV after configurable # of reads of the vehicle with the authorized eligible CAV plate.
1162	The Contractor shall provide the capability to flag a sticker transponder in a disabled plate vehicle after a number of Configurable reads in the vehicle with the authorized plate.
1163	The Contractor shall provide the capability to provide replacement transponders and calculate the amount due, if any, and restart the vehicle to tag association for eligible CAV and other Special Access Plan vehicles according to the Business Rules.

1.11.4. Transponder Inventory Recycling

The Contractor will test returned transponders and return to usable inventory those that meet the Business Rules.

1164	The Contractor shall provide the capability to process returned transponders back into the BOS for reissue when the transponders appears to be in good condition and has not reached the end of its useful life.
1165	The Contractor shall receive and return to inventory and issue the customer a credit according to the Business Rules.
1166	The Contractor shall provide the capability to assign returned transponders identified as being re-issuable to a box for tracking and reissue purposes.

1.11.5. Transponder Testing

Transponders shall be tested at multiple times in the lifecycle because transponders that are defective or not functioning reliably cause problems for the customers and the Authority and increase costs. The equipment required for testing of transponder will be provided by the Authority.

1167	The Contractor shall provide the capability to test transponders using the transponder reader/tester.
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1.11.6. Transponder Warranty Replacement for the Customer

Functionality will be required to support customer warranty returns and replacements.

1168	The Contractor shall develop transponder replacement Business Rules based on the transponder type, account type and age of the transponder.
1169	The Contractor shall provide the capability for a customer to request a replacement transponder by all communication channels and at the WIC.
1170	The Contractor shall provide the capability to create a Case for each replacement request initiated by the customer.
1171	The Contractor shall provide the capability for customers to return their old transponder to a WIC and receive a replacement transponder or credit to their account immediately according to Business Rules.
1172	The Contractor shall provide the capability for customers to return transponders to the Authority and receive a refund of the purchase price if the transponder is defective or unused within a Configurable time period.
1173	The Contractor shall provide the capability to send the customer a self-addressed return envelope to send the old transponder(s) back if the customer contacts the BOS via all communications channels to return a transponder(s).
1174	The Contractor shall provide the capability to send a replacement transponder to the customer upon the receipt of a replacement request.
1175	The Contractor shall provide the capability to track the return of the old transponder and update the account upon the successful receipt of the old transponder.
1176	The Contractor shall provide the capability to generate Alerts if an account has more than a number (Configurable) of replacement claims.

1.11.7. Inventory Warranty and Returns to Manufacturer

1177	The Contractor shall provide the capability to enter, modify and delete transponder manufacturer information, including but not limited to:
	<ul style="list-style-type: none"> • name;
	<ul style="list-style-type: none"> • contact person;
	<ul style="list-style-type: none"> • full address;
	<ul style="list-style-type: none"> • phone numbers;
	<ul style="list-style-type: none"> • rules for returns and
	<ul style="list-style-type: none"> • minimum number of transponders per return shipment.
1178	The Contractor shall provide the capability to create a Return to Manufacturer (RMA) number and associated packing list by manufacturer for each RMA shipment.
1179	The Contractor shall provide the capability for the opening, tracking and closing of RMA shipments by RMA number.
1180	The Contractor shall provide the capability to add or remove specific items from an RMA shipment.
1181	The Contractor shall provide the capability to track warranty payment or replacement transponders due from the manufacturer for returns under warranty.

1182	The Contractor shall provide the capability to pro-rate the warranty period of the returned transponder based on the warranty left on the transponder identified for warranty return.
1183	The Contractor shall provide the capability to accept a spreadsheet that maps old transponders to the new transponders in order to identify the remaining warranty.

1.12. Customer Portals

The Authority will be responsible for the Self-Service Website with exception of the “my account” section, which is the responsibility of the Contractor.

Customers can obtain access to their accounts via customer portals which include the Self-Service Website and the Self-Service Mobile Application (Phase II and optional). These customer portals provide access to real-time account data. The Self-Service Website allows customers to establish accounts, manage their accounts and manage Violations.

1.12.1. Self-Service Website

1184	The Contractor shall have experienced internal resources and/or partners with significant, demonstrable Self-Service Website development expertise in using the latest frameworks, tools, navigation and look and feel to optimize the customer experience.
1185	The Self-Service Website shall have a sophisticated, standards-driven, front-end framework that is device and browser agnostic, and is completely responsive to all mobile devices.
1186	The Contractor’s solution shall facilitate the use of single code bases that can be delivered across platforms and devices and streamline the primary and Regression Testing required when deploying Software updates and Enhancements.
1187	The Contractor shall be responsible for the “my account” portion of the Self-Service Website only. The Contractor shall be responsible for hosting the entire Self-Service Website including Authority controlled content.
1188	The Contractor shall provide the capability for the Authority’s designated users to access and update Authority provided content to static pages in accordance with Approved change management procedures.
1189	The Contractor shall use the header/footer provided by the Authority and the Contractor shall be responsible for formatting header/footer in accordance to the Authority portion of the website, including all further updates, Upgrades and Enhancements to the application.
1190	The Contractor shall provide a secure Self-Service Website in English and Spanish and all external Interface portals, that shall be compatible with the versions most utilized by the public and future version releases of the following browsers, including but not limited to:
	<ul style="list-style-type: none"> • Microsoft Internet Explorer;
	<ul style="list-style-type: none"> • Microsoft Edge Browser;
	<ul style="list-style-type: none"> • Mozilla Firefox;
	<ul style="list-style-type: none"> • Google Chrome;
	<ul style="list-style-type: none"> • Apple Safari;

	<ul style="list-style-type: none"> • any other browser reaching five percent market penetration, as Approved by the Authority and
	<ul style="list-style-type: none"> • smartphone/tablet/mobile browsers.
1191	The Contractor shall provide the capability for customers to perform all actions or get information they might ask of a CSR on the Self-Service Website, with certain exceptions based on following a process requiring a specific user role, interaction with a CSR or due to security concerns.
1192	The Contractor shall provide the capability for customers to view, export and print all statements
1193	The Contractor shall provide capability for a customer to search the website for key words or key phrases.
1194	The Contractor shall provide quick links to most frequently used pages
1195	The Contractor shall provide Web navigation optimized for speed regardless of the Web browser used on the secure Self-Service Website.
1196	The Contractor shall provide the capability to support the expiration of cookies.
1197	Detect and advise users of the Self-Service Website if the browser used is old or not supported.
1198	The Contractor shall provide a Self-Service Website accessible on a range of mobile devices, irrespective of differences in presentation capabilities and access mechanisms, including but not limited to smartphones and tablet computers.
1199	The Contractor shall provide a Self-Service Website that paginates content in various ways corresponding to differences in viewing device characteristics. The navigation structure of the site, and its technical realization shall vary according to the device class being served.
1200	The Contractor shall provide a Self-Service Website that supports the latest versions of mobile operating systems, including but not limited to: <ul style="list-style-type: none"> • Apple iOS; • Android Web operating system; • Windows Phone operating system and • any other browser reaching five percent market penetration, as Approved by the Authority.
1201	The Contractor shall provide a Self-Service Website that supports the latest versions of mobile browsers, including but not limited to: <ul style="list-style-type: none"> • Safari; • Google Chrome and • any other browser reaching five percent market penetration, as Approved by the Authority.
1202	The Contractor shall provide Self-Service Website and Self-Service Mobile Application (Phase II and optional) analytics tools that supports all required browsers for the measurement, collection, analysis and reporting of internet data for purposes of

	<p>understanding and monitoring performance, optimizing website usage, business and market research and to assess and improve the effectiveness of the Self-Service Website. The Web analytics tools shall track all usage on the Self-Service Website including but not limited to:</p> <ul style="list-style-type: none"> • number of individual hits by screen; • number of specific activities performed; • number of page views; • number of repeat visitors versus new visitors; • bounce rate; • abandonment rate; • usage reports, for example click-through and navigation reports that monitor efficiency in navigation; • continual monitoring of total time to load the website; • continual monitoring of website page load times; • continual monitoring of individual element load times; • continual monitoring of login availability and • continual monitoring of overall application availability.
1203	The Self-Service Website and Self-Service Mobile Application (Phase II and optional) analytics tools shall be integrated with the PMMS for notification of performance issues.
1204	The Self-Service Website and Self-Service Mobile Application (Phase II and optional) shall provide Configurable real-time reporting for all services monitored and data collected.
1205	The Contractor shall provide a Self-Service Website that supports the addition of sponsored advertisements Approved by the Authority.

1.12.1.1. Account Access and Security

1206	The Contractor shall provide the capability to control the features and capabilities available to customers based on the account type.
1207	The Contractor shall provide the capability for a customer to select a PIN upon account establishment.
1208	<p>The Contractor shall provide the capability for a customer to create a username and password upon account establishment.</p> <ul style="list-style-type: none"> • The web server shall support username and password strength requirements as determined during the Implementation Phase and documented in the Business Rules and • the web server shall support two-factor authentication and provide user configurability to enable or disable.

1209	The Contractor shall provide the capability for a user account session time out after a period of inactivity (Configurable).
1210	The Contractor shall provide the capability for an Authorized User to set, based on user-role, the length of inactivity time before a session time out.
1211	Prevent customers from accessing the BOS after a number of failed login attempts (Configurable) within an amount of time (Configurable) and send an Alert message to the PMMS.
1212	The Contractor shall provide the capability for the BOS to automatically reset the customers' access to the BOS after a Configurable amount of time has elapsed since the last unsuccessful login attempt.
1213	The Contractor shall provide the capability for Authorized Users to reset the customer's access to the BOS after the customer's access has been locked due to unsuccessful log on attempts.
1214	The Contractor shall provide the secure capability, without Authorized User interaction, for customers to gain online access to their existing account(s) when they have forgotten their username and/or password. Data necessary to gain online access shall differ depending on account type.
1215	The Contractor shall provide the capability to upon the first logon require the user to complete up to five (5) security challenge questions and answers for use in future account access.
1216	The Contractor shall provide the capability to reset the PIN.
1217	The Contractor shall provide the capability to reset the password with requirements for password strength and reuse of previous password restrictions.
1218	The Contractor shall provide the capability to change username.
1219	The Contractor shall provide the capability to manage (add/delete/modify) security questions.

1.12.1.2. Account Establishment and Maintenance

1220	The Contractor shall provide an account creation process that logically leads a customer via the Self-Service Website through all of the necessary steps to create an account including, but not limited to:
	• Account type;
	• Account plan;
	• Name (primary and secondary);
	• Contact information (billing and shipping);
	• Email address;
	• Vehicle information;
	• Transponder requests;
	• Payment information;

	<ul style="list-style-type: none"> • Statement and correspondence method of delivery; • Opt-in for various communications (texts, e-blasts, statements. marketing) and • Opt-in for customer survey.
1221	The Contractor shall provide the capability for a customer with an unregistered account to open a registered account without having to enter the name, address or vehicle information including the vehicle effective date equal to the first Violation transactions. The customer shall be able to make a single payment for the Violation amount due and the account establishment amount.
1222	The Contractor shall provide on-screen guidance to the customer via the Self-Service Website during the account creation process regarding missing or improperly formatted information. The customer shall not be able to move to the next step until the required information is provided in the appropriate format and the proper action shall be clearly identified.
1223	The Contractor shall provide the capability when opening a new account to automatically identify other account(s) associated with that account name or address and create a Case to allow a CSR to determine whether or not the account is a duplicate.
1224	The Contractor shall provide the capability for the selection of account type and account preferences during the establishment of an account based on anticipated usage and other requirements.
1225	The Contractor shall provide the capability, when adding contact information, to assist the customer by requiring zip code be entered first, then providing a pre-populated city and stat. Upon entry of a street address, the BOS should populate options for selection in the USPS standardized address format.
1226	Require that the Authority's terms and conditions and privacy policy are acknowledged and a record of that acknowledgment saved in the BOS prior to establishing an account.
1227	The Contractor shall provide the capability for customers to set and modify preferred communication channels.
1228	The Contractor shall provide the capability for the customer to update all information on their account.
1229	The Contractor shall provide the capability to require a customer to accept revised account terms and conditions and privacy policy upon log in if a change is made to the account terms and conditions or privacy policy.
1230	The Contractor shall provide the capability for electronic email address confirmation during the account creation process. For example, an email is sent to the email address provided with a link by which the customer can confirm they have control of the account. Upon validation, the BOS shall allow for the account creation process to be completed.
1231	The Contractor shall provide the capability for any subsequent additional email addresses added, to perform the email address validation process prior to finalizing the entry on the account. A message shall be displayed indicating the email address shall not be added until the validation process is complete.

1232	The Contractor shall provide the capability for sending an account summary/profile to the customer upon a successful account creation process. The account summary/profile shall also be provided in a printer-friendly format.
1233	The Contractor shall provide the capability for customers to specify “how did you hear about us?” during the account creation process.
1234	The Contractor shall provide the capability for customers to be asked a series of marketing questions (Configurable).
1235	The Contractor shall provide customers with a running amount due (details and summary) as they proceed through the account set-up process including but not limited to: <ul style="list-style-type: none"> • account fee at time of account establishment; • prepaid balance amount; • transponder cost amount and • Violation amounts.
1236	The Contractor shall provide the capability for a customer to close his/her Registered account.

1.12.1.3. Payment Processing

To provide a customer experience that is intuitive, efficient and meets the needs of a self-service oriented customer, the BOS must provide a well-designed and logical customer self-service payment setup and management process

1237	The Contractor shall provide the capability to determine the payment methods available (Configurable) based on account type.
1238	The Contractor shall provide the capability for the manual replenishment (via existing payment methods on the account) of Registered accounts.
1239	The Contractor shall provide the capability for the customer to set up an automated recurring replenishment via credit card and ACH.
1240	The Contractor shall provide the capability for violators to view the images (in compliance with PII requirements) associated with the Notice of Toll Evasion Violation and Notice of Delinquent Toll Evasion Violation and make payments or initiate a dispute by entering the pertinent dispute information.
1241	The Contractor shall provide the capability to automatically create a Case and populate it with all pertinent information when a violator disputes a Notice of Toll Evasion Violation and Notice of Delinquent Toll Evasion Violation.
1242	The Contractor shall provide the capability for the violator to upload file(s) supporting the dispute and automatically associate those files to the Case.
1243	The Contractor shall provide the capability for violators to make a payment and have it applied towards a specific item on the account or the entire balance due, for example Violation Notices, penalties and fees.

1244	The Contractor shall provide the capability to Configure whether or not to allow partial payments for Violation-related activity.
1245	The Contractor shall provide the capability to allow for the payment of Violations and an account replenishment with one payment.
1246	The Contractor shall provide the capability for a customer to intuitively and efficiently add the violating license plate/vehicle to an account, for which they have login access, and have the BOS verify to the customer that the license plate has been added and the transactions/trips have Posted. Provide the capability to notify the customer of any fees and assess those fees to the account in accordance with the Business Rules. If the transactions/trips cannot post to the account or the license plate cannot be added, in real time the BOS shall notify the customer of the issue and ask the customer to contact the CSC.
1247	The Contractor shall provide the capability, in accordance with the Business Rules, for a customer to intuitively and efficiently establish an account via a “sinner to saint” process offered to violators that meet certain criteria. The BOS shall verify that the account has been created, the license plate/vehicle has been added and transactions/trips have Posted. Provide the capability to notify the customer of any fees and assess those fees to the account in accordance with the Business Rules. If the transactions/trips cannot Post to the account or the license plate/vehicle cannot be added, in real time the BOS shall notify the customer of the issue and ask the customer to contact the CSC.
1248	The Contractor shall provide the capability that once a Violation transaction/trip is transferred to an account, all other eligible Violations automatically transfer to the account in Accordance with the Business Rules.
1249	The Contractor shall provide the capability during the Violation payment process to notify Interoperable/CTOC Agency customers of the process and time constraints for updating their account to allow for the Posting of the transactions/trips to their account through the Interoperable/CTOC Agency.
1250	The Contractor shall provide the capability to allow for a primary and secondary credit card and provide a processing sequence for when to process each or let the customer select via the website for a one-time payment.
1251	The Contractor shall provide the capability for Violation transaction/trip payments using only the license plate number, plate type, Jurisdiction and/or other information (Configurable and based on Business Rules) for authentication.
1252	The Contractor shall provide the capability to prevent customers from making payments in excess of a Configurable amount based on account type.
1253	The Contractor shall provide the capability to configure whether or not customers are allowed to make payments to their accounts for amounts in collections.
1254	The Contractor shall provide the capability to display a confirmation page that includes payment method details (Credit Card numbers obscured) and amount to be paid prior to customer being allowed to submit a payment.
1255	The Contractor shall provide a clear summary of charges to be processed and require customer confirmation prior to processing payment.

1.12.1.4. Vehicles, License Plates and Transponders

1256	The Contractor shall provide the capability for customers to request and pay (sale) for new transponders.
1257	The Contractor shall provide the capability for the customer to request a replacement transponder indicating which transponder is being replaced and the BOS should automatically determine the age of the transponder to determine if there is a charge for the replacement according to the business rules.
1258	The Contractor shall provide the recommended number and types of transponders in accordance with the customer request and the Business Rules.
1259	The Contractor shall provide the capability to identify vehicles which require an external transponder and flag them for an external headlamp transponder.
1260	The Contractor shall provide the capability for customers to deactivate a transponder.
1261	The Contractor shall provide the capability to allow for the deactivation of a transponder and reactivation of a transponder.
1262	The Contractor shall provide the capability for customers to add, delete and update a beginning and end date/time for a specific vehicle and license plate at the account level. For example, a customer may wish to add a vehicle on the account for a limited amount of time.
1263	The Contractor shall provide the capability to identify temporary plates and include the expiration date for use in reminding the customer to provide the permanent plate. The temporary plate and permanent plate shall be properly linked with the vehicle and account to facilitate proper System processing and customer service.
1264	The Contractor shall provide the capability for customers to add a license plate number to an account with a back dated start date and time. The allowable back date period shall be configurable. Upon back dating provide the customer with the amount due allowing for a one-time payment for the amount due or payment from the prepaid balance.
1265	The Contractor shall provide the capability for customers to add, delete and manage vehicles.
1266	The Contractor shall provide drop down lists of vehicle makes and models.
1267	The Contractor shall provide the capability to inform the customer at the time of addition if a vehicle plate is active on another account and have them confirm that they want to continue with the addition.
1268	The Contractor shall provide the capability to identify motorcycle vehicle plates using the DMV plate configuration and flag them for an external headlamp transponder.
1269	The Contractor shall provide the capability to allow the customer to indicate a disabled plate or disabled veteran plate and upload the required supporting documentation and flagging the account for approval by a CSR.
1270	The Contractor shall provide the capability to identify qualified clean air vehicles through the DMV file or customer provided documentation through a document upload and flag for clean air vehicle validation.
1271	The Contractor shall provide the capability (Configurable) for customers to upload a file with vehicles and associated information, using an intuitive and user-friendly process that

	<p>supports multiple data formats, for example delimiter-separated data or Excel. Functionality shall include but not be limited to:</p> <ul style="list-style-type: none"> • a browse button to locate the file; • validation of the file prior to import (invalid files shall not be imported, and an error message shall be presented); • on-screen feedback of successful processing by indicating the number of vehicles imported and • send email Notification of successful import.
1272	The Contractor shall provide a downloadable sample vehicle file and data definition document with instructions for each supported format.
1273	The Contractor shall provide detailed instructions regarding the process to upload vehicle information.
1274	<p>The Contractor shall provide the capability to automatically identify account(s) associated with a license plate being added to an account, including but not limited to:</p> <ul style="list-style-type: none"> • violator account with unresolved Violations; • accounts in bad standing; • accounts closed in bad standing; • accounts with debt in collections; • accounts in bankruptcy and • accounts where the license plate is active on another account.
1275	The Contractor shall provide the capability to either (determined during design) automatically initiate a Case and direct the customer to call the CSC or get a warning and allow the customer to proceed when the license plate they are attempting to add to their account is active on another account, other than a rental car account.

1.12.1.5. Notifications

1276	The Contractor shall provide the capability for customers to log in, view and print the Notifications associated with their account.
1277	The Contractor shall provide the capability for customers to view and print past account statements or invoices, or to generate an on-demand account statement or invoice (in both PDF or CSV formats), based on selection criteria for all account types.
1278	The Contractor shall provide the capability for violators to view and print Violation Notices including all associated Violation images.
1279	The Contractor shall provide the capability to access Violation Notices, citations and/or collection letters associated with Unregistered accounts and make payments. These documents can be accessed by the violator using the vehicle license plate number and Jurisdiction and the violator account number (or other information to be defined during the Implementation Phase).

1280	The Contractor shall provide the capability upon logging into the account, provide the customer with customized special messages regarding their account such as credit card expired, payment declined, temp plate expired, pay by plates occurring on a specific vehicle.
1281	The Contractor shall provide the capability to display Notifications (Configurable), including but not limited to:
	• allowable Flags related to the account;
	• transponder in certain status, for example, lost or stolen;
	• dispute status;
	• payments and
	• other information which the Authority wants presented to the customers and other website visitors.

1.12.1.6. Website – Other Functionality

1282	The Contractor shall provide the capability to view transactions history and associated vehicle images for each Image-Based Transaction/Trip. The Contractor shall properly address PII compliance during design.
1283	The Contractor shall provide the capability to initiate disputes.
1284	The Contractor shall provide the capability for a customer to upload a file, including pdf, all Microsoft Excel and Word files, text files, all types of image files and csv files, and have it associated to the account and Case, if applicable. Such uploads shall be structured within a specific process where a category can be assigned and a Case opened for an Authorized User to verify, for example additional evidence for a dispute, or police report for a stolen vehicle.
1285	The Contractor shall provide the capability to limit the types of transactions, screens and activities customers can access via the Self-Service Website based on account type, including but not limited to:
	• account Flags;
	• account balance;
	• account status;
	• based on Security Standards and PII and
	• based on Business Rules.
1286	The Contractor shall provide the capability to automatically create a contact record in the account history for contacts made via the Self-Service Website.
1287	The Contractor shall provide the capability for customers to enroll in various Account Plans.
1288	The Contractor shall provide the capability for customers to enter promotion codes on their accounts.
1289	The Contractor shall provide the capability for customers to set “opt in” and “opt out” options for certain Notification types, including but not limited to:
	• statements;

	<ul style="list-style-type: none"> • account -related Notifications;
	<ul style="list-style-type: none"> • texts;
	<ul style="list-style-type: none"> • marketing/newsletters and
	<ul style="list-style-type: none"> • customer surveys.
1290	The Contractor shall provide the capability for customers to enter requests or customer feedback and add a feedback category via drop-down menu options.
1291	The Contractor shall provide the capability to open a Case.
1292	The Contractor shall provide the capability to create Cases for customer requests including but not limited to:
	<ul style="list-style-type: none"> • requests for new accounts;
	<ul style="list-style-type: none"> • toll charges to their account;
	<ul style="list-style-type: none"> • general customer requests via “contact us”;
	<ul style="list-style-type: none"> • inventory requests;
	<ul style="list-style-type: none"> • disputes and
	<ul style="list-style-type: none"> • request for call back.
1293	The Contractor shall provide the capability to view Case(s) associated with the account.
1294	The Contractor shall provide secure chat capabilities where account holders can exchange messages with an Authorized User.
1295	The Contractor shall provide page(s) for information on hours of operation and locations for WICs.
1296	The Contractor shall provide page(s) for information on hours of operation and phone numbers for the CSC.
1297	The Contractor shall provide page(s) for general information about tolls and toll collection.

1.12.2. Self-Service Mobile Application (Phase II and Optional)

The Contractor shall provide a Self-Service Mobile Application.

1298	The Contractor shall provide a Self-Service Mobile Application specifically designed to operate with smartphones and tablets.
1299	The Contractor shall provide the capability to access the native functionality of the mobile device to provide enhanced account management and payment functionality. For example, access to the camera or to mobile payment options.
1300	The Self-Service Mobile Application shall provide the same functionality and informational pages as the Self-Service Website, including but not limited to:
	<ul style="list-style-type: none"> • all account update functions;
	<ul style="list-style-type: none"> • all account transaction, payment and other history;

	<ul style="list-style-type: none"> • all payment functionality;
	<ul style="list-style-type: none"> • all notification functionality;
	<ul style="list-style-type: none"> • all transponder management functionality;
	<ul style="list-style-type: none"> • informational pages and
	<ul style="list-style-type: none"> • other functionality determined during the Implementation Phase.
1301	The Contractor shall provide native mobile application capabilities on the Self-Service Mobile Application, including but not limited to: <ul style="list-style-type: none"> • push Notifications and • location-based Services.
1302	The Self-Service Mobile Application shall provide access to the top five (5) United States mobile payment applications, as Approved by the Authority's, that require access to device specific functions.
1303	The Contractor shall provide the capability for processing of all potential payments as well as account replenishment via the implemented mobile payment applications.
1304	The Contractor shall provide a Self-Service Mobile Application that supports the addition of sponsored ads Approved by the Authority.

1.13. Customer Contact Systems

1.13.1. Telephony Systems Requirements

The Contractor is required to provide, operate and maintain the telephony system at all CSC and WIC locations (with the exception of the OCTA Store WIC).

1305	The Contractor shall provide a telephony system including an automated call distributor (ACD) that is fully integrated with the BOS for capable of simultaneously handling inbound/outbound customer calls, all CSC Operations calls and on-site BOS personnel internal calls. The telephony system shall be capable of meeting all current and future capacity Requirements.
1306	The telephony system shall meet all future capacity requirements.
1307	The Contractor shall provide a telephony system meeting the following, including but not limited to: <ul style="list-style-type: none"> • fully integrated with the functional BOS; • fully integrated into the Desktop Environment; • fully integrated into all CSC Operations facilities and • supports all related functional Requirements contained herein.
1308	The Contractor shall provide a telephony system which is designed to meet the Performance Measures and availability Requirements.

1309	The Contractor shall provide sufficient Session Initiation Protocol (SIP), or equivalent, to support 200 percent of the anticipated call volumes.
1310	The Contractor shall provide a real-time telephony dashboard that allows the Authority and CSC management to monitor the call handling performance.
1311	The Contractor shall provide full integration between the telephony system and the BOS, including but not limited to: <ul style="list-style-type: none"> • association of all customer inbound/outbound calls with the account; • association of detail regarding the customer contact with the account, for example, wrap codes and ad-hoc Authorized User entered information and • the availability, via the BOS application account screens, of all customer contact records.
1312	The Contractor shall provide the capability for the telephony system to be trained to identify key words/phrases and notify an Authorized Users in real-time or upon request.
1313	The Contractor shall provide an integrated CSR quality review functionality such that the reviewer can listen to the call, watch the recorded screen movements and score the call against the configured criteria.
1314	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the call.
1315	The Contractor shall provide the capability for Authorized Users to add/delete/modify survey questions for an after-call survey.
1316	The Contractor shall provide the capability for the telephony system to provide a survey for the customers after the call.
1317	The Contractor shall provide the capability for Authorized Users to obtain the results of the after-call survey.
1318	The Contractor shall provide the capability to allow a supervisor to monitor or participate in real time the phone conversations between the CSR and the customer and view CSR screen navigations, including but not limited to: <ul style="list-style-type: none"> • just listen; • listen and talk only to CSR (coach) and • participate in a three-way call with the customer.
1319	The Contractor shall provide the capability for the Authority to remotely and non-intrusively monitor live calls.
1320	The Contractor shall provide the capability for the Authority to remotely review all recorded calls randomly or specifically categorized by, including but not limited to: <ul style="list-style-type: none"> • CSR; • call subject; • specific customer account; • call date/time;

	<ul style="list-style-type: none"> • escalation and
	<ul style="list-style-type: none"> • customer behavior.
1321	The Contractor shall provide the capability for English and Spanish language options.
1322	The Contractor shall provide automated call routing based on customer selections. For example, if the customer selects the Spanish language option and then wishes to pay a Violation Notice, the call is sent to a Spanish-speaking CSR with the ability to accept payments.
1323	The Contractor shall provide automated call distribution, including conditional routing to qualified Authorized Users.
1324	The Contractor shall provide for call routing based on conditions, including but not limited to:
	<ul style="list-style-type: none"> • time of day;
	<ul style="list-style-type: none"> • day of week;
	<ul style="list-style-type: none"> • Holiday schedule;
	<ul style="list-style-type: none"> • planned outage;
	<ul style="list-style-type: none"> • wait times (Configurable) and
	<ul style="list-style-type: none"> • call volumes (Configurable).
1325	The Contractor shall provide the capability for Authorized Users to configure the relevant parameters related to call handling, including but not limited to:
	<ul style="list-style-type: none"> • service levels;
	<ul style="list-style-type: none"> • skill levels;
	<ul style="list-style-type: none"> • language selection;
	<ul style="list-style-type: none"> • phone number and hours of operation for contact center;
	<ul style="list-style-type: none"> • locations of WICs;
	<ul style="list-style-type: none"> • remote/other call handling locations;
	<ul style="list-style-type: none"> • conditional escalations;
	<ul style="list-style-type: none"> • prioritization of queues;
	<ul style="list-style-type: none"> • call routing rules;
	<ul style="list-style-type: none"> • call recording rules;
	<ul style="list-style-type: none"> • call wait-time rules;
	<ul style="list-style-type: none"> • music on hold selections and
	<ul style="list-style-type: none"> • message on hold selections.
1326	The Contractor shall provide the capability to specify and manage service levels.
1327	The Contractor shall provide the capability to notify Authorized Users regarding service level performance.

1328	The Contractor shall provide the capability to automatically move contacts between service groups to meet service levels and key performance indicators.
1329	The Contractor shall provide the capability to prioritize contacts.
1330	The Contractor shall provide the capability to reprioritize contacts in queue.
1331	The Contractor shall provide the capability to restrict outbound calling to only specific users.
1332	The Contractor shall provide the capability to make outbound pre-recorded calls.
1333	The Contractor shall provide the capability to manage outbound call campaigns.
1334	The Contractor shall provide the capability to manually initiate automated outbound calls to accounts that meet specified criteria (for example, initial collections activities based on information provided by the Collections Agencies).
1335	The Contractor shall provide the capability for Authorized Users to be designated for both outbound and inbound calling.
1336	The Contractor shall provide the capability to record and activate new initial messages to be heard by all callers, for example maintenance messages that the IVR is down or that the CSC is closing early.
1337	The Contractor shall provide the capability for virtual queuing, which allows customers to hang up while still keeping their place in the queue and receive a call a back when it is their turn rather than waiting on hold.
1338	The Contractor shall provide the capability to notify callers of the estimated wait time either on hold or for a call back.
1339	The Contractor shall provide expected wait time messages during the time the customer is on hold.
1340	The Contractor shall provide recorded audio while customers are on hold.
1341	The Contractor shall provide the capability to record messages to be played to on-hold customers.
1342	The Contractor shall provide for the interspersing of music for pre-recorded on-hold messages.
1343	The Contractor shall provide computer telephony integration to the BOS to display the user account, including but not limited to: <ul style="list-style-type: none"> • screen pop based on inbound caller ID; • screen pop based on caller-entered information and • screen pop notifying CSR that customer has successfully authenticated.
1344	The Contractor shall provide the capability for all inbound and outbound calls to be recorded.
1345	The Contractor shall provide the capability to prevent recording, transmitting, or storage of Credit Card information within or through the BOS or OCTA network, for example, for the purpose of tokenization, transfer the warm call to the Merchant Service Provider for payment and once payment is completed transfer back to CSR.

1346	The Contractor shall provide workforce management tools, including but not limited to:
	<ul style="list-style-type: none"> • forecasting contact volume based upon historical trends;
	<ul style="list-style-type: none"> • managing key performance indicators;
	<ul style="list-style-type: none"> • dashboard monitoring of key performance indicators;
	<ul style="list-style-type: none"> • real-time reports for monitoring key performance indicators and
1347	The Contractor shall provide supervisory management tools, including but not limited to:
	<ul style="list-style-type: none"> • manage call recording profile by Authorized User;
	<ul style="list-style-type: none"> • chat electronically with Authorized Users;
	<ul style="list-style-type: none"> • silently monitor calls;
	<ul style="list-style-type: none"> • initiate a three-way call;
	<ul style="list-style-type: none"> • remove the Authorized User from the call;
	<ul style="list-style-type: none"> • access real-time agent performance statistics and
1348	The Contractor shall provide the capability for Authorized Users (for example Authority staff) to remotely access real-time and historical performance information, including but not limited to:
	<ul style="list-style-type: none"> • overall customer call queue information;
	<ul style="list-style-type: none"> • all wait time and call handling times;
	<ul style="list-style-type: none"> • specific call queue information, for example, information about only the Spanish queue or the dispute queue;
	<ul style="list-style-type: none"> • chat queue information;
	<ul style="list-style-type: none"> • key performance indicators and
	<ul style="list-style-type: none"> • active Authorized Users.

1.13.2. IVR System

The IVR System allows allow customers to perform all actions that they might ask of a CSR with the exception of certain functions that are specific to the role of an Authorized User, for example adding certain Account Plans or changing the name on an account. The IVR must provide all required functions in both English and Spanish.

1349	The Contractor shall provide sufficient IVR processing capacity to support 200 percent of the anticipated call volumes and shall have the capability to provide additional capacity on-demand.
1350	The Contractor shall provide the capability to configure the IVR System, including but not limited to:

	<ul style="list-style-type: none"> allowable number of failed authorization attempts;
	<ul style="list-style-type: none"> allowable number of invalid responses and
	<ul style="list-style-type: none"> allowable idle time.
1351	The Contractor shall provide the capability to view and configure the phone tree in graphical manner.
1352	The Contractor shall allow for custom IVR messages to be immediately recorded and inserted as needed and requested.
1353	The Contractor shall provide the capability for standard messages to be rotated in the IVR as needed or requested.
1354	The Contractor shall provide the capability for an Authorized User to have role-based access to the system to make all types of common IVR changes.
1355	The Contractor shall provide directed dialog natural language speech recognition for all IVR services, recognizing the customers voice for identity verification, option selections, navigation and customer-provided information such as account information, Violation number, plate number, etc., and for customer accessing of account and all other information provided by the IVR.
1356	Support bi-lingual (English and Spanish) interaction, and the Contractor shall provide the Interface that supports bi-lingual options for customer interaction.
1357	Support various modes of operation, including but not limited to: <ul style="list-style-type: none"> CSC open hours when the IVR and CSR options are available to service the customer; CSC off-hours when only the IVR is available to service the customer and conditions where the BOS is not functional, CSC is not open for operations, but the IVR System is operational.
1358	The Contractor shall provide the capability to verify customer identity and authorization prior to transferring the customer to a CSR. The verification authorization process shall be automated to minimize any delays for the customer.
1359	The Contractor shall provide the capability to pop-up the customer account or Violation information on the BOS screen so the CSR has all the pertinent information available prior to the call being received by the CSR.
1360	The Contractor shall provide for the retention of account number, Violation Notice number or other entered information (excluding any Credit Card information) to be made available to the CSR who takes the call should the customer exit the IVR and wish to speak to a CSR.
1361	The Contractor shall provide the capability for the caller to execute multiple options within the same call, for example return to previous menu and repeat prompt options.
1362	The Contractor shall provide English and Spanish speaking customers the ability to respond to the IVR by pressing designated keypad buttons on their phone or saying a response.
1363	The Contractor shall provide a single IVR recording voice talent per supported language and have consistency in voice volume and intonation throughout the Operations and Maintenance Phases.

1364	The Contractor shall provide the capability to fully integrate with the Merchant Services Provider Credit Card information while maintaining compliance with tokenization and PCI DSS Requirements.
1365	The Contractor shall provide the capability for customers to manage their account.
1366	The Contractor shall provide the capability for customers to access the account using the PIN and one other piece of information, including but not limited to: <ul style="list-style-type: none"> • caller ID (ANI); • account number; • license plate number; • transponder number and • Violation Notice number.
1367	The Contractor shall provide the capability to limit the types of transactions and activities customers can access via the IVR based on account types, including but not limited to: <ul style="list-style-type: none"> • account Flags; • account balance; • account status; • Account Plan; • account type and • Business Rules.
1368	The Contractor shall provide the capability for customers to add, edit and remove Credit Cards associated with the account.
1369	The Contractor shall provide the capability for customers to make a one-time payment to the account.
1370	The Contractor shall provide the capability for customers to enroll in auto replenishment and configure replenishment information.
1371	The Contractor shall provide the capability for customers to make a payment using an existing payment method on the account without having to re-enter the payment method information.
1372	The Contractor shall provide the capability to accept Credit Card payments via tokenized method.
1373	The Contractor shall provide the capability to prevent customers from making payments in excess of an amount based on account type (Configurable).
1374	The IVR shall not store any of the Credit Card information that is input, including in recordings and logs.
1375	The Contractor shall provide detailed tracking of payments processed via the IVR.

1376	The Contractor shall provide an audio summary for the customer, including payment method details (last specific number of digits on the Credit Card) and amount, and request confirmation prior to allowing the customer to submit a payment.
1377	The Contractor shall provide the capability for customers to make a payment and have it applied toward the account balance or a specific item on the account.
1378	The Contractor shall provide the capability for violators to make a payment and have it applied toward a specific item on the account.
1379	The Contractor shall provide the capability for customers to obtain the last “x” number of toll transactions (Configurable).
1380	The Contractor shall provide the capability for customers to obtain the last “x” number of Financial Transactions (Configurable).
1381	The Contractor shall provide the capability for customers to obtain the balance on the account.
1382	The Contractor shall provide the capability for customers to request statements with the option to select the delivery method.
1383	The Contractor shall provide the capability for customers to add, edit and remove vehicles and license plates from the account.
1384	The Contractor shall provide the capability for customers to order transponders and mounting strips.
1385	The Contractor shall provide the capability for customers to report lost/stolen transponders.
1386	The Contractor shall provide the capability for customers to update the PIN.
1387	The Contractor shall provide the capability for customers to hear Notifications that have been sent.
1388	The Contractor shall provide the capability for customers to receive a confirmation by preferred channel when account updates or payments are made via the IVR.
1389	The Contractor shall provide the capability to automatically create a contact record in the account history for contacts made via the IVR.
1390	The Contractor shall provide IVR System reports that help determine how the IVR is functioning and its effectiveness, including but not limited to:
	<ul style="list-style-type: none"> • the number of calls routed to the IVR;
	<ul style="list-style-type: none"> • abandon rate;
	<ul style="list-style-type: none"> • account maintenance activities performed;
	<ul style="list-style-type: none"> • payments processed;
	<ul style="list-style-type: none"> • transaction history accessed;
	<ul style="list-style-type: none"> • customer support requests;
	<ul style="list-style-type: none"> • general information obtained and
	<ul style="list-style-type: none"> • the number of calls transferred to a CSR from the IVR.

1.13.3. Email

1391	The Contractor shall provide the capability to service and manage inbound/outbound customer emails.
1392	The Contractor shall acquire new email domains Approved by the Authority for use by the new BOS;
1393	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the email.
1394	The Contractor shall provide the capability to respond to customer inquiries with pre-completed (canned) responses that provide variable inputs.
1395	The Contractor shall provide the capability to estimate and/or program the response time to a customer's email.
1396	The Contractor shall provide the capability to send e-blast emails to all customers with an email address.
1397	The Contractor shall provide the capability for English and Spanish language options.
1398	The Contractor shall provide automated email distribution, including conditional routing to qualified Authorized Users.
1399	The Contractor shall provide the capability to prevent recording or accepting of Credit Card information in email communication.
1400	The Contractor shall provide full integration between the email system and the BOS in association with the account such that emails are able to be viewed from the customer account in BOS.
1401	The Contractor shall provide automated reporting of all email correspondence by subjects (wrap codes) and response times.

1.13.4. Fax

1402	The Contractor shall provide the capability to service and manage inbound/outbound customer faxes.
1403	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the fax.
1404	The Contractor shall provide full integration between the fax system and the BOS in association with the account such that faxes are able to be viewed from the customer account in BOS.
1405	The Contractor shall provide automated reporting of all fax correspondence by subjects (wrap codes) and response times.

1.13.5. Chat

1406	The Contractor shall provide the capability to service and manage inbound customer chat sessions.
1407	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the chat.
1408	The Contractor shall provide the capability to respond to customer inquiries with pre-completed (canned) responses that provide variable inputs.
1409	The Contractor shall provide the capability to estimate and/or program the response time to a customer's chat request.
1410	The Contractor shall provide the capability to configure the ability to respond to multiple chat sessions concurrently.
1411	The Contractor shall provide the capability to provide a survey for the customers after the chat.
1412	The Contractor shall provide the capability for English and Spanish language options.
1413	The Contractor shall provide the capability for the customer to have a full record of the entire chat session emailed to them.
1414	The Contractor shall provide the capability to record the full chat session.
1415	The Contractor shall provide automated chat request distribution, including conditional routing to qualified Authorized Users.
1416	The Contractor shall provide the capability to prevent recording or accepting of Credit Card information in chat sessions.
1417	The Contractor shall provide full integration between the chat system and the BOS in association with the account such that chats are able to be viewed from the customer account in BOS.

1.13.6. Text

1418	The Contractor shall provide the capability to service and manage inbound customer text sessions.
1419	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the text.
1420	The Contractor shall provide the capability to respond to customer inquiries with pre-completed (canned) responses that provide variable inputs.
1421	The Contractor shall provide the capability to estimate and/or program the response time to a customer's text request.
1422	The Contractor shall provide the capability to provide a survey for the customers after the text.
1423	The Contractor shall provide the capability for English and Spanish language options.
1424	The Contractor shall provide the capability to record the text responses.

1425	The Contractor shall provide automated text distribution, including conditional routing to qualified Authorized Users.
1426	The Contractor shall provide the capability to prevent recording or accepting of Credit Card information in text communication.
1427	The Contractor shall provide full integration between the text system and the BOS in association with the account such that text messages are able to be viewed from the customer account in BOS.

1.14. Financial Requirements

These financial Requirements describe the functionality that must be present in the BOS for the Authority to service customers and to record financial activity related to the BOS in its general ledger system.

The Authority use a modified accrual method of accounting and prepare financial statements in accordance with GAAP and GASB using a June 30 Fiscal Year end.

It is important that revenues associated with tolls are presented separately from other revenues (for example, fees and fines) and separated by Toll Facility. The Authority utilizes reports detailing historical collections to analyze and estimate future revenues from Violations. For this reason, it is important that the reporting enables the Authority to analyze the period in which Violations occurred versus the period in which those Violations were paid.

Prepaid tolls shall be deposited to a Bank Account held by the Authority until such time as an action on the account causes such funds to be depleted. Such actions include but are not limited to: customer incurring tolls on an OCTA Toll Facility; customer incurring tolls on an Interoperable Agency Toll Facility; account incurring a fee; returned check being processed on the user account; customer requesting a refund and customer requesting account closure.

The BOS is the conduit between the Authority and customers; Interoperable Agencies, and Third-Party Service Providers and Business Partners. The Contractor shall reconcile all transactional and financial interactions between the BOS and customers; Interoperable Agencies and Third-Party Service Providers, and Business Partners. The Contractor also shall also reconcile all transactional and financial interactions between the BOS and the Authority.

1.14.1. General Financial Requirements

Financial reports shall not change once the Revenue Day is closed. The Revenue Day is typically closed by a semi-automated process once a series of reconciliations is performed to ensure all transactions have been appropriately received and processed. While immaterial variances and discrepancies (for example, if a handful of transactions were not processed) may be corrected after the Revenue Day has been closed, material discrepancies (for example, an entire unprocessed payment or transaction file) must be corrected before the Revenue Day is closed. Once the Revenue Day is closed, any adjustments or corrections to transactions that occurred in that Revenue Day must be made in the current Revenue Day.

The Authority does not intend to use the BOS as its general ledger system, nor does the Authority intend to feed data from the BOS automatically to its general ledger. The Authority intends to use exports and reports from the BOS to record the financial entries into the Authority's financial system.

The BOS must utilize GAAP-compliant methods to record financial activity between the Toll Facilities and the BOS and between the BOS and customers; Interoperable Agencies and Third-Party Service Providers and Business Partners.

1428	The Contractor shall provide an integrated, Configurable, GAAP-compliant accounting Module for all transactions.
1429	The Contractor shall provide for double entry recording of all Financial Transactions.
1430	Separate financial data shall be maintained for each CTOC Agency, each Interoperable Agency, each Collection Agency and each Third-Party Business Partner and Service Provider.
1431	The Contractor shall create automatic journal entries for recording and tracking all transactions and payment events.
1432	The Contractor shall develop a journal entry template for every BOS transaction that impacts revenue, liability balances (for example, Registered or Unregistered accounts) or asset balances (for example, accounts receivable) to be Approved by the Authority.
1433	The Contractor shall provide an audit trail for each transaction, which shall reflect the source of each transaction, all adjustments to the transaction and the current status of the transaction and/or the final disposition of the transaction.
1434	Every payment that resulted in a receivable being marked paid shall be traceable to the receivable(s) it paid.
1435	Every paid receivable shall be traceable to one or more payments that were allocated to its payment.

1.14.2. Transaction Recording

Toll transactions are initiated by an originating Toll Facility through transmission of a transaction/trip from the ETTM System, through a CTOC Interface or through an Interoperable Agency Interface to the BOS and Posted to user accounts or otherwise processed. The Authority is currently Interoperable with all California toll agencies through their participation in CTOC. The Authority intends to become Interoperable with other Interoperable Agencies outside of CTOC during the term of this Agreement. These transactions also are Posted against the Financial Accounts. These include transactions such as a toll or a fee and the transaction activities that affect them, such as billing a transaction or sending it to collections. All transactions and transaction activities are recorded against Financial Accounts.

1436	Record all BOS activities, including but not limited to:
	• when a new transaction/trip is received from the ETTM System;
	• when an amendment is made to a transaction/trip by the BOS;
	• when an amendment is made to a transaction/trip by a Collection Agency;
	• when a new or amended transaction is received from a CTOC Agency;
	• when a new or amended transaction is received from an Interoperable Agency;
	• when a fee, penalty or any transaction is assessed by the BOS;

	<ul style="list-style-type: none"> • when a fee, penalty or any transaction is collected;
	<ul style="list-style-type: none"> • when a fee, penalty or any transaction is waived, voided or otherwise reversed;
	<ul style="list-style-type: none"> • when a fee, penalty or any transaction is adjusted and
	<ul style="list-style-type: none"> • when there is a change in the status or workflow stage of a fee or penalty or another transaction.
1437	All entries to the BOS shall consider payable and receivable balances between, including but not limited to:
	<ul style="list-style-type: none"> • the customer and the BOS;
	<ul style="list-style-type: none"> • the BOS and the Authority;
	<ul style="list-style-type: none"> • the BOS and Collection Agency;
	<ul style="list-style-type: none"> • the BOS and CTOC Agencies;
	<ul style="list-style-type: none"> • the BOS and Interoperable Agencies and
	<ul style="list-style-type: none"> • the BOS and Third-Party Service Providers and Business Partners.
1438	The BOS shall provide the capability of recording a payable to or receivable from the Authority, a Collection Agency, a CTOC Agency, an Interoperable Agency, a Third-Party Service Provider or Business Partner simultaneously with the recording of a customer payment against a transaction.
1439	Create all financial entries as individual records, which may be used in combination with other financial entries to make a net effect, but do not allow the original entry to be modified.
1440	Ensure each debit entry to a Financial Account has a corresponding and equal credit amount and each credit entry to a Financial Account has a corresponding and equal debit amount so the Financial Accounts balance at all times.
1441	The Contractor shall provide reports in summary and in detail on the Financial Accounts. BOS reports shall be provided that reconcile to the Financial Accounts.

1.14.2.1. Fee and Penalty Transaction Recording

Fees and penalties are charged to customers at a variety of different escalations in status or workflow stage, including but not limited to:

- when a Notice of Toll Evasion Violation is generated;
- when a Notice of Delinquent Toll Evasion Violation is generated;
- when transactions/trips are accepted for Registration Hold;
- when transactions/trips are sent to collections and
- when a FasTrak account is sent to collections.

Fees may also be charged when certain transactions/trips are Posted to an account, including but not limited to returned checks, non-sufficient funds (credit cards) chargebacks, failed FasTrak account replenishment, Excessive I-Tolls and for accounts below the Insufficient Balance Threshold.

Fees and penalties can be incurred at the trip level or at the account level.

1.14.3. Customer Transaction Settlement

Customer transaction settlement is the payment of tolls, fees and penalties by the customer. Customer transaction settlement also includes any payment reversals, chargebacks and refunds.

Funds collected from customers and Interoperable facilities are deposited into Bank Account(s) established by the Authority. Payments are issued from these accounts(s) including:

- 1.C Customer Refunds issued by check to customers.
- 2.P ayments are made to Interoperable facilities.
- 3.F unds are deposited and held in a BOS Bank Account until refunded to customers, paid to Interoperable Agencies or distributed to the Authority.

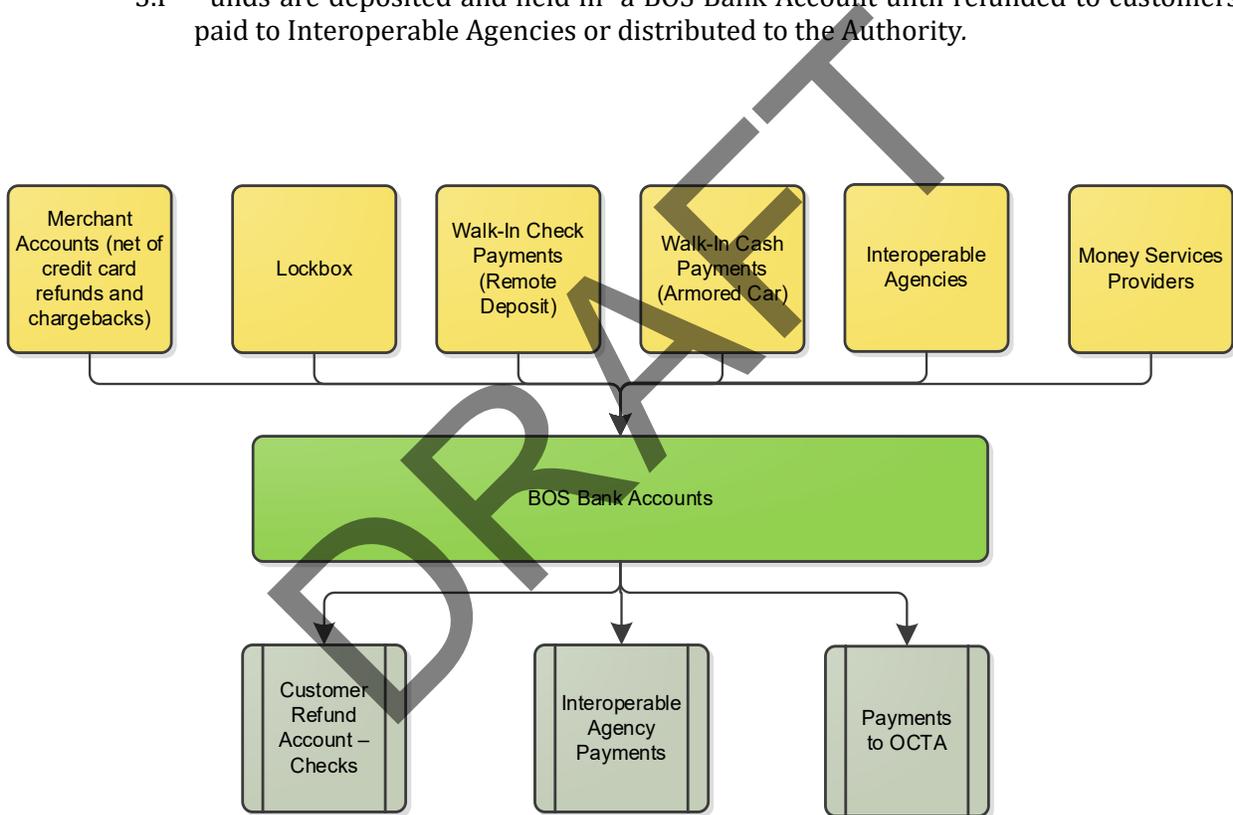


Figure 1-1 Customer Transaction Settlement

1.14.3.1. Customer Payments

Payments and other receipts shall be processed by the BOS in accordance with the following Requirements:

1442	Payments are collected from the following payment sources. The number and names of payment sources shall be Configurable and include but are not limited to:
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	<ul style="list-style-type: none"> • merchant accounts;
	<ul style="list-style-type: none"> • DMV;
	<ul style="list-style-type: none"> • collections;
	<ul style="list-style-type: none"> • Lockbox (optional);
	<ul style="list-style-type: none"> • check payments;
	<ul style="list-style-type: none"> • cash payments (processed at WICs);
	<ul style="list-style-type: none"> • Interoperable Agencies and
	<ul style="list-style-type: none"> • Franchise Tax Board.
1443	The Contractor shall provide the capability to establish deposit accounts within the BOS and map those deposit accounts to BOS Modules, including but not limited to Financial Account, deposit reports and bank reconciliation. For example, deposits to the Lockbox Bank Account (if the Contractor elects to use one) are recorded in the Financial Account associated with the Lockbox Bank Account.
1444	The Contractor shall provide the capability to map deposits by payment source to default Bank Accounts. For example, deposits received from the Merchant Service Provider are mapped in the BOS as received from the Merchant Service Provider and being deposited to the Bank Account to which the Merchant Service Provider makes its deposits.
1445	The Contractor shall provide the capability to capture the bank deposit date and associate it with the payment transaction.
1446	Funds shall be disbursed from the following payment sources. The number of names of payment sources shall be Configurable and include but are not limited to: <ul style="list-style-type: none"> • customer Refund Account; • Interoperable Agency and • Authority remittance account.
1447	The Contractor shall provide the capability to establish disbursement accounts within the BOS and map those disbursement accounts to BOS Modules, including but not limited to Financial Account, disbursement reports and bank reconciliation.
1448	The Contractor shall provide the capability to map disbursements by disbursement type to default disbursement accounts.
1449	Payments shall be applied to account balances on a Configurable basis (default order is automatically assigned by the BOS).
1450	The default Posting order can be manually overridden by Authorized Users.

1.14.3.2. Disbursements

Disbursements will be made to customers for overpayments and refunds and also made to the Authority, CTOC Agencies, Interoperable Agencies, and Third-Party Service Providers and Business Partners.

1451	The BOS shall support the processing of disbursements, including but not limited to:
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	<ul style="list-style-type: none"> customer refunds;
	<ul style="list-style-type: none"> settlement with the Authority;
	<ul style="list-style-type: none"> settlement with CTOC Agencies;
	<ul style="list-style-type: none"> settlement with Interoperable Agencies, and
	<ul style="list-style-type: none"> settlement with Third-Party Service Providers and Business Partners.
1452	<p>The Contractor shall provide the Configurable capability to automatically identify accounts that are eligible for refund processing and present those refunds for review and approval based on various activities on the account (require review before a refund would be processed), including but not limited to:</p> <ul style="list-style-type: none"> closing of an account; unapplied payments (for example, a payment that has been received and deposited but cannot be Posted to an account and needs to be refunded); overpayment on an account and there are no outstanding Violations or unbilled tolls that need to be paid and overpayment of a Violation and there are no other outstanding Violations or toll transactions/trips that need to be paid.
1453	<p>The Contractor shall provide the capability for an optimized and streamlined (minimized number of steps) process for refunds based on the original transaction and confirm such refunds are reflected on the user account history. For example, upon receipt of a customer request to close an account and after the appropriate waiting period has elapsed, an Authorized User shall have the capability to Approve a refund without the need to research and indicate refund method and, in the case of Credit Card refunds, select or input the card number; the BOS shall have the capability to automatically allocate Approved refunds to the correct refund type and card number.</p>
1454	<p>The Contractor shall provide the capability to issue refunds to the payment method that was used to create the credit balance.</p>
1455	<p>The Contractor shall provide the capability to issue electronic refunds (for example, by Credit Card) to the Credit Card used to make the payment, including but not limited to those Credit Card that are not stored on the user account. For example, the BOS can utilize a payment reference number to trace back to a payment method without the need for the BOS to retain the card information.</p>
1456	<p>The Contractor shall provide the capability to issue refunds by check if the account does not provide for an electronic method or if the electronic method is invalid (for example, if the Credit Card is expired).</p>
1457	<p>If required in order to comply with the merchant agreement or any other agreements or regulations, the Contractor shall provide the capability to issue a single refund using more than one payment method. For example, a single refund amount may be issued to multiple Credit Cards and/or by check.</p>
1458	<p>The Contractor shall provide the capability to issue refunds by check for overpayments on, including but not limited to:</p> <ul style="list-style-type: none"> prepaid tolls;

	<ul style="list-style-type: none"> • Violations;
	<ul style="list-style-type: none"> • fees and
	<ul style="list-style-type: none"> • penalties.
1459	The Contractor shall provide the capability to prevent refunds of greater than the amount of the original transaction amount or the prepaid balance, adjusted for overpayments and any prior refunds.
1460	The Contractor shall provide the capability for automated processing of Approved refunds after a Configurable hold period.
1461	The Contractor shall provide the capability to send an Operational Alert Notification to the PMMS when eligible refunds are due.
1462	The Contractor shall provide the capability to expedite a refund if the customer requests to have a refund issued before the Configurable hold period has elapsed, for example when a customer is due a refund because a check was cashed for the wrong amount due to CSR error.
1463	The Contractor shall provide the capability to require authorized approvals for refunds. For example, refunds in excess of a Configurable amount or refunds for goodwill credits for which there is no associated payment are routed for approval through Cases.
1464	The Contractor shall provide the capability to track and associate all refunds to the original payment on the account.
1465	The Contractor shall provide the capability to display detailed Credit Card settlement activity for refunds by payment method.
1466	The Contractor shall provide the capability to prevent the automatic issuance of refunds if the account has an outstanding balance due; such refunds require the approval of an Authorized User through Cases.
1467	The Contractor shall provide the capability to send a refund Notification electronically and/or by mail to all customers who are issued a refund.

1.14.3.3. Escheatment (unclaimed property)

The BOS shall allow for comments to be entered in accounts that are eligible for Escheatment and a Flag shall be available to indicate when an account was subjected to Escheatment procedures.

1468	The Contractor shall provide the capability to enter comments and update statuses and Flags to indicate that an account was subjected to Escheatment procedures.
1469	The Contractor shall provide the capability to identify any unclaimed funds as candidates for the Escheatment process.
1470	The Contractor shall provide the capability to identify any unclaimed funds as subjected to the Escheatment process.

1.14.3.4. Write-Off of Unpaid Balances

The BOS shall have the capability of processing Write-Offs at the Authority’s discretion. The BOS must accommodate both automatic and manual Write-Off of unpaid balances and Toll Transactions. These write-offs will include bulk Write-Offs of a group of transactions which meet Configurable criteria and individual transactions/debts. This process shall be conducted in an efficient and streamlined manner. The BOS shall provide reporting detailing balances subject to Write-Off and the details of the transactions/debts written-off.

1471	The Contractor shall provide the functionality to accept payment on transactions/trips that have been written-off, for example reverse the Write-Off in the amount of the payment and apply the payment.
1472	The Contractor shall provide for Write-Off codes which shall provide the selection of a Write-Off reason for each transaction.
1473	The Contractor shall provide for the Write-Off of individual transactions by Authorized Users.
1474	The Contractor shall provide for the bulk Write-Off of transactions by Authorized Users.
1475	The Contractor shall provide the capability for the BOS to automatically Write-Off transactions/debts based on Business Rules, for example, write-off balances after X Configurable days if no action.
1476	The Contractor shall provide for the cessation of status or workflow stage and collection effort following Write-Off.
1477	The Contractor shall provide the capability to require a reason for each Write-Off, for example, debt reduction negotiation or debt older than “x”.
1478	The Contractor shall provide the capability for the BOS or the applicable Authorized User to select the appropriate Write-Off reason.
1479	The Contractor shall provide the capability to search for types of debt and Write-Off the selected group of debts. Types of debts include but at not limited to:
	<ul style="list-style-type: none"> • fees;
	<ul style="list-style-type: none"> • penalties and
	<ul style="list-style-type: none"> • tolls.

1.14.4. Reconciliation and Settlement – General Requirements

Balancing and reconciliations are integral to the BOS operation. Therefore, these processes shall be integrated within the BOS.

The Contractor shall provide a BOS capable of handling reconciliations within the BOS, as opposed to on spreadsheets or through other mechanisms outside the BOS. For example, the BOS shall be capable of accepting data from the bank(s) and Merchant Service Provider(s) to reconcile Credit Card deposits within the BOS. Exceptions shall be tracked as Cases within the BOS and reconciliation reports are generated by the BOS. The BOS shall not require that data be exported from the BOS, from the bank(s) and from the Merchant Service Provider(s) to be combined, compared and reconciled in a spreadsheet.

1480	The BOS shall track and reconcile 100 percent of the transactions it receives from the ETTM System.
1481	All BOS transaction reconciliation shall be based on Revenue Day which, for transactions/trips, is the Revenue Date transmitted in the transactions/trips; for operations and payments activities, it is the day the event occurred.
1482	The Contractor shall provide the capability to close a Revenue Day upon the final reconciliation of the transactions and revenue. The completion of the Revenue Day closure process finalizes the counts and revenue for the Revenue Day. Upon the closure of the Revenue Day the data on Revenue Day reports shall not change.
1483	The Contractor shall provide the capability to close a Revenue Month similar to the Revenue Day closure process.
1484	The last Revenue Day of a Revenue Month shall remain open for adjustments until both the Revenue Day and the Revenue Month have been closed.
1485	The Contractor shall provide the capability to close a Revenue Year similar to the Revenue Month closure process.
1486	The last Revenue Day of a Revenue Year shall remain open for adjustments until the Revenue Day, Revenue Month and Revenue Year have been closed.
1487	The Contractor shall provide the capability to investigate and correct all exceptions and discrepancies identified during the process. For example, if the total of the bank deposits does not equal the total of bank deposits per the BOS, then detailed reports relating to the deposits in question must be available. Corrections shall be made and Approved by Authorized Users.
1488	All reports shall indicate the status of the reconciliation. For example, when a user runs a report containing data for a Revenue Day which has not yet been closed, the report shall contain some indication the data in the report is preliminary or subject to change.
1489	The Contractor shall provide the capability to record fees in the BOS, for example merchant fees and bank fees.

1.14.4.1. Banking Reconciliation and Settlement

1490	The Contractor shall provide the capability to reconcile all financial activity, including but not limited to:
	<ul style="list-style-type: none"> • deposits;
	<ul style="list-style-type: none"> • credits;
	<ul style="list-style-type: none"> • disbursements;
	<ul style="list-style-type: none"> • returned items and • chargebacks.
1491	The Contractor shall provide for the daily Balancing of activity at the transaction level by Payment Type.
1492	The Contractor shall provide for the identification of exceptions by transaction.

1493	The Contractor shall provide the capability to allow Authorized Users to make adjustments to exceptions and reprocess the automated reconciliation.
1494	The Contractor shall provide the capability to open a Case for reconciliation exceptions.

1.14.4.2. Bank Deposit Reconciliation and Settlement

The BOS deposits funds collected by mail and in the WICs. These funds are deposited by the BOS directly into BOS Bank Accounts in accordance with the flow of funds depicted in Figure 1-3 Customer Transaction Settlement. These deposits must be balanced and reconciled on a daily basis and monthly basis.

1495	The Contractor shall provide an automated Interface to reconcile bank deposits.
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1.14.4.3. Reconciliation and Settlement with Merchant Service Provider

The BOS initiates Credit Card transactions with one or more Merchant Service Providers. Funds collected through the merchant accounts by the Merchant Service Provider are deposited directly into BOS Bank Accounts in accordance with the flow of funds depicted in Figure 1-3 Customer Transaction Settlement.

1496	The Contractor shall provide an automated Interface to reconcile transactions initiated with the Merchant Service Provider(s).
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1.14.4.4. Reconciliation and Settlement with Lockbox (optional)

The BOS utilizes a Lockbox Service Provider to process customer check payments. Payments sent to the Lockbox will be processed by the Lockbox Service Provider and deposited directly into BOS Bank Accounts in accordance with the flow of funds depicted in Figure 1-3 Customer Transaction Settlement.

1497	The Contractor shall provide an automated Interface to reconcile Lockbox Service Provider deposits.
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1.14.4.5. Reconciliation and Settlement with the Authority

The daily reconciliations between the ETTM System and the BOS shall address transactions and payments.

The transactional reconciliations shall be handled by the BOS. The ETTM System will transmit a transaction/trip to the BOS, which the BOS shall acknowledge and thereafter begin the Posting/billing process.

The reconciliations related to payments shall address payments being made by the BOS to the Authority. These payments are a result of payments being collected from customers, processed and remitted to the Authority in settlement of balances due.

1498	The Contractor shall provide the capability to track payables and receivables between the BOS and the Authority based on customer payments, payment reversals and Posting of payments to transactions/trips.
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1499	The Contractor shall provide the capability to track payables to and receivables from the Authority based on BOS remittances to these entities. For example, when a settlement payment is made to the Authority, the Authority's payable Financial Account is debited and the Financial Account corresponding to the Bank Account from which the payment is made is credited.
1500	The Contractor shall provide electronic Notification of daily reconciliation and monthly settlement to the Authority. For example, Authorized Users at the Authority receive an Alert (which could be an email including the completed reconciliation as an attachment or link) when the daily reconciliation is completed and Revenue Day closed.
1501	The Contractor shall provide for reconciliation of daily activity and transactions with the Toll Facilities.

1.14.4.6. Reconciliation and Settlement with CTOC Agencies and Interoperable Agencies

The BOS shall remit funds collected from customers to the CTOC Agencies and Interoperable Agencies in accordance with the following Requirements:

1502	The Contractor shall provide the capability to track payables and receivables between the BOS and the CTOC Agencies and Interoperable Agencies based on customer payments, payment reversals and Posting of payments to transactions/trips.
1503	The Contractor shall provide the capability for the credit memo process to handle disputes and credits initiated by customers of CTOC Agencies.
1504	The Contractor shall provide the capability to track payables to and receivables from the CTOC Agencies and Interoperable Agencies based on BOS remittances to the CTOC Agencies and Interoperable Agencies. For example, when a settlement payment is made to an Interoperable Agency, the Interoperable Agency payable Financial Account is debited and the Financial Account corresponding to the Bank Account from which the payment is made is credited.
1505	The Contractor shall provide electronic Notification of daily reconciliation and settlement of CTOC Agencies and Interoperable Agencies to the Authority. For example, Authorized Users at the Authority receive an Alert (which could be an email including the completed reconciliation as an attachment or link) when the daily reconciliation is completed and Revenue Day closed.
1506	The Contractor shall provide for reconciliation of daily activity and transactions/trips with the CTOC Agencies and Interoperable Agencies in accordance with the applicable Interoperability agreement(s).
1507	The Contractor shall provide capability to generate periodic invoice for CTOC and Interoperable Agency toll charges. The invoice shall be based on reconciled files for each month even if the reconciliation files were received in the following month. Any manual adjustments during the invoice period shall be included in the invoice with the necessary Credit/Debit Memo as identified in the CTOC User Fee Agreement. Payments from Interoperable/CTOC Agencies shall be Posted against the invoice.
1508	The Contractor shall provide capability to enter invoices from CTOC Agencies and Interoperable Agencies to match that with the files in the BOS including any Credit/Debits

	that were authorized by the Interoperable/CTOC Agency. Payments to the CTOC Agency or Interoperable Agency shall be made after the reconciliation of the invoice with the BOS.
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1.14.4.7. Reconciliation and Settlement with Third-Party Service Providers and Business Partners

1509	The Contractor shall provide for reconciliation of daily activity and transactions with Third-Party Service Providers and Business Partners.
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1.15. Searches

Customers routinely contact the CSC by phone, through the IVR and through the Self-Service Website without knowing their account number, PIN or vehicle license plate numbers. The BOS is expected to provide quick, yet secure access to an account when a customer can positively identify him/herself as the account holder.

1.15.1. Search General

1510	The Contractor shall provide comprehensive on-screen, drill-down capabilities from summary levels down through the most detailed transaction level, including images if available.
1511	The Contractor shall provide the capability to initiate a search from any screen in the BOS and return to the original location after completing the search.
1512	The Contractor shall provide the capability to select a record in the results grid and view the details and then return to the previous results grid to view additional items without having to re-enter the search criteria or re-run the search.
1513	The Contractor shall provide the capability to select record(s) to use in actions, for example obtaining detailed record information from the search results grid.
1514	The Contractor shall provide the capability to manipulate the field in grid results for all searches, including but not limited to:
	<ul style="list-style-type: none"> • drag and drop fields and columns to shift the order they appear;
	<ul style="list-style-type: none"> • sort by any fields shown on the grid;
	<ul style="list-style-type: none"> • sort alphanumerically by any fields shown on the grid;
	<ul style="list-style-type: none"> • sort by multiple fields (for example, sort by last name and then first name and then address so that all results with the last name "Smith" shall be sorted by first name and all the results with the name "John Smith" shall be sorted by address);
	<ul style="list-style-type: none"> • add a field to the grid and • remove a field from the grid.
1515	The Contractor shall provide advanced search capabilities where fields can be picked from a drop-down list and added to the effective criteria to be applied toward the search or report. Drop-down lists shall dynamically narrow down the available selection list as the Authorized User is typing.

1516	The Contractor shall provide the capability to use single and multiple character “wildcards” along with other commonly used search methods in all applicable fields of the search screens. A wildcard is a character used as part of the search criteria to represent one or more unspecified characters. The BOS shall not require the use of wildcards in lieu of leaving the field blank.
1517	Searches shall have an optimized data fetching algorithm so BOS performance is not impacted by large result sets.
1518	The Contractor shall provide the capability to specify a date range for any date in the search.
1519	The Contractor shall provide the capability to specify a number range for any number in the search, for example, account numbers 1055 – 2000.
1520	The Contractor shall provide the capability to search by any field, combination of fields and field ranges.
1521	The Contractor shall provide comprehensive multi-field search criteria on all reports and screen searches. Search criteria shall include all fields and related attributes found in the search results grid.
1522	<p>The Contractor shall provide the capability to search, by full or partial value using wildcards and view all stored information regarding transactions, images, statements, Violation Notices, account activity and Notifications for user selected criteria, including but not limited to the following fields. Some search criteria may be available only in conjunction with other search criteria (for example, paid transactions enabled only if an account number is specified):</p> <ul style="list-style-type: none"> • transaction ID; • transaction type; • location of transaction (Toll Facility, plaza, zone/lane); • transaction number; • transaction Date; • transaction Date range; • transaction Posting Date; • transponder type; • transponder number; • license plate number; • license plate type; • license plate Jurisdiction; • account number; • customer name (last, first, middle, suffix); • customer address (street, city, state, ZIP) and type of address; • Authorized User ID;

	<ul style="list-style-type: none"> • statement, Violation Notice or invoice number;
	<ul style="list-style-type: none"> • account Flags;
	<ul style="list-style-type: none"> • address type;
	<ul style="list-style-type: none"> • bad address;
	<ul style="list-style-type: none"> • Violation number;
	<ul style="list-style-type: none"> • transaction disposition status (for example, paid);
	<ul style="list-style-type: none"> • payment type;
	<ul style="list-style-type: none"> • payment receipt number;
	<ul style="list-style-type: none"> • payment method;
	<ul style="list-style-type: none"> • check, money order or cashier's check number;
	<ul style="list-style-type: none"> • Payment Token and Credit Card expiration date;
	<ul style="list-style-type: none"> • transaction amount and
	<ul style="list-style-type: none"> • comments.

1.15.2. Transaction/Trip Search

1523	The Contractor shall provide the capability to search for and deliver all transactions/trips which meet the search criteria regardless of in the status of the transaction/trip or the status of the account to which the transaction/trip is assigned.
1524	The Contractor shall provide the capability to search for transactions/trips which meet the search criteria with the result delivering multiple transactions, if applicable.
	<ul style="list-style-type: none"> • transaction/trip ID;
	<ul style="list-style-type: none"> • transaction/trip type;
	<ul style="list-style-type: none"> • location of transaction/trip (Toll Facility, Toll Zone/lane);
	<ul style="list-style-type: none"> • transaction/trip number;
	<ul style="list-style-type: none"> • transaction/trip Date;
	<ul style="list-style-type: none"> • transaction/trip Date range;
	<ul style="list-style-type: none"> • transaction/trip Posting Date;
	<ul style="list-style-type: none"> • transaction/trip reason code;
	<ul style="list-style-type: none"> • transponder type;
	<ul style="list-style-type: none"> • transponder number;
	<ul style="list-style-type: none"> • license plate number;
	<ul style="list-style-type: none"> • license plate type;
	<ul style="list-style-type: none"> • license plate Jurisdiction;

	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • Authorized User ID;
	<ul style="list-style-type: none"> • statement, Violation Notice or invoice number;
	<ul style="list-style-type: none"> • Violation number;
	<ul style="list-style-type: none"> • transaction disposition status (for example, paid, unknown at DMV or written-off);
	<ul style="list-style-type: none"> • Payment Type;
	<ul style="list-style-type: none"> • payment receipt number;
	<ul style="list-style-type: none"> • payment method and
	<ul style="list-style-type: none"> • transaction/trip amount.

1.15.3. Account Search

1525	The Contractor shall provide the capability to search for accounts which meet the search criteria with the result delivering multiple accounts.
1526	The Contractor shall provide the capability to search by key fields and identify potential duplicate accounts.
1527	<p>The Contractor shall provide the capability for Authorized Users to search and view all information related to a specific account. This shall include the complete detailed account history since account inception and capability of filtering and sorting by type of information, including but not limited to:</p> <ul style="list-style-type: none"> • toll transaction/trip; • Financial Transaction; • Notifications (includes letters and Violation Notices); • Registration Holds placed and released; • Collections Placements; • Evidence Packages; • Cases opened and closed; • all payment related events, including replenishment failures; • account statuses changes; • complete address history; • complete email address history; • complete vehicle history (what plates were active on the account and when); • complete change tracking (what data was changed, when and by whom); • last account access by the customer and via channel; • date and time of last toll transaction;

	<ul style="list-style-type: none"> • date and time of last Financial Transaction;
	<ul style="list-style-type: none"> • transponder activities and statuses and
	<ul style="list-style-type: none"> • account maintenance activities.
1528	The Contractor shall provide the capability to display the account running balance in Posting Date chronological order.

1.15.4. Case Search

1529	The Contractor shall provide the capability to search and view all stored information regarding Cases, including but not limited to:
	<ul style="list-style-type: none"> • summary information;
	<ul style="list-style-type: none"> • Toll Facility, if applicable;
	<ul style="list-style-type: none"> • Case number (uniquely identifies the Case record);
	<ul style="list-style-type: none"> • priority (out of a predefined range);
	<ul style="list-style-type: none"> • source of Case;
	<ul style="list-style-type: none"> • status;
	<ul style="list-style-type: none"> • number of days since creation;
	<ul style="list-style-type: none"> • number of days since last Authorized User access/action;
	<ul style="list-style-type: none"> • due date and time;
	<ul style="list-style-type: none"> • total time spent working on the Case;
	<ul style="list-style-type: none"> • total time spent by a specific Authorized User or specific department;
	<ul style="list-style-type: none"> • related accounts and/or records;
	<ul style="list-style-type: none"> • description/free-form notes on the account;
	<ul style="list-style-type: none"> • date of action;
	<ul style="list-style-type: none"> • time of action;
	<ul style="list-style-type: none"> • Authorized User who took action;
	<ul style="list-style-type: none"> • time required for action and
	<ul style="list-style-type: none"> • action description (free-form data or notes section).
1530	The Contractor shall provide the capability to search and view Case management, including but not limited to:
	<ul style="list-style-type: none"> • total number of open Cases;
	<ul style="list-style-type: none"> • total number of open Cases, per department;
	<ul style="list-style-type: none"> • total number of open Cases, per Authorized User;
	<ul style="list-style-type: none"> • total number of open Cases by type;

	<ul style="list-style-type: none"> total number of overdue Cases;
	<ul style="list-style-type: none"> total number of processed Cases;
	<ul style="list-style-type: none"> total number of Cases processed per unit of time;
	<ul style="list-style-type: none"> total number of Cases processed per department;
	<ul style="list-style-type: none"> total number of Cases processed per Authorized User;
	<ul style="list-style-type: none"> response time statistics – overall;
	<ul style="list-style-type: none"> response time statistics, per department and
	<ul style="list-style-type: none"> response time statistics, per Authorized User.

1.15.5. Comment Search

1531	The Contractor shall provide the capability to identify and retrieve comment records into a search results grid, including but not limited to:
	<ul style="list-style-type: none"> individually by category;
	<ul style="list-style-type: none"> summarized by category;
	<ul style="list-style-type: none"> individually by time period and
	<ul style="list-style-type: none"> summarized by time period.

1.15.6. Transponder Search

1532	The Contractor shall provide the capability when searching by transponder number to display all accounts the transponder has ever been associated with including account number, account type, the date and time the transponder was added to and removed from the account and the current status of the transponder on each account. For example, this search might yield two accounts with the transponder identified as being Active on one account and lost on the other.
1533	The Contractor shall provide the capability when searching by transponder number to display all Notifications issued related to that particular transponder. For example, this search might yield an “Excessive I-Toll” Notification and a “transponder recall Notification” for a particular transponder.
1534	The Contractor shall provide the capability when searching by transponder number to display all statuses the transponder has been in along with the date and time the transponder entered that status.
1535	The Contractor shall provide the capability when searching by transponder number to display all inventory locations which the transponder has been in along with the date and time the transponder was placed in each location.

1.15.7. License Plate Search

1536	The Contractor shall provide the capability when searching by license plate and Jurisdiction to display all accounts the license plate has ever been associated with and all Notifications
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	issued related to that license plate. For example, this search might yield two accounts and five Violation Notices for a particular license plate.
1537	The Contractor shall provide the capability when searching by license plate and Jurisdiction combination to display all transactions that license plate and Jurisdiction combination has ever been associated with regardless of the transaction status. For example, this search might yield two transactions in Paid status, one in collections, three Posted to an account as I-Tolls and one awaiting inclusion on a Violation Notice for a particular license plate and Jurisdiction combination.

1.15.8. Notification Search

1538	The Contractor shall provide the capability to search by and view all stored information regarding Notifications, including but not limited to:
	<ul style="list-style-type: none"> • first name;
	<ul style="list-style-type: none"> • last name;
	<ul style="list-style-type: none"> • mailing address;
	<ul style="list-style-type: none"> • Notification Type, for example, statement, Credit Card expiration, Violation Notice or account establishment Notification;
	<ul style="list-style-type: none"> • distribution channel;
	<ul style="list-style-type: none"> • creation date;
	<ul style="list-style-type: none"> • quality review date;
	<ul style="list-style-type: none"> • print date;
	<ul style="list-style-type: none"> • mail date;
	<ul style="list-style-type: none"> • date that action on the Notification is due;
	<ul style="list-style-type: none"> • date(s) of any change in Notification piece status;
	<ul style="list-style-type: none"> • name of the Authorized User(s) who performed the quality review and Approved the Notification for mailing;
	<ul style="list-style-type: none"> • return mail (if applicable);
	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • transponder number;
<ul style="list-style-type: none"> • license plate number and Jurisdiction; 	
<ul style="list-style-type: none"> • dollar range associated with the Notification and 	
<ul style="list-style-type: none"> • dollar amount associated with the Notification. 	
1539	The Contractor shall provide the capability for Authorized Users to scan the barcode, scan line or Quick Response Code on BOS-issued returned Notifications and automatically be taken to the appropriate processing screen, including but not limited to:
	<ul style="list-style-type: none"> • the account that the Notification belongs to;

	<ul style="list-style-type: none"> the appropriate Violation Notice processing screen and the Case the Notification belongs to.
1540	The Contractor shall provide the capability for Authorized Users to scan and process BOS-issued returned Notifications in bulk where possible (for example, provide the capability to scan multiple pieces of return mail where no forwarding address was provided into the BOS for processing without the need to access each account one-by-one).
1541	The Contractor shall provide the capability to allow Authorized Users to select and print Notification pieces directly from the Notification search screen.
1542	The Contractor shall provide the capability to allow Authorized Users to select and print Notification pieces directly from the account.
1543	The Contractor shall provide the capability to allow Authorized Users to email a PDF version of the Notification piece directly from the account.
1544	The Contractor shall provide the capability to allow Authorized Users to download a PDF version of the Notification piece directly from the Notification search screen.
1545	The Contractor shall provide the capability to allow Authorized Users to download a PDF version of the Notification piece directly from the account.

1.16. Reporting Requirements

Because reporting is integral to the BOS, reporting functionality must be streamlined, quick, intuitive and user-friendly.

The BOS is expected to deliver accurate reports in a usable format. The format of reports is different across various user groups that use the reports for different purposes. For example, the finance departments may desire some reports in an Excel format so the data can be manipulated and analyzed. Other reports may be more desirable in a PDF format to better guarantee the integrity of the report data for audit purposes. The BOS is expected to deliver all reports in a variety of selectable formats.

It also is expected that reports are flexible enough to allow users to make changes to reports “on the fly”. For example, a report may include all the data elements required by a user for analyzing past due receivables with the exception of a single data field. The Authorized User must have the ability to add that data field to the report without the need for custom report generation or programming by the Contractor.

Some reports are best displayed as of a point in time (for example, receivable balances) while other reports are best displayed for activity over a range of time (for example, cash collected for a specific period of time). Users often have a need to generate reports that include historical balances as of the end of a particular Revenue Day. It is expected that the BOS track, calculate and maintain such Revenue Day-end balances such that retrieval of historical information is easily accomplished. Users also often have the need to generate reports that include information regarding historical transaction activity over a range of time both in summary and in detail. It is expected that the BOS provide the functionality to quickly and accurately deliver such reports to the user in a usable format.

Standardized reporting shall be achieved via canned and ad-hoc reporting interfaces using both the production database for real-time reporting and reports server/database for more complex, non-real-time and/or data intensive reports.

Reporting is a critical element of any business organization and is required by the Authority to:

- provide for transaction and revenue reconciliation and investigate discrepancies;
- monitor BOS and operational performance;
- monitor human performance and business process efficiency;
- ensure compliance to Performance Measures;
- reconcile toll transactions/trips to individual Toll Facilities;
- reconcile third-party financial and transactional interactions;
- assess the impact of policies and Business Rules;
- identify ways to improve the quality of service provided to customers;
- comply with reciprocity reporting Requirements and
- evaluate the success of the toll collections.

Reports are broken into four broad categories:

- Informational Reports – provide information about transactions moving through the revenue cycle.
- Financial Management Reports – provide information which enables the Authority to record in its general ledger system the financial activity related to the CSC. These reports also enable the Authority to perform analyses on transactions submitted to the BOS for processing, including but not limited to analyzing billing, collection trends and Account Plan utilization.
- Operations Reports – provide the data necessary for the Contractor and the Authority evaluate the Contractor’s performance against the Performance Measures and provide the reporting necessary to prepare and support the Contractor’s monthly bill to the Authority. These operational reports also provide the Authority with the data necessary to monitor operational activities and the operations staff.
- Interface Reconciliation Reports – provide the reports necessary to reconcile all Interfaces and also to demonstrate successful completion of the reconciliations by the Contractor.

1.16.1. General Reporting Requirements

1546	The Contractor shall provide a BOS data fetching algorithm that is optimized for performance including bringing data into BOS screens and reports.
1547	The Contractor shall provide BOS reports optimized for performance. Data shall be organized and summarized in a manner to allow for report generation within no more than five seconds of a report generation request for daily summary reports and no more than twenty seconds of a report generation request for monthly summary and annual summary reports. Reports batched or pre-generated shall be presented to the user within two seconds.

1548	After the deployment and Implementation of the BOS, if there is a need to create additional reports and modify implemented reports, the Contractor shall support such additions and/or modifications.
1549	<p>The Contractor shall provide ad-hoc reporting tool capabilities to Authorized Users to allow the creation and execution of custom reports from the reports server/database, including but not limited to:</p> <ul style="list-style-type: none"> • drag-and-drop field functionality; • drill down functionality; • filtering; • parameter prompting; • formula support; • grouping; • sorting and • stored procedure and function support.
1550	The ad-hoc reporting tool shall be COTS Software and be the latest version at the time of Acceptance Testing and field-proven to operate in a transaction intensive environment.
1551	<p>The Contractor shall provide reporting output in various formats (both compressed and uncompressed), including but not limited to:</p> <ul style="list-style-type: none"> • Portable Document Format (PDF); • plain text format (TXT); • rich text format (RTF); • Microsoft Excel 2016 (or higher if Approved by the Authority); • delimiter-separated values; • HTML and • extensible markup language (XML).
1552	The Contractor shall provide the capability for Authorized Users to retrieve full table exports from the reports server/database.
1553	<p>The Contractor shall provide the capability for Authorized Users to schedule the automatic execution and delivery of reports using various delivery methods, including but not be limited to:</p> <ul style="list-style-type: none"> • email addresses; • direct to printer; • uniform naming convention (UNC) paths; • shared drives and • SFTP sites.

1554	<p>The Contractor shall provide the capability for Authorized Users to schedule the automatic execution and delivery of reports for a variety of time periods, including but not limited to:</p> <ul style="list-style-type: none"> • as of a specific time each day; • as of a specific day and time each week; • as of a specific day and time each month; • as of a specific date and time each month; • for a Revenue Day; • for a Business Day; • for a Calendar Day and • for a specific period of time spanning more than one day (for example 2:00:00am to 1:59:59am the following day).
1555	<p>The Contractor shall provide a dashboard application, including but not limited to:</p> <ul style="list-style-type: none"> • fully Configurable, role-driven, browser-based solution that allows users to customize their own dashboards; • real-time display of data and processes and • drill-down capabilities from high level graphical display to the lowest level of supporting data.
1556	<p>The Contractor shall provide a comprehensive data dictionary that defines the structure of BOS databases in the production environment and the reports server/database. The data dictionary shall include but not be limited to:</p> <ul style="list-style-type: none"> • what data is stored; • name, description and characteristics of each data element; • types of relationships between data elements and • access rights.
1557	<p>The Contractor shall provide a consistent user interface for all reports.</p>
1558	<p>The Contractor shall provide for summary and detailed reports for all account activity on all user accounts, including but not limited to:</p> <ul style="list-style-type: none"> • as of the current moment in time; • as of an historical moment in time; • for a range of Revenue Days (for example from 1/1/2016 to 1/3/2016, which shall deliver results for the Revenue Days 1/1/2016, 1/2/2016 and 1/3/2016) and • for a range of time (for example from 3:00am 1/1/2016 to 3:00am 1/3/2016).
1559	<p>The Contractor shall provide for reports of balances as of the end of any current or historical Revenue Day, in summary and in detail, for any or all user accounts.</p>
1560	<p>The Contractor shall provide for summary and detailed reports for all account activity on all Financial Accounts, including but not limited to:</p>

	<ul style="list-style-type: none"> • as of the current moment in time;
	<ul style="list-style-type: none"> • as of an historical moment in time;
	<ul style="list-style-type: none"> • for a range of Revenue Days (for example from 1/1/2016 to 1/3/2016, which shall deliver results for the Revenue Days 1/1/2016, 1/2/2016 and 1/3/2016) and
	<ul style="list-style-type: none"> • for a range of time (for example from 3:00am 1/1/2016 to 3:00am 1/3/2016).
1561	The Contractor shall provide for reports of balances as of the end of any current or historical Revenue Day, in summary and in detail, for any or all Financial Accounts.
1562	The reports shall meet the general objectives, including but not limited to: <ul style="list-style-type: none"> • data elements shall be consistent through all the reports of a similar nature; • numbers and amounts shall reconcile with other reports that report on the same activity; • numbers and amounts shall reconcile with other reports that report on the same time period; • report generation shall allow for flexible selection and sort criteria that allows Authorized Users to obtain related information through a single report; • all report criteria shall be available for selection using Boolean logic strings and • all reports shall allow for the input of any identified criteria to be selected by range (for example, date from and to, account number from and to, Transaction Dates from and to, etc.) and by multi-list selection.
1563	Reports shall display header information which shall indicate parameters selected in the report generation (for example, time periods selected, as-of date selected, account number selected and/or license plate number and Jurisdiction selected).
1564	The Contractor shall provide the capability for the automatic generation and delivery of reports based on Configurable conditions, including but not limited to: <ul style="list-style-type: none"> • report selection criteria (for example, date range); • date and time for report generation (for example, daily at 7:00 a.m.); • report delivery method (for example, by email); • report format (for example, PDF) and • report generation frequency (for example, weekly).
1565	The Contractor shall provide the capability for reports generated automatically to have BOS-generated unique, intuitive naming and report numbering reflecting the name, number and date of the report.
1566	The Contractor shall provide the capability for the user to manipulate the report data easily to perform comparative analysis and statistical calculations.
1567	The Contractor shall provide the capability to deliver scheduled reports to the configured destination.

1568	The Contractor shall provide the capability for the user to specify the format of the report. For example, PDF, Excel and comma separated.
1569	The Contractor shall provide the capability to manually select reports for generation in real time.
1570	The Contractor shall provide a Web-based ad-hoc reporting solution that allows Authorized Users to design and generate professional and accurate multi-format reports. Ad-hoc report templates created by Authorized Users shall be made available to all Authorized Users, in addition to the reports menu.
1571	<p>All reports shall display last activity date, transaction Posting status and other relevant data dependencies on the specific report related to that activity that indicate completion of activity and items, including but not limited to:</p> <ul style="list-style-type: none"> • all transactions/trips have been obtained from the ETTM System; • all images have been obtained from the ETTM System; • the transactions/trips that have been transmitted to Interoperable Agencies and reconciliation files that have been received and acknowledged; • all correction files that have been reconciled and acknowledged; • all shifts that have been closed; • all third-party reconciliation and payment data that has been imported or has been entered into the BOS and • that all activities have been completed and are ready to be reconciled.
1572	The Contractor shall provide drill-down capability on all fields on all high-level reports to the lowest level of details, including the tools to view the available images associated to a transaction or account and account details.
1573	The Contractor shall provide drill-down capability on all fields on all high-level reports to the lowest level of details, including the tools to view the available images associated to a transaction or Violation Notice and details.
1574	<p>The Contractor shall provide the user interface to choose the following selection criteria, including but not limited to:</p> <ul style="list-style-type: none"> • Interoperable Agencies; • Toll Facility; • plaza; • lane; • direction of travel; • identification type (transponder or license plate); • Account Plan type; • Payment Type; • customer service location;

	<ul style="list-style-type: none"> • BOS user;
	<ul style="list-style-type: none"> • customer service staff;
	<ul style="list-style-type: none"> • BOS processes;
	<ul style="list-style-type: none"> • third-party interfaces and
	<ul style="list-style-type: none"> • Third-Party Service Providers and Business Partners.
1575	<p>The Contractor shall provide the user interface enabling the following selection criteria to generate the same report, including but not limited to:</p> <ul style="list-style-type: none"> • by day; • day(s) within a specified range; • date range; • weekly; • monthly; • yearly; • comparative based on selection and • year-to-date.
1576	<p>The Contractor shall provide for the generation of a single report by various date types, including but not limited to:</p> <ul style="list-style-type: none"> • Transaction Date; • various transmit dates; • transfer date; • Posting Date; • Violation Notice date; • due date; • payment date; • Hearing date; • process date; • Posted date; • business date; • review date; • statement date; • mail date; • print date; • acknowledgement date and

	<ul style="list-style-type: none"> reconciled date.
1577	<p>The Contractor shall provide the capability to:</p> <ul style="list-style-type: none"> include sub-totals, totals and grand totals as selected by the user; sort the data elements in the report within each grouping of data and present data in graphs and chart types based on presentation form selected by the user from a variety of graphic styles.

1.16.2. Informational Reports

1.16.2.1. Transaction Processing Reports

The Contractor is expected to provide Transaction Processing Reports which reflect the status or workflow stage for transactions/trips submitted by the Toll Facilities to the BOS over a period of time. For example, a report shall exist that details the number of transactions/trips submitted by a Toll Facility in January and shall detail the status or workflow stage of those transactions/trips as of June 30, the current date.

1578	<p>The Contractor shall provide transaction reconciliation reports that reconcile to operations and financial reports and display Image-Based Transaction/Trip and Transponder-Based Transaction/Trip statistics, including but not limited to:</p> <ul style="list-style-type: none"> tracking the different stages of the transactions/trips; showing the status or workflow stage; Violation Notice number; date issued; amount owed; amount Posted to an account; amount paid; amount I-Tolled; amount adjusted, past due amount and amount due on all Violation Notices issued; total payments received by status or workflow stage; total I-Tolls by status or workflow stage; total Account Plan transactions/trips by individual Account Plan; transactions/trips aged to collections by the Toll Facility; amount collected, recalled, dismissed; license plates placed on hold, released, amounts on hold per plate; Violations issued, paid, dismissed, transmitted to court; Violations scheduled for adjudication, disposition, payments; Transaction trends; Transaction receivables detailing all outstanding accounts receivable for all accounts with unpaid transactions/trips by account number and total balance due as of the selected date; Transaction collections trends; Transaction I-Toll trends; Account Plan trends;
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	<ul style="list-style-type: none"> • Transaction dismissals and disputes;
	<ul style="list-style-type: none"> • Transaction by Jurisdiction and
	<ul style="list-style-type: none"> • Transaction aging.
1579	<p>The Contractor shall provide transaction/trips reports that reconcile the transactions/trips to ETTM System reports as they move through various processing stages, including but not limited to:</p>
	<ul style="list-style-type: none"> • transactions/trips in various queues and filters;
	<ul style="list-style-type: none"> • Violation Notice timeouts;
	<ul style="list-style-type: none"> • potential transactions/trips;
	<ul style="list-style-type: none"> • rental car license plates;
	<ul style="list-style-type: none"> • ROV Lookup “no matches”;
	<ul style="list-style-type: none"> • disputes;
	<ul style="list-style-type: none"> • dismissals;
	<ul style="list-style-type: none"> • payments;
	<ul style="list-style-type: none"> • transaction status or workflow stages;
	<ul style="list-style-type: none"> • I-Tolls and
	<ul style="list-style-type: none"> • other transaction statuses.
1580	<p>The Contractor shall provide invoicing summary reports by transaction status or workflow stage that track Violation Notice generation to final termination of Violation Notices, including but not limited to counts and amounts for:</p>
	<ul style="list-style-type: none"> • Violation Notices generated;
	<ul style="list-style-type: none"> • payments;
	<ul style="list-style-type: none"> • dismissals;
	<ul style="list-style-type: none"> • status or workflow stage and
	<ul style="list-style-type: none"> • re-issued.
1581	<p>The Contractor shall provide transaction activity reports that track activity on transactions/trips for each status or workflow stage, including but not limited to:</p>
	<ul style="list-style-type: none"> • number of invoices and Violation Notices issued;
	<ul style="list-style-type: none"> • tolls, fees and penalties assessed;
	<ul style="list-style-type: none"> • amounts dismissed;
	<ul style="list-style-type: none"> • amounts voided;
	<ul style="list-style-type: none"> • amount collected;
	<ul style="list-style-type: none"> • amount collected in I-Tolls and
	<ul style="list-style-type: none"> • unbilled tolls collected, if prepayment is allowed.

1582	The Contractor shall provide reports that list the account number and overpayment amount on all transaction accounts that are overpaid as of a date.
1583	The Contractor shall design and implement reports that duplicate the format and content of the current reports in Attachment C: Sample Reports.
1584	The Contractor shall provide monthly and quarterly status reports that mimic the format provided in Attachment C: Sample Reports and includes additional information requested by the Authority during the Implementation Phase.

1.16.2.2. Customer and Account Management Reports

Account management reports detail the overall status of accounts. The Contractor shall provide reports that detail account openings and closures, transitions from one account type to another (for example, an Unregistered account becoming a Registered account). Reports also shall be provided that give the Authority information about accounts that fall below the Insufficient Balance Threshold. These reports shall provide an indication of the overall success of the current Business Rules and may provide some insight into where potential changes could be made to enhance the customer experience or operational performance of the BOS.

1585	The Contractor shall provide a comprehensive report that displays current account statistics for transaction totals and charges by the following criteria, including but not limited to:
	• transaction totals and charges by Toll Facility;
	• transaction totals and charges by account types;
	• transaction totals and charges by Account Plan;
	• transaction totals and charges by status or workflow stage;
	• transaction totals and charges by payment option;
	• transaction totals and charges by account identification method and
	• transaction totals and charges by account statuses.
1586	The Contractor shall provide a comprehensive report that displays all account creation and account closing information for a selected period by contact method (for example, detailing accounts open and closed via the Self-Service Website, by phone, by walk-in and by mail).
1587	The Contractor shall provide reports that detail all prepaid tolls and outstanding balances due for every account. This report should allow Authorized Users to specify only certain accounts based on criteria which includes, but is not limited to:
	• account status;
	• account type;
	• account number and
	• dollar amount.
1588	The Contractor shall provide a comprehensive report that displays all accounts and/or transponders that have Account Plans.

1589	<p>The Contractor shall provide reports that display all balances, activity and statistics on accounts by account type, including but not limited to:</p> <ul style="list-style-type: none"> • accounts created; • transponders fulfilled; • accounts closed; • Account Plan utilization; • invoices and Violation Notices on account; • past due by status or workflow stage; • Violation Notices on hold; • Write-Offs; • accounts with debt in collections; • accounts with Registration Holds placed; • accounts with active Violation(s); • payments and refunds processed and requested and • toll transaction disputes processed and in progress.
1590	<p>The Contractor shall provide a single report that provides the complete detailed account history for a single account. This report shall include a chronological listing of all activities for each activity type for a specified range of time between account inception and the current date, including but not limited to:</p> <ul style="list-style-type: none"> • toll transactions/trips – transaction time (entry and exit), location, Posting date/time, Tolling Location, expected toll, Posted toll and discounts (for example, Account Plans); • Financial Transactions – payment date, payment item, Payment Type, payment method, payment number (for example, check number), payment detail (for example, breakdown of tolls and fees paid) receipt number, amount due, paid amount; • reversal activity on Posted transactions (toll, non-toll, penalties, fees, financial) – reversal date, original transaction, reason; • Notifications – date, type, communications channel, Notification number, if applicable (invoice number, Violation Notice number), amount due in each status or workflow stage, due date; • account comments; • account statuses – date of change, from status, to status, user ID and trigger; • Account Plan(s) and activity; • Cases – date Case was established, Case status, Case disposition; • transponder activities and statuses - date of change, from status, to status, user ID, trigger;

	<ul style="list-style-type: none"> dispute activity – date, transaction; invoice/Violation Notice/statement number, amount owed, reason, results; dismissal code, dismissed amount;
	<ul style="list-style-type: none"> Violation activity – date, amount, payment, dismissal, aged to court or collections;
	<ul style="list-style-type: none"> court activity (obtained from the Collection Agency) – date, transaction, amount owed, disposition;
	<ul style="list-style-type: none"> collection activity – date, Toll Facilities, Notification, amount placed, amount paid, dated recalled/canceled;
	<ul style="list-style-type: none"> Registration Hold and release activity – date, license plate number, Notification, amount owed, results of motor vehicle department, date of hold/release and
	<ul style="list-style-type: none"> account maintenance activities.
1591	<p>The Contractor shall provide reports that list all customers’ financial activity on the account, including but not limited to:</p> <ul style="list-style-type: none"> account number; name and address records; all notes and/or Cases related to the account or transactions; beginning balance; credits and debits by transaction type; refunds; reversals; payments; dismissals; adjustments and ending balance.
1592	<p>The Contractor shall provide reports that list all customers’ financial activity on the account and reconcile to the Financial Accounts.</p>
1593	<p>The Contractor shall provide reports listing accounts that have no transaction or payment activity since a specified date (Configurable) or for a period of time (Configurable), including their history and current status.</p>
1594	<p>The Contractor shall provide reports that identify the processed transactions, reconcile to operations reports and summarize the operations activity. Such reports shall summarize the operational activities performed in different customer service departments and areas, including but not limited to:</p> <ul style="list-style-type: none"> totals for number of accounts opened and closed by type; number of transponders assigned by type of transponder; account replenishment; invoices generated;

	<ul style="list-style-type: none"> • Violation Notices generated;
	<ul style="list-style-type: none"> • Violations filed with the court;
	<ul style="list-style-type: none"> • Account Plan-related transactions;
	<ul style="list-style-type: none"> • Cases opened;
	<ul style="list-style-type: none"> • Cases closed;
	<ul style="list-style-type: none"> • Cases escalated;
	<ul style="list-style-type: none"> • license plates and transponder transactions/trips in the Processing Exception List;
	<ul style="list-style-type: none"> • Notices on hold;
	<ul style="list-style-type: none"> • disputes processing status;
	<ul style="list-style-type: none"> • Evidence Packages created;
	<ul style="list-style-type: none"> • placed in collection;
	<ul style="list-style-type: none"> • eligible for Registration Hold;
	<ul style="list-style-type: none"> • successful Registration Hold;
	<ul style="list-style-type: none"> • eligible for Registration Hold release;
	<ul style="list-style-type: none"> • successful Registration Hold release;
	<ul style="list-style-type: none"> • account status;
	<ul style="list-style-type: none"> • any adjustments made;
	<ul style="list-style-type: none"> • customer I-Toll transactions/trips Posted and
	<ul style="list-style-type: none"> • other CSR activity.
1595	<p>The Contractor shall provide reports that display all customer and non-customer feedback by account type, contact method and users, including but not limited to:</p> <ul style="list-style-type: none"> • Cases by category; • suggestions by category; • Cases by time period and • suggestions by time period.
1596	<p>The Contractor shall provide reports that list accounts that require attention, including but not limited to:</p> <ul style="list-style-type: none"> • accounts that have Flags on the account indicating an issue (Configurable by Flag); • replenishment failure; • Credit Card expiration; • Excessive I-Tolls; • disputed Violation Notices; • debt at collections;

	<ul style="list-style-type: none"> • Registration Hold;
	<ul style="list-style-type: none"> • overpayment;
	<ul style="list-style-type: none"> • refund requests;
	<ul style="list-style-type: none"> • open Case(s);
	<ul style="list-style-type: none"> • Violation Notices on hold;
	<ul style="list-style-type: none"> • bankruptcy;
	<ul style="list-style-type: none"> • negative balance;
	<ul style="list-style-type: none"> • inactivity;
	<ul style="list-style-type: none"> • Notifications that require review and
	<ul style="list-style-type: none"> • accounts that require follow up action by CSR or customer.
1597	The Contractor shall provide reports that list the status of transactions/trips (count and revenue) processed by the BOS, identifying the exact position in all open workflow points for unpaid transactions, both home (the Authority) and Interoperable, that Posted to the accounts, those that were rejected due to various reasons and those that are in any other terminal statuses. The reports shall reconcile to the financial reports and interoperable reports.
1598	The Contractor shall provide reports that account for all shift activity with detailed and summarized financial information, including but not limited to:
	<ul style="list-style-type: none"> • all payment transactions processed for each payment item;
	<ul style="list-style-type: none"> • all payment transactions processed by payment method;
	<ul style="list-style-type: none"> • all payment transactions processed by Payment Type;
	<ul style="list-style-type: none"> • all payment transactions processed by payment channel;
	<ul style="list-style-type: none"> • all Financial Transactions dismissed;
	<ul style="list-style-type: none"> • all voided Financial Transactions;
	<ul style="list-style-type: none"> • all Financial Transactions reversed;
	<ul style="list-style-type: none"> • all Financial Transactions adjusted;
	<ul style="list-style-type: none"> • all Financial Transactions unapplied and re-applied;
	<ul style="list-style-type: none"> • all Financial Transactions waived and
	<ul style="list-style-type: none"> • all Financial Transactions waived by user.
1599	The Contractor shall provide reports that list all financial activity of all CSRs that reconcile to individual CSR activity reports.
1600	The Contractor shall provide reports that list all financial activity of all CSRs that reconcile to financial reconciliation reports.
1601	The Contractor shall provide reports that summarize the operational activities performed in different customer service departments and areas, including but not limited to:

	<ul style="list-style-type: none"> • WIC(s);
	<ul style="list-style-type: none"> • Self-Service Website;
	<ul style="list-style-type: none"> • Self-Service Mobile Application (Phase II and optional);
	<ul style="list-style-type: none"> • IVR;
	<ul style="list-style-type: none"> • contact center;
	<ul style="list-style-type: none"> • mailroom;
	<ul style="list-style-type: none"> • Case management department;
	<ul style="list-style-type: none"> • Third-Party Service Providers and Business Partners and
	<ul style="list-style-type: none"> • Collection Agency.
1602	<p>The Contractor shall provide reports that summarize the payment processing activities performed in different customer service departments and areas, including but not limited to:</p>
	<ul style="list-style-type: none"> • the separate WICs;
	<ul style="list-style-type: none"> • Self-Service Website;
	<ul style="list-style-type: none"> • Self-Service Mobile Application (Phase II and optional);
	<ul style="list-style-type: none"> • IVR;
	<ul style="list-style-type: none"> • contact center;
	<ul style="list-style-type: none"> • automated BOS replenishments;
	<ul style="list-style-type: none"> • Lockbox (optional);
	<ul style="list-style-type: none"> • electronic deposit;
	<ul style="list-style-type: none"> • mailroom;
	<ul style="list-style-type: none"> • Case management department;
	<ul style="list-style-type: none"> • Third-Party Service Providers and Business Partners;
	<ul style="list-style-type: none"> • Collection Agency and
	<ul style="list-style-type: none"> • courts.

1.16.2.3. Payment Processing Reports

1603	<p>The Contractor shall provide reports that track the Credit Card, ACH, check, cash and money order payments that are processed, including but not limited to:</p>
	<ul style="list-style-type: none"> • number and dollar value of payments;
	<ul style="list-style-type: none"> • refunds;
	<ul style="list-style-type: none"> • reversals;
	<ul style="list-style-type: none"> • adjustments;

	<ul style="list-style-type: none"> • voids;
	<ul style="list-style-type: none"> • payment date;
	<ul style="list-style-type: none"> • activity date;
	<ul style="list-style-type: none"> • settlements;
	<ul style="list-style-type: none"> • payment item;
	<ul style="list-style-type: none"> • payment source;
	<ul style="list-style-type: none"> • Payment Type, for example check, ACH, money order, cash;
	<ul style="list-style-type: none"> • payment method;
	<ul style="list-style-type: none"> • Credit Card type;
	<ul style="list-style-type: none"> • card details;
	<ul style="list-style-type: none"> • processed amounts;
	<ul style="list-style-type: none"> • Violation Notice number paid;
	<ul style="list-style-type: none"> • account debited and
	<ul style="list-style-type: none"> • account credited.
1604	The Contractor shall provide the capability to produce payment reports by payment source (for example, CSR, Self-Service Website, Self-Service Mobile Application (Phase II and optional), IVR and Collection Agency) and by Payment Type (for example, Credit Card, ACH, check, cash and money order).
1605	The Contractor shall provide reports that balance and reconcile the Credit Card processed by the BOS to the Credit Card Posting status provided by the Merchant Service Provider and allows operations to investigate discrepancies, including but not limited to:
	<ul style="list-style-type: none"> • failed Credit Card transactions;
	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • date and time;
	<ul style="list-style-type: none"> • successful Credit Card transactions that did not Post to an account;
	<ul style="list-style-type: none"> • Credit Cards that were processed by the BOS but not the Credit Card processor;
	<ul style="list-style-type: none"> • duplicate Credit Card processing;
	<ul style="list-style-type: none"> • duplicate Credit Card Posting;
	<ul style="list-style-type: none"> • total amount successfully processed;
	<ul style="list-style-type: none"> • total amount Posted to accounts;
	<ul style="list-style-type: none"> • total amounts identified as processed by the Credit Card processor;
	<ul style="list-style-type: none"> • variances and
	<ul style="list-style-type: none"> • chargebacks.

1606	<p>The Contractor shall provide reports that balance and reconcile the ACH transactions processed by the BOS to the ACH Posting status provided by the Merchant Service Provider/ACH processor and allows operations to investigate discrepancies, including but not limited to:</p> <ul style="list-style-type: none"> • failed ACH transactions; • account number; • date and time; • successful ACH transactions that did not Post to an account; • ACH transactions that were processed by the BOS but not the ACH processor; • duplicate ACH processing; • duplicate ACH Posting; • total amount successfully processed; • total amount Posted to accounts; • total amounts identified as processed by the ACH processor; • Variances, and • returns/rejects.
1607	<p>The Contractor shall provide reports that detail returned checks processed during any timeframe, broken down by type of original payment (toll, fee and penalty).</p>

1.16.2.4. Inventory Management Reports

Inventory management reports shall assist the Authority and the Contractor in review and management of inventory items.

1608	<p>The Contractor shall provide transponder inventory reports that 1) track the transponder inventory by type of transponder and distributor; 2) ensure there are sufficient transponders in stock; 3) show the status of all transponders at all stages of transponder purchase, fulfillment and recovery/disposition cycle, including but not limited to:</p> <ul style="list-style-type: none"> • transponders issued to customers; • transponders by status; • transponders in warranty; • transponders in the return material authorization process; • transponders on order but not shipped; • transponders sold and • other operational statuses.
1609	<p>The Contractor shall provide transponder status reports that track the issuance of inventory items, including but not limited to:</p>

	<ul style="list-style-type: none"> • sold by item type;
	<ul style="list-style-type: none"> • by type of distribution method, for example, by mail, in WIC #1 and WIC #2;
	<ul style="list-style-type: none"> • number and frequency of inventory items distributed;
	<ul style="list-style-type: none"> • the inventory status;
	<ul style="list-style-type: none"> • the status of damaged transponders and
	<ul style="list-style-type: none"> • the status of failed transponders.
1610	The Contractor shall provide inventory reports that show beginning balance and end of month balance by inventory location.

1.16.2.5. ROV Lookup Reports

This series of reports provides information about the outcomes of the Authority’s ROV Lookup requests.

1611	The Contractor shall provide DMV Lookup reports that track the ROV Lookup requests and the responses from the various DMVs/ROV Lookup Service Provider(s).
1612	The Contractor shall provide DMV Lookup reconciliation reports that track the quantity of ROV Lookup requests by different attributes, including but not limited to: <ul style="list-style-type: none"> • jurisdiction; • response (unknown at DMV, ROV provided); • ROV Lookup Service Provider; • Address status (forwarded to updated address, no forwarding address, good); • by date requested; • by date response was received and • address database used (temporary license plates, trucking, manual lookup).
1613	The Contractor shall provide ROV Lookup reports that reconcile the number of ROV Lookup requests to the invoices from the ROV Lookup Service Providers.
1614	The Contractor shall provide ROV Lookup reconciliation reports shall reconcile to appropriate financial and operations reports.

1.16.2.6. Notifications Reports

1615	The Contractor shall provide Notification reconciliation reports that track the different stages in the Notification process, including but not limited to: qualification, creation, quality review, printing, and mailing.
1616	The Contractor shall provide Notification reconciliation reports that track the quantity of Notification pieces by different attributes, including but not limited to: <ul style="list-style-type: none"> • qualified; • created;

	<ul style="list-style-type: none"> • quality reviewed;
	<ul style="list-style-type: none"> • printed;
	<ul style="list-style-type: none"> • distributed by Notification vendor;
	<ul style="list-style-type: none"> • Notification distribution channel;
	<ul style="list-style-type: none"> • by date qualified;
	<ul style="list-style-type: none"> • by date created;
	<ul style="list-style-type: none"> • by date quality review was performed;
	<ul style="list-style-type: none"> • by date the Notification was printed;
	<ul style="list-style-type: none"> • by date distributed;
	<ul style="list-style-type: none"> • Jurisdiction in which the license plate is registered;
	<ul style="list-style-type: none"> • Jurisdiction which the Notification was mailed to;
	<ul style="list-style-type: none"> • by batch (for example, quantity of Notification pieces processed in a certain batch of items);
	<ul style="list-style-type: none"> • by Notification item and
	<ul style="list-style-type: none"> • by Notification status (for example, bad address or paid).
1617	The Contractor shall provide Notification reconciliation reports that reconcile the Notification pieces as they move through various stages of the Notification process (for example if a piece of Notification qualified two weeks ago, where is that piece now?).
1618	The Contractor shall provide Notification tracking reports that show trends by Notification type and channel.
1619	The Contractor shall provide Notification reconciliation reports shall reconcile to appropriate financial and operations reports.

1.16.2.7. Collections Reports

The Collection Agencies will transmit payment information to the BOS via the collections interface. For example, when the Collection Agency #1 accepts a payment over the phone from a customer with transactions/trips in collections, the Collection Agency will transmit that payment information which shall be Posted into the BOS.

The BOS shall have the capability to determine the source of the payment (for example, to determine if the payment was accepted from a BOS CSR or from Collection Agency #2) and record that source for tracking and reporting purposes.

1620	Provide reports that track the status of the collections efforts by individual Collection Agency and by Toll Facility, including but not limited to:
	<ul style="list-style-type: none"> • accounts, Notices and transactions/trips in collections;
	<ul style="list-style-type: none"> • toll, fee and penalty amounts placed in collections;
	<ul style="list-style-type: none"> • toll, fee and penalty collections to date;

	<ul style="list-style-type: none"> • source of toll, fee and penalty payment, for example Collection Agency staff, BOS staff, Lockbox Service Provider (optional), Self-Service Website, Self-Service Mobile Application (Phase II and optional), IVR;
	<ul style="list-style-type: none"> • outstanding toll, fee and penalty amounts;
	<ul style="list-style-type: none"> • adjustments and corrections;
	<ul style="list-style-type: none"> • any collection disputes, holds or resolution on the account;
	<ul style="list-style-type: none"> • open Cases associated with collections;
	<ul style="list-style-type: none"> • amount received by the Collection Agency for each transaction in collections and
	<ul style="list-style-type: none"> • how long the account has been in collections.
1621	Provide collections reports that list all collections activity and reconcile to financial and Operations reports including but not limited to by individual Collection Agency and by Toll Facility.
1622	Provide reports that track the collections cost and show collections trends and success rates by individual Collection Agency and by Toll Facility for Violation debt.
1623	Provide reports that track the collections cost and show collections trends and success rates by individual Collection Agency and by Toll Facility for negative Account balance debt.

1.16.2.8. Registration Hold Reports

1624	The Contractor shall provide Registration Hold reports, including but not limited to:
	<ul style="list-style-type: none"> • current number and dollar value of transactions/trips associated with Registration Hold requests;
	<ul style="list-style-type: none"> • date of hold;
	<ul style="list-style-type: none"> • number of hold requests;
	<ul style="list-style-type: none"> • average number of days delinquent for Registration Hold;
	<ul style="list-style-type: none"> • current number and dollar value of accepted and denied Registration Hold;
	<ul style="list-style-type: none"> • current number and dollar value of Registration Hold terminated through quality review process;
	<ul style="list-style-type: none"> • current number and dollar value of payment on Registration Hold;
	<ul style="list-style-type: none"> • current number and dollar value of aging of transactions/trips in Registration Hold queue;
	<ul style="list-style-type: none"> • Registration Hold Notification and
	<ul style="list-style-type: none"> • current number and dollar value of Registration Hold in various Registration Hold statuses.
1625	The Contractor shall provide Registration Hold reports that list accounts and license plates where Registration Hold needs to be initiated, including but not limited to:
	<ul style="list-style-type: none"> • account number;

	<ul style="list-style-type: none"> • license plate number and Jurisdiction;
	<ul style="list-style-type: none"> • the date the license plate became eligible for Registration Hold;
	<ul style="list-style-type: none"> • the status of the Registration Hold;
	<ul style="list-style-type: none"> • the days in Registration Hold status and
	<ul style="list-style-type: none"> • all transaction details demonstrating the validity of the Registration Hold.
1626	The Contractor shall provide the capability to reconcile Registration Holds. For example, reconcile data which compares the BOS' records of current Registration Holds to the DMV's records.

1.16.2.9. Registration Hold Release Reports

1627	The Contractor shall provide Registration Hold release reports that list accounts and license plates where the Registration Hold needs to be released, including but not limited to:
	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • license plate number and Jurisdiction;
	<ul style="list-style-type: none"> • the date the license plate became eligible for registration release;
	<ul style="list-style-type: none"> • the status of the registration release;
	<ul style="list-style-type: none"> • number and dollar value of registration release requests;
	<ul style="list-style-type: none"> • the days in registration release status and
	<ul style="list-style-type: none"> • all transaction details demonstrating the validity of the registration release.

1.16.2.10. Violations Reports

1628	The Contractor shall provide Violations reports and Toll Facility, broken down by tolls, fees and penalties, including but not limited to:
	<ul style="list-style-type: none"> • number and dollar value of Violations;
	<ul style="list-style-type: none"> • average number of days delinquent for Violations;
	<ul style="list-style-type: none"> • number and dollar value of Violations terminated through quality review process (for example, Violations determined to be ineligible for further escalation after review at any status or workflow stage);
	<ul style="list-style-type: none"> • number and dollar value of payment on Violations;
	<ul style="list-style-type: none"> • number and dollar value of aging of transactions/trips in Violations queue;
	<ul style="list-style-type: none"> • Violation Notices and
	<ul style="list-style-type: none"> • number and dollar value of Violations in various Violation statuses.
1629	The Contractor shall provide Violation reports that list accounts and license plate and Jurisdiction where the Violation needs to be initiated, by Toll Facility, including but not limited to:
	<ul style="list-style-type: none"> • account number;

	<ul style="list-style-type: none"> • license plate number and Jurisdiction;
	<ul style="list-style-type: none"> • the date the license plate became eligible for Violation;
	<ul style="list-style-type: none"> • the status of the Violations;
	<ul style="list-style-type: none"> • the days in Violation status and
	<ul style="list-style-type: none"> • all transaction details demonstrating the validity of the Violation.
1630	The Contractor shall provide Violation reports that show payment trends and success rates for Violations by Toll Facility.
1631	The Contract shall provide a Violation report that shows the aging of all violations with the transaction count and associated value and the current collection stage.
1632	The Contractor shall provide a Violation report that shows the escalation stage in which violations are resolved (paid, reduced or dismissed) with the transaction count, amount paid, amount dismissed, amount reduced and amount remaining.

1.16.2.11. Case Management Reports

1633	The Contractor shall provide reports that list Case summary information (or details if selected), including but not limited to:
	<ul style="list-style-type: none"> • number of Cases by type;
	<ul style="list-style-type: none"> • number of Cases by Toll Facility;
	<ul style="list-style-type: none"> • Case established by, such as established by BOS, customer, or CSR;
	<ul style="list-style-type: none"> • Cases opened;
	<ul style="list-style-type: none"> • Cases closed;
	<ul style="list-style-type: none"> • Cases escalated;
	<ul style="list-style-type: none"> • number of Cases that failed to meet the Authority's Performance Measures;
	<ul style="list-style-type: none"> • average Case handling time by priority;
	<ul style="list-style-type: none"> • longest Case handling time by priority and
1634	The Contractor shall provide reports that list the detailed Case information, including but not limited to:
	<ul style="list-style-type: none"> • Case ID (i.e., uniquely identifies the Case record);
	<ul style="list-style-type: none"> • Case type;
	<ul style="list-style-type: none"> • account number, if applicable;
	<ul style="list-style-type: none"> • severity level or priority;
	<ul style="list-style-type: none"> • source of Case status;
	<ul style="list-style-type: none"> • created date;
<ul style="list-style-type: none"> • resolved date; 	

	<ul style="list-style-type: none"> • number of days since creation;
	<ul style="list-style-type: none"> • number of days since last agent touch;
	<ul style="list-style-type: none"> • due date and time;
	<ul style="list-style-type: none"> • total time spent working on the Case;
	<ul style="list-style-type: none"> • total time spent by a specific user;
	<ul style="list-style-type: none"> • total time spent by a specific department;
	<ul style="list-style-type: none"> • action taken at each hand-off;
	<ul style="list-style-type: none"> • Case history;
	<ul style="list-style-type: none"> • related accounts and
	<ul style="list-style-type: none"> • Case description/free-form notes on the account.
1635	<p>The Contractor shall provide dispute (Case Type = Dispute) reconciliation reports, including but not limited to:</p> <ul style="list-style-type: none"> • Transponder-Based Transaction/Trip disputes; • Image-Based Transaction/Trip (I-Tolls and Violations) disputes; • payment for accepted and partially accepted disputes; • dismissed Transponder-Based Transactions/Trips; • dismissed Image-Based Transactions/Trips; • reassigned Transponder-Based Transactions/Trips and • reassigned Image-Based Transactions/Trips.
1636	<p>The Contractor shall provide dispute reconciliation reports by Toll Facility that shall reconcile the Image-Based Transactions/Trips as the Image-Based Transactions/Trips move through various stages of the dispute process, including but not limited to:</p> <ul style="list-style-type: none"> • accepted disputes; • accepted, partially accepted and denied disputes; • dismissals and • reassignments.
1637	<p>The Contractor shall provide dispute reconciliation reports by Toll Facility shall be provided, including but not limited to:</p> <ul style="list-style-type: none"> • dispute reasons; • dismissal reasons by type of dispute; • status of the toll when disputed; • disputes created by user; • resolution time;

	<ul style="list-style-type: none"> • number of open disputes;
	<ul style="list-style-type: none"> • number of closed disputes;
	<ul style="list-style-type: none"> • dispute Notifications received and
	<ul style="list-style-type: none"> • dispute Notifications sent.
1638	The Contractor shall provide dispute reconciliation reports by Toll Facility shall include all Self-Service Website, Self-Service Mobile Application (Phase II and optional) and IVR transactions.

1.16.3. Financial Management Reports

The BOS shall be capable of generating financial journals, trial balances, financial ledgers and transaction reports.

1639	The Contractor shall provide for the selectable separation of reports by Interoperable Agencies, Third-Party Service Providers and Business Partners and/or Toll Facility, including but not limited to:
	<ul style="list-style-type: none"> • WIC(s);
	<ul style="list-style-type: none"> • Self-Service Website;
	<ul style="list-style-type: none"> • Self-Service Mobile Application (Phase II and optional);
	<ul style="list-style-type: none"> • IVR;
	<ul style="list-style-type: none"> • courts;
	<ul style="list-style-type: none"> • contact center;
	<ul style="list-style-type: none"> • mailroom;
	<ul style="list-style-type: none"> • Lockbox (optional);
	<ul style="list-style-type: none"> • transponder and
	<ul style="list-style-type: none"> • Collection Agency.
1640	The Contractor shall provide financial journal and ledger reports that list all accounts receivables by revenue type, by Toll Facility and in summary, including but not limited to:
	<ul style="list-style-type: none"> • Transponder-Based Transaction/Trip;
	<ul style="list-style-type: none"> • Transponder-Based Transaction/Trip by account type;
	<ul style="list-style-type: none"> • Image-Based Transaction/Trip;
	<ul style="list-style-type: none"> • Notice by transaction status or workflow stage;
	<ul style="list-style-type: none"> • adjustments;
	<ul style="list-style-type: none"> • reversals;
	<ul style="list-style-type: none"> • refunds and their dispositions and
	<ul style="list-style-type: none"> • fees.

1641	The Contractor shall provide transaction and revenue reconciliation reports that track a transaction throughout the revenue cycle (from its entry into the BOS until its closure) and help identify the final resolution of each transaction, including but not limited to:
	<ul style="list-style-type: none"> • the expected number and revenue for all transactions/trips;
	<ul style="list-style-type: none"> • Posting status;
	<ul style="list-style-type: none"> • pending status (including workflow location(s));
	<ul style="list-style-type: none"> • termination reasons;
	<ul style="list-style-type: none"> • collected/actual revenue;
	<ul style="list-style-type: none"> • percentage collected and
	<ul style="list-style-type: none"> • variances.
1642	The Contractor shall provide an annual report that provides the analysis of credit card and ACH fees between TCA and the Authority's for the purpose of netting these fees out the interagency toll revenue payments.
1643	The Contractor shall provide the capability to generate all reports by Toll Facility.

1.16.3.1. Trial Balance and Financial Account Reports

The Authority will utilize reports (journal entry file exports) from the BOS to import into the Authority's financial accounting systems for the purpose of recording financial active related to the BOS. While there is no automated interface, the Authority intends to use these journal entry file exports to record financial activities into their respective general ledgers on a daily or weekly basis.

OCTA uses the Finance Enterprise, formally known as ONESolution, financial accounting system, which requires its own file format for import into its general ledger. Furthermore, the Authority has Business Rules and revenue recognition policies which the Contractor shall consider when developing the financial processes in the system; these details shall be identified during the Implementation Phase.

1644	The Contractor shall provide file export report of all BOS Financial Account activity to be used to record revenues in the Authority's financial systems.
1645	The Contractor shall provide the capability for the Authority to receive information in sufficient detail to record revenues at different steps in the revenue cycle. (For example, before a Violation Notice is mailed, a transaction is in the "billable" stage and in a "billable" Financial Account and when that transaction is included on a Violation Notice, it is in the "billed" stage and in a "billed" Financial Account), including but not limited to:
	<ul style="list-style-type: none"> • when transaction/trip is submitted to the BOS;
	<ul style="list-style-type: none"> • when billable (deemed billable but not yet billed);
	<ul style="list-style-type: none"> • when billed;
	<ul style="list-style-type: none"> • when paid (payment received from customer) and
	<ul style="list-style-type: none"> • when payment remitted to the Authority.

1646	The Contractor shall structure the Financial accounts so revenues of one entity are not comingled with the revenues of another entity. For example, Image-Based Transaction/Trip toll revenue for one entity shall be separated in the Financial Account from Image-Based Transaction/Trip toll revenue of another entity, from Transponder-Based Transaction/Trip toll revenue and from fee revenue. Entities include the Authority and also include but are not limited to individual CTOC Agencies and the Collection Agency.
1647	The Contractor shall structure the Financial Accounts in such a way that all revenues and expenses from one Toll Facility are easily discernible from the revenues and expenses of other Toll Facilities.
1648	The Contractor shall provide trial balance reports that reconcile all Financial Accounts and confirm the credit and debit balance and show general ledger codes grouped and summarized by asset and liability.
1649	The Contractor shall provide Financial Account reports that reconcile to other transaction and financial reports.
1650	The Contractor shall provide reports summarizing like Financial Accounts (for example, all toll revenue Financial Accounts for a particular Toll Facility), including but not limited to the following timeframes:
	<ul style="list-style-type: none"> • month;
	<ul style="list-style-type: none"> • month-to-date;
	<ul style="list-style-type: none"> • quarter;
	<ul style="list-style-type: none"> • quarter-to-date;
	<ul style="list-style-type: none"> • year;
	<ul style="list-style-type: none"> • year-to-date;
	<ul style="list-style-type: none"> • from and to date;
	<ul style="list-style-type: none"> • from and to month and
	<ul style="list-style-type: none"> • from and to year.

1.16.3.2. Revenue Reports

1651	The Contractor shall provide a revenue report that reflects all revenue, including but not limited to:
	<ul style="list-style-type: none"> • Transponder-Based Transactions/Trips toll revenue;
	<ul style="list-style-type: none"> • Image-Based Transactions/Trips toll revenue;
	<ul style="list-style-type: none"> • all fees and
	<ul style="list-style-type: none"> • penalties.
1652	The Contractor shall provide a report that details potential lost revenue by status or workflow stage, as well as reasons for potential loss, such as a report listing those transactions/trips which still possess a receivable balance and have been placed on hold.

1.16.3.3. Payment Reports

1653	<p>The Contractor shall provide a payments report that reflects all payments, including but not limited to:</p> <ul style="list-style-type: none"> • Transponder-Based Transactions/Trips toll revenue; • Image-Based Transactions/Trips toll revenue; • prepayments; • all fees and • penalties.
1654	<p>Payment reports shall reconcile to reports provided by the various interfaces, including but not limited to:</p> <ul style="list-style-type: none"> • Credit Card processor; • collections; • Interoperable Agencies; • bank deposits, and • Lockbox payments, if utilized.
1655	<p>The Contractor shall provide an unallocated payments report that lists all payments that could not be associated with a transaction with sufficient detail for payment research, such as the ability to back-out and re-apply against outstanding receivable.</p>

1.16.3.4. Registered Account Reports

1656	<p>The Contractor shall provide a report that reflects the prepaid balance in each account as of a point in time.</p>
1657	<p>The Contractor shall provide a report that reflects all replenishments to Registered accounts over a period of time.</p>
1658	<p>The Contractor shall provide a report that reflects all usage of prepaid funds over a period of time.</p>
1659	<p>The Contractor shall provide a report that reflects all adjustments to accounts over a period of time (for example, adjustments would include any transaction that affects an account balance that is not included on a replenishment report or a usage report).</p>
1660	<p>The Contractor shall provide a report that compares the calculated prepaid balance by account to the prepaid balance per the BOS at any point in time (for example, the calculated prepaid balance is the sum of the account balance as of the first day of the month plus replenishments less usage and plus/minus adjustments that occur during the month, compared to the BOS balance as of the end of the month). Variances shall be identified at the account level.</p>

1.16.3.5. Receivable Reports

1661	The Contractor shall provide aged accounts receivable reports that lists all receivables (toll transactions, fees and penalties) for each status or workflow stage, by Toll Facility, including but not limited to:
	<ul style="list-style-type: none"> • in process (not yet charged to account);
	<ul style="list-style-type: none"> • charged to account (but not yet invoiced or included on a Violation Notice);
	<ul style="list-style-type: none"> • Notice of Toll Evasion Violation;
	<ul style="list-style-type: none"> • Notice of Delinquent Toll Evasion Violation;
	<ul style="list-style-type: none"> • Collection Agency;
	<ul style="list-style-type: none"> • Registration Hold and
	<ul style="list-style-type: none"> • court.
1662	The Contractor shall provide aged accounts receivable reports that lists all receivables (toll transactions, fees, penalties) by number of days past due and Toll Facility, including but not limited to:
	<ul style="list-style-type: none"> • in process (not yet Posted to an account);
	<ul style="list-style-type: none"> • Posted to an account (but not yet invoiced or sent a Violation Notice);
	<ul style="list-style-type: none"> • current due (invoiced or sent a Violation Notice but not yet past due);
	<ul style="list-style-type: none"> • past due 1-30 days;
	<ul style="list-style-type: none"> • past due 31-60 days;
	<ul style="list-style-type: none"> • past due 61-90 days;
	<ul style="list-style-type: none"> • past due 91-120 days;
	<ul style="list-style-type: none"> • past due 121-180 days;
	<ul style="list-style-type: none"> • past due 181 days -12 months;
	<ul style="list-style-type: none"> • past due 12-24 months;
	<ul style="list-style-type: none"> • past due 24-36 months;
	<ul style="list-style-type: none"> • past due 36-48 months;
	<ul style="list-style-type: none"> • past due 48-60 months and
	<ul style="list-style-type: none"> • past due > 60 months.
1663	The Contractor shall provide invoicing summary reports by Toll Facility, detailing the composition of transactions/trips appearing on Violation Notices by Toll Facility.
1664	The Contractor shall provide invoicing summary reports by transaction status or workflow stage that track Violation Notice generation to final termination of Violation Notice transactions, including but not limited to counts and amounts for:
	<ul style="list-style-type: none"> • Violation Notices generated;
	<ul style="list-style-type: none"> • payments;

	<ul style="list-style-type: none"> • dismissals;
	<ul style="list-style-type: none"> • status or workflow stage and
	<ul style="list-style-type: none"> • re-issued.

1.16.3.6. Collection Agencies Reports

1665	<p>The Contractor shall provide reports that track the status of collections activities, by individual Collection Agency and by Toll Facility, including but not limited to:</p> <ul style="list-style-type: none"> • number and dollar value of Collections Placements in collections; • number and dollar value of transactions/trips in collections; • number and dollar value of Collections Placements successfully collected; • number and dollar value of transactions/trips successfully collected; • outstanding amounts (total and separated by fees, penalties and tolls); • amounts collected (total and separated by fees, penalties and tolls) by payment source (BOS, Collection Agency #1 or Collection Agency #2); • length of time in collections; • accounts recalled from collections (total and separated by fees, penalties and tolls); • transactions/trips recalled from collections (total and separated by fees, penalties and tolls); • accounts returned uncollectible; • transactions/trips returned uncollectible and • success rate.
1666	<p>The Contractor shall provide collections inventory reports that reconcile to collections monthly inventory by Collection Agency, and provide status on collections, including but not limited to:</p> <ul style="list-style-type: none"> • number and dollar value of outstanding accounts in collections at the beginning of the month; • number and dollar value of transactions/trips in collections at the beginning of the month; • number and dollar value of accounts added during the month; • number and dollar value of transactions/trips added during the month; • number and dollar value of accounts returned at the end of the month, by type; • number and dollar value of transactions/trips returned at the end of the month, by type; • number and dollar value of outstanding accounts in collections at the end of the month;

	<ul style="list-style-type: none"> number and dollar value of transactions/trips in collections at the end of the month and
	<ul style="list-style-type: none"> outstanding amount in collections at the end of the month.

1.16.3.7. Write-Off Reports

1667	The Contractor shall provide a listing of all eligible and processed Write-Offs and their disposition (such as sent to the Authority for approval, Approved by the Authority, processed), by Toll Facility and in summary, broken down by toll, fee and penalty including but not limited to: all account-level and transaction-level Write-Offs and prior year Write-Offs paid in current year with a breakdown by selectable period for each year.
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1.16.3.8. CTOC Reports

1668	The Contractor shall provide all Interoperable Agency and Toll Facility Reports described in Attachment A: CTOC Technical Specifications for Interagency Data Exchange. The Interoperable reports provided in the BOS shall be updated and modified to be in compliance with the Interoperable Agency Interface specifications.
1669	The Contractor shall provide reports on the status of Interoperable reports and file transmissions to all Toll Facilities, such as files expected but not received, issues with file transmissions/data, etc.
1670	The Contractor shall provide the following reports: <ul style="list-style-type: none"> summary report; Interoperable Agency discrepancy; adjustments report (Interoperable Agency) and Toll Facility discrepancy report.

1.16.4. Operations Reports

1.16.4.1. Operations Management Reports

Operations management reports shall provide insight into the review and management of operations and assess performance.

1671	The Contractor shall provide real-time operations reports.
1672	The BOS shall provide the capability to drill-down to the details for a selected transaction, including the image associated with the license plate if applicable.
1673	The Contractor shall provide BOS performance reports that track the performance of CSC Operations, including but not limited to: <ul style="list-style-type: none"> customer contacts, mail handling and Violation Notification response; Case handling; first contact resolution; transponder Fulfillment;

	<ul style="list-style-type: none"> • payments processed;
	<ul style="list-style-type: none"> • customer disbursements processed;
	<ul style="list-style-type: none"> • Interoperable Agency settlements processed;
	<ul style="list-style-type: none"> • returned payments processed;
	<ul style="list-style-type: none"> • chargebacks processed;
	<ul style="list-style-type: none"> • payment plans initiated and
	<ul style="list-style-type: none"> • balancing and reconciliation.
1674	<p>The Contractor shall provide staff performance reports that track the performance of individual Authorized Users over a period of time (for example, daily weekly and monthly) including but not limited to:</p> <ul style="list-style-type: none"> • customer contacts, mail handling and Notification response; • Case handling; • first contact resolution; • transponder Fulfillment; • payments processed; • customer disbursements processed; • Interoperable Agency settlements processed; • returned payments processed; • chargebacks processed; • payment plans initiated and • balancing and reconciliation.

1.16.4.2. Self-Service Website Reports

1675	<p>The Contractor shall provide Self-Service Website activity reports that list all activity associated with the Self-Service Website, and enable operations to assess the Self-Service Website's effectiveness, including but not limited to:</p> <ul style="list-style-type: none"> • number of accounts setup via the Self-Service Website; • account statements accessed; • account maintenance activities; • payments; • disputes; • Cases opened; • Violation Notice inquires and • other general information.
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1676	The Contractor shall provide reporting on the Self-Service Website usage, including but not limited to:
	<ul style="list-style-type: none"> • number of individual hits by screen;
	<ul style="list-style-type: none"> • number of page views;
	<ul style="list-style-type: none"> • number of repeat visitors versus new visitors;
	<ul style="list-style-type: none"> • bounce rate;
	<ul style="list-style-type: none"> • number of updates made to accounts and • number of functional processes, for example Violation Notice payments.

1.16.4.3. Self-Service Mobile Application Reports (Phase II and optional)

1677	The Contractor shall provide Self-Service Mobile Application activity reports that list all activity associated with the Self-Service Mobile Application, and enable operations to assess the Self-Service Mobile Application’s effectiveness, including but not limited to:
	<ul style="list-style-type: none"> • number of accounts setup via the Self-Service Mobile Website;
	<ul style="list-style-type: none"> • account statements accessed;
	<ul style="list-style-type: none"> • account maintenance activities;
	<ul style="list-style-type: none"> • payments;
	<ul style="list-style-type: none"> • disputes;
	<ul style="list-style-type: none"> • Cases opened;
	<ul style="list-style-type: none"> • Notice inquires and • other general information.
1678	The Contractor shall provide reporting on the Self-Service Mobile Website usage, including but not limited to:
	<ul style="list-style-type: none"> • number of individual hits by screen;
	<ul style="list-style-type: none"> • number of page views;
	<ul style="list-style-type: none"> • number of repeat visitors versus new visitors;
	<ul style="list-style-type: none"> • bounce rate;
	<ul style="list-style-type: none"> • number of updates made to accounts and • number of functional processes, for example Account replenishments.

1.16.4.4. Contact Center Reports

1679	The Contractor shall provide contact center reports that help determine how the Contact center is functioning and its effectiveness, including but not limited to:
	<ul style="list-style-type: none"> • quality score rating for CSRs; • average talk time;

	<ul style="list-style-type: none"> • number of calls offered to CSRs;
	<ul style="list-style-type: none"> • number of calls answered by CSRs;
	<ul style="list-style-type: none"> • number of calls abandoned;
	<ul style="list-style-type: none"> • average time before abandonment;
	<ul style="list-style-type: none"> • service level (what percentage of the calls are answered within the agreed-upon timeframe, such as what percentage of calls are answered within 60 seconds);
	<ul style="list-style-type: none"> • average speed of answer;
	<ul style="list-style-type: none"> • abandon rate;
	<ul style="list-style-type: none"> • CSR availability;
	<ul style="list-style-type: none"> • account maintenance activities;
	<ul style="list-style-type: none"> • payments processed;
	<ul style="list-style-type: none"> • transaction history accessed;
	<ul style="list-style-type: none"> • requested customer support and
	<ul style="list-style-type: none"> • obtained general information.
1680	The Contractor shall provide other performance reports to monitor, including but not limited to:
	<ul style="list-style-type: none"> • total number of calls taken by the IVR System;
	<ul style="list-style-type: none"> • total number of calls taken using virtual queuing;
	<ul style="list-style-type: none"> • total number of calls taken by the CSR (separate by Spanish and English);
	<ul style="list-style-type: none"> • the number of and average length of calls handled for each line;
	<ul style="list-style-type: none"> • the average and maximum wait time for each line;
	<ul style="list-style-type: none"> • the time taken for a CSR to answer a call once that option is selected and
	<ul style="list-style-type: none"> • the number of times a given menu is repeated consecutively during a given call.
1681	The Contractor shall provide other performance reports to monitor emails, including but not limited to:
	<ul style="list-style-type: none"> • number of emails received CSRs;
	<ul style="list-style-type: none"> • number of emails answered by group or individual CSRs;
	<ul style="list-style-type: none"> • number of emails unanswered;
	<ul style="list-style-type: none"> • average speed of answer by time period, daily, weekly, monthly;
	<ul style="list-style-type: none"> • CSR availability and
	<ul style="list-style-type: none"> • email purpose.
1682	The Contractor shall provide other performance reports to monitor chats, including but not limited to:

	<ul style="list-style-type: none"> • number of chats offered to CSRs;
	<ul style="list-style-type: none"> • number of chats answered by CSRs;
	<ul style="list-style-type: none"> • number of chats abandoned;
	<ul style="list-style-type: none"> • average speed of answer by time period, daily, weekly, monthly;
	<ul style="list-style-type: none"> • CSR availability and
	<ul style="list-style-type: none"> • chat purpose.
1683	The Contractor shall provide other performance reports to monitor texting, including but not limited to:
	<ul style="list-style-type: none"> • number of texts offered to CSRs;
	<ul style="list-style-type: none"> • number of texts answered by CSRs;
	<ul style="list-style-type: none"> • number of texts unanswered;
	<ul style="list-style-type: none"> • average speed of answer by time period, daily, weekly, monthly;
	<ul style="list-style-type: none"> • CSR availability and
	<ul style="list-style-type: none"> • Text purpose.

1.16.4.5. Print/Mail Reports

1684	The Contractor shall provide reports that allow operations to monitor the Print/Mail House Provider (optional) and/or Contractor performance against agreed to Performance Measures and manage USPS mailing activities, including but not limited to:
	<ul style="list-style-type: none"> • quantity of Notification per type;
	<ul style="list-style-type: none"> • mailing time since receipt of files;
	<ul style="list-style-type: none"> • Notifications rejected and not mailed with reasons and
	<ul style="list-style-type: none"> • Exceptions.
1685	The Contractor shall provide reports that show trends as they relate to USPS mailing operations workflow performance (volumes and amounts printed and mailed), including but not limited to:
	<ul style="list-style-type: none"> • Notification for each page limit (for example one-page, two-page, etc.);
	<ul style="list-style-type: none"> • additional inserts;
	<ul style="list-style-type: none"> • printing and mailing exceptions;
	<ul style="list-style-type: none"> • returned mail, with and without forwarding address;
	<ul style="list-style-type: none"> • bad address and
	<ul style="list-style-type: none"> • performance against the agreed upon Performance Measures as a percentage by type of Notification.
1686	The Contractor shall provide reports that can be used to reconcile/verify invoices from the Print/Mail House Provider (optional).

1.16.4.6. BOS Management Reports

1687	The Contractor shall provide reports that allow for transaction/trip reconciliation of the BOS, including but not limited to:
	<ul style="list-style-type: none"> • transactions/trips exchanged with the ETTM System;
	<ul style="list-style-type: none"> • transactions/trips Posted to accounts and
	<ul style="list-style-type: none"> • transactions/trips exchanged with Interoperable Agencies.

1.16.4.7. Contractor Performance Requirements Reports

Contractor Performance Measures reports shall assist the Authority and the Contractor in tracking, management, and assessing of the Contractor against the Performance Measures. The reports shall be designed and Approved during the Reports Design Workshop.

1688	The Contractor shall provide BOS-generated reports that allow Authorized Users to monitor performance to date against each of the Performance Measures. For example, the month to date and year to date performance against any individual Performance Measure.
1689	To the extent possible the reports shall automatically calculate the actual performance against the required Performance Measure(s).
1690	The Contractor shall provide the capability to select a random sample of the work for review and audit including but not limited to:
	<ul style="list-style-type: none"> • provide hyperlinked report reflecting a random sample of a certain number of Cases over a certain period of time (for example, 100 Cases which were opened or closed between June 1 and June 30) which shall allow the Authority to click on the hyperlink to open and audit each Case and
	<ul style="list-style-type: none"> • provide hyperlinked report reflecting a random sample of a certain number of adjusted or reversed transactions/trips over a certain period of time (for example, 100 transactions/trips that were dismissed between June 1 and June 30) which shall allow the Authority to click on the hyperlink to open and audit each dismissal.

1.16.4.8. ETTM Contractor Performance Measures Reports

ETTM System Contractor Performance Measures reports shall assist the Authority, the Contractor and the ETTM System Contractor in tracking, management, and assessing of the ETTM System Contractor against a subset of their Performance Measures. The ETTM System Contractor has the responsibility to provide for the majority of their Performance Measures Reporting. The report shall be designed and Approved during the Reports Design Workshop.

1691	The Contractor shall provide reports that allow Authorized Users to monitor the ETTM System Contractor performance to date against a subset of the ETTM System Requirements Performance Measures.
1692	The Contractor shall provide ETTM System Contractor performance reports which track the performance of the ETTM System, including but not limited to:
	<ul style="list-style-type: none"> • exchange of data and files between the ETTM System and the BOS and

	<ul style="list-style-type: none"> • results of all BOS and CSC Operations Contractor QA activities (for example, trip building and image processing accuracy).
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1.16.5. Interface Reconciliation Reports

1.16.5.1. General Requirements for Interface Reconciliation Reports

The BOS interfaces with various other systems and Third-Party Service Providers and Business Partners, as such, reconciliation of the data transfer process and exception identification are critical elements of the BOS. In Interfaces where the BOS initiates the file transfer process, the BOS shall track the successful creation of the file as required by the schedule (Configurable), the successful transfer of the file, the acknowledgement by the third-party of the successful receipt and processing of the file, the receipt of the reconciliation or response file from the third-party and the BOS's successful receipt, processing and acknowledgment of the response file. A similar tracking and reporting shall be provided when the BOS is the recipient of the transfer process. Reconciliation reports shall reconcile to other BOS and financial reports and shall meet the following Requirements.

These reconciliation reports shall be provided in addition to, and not in lieu of, automated reconciliation processes as described in the Requirements.

1.16.5.2. Reconciliation with ETTM System Transactions, Reconciliation Files and Images Reports

These reports shall allow the balancing and reconciliation of transactions/trips and images throughout the revenue cycle, identify variances and errors and assist in investigating the problems, thus minimizing lost revenue. Such reports shall help identify trends in the flow of transactions, their final termination and reconciliation to the ETTM System. The transmission of the Transponder Status List files received from the Interoperable Agencies and the home Transponder Status List to the ETTM System also shall be tracked.

1693	The Contractor shall provide transaction and image reconciliation reports that help identify issues, including but not limited to: transmission errors, data validity errors, missing images, missing transactions, traffic and transaction trends and exceptions.
1694	The Contractor shall provide transaction transmission reconciliation reports that help validate that all transactions/trips transmitted by the ETTM System made it to the BOS and are correctly processed. These reports also shall validate that all other transmissions made by the ETTM System were successfully received by the BOS and that all transmissions made by the BOS are successfully received by the ETTM System.
1695	The Contractor shall provide daily transaction transmission reconciliation reports that list all the transactions/trips transmitted to the BOS, the number of transactions/trips and the time these transactions/trips were acknowledged by the BOS. These reports also shall list the transactions/trips transmitted to the BOS that were rejected, the status of the re-transmission and records that were identified as exceptions by the receiving entity.
1696	The Contractor shall provide transaction/trip transmission reconciliation reports that summarize the transactions/trips (quantity, amount, Posting status and Posted/paid amounts) by Payment Type that can be validated against ETTM System reports.
1697	The Contractor shall provide image transmission reconciliation reports that help validate that all images and associated transactions/trips transmitted by the ETTM System were successfully received by the BOS. The reports shall list all the transaction images

	transmitted to the BOS, the number of images and data set in each file, as well as the time these files were acknowledged by the BOS.
1698	The Contractor shall provide image transmission reconciliation reports that list the transactions/trips transmitted to the BOS that were rejected and the status of the re-transmission and images identified as exceptions by the BOS.
1699	The Contractor shall provide transaction and revenue reconciliation reports that reconcile with the Financial Account reports and ETTM Systems reports.
1700	The Contractor shall provide transaction and revenue reconciliation reports that reconcile with accounts receivable and revenue reports for all transactions.
1701	The Contractor shall provide reports that track the receipt of the TSL to the ETTM Systems.

1.16.5.3. Reconciliation with Interoperable Agencies Reports

Interoperability reports are provided to assist in reconciling transaction/trips and financial settlement with Interoperable agencies.

1702	The Contractor shall provide all CTOC reports based on the most recent ICD at the time of Go-Live. The current CTOC ICD is in Attachment A: CTOC Technical Specifications for Interagency Data Exchange.
1703	The Contractor shall provide all CTOC type reports for all interoperable and other service related transactions/trips processed by TCA.

1.16.5.4. Reconciliation with ROV Lookup Source(s) Reports

The BOS shall Interface directly with one or more ROV Lookup sources including multiple direct DMV connections and a third-party ROV Lookup Provider to obtain vehicle registration information. The California DMV interface shall also be used for the placement and removal of Registration Holds. The exchange of information and status shall be tracked and reported. Reports provided by the BOS shall match the transactional data provided to the applicable ROV Lookup Service Provider.

1704	The Contractor shall provide reports that track the transmission of each vehicle registration lookup request, acknowledgment and response to each request. Data shall include the processing status of each record, including re-transmission and response code for each ROV Lookup Service Provider (initially California, Arizona, Oregon and Nevada DMVs and the Contractor-selected ROV Lookup Provider).
1705	The Contractor shall provide reports that help identify license plates, including but not limited to: <ul style="list-style-type: none"> • by Jurisdiction; • by license plate type including temporary plates; • license plates for which no registration data is provided; • reason that no registration data is provided; • license plates that have no registration data after an established period of time (Configurable);

	<ul style="list-style-type: none"> problematic license plate types and exceptions that need to be investigated (Cases).
1706	The Contractor shall provide reports that provide ROV Lookup request and response trends by ROV Lookup Service Provider, Jurisdiction, date and license plate type.
1707	The Contractor shall provide reports that reconcile Registration Hold requests with applicable DMV(s) initially California, including but not limited to: <ul style="list-style-type: none"> number of Registration Hold requests; number of Registration Holds placed; number of Registration Hold requests rejected; reason that the Registration Hold request was rejected; exceptions that need to be investigated (Cases). number of payments received at DMV; dollar amount of payments received at DMV; payments amount received from DMV and number of Registration Holds released;
1708	The Contractor shall provide reports that track Registration Hold statuses and any discrepancies between the status per the BOS and the status per the DMV or out-of-state DMV.

1.16.5.5. Reconciliation with Rental Car Companies Reports

The BOS utilizes the rental car company file exchange process (in addition to what rental car companies can perform on the Self-Service Website Portal) to maintain the vehicle database. File uploads also shall be used to obtain/update vehicle license plates.

1709	The Contractor shall provide the same reports for rental cars processed through TCA.
1710	The Contractor shall provide reports that track the vehicle license plate information provided by the rental car company, including but not limited to: <ul style="list-style-type: none"> files transmitted or loaded; license plates added; license plates identified as exceptions; effective beginning and end dates/times of the license plates; updates made to the license plate information and the processing status of the license plates.
1711	The Contractor shall provide reports that track the rental information provided by the rental car company, including but not limited to: <ul style="list-style-type: none"> files transmitted or loaded;

	<ul style="list-style-type: none"> Image-Based Transactions/Trips against license plate and/or renter/operator for rental period;
	<ul style="list-style-type: none"> outstanding amounts;
	<ul style="list-style-type: none"> vehicle status (Registration Hold);
	<ul style="list-style-type: none"> Notices and Alerts;
	<ul style="list-style-type: none"> status or workflow stage and
	<ul style="list-style-type: none"> exceptions.
1712	The Contractor shall provide reports that reconcile to Image-Based Transaction/Trip noticing and financial reports.
1713	The Contractor shall provide reports that show Image-Based Transaction/Trip trends and activity on rental car company license plates.
1714	The Contractor shall provide reports that show Image-Based Transaction/Trip trends and activity by license plate.

1.16.5.6. Merchant Account Reconciliation with Merchant Service Provider Reports

The BOS shall Interface with the Merchant Service Provider for processing Credit Card payments and refunds.

1715	The BOS shall balance and reconcile every record processed, including but not limited to:
	<ul style="list-style-type: none"> payments (sales);
	<ul style="list-style-type: none"> voids;
	<ul style="list-style-type: none"> refunds;
	<ul style="list-style-type: none"> exceptions and
	<ul style="list-style-type: none"> chargebacks, chargeback reversals and replenishment.
1716	The BOS shall load and process the Merchant Service Provider reconciliation files in support of the detailed reconciliation.
1717	The Contractor shall provide reports that track the Credit Card files transmitted to the Merchant Service Provider in batch mode and/or records transmitted in real-time, including but not limited to:
	<ul style="list-style-type: none"> number of payments;
	<ul style="list-style-type: none"> chargebacks, chargeback reversals and replenishments;
	<ul style="list-style-type: none"> refunds;
	<ul style="list-style-type: none"> reversals;
	<ul style="list-style-type: none"> adjustments;
	<ul style="list-style-type: none"> errors;
	<ul style="list-style-type: none"> authorizations;

	<ul style="list-style-type: none"> • settlements;
	<ul style="list-style-type: none"> • payment source;
	<ul style="list-style-type: none"> • Credit Card type;
	<ul style="list-style-type: none"> • processed amounts;
	<ul style="list-style-type: none"> • process status (for example accepted, declined);
	<ul style="list-style-type: none"> • counts and amounts reported by the Merchant Service Provider for each transaction type;
	<ul style="list-style-type: none"> • counts and amounts reported by the Merchant Service Provider for each card type;
	<ul style="list-style-type: none"> • variances;
	<ul style="list-style-type: none"> • declined reasons;
	<ul style="list-style-type: none"> • date and time of transmission;
	<ul style="list-style-type: none"> • Credit Card account number in PCI-compliant format;
	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • number of attempts and
	<ul style="list-style-type: none"> • processing fees.
1718	<p>The Contractor shall provide reports that track the transmission of the Credit Card expiration update request files, including but not limited to:</p> <ul style="list-style-type: none"> • records in the file; • response received; • errors; • no response; • retries; • old expiration date; • new expiration date; • Credit Card account number in PCI-compliant format; • account number; • current account balance (receivable or prepaid); • status of update; • exceptions and • account Alerts.
1719	<p>The Contractor shall provide reports that track the transmission of the Credit Card information update request files, including but not limited to:</p> <ul style="list-style-type: none"> • records in the file;

	<ul style="list-style-type: none"> • response received;
	<ul style="list-style-type: none"> • errors;
	<ul style="list-style-type: none"> • no response;
	<ul style="list-style-type: none"> • retries;
	<ul style="list-style-type: none"> • old information;
	<ul style="list-style-type: none"> • new information;
	<ul style="list-style-type: none"> • Credit Card account number in PCI-compliant format;
	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • current account balance (receivable or prepaid);
	<ul style="list-style-type: none"> • status of update;
	<ul style="list-style-type: none"> • exceptions and
	<ul style="list-style-type: none"> • account Alerts.
1720	The Contractor shall provide reports that display Credit Card payment processing fees, including but not limited to:
	<ul style="list-style-type: none"> • card type;
	<ul style="list-style-type: none"> • transaction type;
	<ul style="list-style-type: none"> • quantity processed;
	<ul style="list-style-type: none"> • amount processed;
	<ul style="list-style-type: none"> • per-transaction fees and
	<ul style="list-style-type: none"> • percentage fees.
1721	The Contractor shall provide reports that display Credit Card payment processing trends, including but not limited to:
	<ul style="list-style-type: none"> • card type;
	<ul style="list-style-type: none"> • amount processed;
	<ul style="list-style-type: none"> • amount declined;
	<ul style="list-style-type: none"> • quantity;
	<ul style="list-style-type: none"> • number of errors;
	<ul style="list-style-type: none"> • transaction type (for example, payment, replenishment, reversal, refund);
	<ul style="list-style-type: none"> • fees and
	<ul style="list-style-type: none"> • percentages.
1722	The Contractor shall provide reports that balance to financial reports.
1723	The Contractor shall provide reports that balance to settlement reports.
1724	The Contractor shall provide reports that balance to account reports.

1725	The Contractor shall provide reports that balance to operations (CSR, Website, IVR) reports.
1726	The Contractor shall provide reports that validate compliance to the Performance Measures and note the exceptions.

1.16.5.7. Reconciliation with Credit Card Update Service Provider Reports

1727	The Contractor shall provide reports that reflect successful or unsuccessful transmission of update files.
1728	The Contractor shall provide reports that reflect the number of updates requested from the Credit Card update service provider.
1729	The Contractor shall provide reports that reflect the number of updated Credit Card files received from the Credit Card update service provider.
1730	The Contractor shall provide reports that track the transmission of the Credit Card expiration update request files, including but not limited to:
	• records in the file;
	• response received;
	• errors;
	• no response;
	• retries;
	• old expiration date;
	• new expiration date;
	• Credit Card account number in PCI-compliant format;
	• account number;
	• current account balance (receivable or prepaid);
	• status of update;
	• exceptions and
• account Alerts.	
1731	The Contractor shall provide reports that track the transmission of the Credit Card information update request files, including but not limited to:
	• records in the file;
	• response received;
	• errors;
	• no response;
	• retries;
	• old information;
• new information;	

	<ul style="list-style-type: none"> • Credit Card account number in PCI-compliant format;
	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • current account balance (receivable or prepaid);
	<ul style="list-style-type: none"> • status of update;
	<ul style="list-style-type: none"> • exceptions and
	<ul style="list-style-type: none"> • account Alerts.

1.16.5.8. Reconciliation with the Authority's Bank Reports

All payments and funds received by the BOS are deposited in the Authority's Bank Accounts. The Authority requires the capture of all deposit data in the BOS. Fees for services provided also must be reflected separately in the reporting.

1732	The Contractor shall provide completed reconciliation and supporting BOS reports that reconcile files received from and sent to the banks have been processed.
1733	The Contractor shall provide reports that support and identify source of errors, variances and exceptions.
1734	The Contractor shall provide completed reconciliation and supporting BOS reports that reconcile expected revenue to the actual revenue for each account established by the BOS.
1735	The Contractor shall provide reconciliations and supporting BOS reports that reconcile to the financial reports.
1736	The Contractor shall provide reconciliations and supporting BOS reports that reconcile to payments received by the BOS from various entities, such as Interoperable Agencies, Credit Card processor and Lockbox Service Provider (optional).
1737	The Contractor shall provide completed reconciliations and supporting BOS reports that reconcile to payments made by the BOS to various agencies.
1738	The Contractor shall provide completed reconciliations and supporting BOS reports that reconcile to payments made by the BOS to various entities, such as Interoperable Agencies and customer refunds.
1739	<p>The Contractor shall provide completed reconciliations and supporting BOS reports that reconcile to the bank statements provided by the bank, including but not limited to:</p> <ul style="list-style-type: none"> • beginning balance; • activities for the month (such as payments, adjustments and checks cleared); • deposits in transit; • outstanding checks; • reconciling items and • ending balance.

1.16.5.9. Reconciliation with Collections Reports

The Contractor shall utilize collection services to pursue Image-Based Transactions/Trips and other unpaid receivable balances.

1740	Reports provided by the BOS shall track:
	<ul style="list-style-type: none"> the transmission of files;
	<ul style="list-style-type: none"> Collections Placements in collections by Collection Agency;
	<ul style="list-style-type: none"> collections aging and performance of each Collection Agency.
1741	The Contractor shall provide reports that track the transmission of the collection files and collections responses including but not limited to:
	<ul style="list-style-type: none"> number and dollar value of accounts by account type in the collections file;
	<ul style="list-style-type: none"> outstanding amounts (fees, penalties and Tolls);
	<ul style="list-style-type: none"> number and dollar value of Collections Placements;
	<ul style="list-style-type: none"> number and dollar value of transactions/trips;
	<ul style="list-style-type: none"> number of responses received and number of errors.

1.16.5.10. Reconciliation with California FTB Tax Intercept Program Reports

The Contractor shall utilize the California FTB to pursue Image-Based Transactions/Trips and other unpaid receivable balances.

1742	Reports provided by the BOS shall track:
	<ul style="list-style-type: none"> the transmission of files;
	<ul style="list-style-type: none"> debts placed with FTB;
	<ul style="list-style-type: none"> debt at FTB aging and performance of FTB.
1743	The Contractor shall provide reports that track the transmission of files and FTB responses, including but not limited to:
	<ul style="list-style-type: none"> number and dollar value of accounts by account type in the FTB file;
	<ul style="list-style-type: none"> outstanding amounts (fees, penalties and tolls);
	<ul style="list-style-type: none"> number and dollar value of FTB Placements;
	<ul style="list-style-type: none"> number and dollar value of transactions/trips;
	<ul style="list-style-type: none"> number of responses received and number of errors.

1.16.5.11. Reconciliation with Lockbox Reports (optional)

All payments and funds received by the Lockbox Service Provider (if elected) are deposited in the Authority’s Bank Accounts. The Authority requires the capture of all deposit data in the BOS. If the Contractor provides a Lockbox Service Provider, the following applies:

1744	The Contractor shall provide reports that track Lockbox Service Provider payments (summary and detail), including but not limited to:
	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • Payment Type;
	<ul style="list-style-type: none"> • number of payments;
	<ul style="list-style-type: none"> • payment amounts;
	<ul style="list-style-type: none"> • payment dates;
	<ul style="list-style-type: none"> • document type;
	<ul style="list-style-type: none"> • document number;
	<ul style="list-style-type: none"> • amount exceptions;
	<ul style="list-style-type: none"> • account exceptions and • other exceptions.
1745	The Contractor shall provide reports that balance to financial reports.
1746	The Contractor shall provide reports that balance to settlement reports.
1747	The Contractor shall provide reports that balance to account reports.
1748	The Contractor shall provide reports that display payment trends.

1.16.5.12. Reconciliation with Print/Mail House Provider Reports (optional)

The Contractor may utilize the services of third-party Print/Mail House Provider(s) to mail Notifications to customers. The reconciliation of the Notifications transmitted to the Print/Mail House Provider(s) and tracking of mailing date is critical to the CSCBOS operations.

1749	The Contractor shall provide reports that track the Notification files and the Print/Mail House Provider responses, including but not limited to:
	<ul style="list-style-type: none"> • number of records transmitted;
	<ul style="list-style-type: none"> • number of responses received;
	<ul style="list-style-type: none"> • number of bad addresses and • number of corrections made.
1750	The Contractor shall provide reports that track the Notification files transmitted to the Print/Mail House Provider, including but not limited to:
	<ul style="list-style-type: none"> • Notification type quantity and total dollar value;

	<ul style="list-style-type: none"> • number of Violation Transactions/Trips and fees and penalties in each Notice;
	<ul style="list-style-type: none"> • date transmitted;
	<ul style="list-style-type: none"> • response on each Notification;
	<ul style="list-style-type: none"> • processing status of each Notification;
	<ul style="list-style-type: none"> • date of printing;
	<ul style="list-style-type: none"> • date of mailing;
	<ul style="list-style-type: none"> • number of pages;
	<ul style="list-style-type: none"> • Notifications that were not mailed;
	<ul style="list-style-type: none"> • mailing exceptions (such as duplicate mailing or Notification missing elements);
	<ul style="list-style-type: none"> • cancelled requests;
	<ul style="list-style-type: none"> • re-prints and
	<ul style="list-style-type: none"> • re-transmissions.

1.16.6. Data Analytics (Business Intelligence) (Phase II and Optional)

The commercial off-the-shelf (COTS) data analytics Software will be used in conjunction with the data warehouse to provide data analytics (business intelligence).

1751	The Contractor shall provide a COTS data analytics solution that works in conjunction with the data warehouse.
1752	The Contractor shall provide the capability for the analysis of multi-dimensional data sets, arrays and data cubes using an online analytical processing (OLAP) tool.
1753	The Contractor shall provide 10 pre-defined analytics reports (to be determined during a post-Go-Live Phase II period).
1754	<p>The Contractor shall provide the capability for Authorized Users to display, print and export to reports and presentations the results of analysis in multiple formats, including but not limited to:</p> <ul style="list-style-type: none"> • all standard forms of tabular reporting; • all standard forms of graphs; • all standard forms of charts and • maps by ZIP code, city, county, state and country.
1755	The Contractor shall provide customized, graphical, reporting templates for the display, printing and export of information into reports and presentations.
1756	The Contractor shall provide the capability for Authorized Users to do self-service data queries and analysis.

1757	<p>The Contractor shall provide the capability to produce analytical reporting so activity on the complete Express Lanes by any combination of the following parameters in both report and data query format, including but not limited to:</p> <ul style="list-style-type: none"> • account type; • account status; • customer account demographic information; • CSC operational customer service data; • customer Notifications information; • payments type; • vehicle type; • Interoperable or home customers; • revenue type; • Transponder-Based Transactions/Trips; • Image-Based Transactions/Trips; • plate type; • Violations; • I-Tolls; • time period (for example, day, week, month, year); • time of day and • day of week of the transaction.
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Exhibit B

Volume III: Customer Service Center (CSC) Operations

Draft
4/23/2020

DRAFT

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1. SCOPE OF WORK AND REQUIREMENTS

The following subsections describe the Scope of Work and the Requirements for the CSC Operations. These Requirements are numbered to track obligations per the Agreement and any changes which may occur during the Project. Many of the Requirements contain underlying lists of specific items and work functions. The intent of these “including but not limited to” lists is to indicate to the proposer the intent and scope of the Requirement.

1.1. Operational Requirements

1.1.1. General Requirements

This section lists the high-level operations Requirements.

1	The Contractor shall provide all management, system maintenance, supervisory, financial and CSC Operations staff, including qualified management, professional and clerical personnel, to professionally operate and administer the Authority’s CSC Operations in a manner that meets all required Performance Measures.
2	The Contractor shall put in place the organizational structure and headcount required to meet these Requirements.
3	The Contractor shall be responsible for all providing all consumables (other than those explicitly stated to paid for by the Authority). Costs of consumables shall be included in the Contractor’s Price Proposal.
4	At the Authority’s direction, the Contractor shall perform the Work Required herein for any new Toll Facilities that may be implemented during the Operations and Maintenance Phase.

1.1.2. I-405 CSC and WIC Facility

The Authority will provide a new primary space for the I-405 CSC and WIC. The Contractor is required to operate this Authority provided facilities as described in the sections below. The Contractor will have unlimited access to the facility and may use expanded operational hours as needed to accomplish the Work. There is a currently operational OCTA Store WIC that will provide I-405 customer service that will be operated and staffed by OCTA.

The Contractor will not be charged rent/utilities for the use of Authority provided facility and furnishings. Although the facility will house other Authority contractors, the Contractor will be the point-of-contact and coordination point for all maintenance, repair, service and janitorial issues related to the facility regardless of location or origin,

5	The Contractor shall coordinate and facilitate tours of CSC Operations facilities and guide tours.
6	The Contractor shall be the custodian of all the Authority’s fixed assets at the I-405 CSC and WIC facility (regardless of provider) and provide tracking and reporting as required.

7	The Contractor shall facilitate, coordinate and be the point of contact for all I-405 CSC facility and equipment related maintenance and repairs that are not the fault of the Contractor (either the Authority will pay directly for the repairs or Authority will request that the Contractor pay and submit for payment through the weekly accounts payable batch process). All Contractor labor necessary for these services shall be included in the Contractor's Price Proposal and shall not be invoiced or be considered Additional Work. Repairs that are the result of Contractor actions shall be handled and paid for by the Contractor alone and the Authority shall be notified and kept informed.
8	For all third party coordinated work, the Contractor shall receive a minimum of three (3) quotes and submit to Authority for Approval/selection. Upon selection, Contractor shall initiate purchase order with the selected vendor.
9	The Contractor shall provide the coordination and facilitation of various Authority directed meetings in the CSC Operations conference rooms as requested by the Authority, including but not limited to: <ul style="list-style-type: none"> • ensuring conference room is clean and all furniture and Equipment is in working order; • providing meals for meetings (submit for payment through the weekly accounts payable batch process) and • attending meeting.
10	The Contractor shall provide and install all internal workspace signage and name plates.
11	The Contractor shall provide all office supplies required for CSC Operations and staff.
12	The Contractor shall provide all Equipment supplies, for example toner, paper, etc.

1.1.2.1. OCTA Store WIC

The OCTA Store WIC located in the same building as Authority's offices and is staffed by Authority employees. These Authority employees will be trained by the Contractor and the Contractor shall also provide escalation and operations support. There is no room for operational activities other than walk-in customer service at this site. OCTA Store WIC computers, peripherals and equipment will be provided by the Authority.

Location Name	OCTA Store WIC
Address	600 S. Main Street, Orange CA 92868
Square Footage	N/A
Functionality	WIC

1.1.2.1.1. Hours of Operation and Holidays

13	The Contractor shall train and provide escalation and operations support for the Authority employees and customer relations staff.
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14	The OCTA Store WIC shall be open 8 am- 5 pm Monday – Friday, Pacific Time.
15	The OCTA Store WIC shall observe the following Holidays:
	• New Year’s Day;
	• Memorial Day;
	• Independence Day;
	• Labor Day;
	• Thanksgiving Day;
	• Friday after Thanksgiving Day and
	• Christmas Day.
16	For any listed Holiday occurring on Saturday or Sunday, the OCTA Store WIC shall observe the Holiday on the same day as Authority’s other staff.
17	The Authority may close the OCTA Store WIC (for example, for emergency or weather conditions).

1.1.2.2. New I-405 CSC and Walk-in Center (WIC)

The CSC site is the sole Authority provided space for customer contact, CSC Operations and other processing required to meet the Requirements.

Location Name	Customer Service Center (CSC)
Address	Near the I-405 Corridor (exact location is TBD)
Square Footage	TBD
Functionality	All customer service and processing work

The CSC facility shall meet the requirements below.

18	The Contractor shall staff and operate the CSC.
19	The Contractor shall provide maintenance at this facility and ensure that the facility is professional in appearance and clean.
20	The Contractor shall exercise due care in the use, maintenance and storage of the Authority-provided facility, property and assets.
21	The Contractor shall comply with all requirements of the property lease and facility license agreements (if applicable).
22	The Contractor shall promptly notify the Authority of any weakness in the security at the CSC facility.

23	The Contractor shall utilize cameras in accordance with PCI/PII requirements and the Contractor’s preferred operational and security approach. The Authority shall have access to view and copy the camera footage upon request.
24	The Contractor shall make all Authority-directed and Approved improvements to the CSC facility, if any, as a combination of Additional Work and a pass-through cost.
25	The Contractor shall provide a minimum of one Spanish-speaking CSR in the CSC facility during all the hours of operation.
26	The Contractor shall equip the CSC customer contact center such that customers shall not hear cross talk when contacting the CSC by phone (crosstalk is any phenomenon by which a signal transmitted on one circuit or channel of a transmission system creates an undesired effect in another circuit or channel).

1.1.2.2.1. Hours of Operation and Holidays

The Authority require a high-level of customer service availability. The hours below are the minimum hours which the various elements of the CSC Operation must be staffed and operated.

27	The CSC contact center shall be open for calls, customer contacts and customer interactions from 8 a.m. to 6 p.m. Monday – Friday, Pacific Time.
28	The CSC shall observe the following Holidays:
	• New Year’s Day;
	• Memorial Day;
	• Independence Day;
	• Labor Day;
	• Thanksgiving Day;
	• Friday after Thanksgiving Day and
	• Christmas Day.
29	For any listed Holiday occurring on Saturday or Sunday, the CSC shall observe the Holiday on the same day as Authority’s staff.
30	The Contractor shall close the CSC upon Approval from the Authority (for example, for emergency or weather conditions).

1.1.2.3. Serving Customers with Special Needs

The Contractor shall work with the Authority and develop a I-405 CSC and WIC facility design that meets the Americans with Disabilities Act of 1990 (ADA) standards for accessibility for both staff and customers and be of appropriate size to contain the staff, furniture, equipment and supplies necessary to conduct operations described in this Scope of Work for the duration of the Agreement.

31	The Contractor shall report any facility-related ADA compliance issues to the Authority immediately.
32	The Contractor shall identify and contract with a real-time translation service to serve customers whose language is other than English and Spanish, and whose language is not spoken by an available Contractor staff person. The service is to be provided on an as-needed basis and be available during all customer service hours.
33	The Contractor shall track the use of the translation service and shall provide tracking and accountability that identifies which account or document is related to each use of the service.
34	The Contractor shall provide and utilize equipment to serve hearing-impaired customers in accordance with customer service best practices and applicable federal and state statute and requirements.

1.1.2.4. Security and Facility Access Control

35	At the CSC, the Contractor shall be responsible for administering the physical security system and the CCTV Surveillance Systems.
36	The Contractor shall provide and/or coordinate all security badges, parking, and administrative needs to access the building office space and for Authority staff or third-party vendors to work from the CSC location, as needed.
37	The Contractor shall ensure the CSC facilities are accessed only by authorized personnel with the appropriate privileges, and the Contractor shall ensure security is not breached. The Contractor shall be responsible for establishing procedures and policies and carrying out these procedures and policies for all visitors accessing the CSC facilities. The policies and procedures shall be Approved by the Authority.
38	The Contractor shall ensure access is limited to those functions required for the employees to perform their jobs while providing an appropriate segregation of access, based on employee responsibilities.
39	The Contractor shall maintain and provide to the Authority as requested an access matrix that lists all personnel with access privileges to the CSC facilities. The matrix shall identify each employee's position, job functions, facility access rights, and access rights. Visitors and guests who are not directly working on the Project must be approved by the Authority in advance.
40	The Contractor shall conduct reviews of the access matrix against the actual access for all employees in accordance with all security Requirements. Such reviews shall be conducted no less than quarterly or anytime at the request of the Authority. The Authority shall be invited to witness this review. The schedule for these reviews shall be included in the Operations Plan.
41	The Contractor shall ensure all facilities used by the Contractor to perform any Work in support of the Agreement shall be established and maintained in compliance with the Security Standards throughout the term of the Agreement.

1.2. Operational Functions

CSC Operations shall cover all functional areas as summarized below, including any required manual interactions or data entry that may be required of Contractor staff.

1.2.1. Account Management

The Contractor shall provide the following Services in an efficient and effective manner that allows customers to establish, manage and monitor their accounts.

42	The Contractor shall process all account opening activities, not otherwise performed by the customer, using the BOS, including but not limited to processing the customer application, customer acceptance of terms and conditions, Account Plan enrollment and qualification verification, payment processing, and transponder Fulfillment.
43	Using the BOS, the Contractor shall be responsible for the Fulfillment of any and all transponder types specified by the Authority.
44	The Contractor shall support the assigning, qualification verification and management of Account Plans, including non-revenue plans in the BOS, as Approved by the Authority,
45	In case of an incorrect or incomplete application, the Contractor shall contact the customer to facilitate successful account creation.
46	The Contractor shall support all activities related to account closing. In the event of closing the Contractor shall ensure that the customer's transponder(s) is changed to the appropriate status in the BOS and that all outstanding balances are paid or handled in accordance with the Business Rules, Operations Plan and SOPs prior to closing the account.
47	The Contractor shall update customer account information based on Notification from entities including but not limited to:
	<ul style="list-style-type: none"> • customer or Authorized Designee; • Registered Owner of Vehicle (ROV) Lookup Service Provider; • United States Post Office; • Skip Tracing Service Provider; • Banks (for replenishment); • Collection Agencies; • Print/Mail House Provider; • Lockbox Service Provider (if used by Contractor); • Credit Card Update Service Provider and • Merchant Services Providers (MSPs).

1.2.1.1. Payments, Fees and Refunds

Contractor will process payments at the CSC facilities and over the phone as well as resolve and post any payments where the Lockbox Service Provider (if used by Contractor) was unable to identify the correct account. In addition, the Contractor will assist in the processing of third-party and pass-thru payments.

48	The Contractor shall process all payments received from customers either directly or through the services of a Lockbox Service Provider.
49	The Contractor shall resolve and process Lockbox Exceptions if a Lockbox Service Provider is utilized. These exceptions are payments which cannot be readily associated with a customer account. The Contractor shall be responsible for conducting timely research on these payments so that they can be posted to a customer account as quickly as possible. If all research avenues have been exhausted and documented and the payment remains unassociated, the payment shall be tracked as an unidentified funds Case for future resolution.
50	The Contractor shall support processing of payments by Authority staff, customers, Franchise Tax Board, DMV, Interoperable Partners and Collection Agencies and reconcile all payments to customer accounts and money deposited in the bank.
51	The Contractor shall apply any fees which require manual application using the BOS in accordance with Business Rules, Operations Plan and SOPs.
52	The Contractor shall research, respond to and process chargebacks.
53	After the pre-established time period determined by the Authority has expired, the Contractor shall issue refunds using the same channel the customer used, if possible, to make the payment, in accordance with the applicable Authority Business Rules, Operations Plan and SOPs.
54	In the case of check refunds, the Contractor shall use Positive Pay to deter check fraud.
55	The Contractor also shall ensure that Credit Card refunds are successfully processed.
56	The Authority has Business Rules related to the processing of refunds. Some refunds may be issued by the Contractor; others will be issued by the Authority; however, the Contractor shall enter these refund checks into the Authority's financial accounting systems for issuance by the Authority.
57	At the direction of the Authority and per the SOPs the Contractor shall enter payments into the Authority's financial accounting systems for direct payments to third parties for issuance by the Authority (for example, payments to third parties contracted directly by the Authority to provide services at the I-405 CSC facility).
58	At the direction of the Authority and per the SOPs the Contractor shall enter payments into the Authority's financial accounting systems for reimbursement of pass-thru costs submitted by the Contractor for issuance by the Authority.

1.2.1.2. Account Plans

The Authority has several Account Plans. These plans may be assigned at the individual transponder, or account level and each may have only one Account Plan assigned to it.

The Contractor shall be responsible for managing the various Account Plan programs including, enrollment in the program, eligibility verification, program membership renewal, and handling questions from customers regarding how the programs work and questions about specific transactions/trips under the programs. In addition to the Account Plans listed in this section, the Contractor should expect that plans may be added, deleted or modified over the course of the Operations and Maintenance Phase.

59	In accordance with Business Rules, Operations Plan and SOPs, the Contractor shall provide support for all the Account Plans, including new and modified plans.
60	For the Account Plans that require qualification, the Contractor shall verify qualification, scan and attach the qualification documentation prior to adding the plan(s) to the customer account.
61	For Account Plans requiring qualification, the Contractor shall remove the Account Plan and notify the customer if their eligibility requirements are no longer met.
62	For Account Plans which expire and require renewal, the Contractor shall verify qualification prior to renewing the plan on the customer account.
63	For Account Plans requiring payment, the Contractor shall collect appropriate payment from the customer as required by the enrollment process for the specific Account Plan.

1.2.1.3. Non-Revenue Program

The Authority allows for non-revenue passage on qualified users on specific facilities. Non-revenue passage may be assigned at the individual transponder, or account level. The Contractor shall maintain strict control when a transponder is issued to an account with a non-revenue plan and the reason for issuing it. The Authority must ALWAYS Approve the issuance of any non-revenue transponder.

The Contractor shall be responsible for managing enrollment in the program after obtaining the Authority's Approval, verifying eligibility, handling questions from customers in regard to how the programs work and questions about specific transactions/trips under the programs.

64	In accordance with the Business Rules, Operations Plan and SOPs, the Contractor shall provide support for all of the Authority's non-revenue programs.
65	Prior to applying a non-revenue plan to a transponder, plate or an account, the Contractor shall obtain Approval from the Authority.
66	The Contractor shall maintain documentation of authorization for each non-revenue plan that has been assigned to a transponder or an account, and this documentation shall be available for review by the Authority at all times.

67	The Contractor shall manage non-revenue account participants certification that the transactions/trips on a non-revenue account are according to the agreement.
68	The Contractor shall perform random checks to confirm the transponder is being used on an authorized plate
69	The Contractor will administer non-revenue accounts that do not have transponders issued when directed by the Authority.

1.2.2. Privacy

Privacy is of utmost concern to the Authority. The Contractor shall adhere to privacy and security Requirements set forth below and in the Security Standards and current law and regulations.

70	The Contractor shall develop and comply with all Approved Security Standards. Security Standards shall be updated to reflect changes in industry requirements, partner agreements and to address detected security weaknesses.
71	The Contractor shall not release information to anyone unless authorized by the Authority. The Contractor shall develop an SOP and approval process for the release of information.
72	The Contractor shall establish reasonable methods to verify the identity of customers prior to the release of any customer account information, and such methods shall be documented in the Operations Plan and SOPs.
73	The Contractor shall validate the identity of the customer prior to release of any image. This may include requiring a photo ID at a WIC.

1.2.3. Rental Cars

The Authority's customers utilize rental vehicles which create transactions/trips that are initially assigned to a rental agency. The Authority may utilize Rental Car Service Providers and/or other designated entities for processing the rental car trips.

74	The Contractor shall work directly with customers, the Rental Car Service Provider and/or other designated entity to accurately process all rental car trips and resolve rental-related requests.
75	The Contractor shall enter into agreements with a Rental Car Service Provider for the purpose of providing a seamless and cost-effective solution for customers. The Authority shall have the right to review and approve all Rental Car Service Provider Agreements.
76	The Contractor shall provide the capability for a rental customer to post-pay a toll based on the Authority's Business Rules
77	The Contractor shall process affidavits of non-liability for rental/lease vehicles and pursue the named party.
78	The Contractor shall resolve charges by rental agencies for accountholders who incur a charge by rental agencies.

1.2.4. Search Warrants, Subpoenas, Litigation and Public Records Requests

The Authority receives requests for information and assistance from the law enforcement and legal communities as well as public records requests. These requests are highly time-sensitive and required sensitive and skilled handling.

79	The Contractor shall refer all requests, inquiries, subpoenas, search warrants, public records requests and official information requests to the Authority, in accordance with Business Rules, Operations Plan and SOPs.
80	In accordance with the Business Rules, Operations Plan and SOPs for handling and tracking of such requests, the Contractor shall gather and provide the information requested by the search warrant or subpoena upon receiving Approval from the Authority to do so.
81	The Authority may request that the Contractor compile data for subpoenas, search warrants, litigation matters, or other reasons. The Contractor shall respond to all requests from the Authority in a timely manner and in accordance with the Business Rules, Operations Plan and SOPs.
82	The Contractor shall assist the Authority's risk management department as directed in handling all claims and requests.
83	If the research will take longer than two (2) Business Days, the Contractor must advise the Authority.
84	The Contractor shall provide qualified personnel to support litigation, including providing testimony as an expert witness upon request from the Authority.

1.2.5. Image Review Support

Image collection and processing is a fundamental operation of the Authority's transaction/trip processing and Violation enforcement process. Vehicle license plate images are captured by roadside equipment for all transactions/trips. If a valid FasTrak transponder is not identified, the images associated with that transaction/trip are reviewed by the ETTM System Contractor in a process called image review. These images and results of the review will be used to determine if a plate is associated with a FasTrak account or is a Violation. These will include rear license plate images as well as Region of Interest images. The ETTM System Contractor will identify the plate number, and Jurisdiction and plate type, if applicable, and provide this information to the BOS. The BOS will automatically Post the transaction/trips to the customer accounts, IOP or generate Violation Notices based on the license plate information received from the ETTM System Contractor.

1.2.5.1. Image Review Quality Assurance

The accuracy of the image review process is critical to the successful identification of the ROV. As part of the Quality Assurance (QA) process, the Contractor will conduct an accuracy review and audit process of the manual and automated image review results. Using the ETTM System Contractor's-provided quality review tool, the Contractor will perform quality reviews on the results from each ETTM System Contractor to ensure that the ETTM System Contractor is accurately identifying a high percentage of license plates.

85	The Contractor shall provide for an adequate number of trained and qualified image review staff to handle the quality review volume.
86	The Contractor shall perform manual image review on a sample of at least 1% of all Image-Based Transactions/Trips per month that were provided by the ETTM System Contractor to determine accuracy of state, plate type, plate number and OCR confidence level.
87	The Contractor shall provide a report to the Authority of the audit and findings.
88	The Contractor shall correctly determine for each image set whether the ETTM System Contractor accurately processed the image and if not enter the correct plate information or reject code and provide the findings to the ETTM System Contractor.
89	The Contractor shall work with the Authority and ETTM System Contractor to take the necessary steps to correct identified errors from the automated review process so that they do not continue to occur. For example, an ETTM System may be mistaking the letter "E" for the letter "F" for the state of California so the Contractor would communicate the problem to the specific ETTM System Contractor and provide examples of the issue.

1.2.5.2. DMV No Registered Owner Information Return Quality Review

Periodically image transactions/trips will be returned from the DMV source with no registered owner information. This can be a result from several factors including a license plate entered incorrectly. Part of the Contractor's responsibility will be to ensure the transactions/trips with no registered owner information were not caused by an incorrect license plate or improperly formatted DMV submission.

90	The Contractor shall review all image transactions/trips that are returned from the DMV source without registered owner information to ensure license plate entry was accurate.
91	The Contractor shall accurately enter information related to the vehicle identified in each image set, including but not limited to: <ul style="list-style-type: none"> • plate number; • plate type, if applicable and • Jurisdiction.
92	The Contractor shall work with the Authority and ETTM System Contractor to take the necessary steps to correct identified errors from the automated review process so that they do not continue to occur. For example, an ETTM System may be mistaking the letter "E" for the letter "F" for the state of California so the Contractor would communicate the problem to the specific ETTM System Contractor and provide examples of the issue.

1.2.5.3. Customer Inquiry Image Error

Quality reviews are required to verify customer-disputed transactions/trips. Customers may contact the CSCs regarding a notification they received that incorrectly identifies them as a user of a toll facility. This can be a result from several factors including a license plate entered incorrectly. Part

of the Contractor’s responsibility will be to ensure the transactions/trips with no registered owner information were not caused by an incorrect license plate.

93	The Contractor shall also research and review images related to customer disputes and correct and reprocess.
94	The Contractor shall accurately enter information related to the vehicle identified in each image set, including but not limited to: <ul style="list-style-type: none"> • plate number; • plate type, if applicable and • Jurisdiction.
95	The Contractor shall work with the Authority and ETTM System Contractor to take the necessary steps to correct identified errors from the automated review process so that they do not continue to occur. For example, an ETTM System may be mistaking the letter "E" for the letter "F" for the state of California so the Contractor would communicate the problem to the specific ETTM System Contractor and provide examples of the issue.

1.2.6. Owner Identification

Successful acquisition of accurate ROV information is critical to the success of the Authority’s Violation enforcement program. The Contractor shall be completely responsible for establishing and maintaining both technical and operational relationships with the Registered Owner Lookup Providers. The Contractor must ensure that the Authority is receiving the optimum number of current and accurate ROV matches.

96	The Contractor shall establish and maintain up-to-date agreements with each Registered Owner Lookup Service Providers.
97	The Contractor shall provide the capability to track and follow the renewal Requirements for each Registered Owner Lookup Service Provider. For example, a state may require that a DMV data access application form be submitted and approved annually.
98	The Contractor shall use online interfaces to the California, Arizona, Oregon and Nevada DMVs and other DMVs as they become available to manually look up individual license plates at the request of the Authority or in order to resolve customer disputes.
99	The Contractor shall provide the following ROV-related activities, including but not limited to: <ul style="list-style-type: none"> • Establish and maintain a relationship with each Registered Owner Lookup Service Provider; • Manage current contracts and service level agreements with each Registered Owner Lookup Service Provider; • Monitor and evaluate the number of successful matches by jurisdiction; • Monitor and evaluate the number of successful matches by Registered Owner Lookup Service Provider;

	<ul style="list-style-type: none"> • Monitor and evaluate the number of successful matches by type of license plate; • Identify issues with manual license plate identification and provide information to allow the ETTM System Contractor to correct the issue, including examples and training material; • Identify issues with automatic license plate identification and provide information to allow the ETTM System Contractor to fix the issue and • Identify areas where the ROV match is lower than the average, investigate potential solutions and provide recommendations to the Authority.
100	The Contractor shall coordinate with the ETTM System Contractor regarding BOS updates required due to any changes in ROV Requirements.
101	The Contractor shall monitor the success of ROV Lookup requests each month and when a change is made by the ETTM System Contractor reporting on the number of requests for which an ROV was obtained (successful lookup) and the number for which a request was not obtained (unsuccessful lookup) by Jurisdiction.
102	The Contractor shall identify Jurisdictions in which the percentage of successful requests decreases by more than five percent (5%) from the prior month and shall work with the appropriate ROV Lookup Service Provider to identify issues and solutions in collaboration with the ETTM System Contractor to ensure images are processed correctly.
103	The Contractor shall develop solutions to increase the ROV Lookup success.
104	The Contractor shall research and then input and manage the BOS Protected Plate data that associates an address with the agency names that are returned from the DMV or ROV Lookup Provider for license plates registered to a customer affiliated with federal, state or local agency that is allowed to shield addresses.
105	The Contractor shall facilitate the Protected Plate process of entering the correct agency address and resending the Violation Notice.

1.2.7. Customer Communications

1.2.7.1. Outgoing Customer Notification

The Contractor is responsible for all necessary customer communication in accordance with the Operations Plan. At its discretion, the Authority will choose to produce some outgoing customer correspondence within its reprographics department.

106	The Contractor shall make contact with customers, by using the Authority's required method of communication about account management, general information, marketing, changes to account and privacy policy.
107	The Contractor shall be responsible for printing, pdf creation, storing and associating with accounts, envelopes, mailing and postage for all communications.

108	The Contractor shall be responsible for acquiring and assembling all materials necessary for the mailing of transponders including, welcome kit, envelopes, sealing wafers, special inserts, stickers and mounting strips. The Contractor shall pay for mounting strips and other items not explicitly included in the pass-through list.
109	When directed by the Authority, the Contractor shall coordinate with the Authority's reprographics department for the production of outgoing correspondence. The Contractor shall be responsible for pick up, assembly and mailing.
110	The Contractor shall utilize the USPS/NCOA database services to validate a customer address prior to mailing correspondence.
111	The Contractor shall provide all postage meters and be responsible for payment of any postage meter fees.
112	The Contractor shall be required, at its own expense, to communicate to customers or the general public, including resending corrected notifications, any information related to issues or problems caused by the Contractor that affect customers, as further set forth in the Agreement.
113	The Contractor shall be responsible for printing, packaging and distributing printed information, developed by the Authority.
114	The Contractor shall manage the sending of e-blasts (sending of an email simultaneously to a group of people), developed by the Authority, to selected groups of customers or all customers using BOS functionality.

1.2.7.2. Outgoing Communications (Future)

The Authority may elect during the term of the Agreement to offer video tolling for unregistered accounts (mailed invoices) as the first step of the Violations process. The Authority anticipates that video tolling transactions would be grouped in regular intervals, such as weekly or monthly, prior to mailing invoices to customers.

115	If directed by the Authority, the Contractor shall manage the mailing of invoices and the subsequent customer dispute and Violations process.
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1.2.7.3. Incoming Customer Communication

Incoming customer communication includes customer applications; replenishment payments; Violation payments; customer complaints; disputes; general public inquiries; legal notices (for example, bankruptcy, subpoena etc.); requests for account closures, account information updates and transponders. These communications will be received through all channels including but not limited to phone calls, faxes, texts, chat sessions, emails, Authority contacts, and mail.

Facilities and procedures are required to provide careful and efficient handling of all incoming customer communication, including the BOS providing for tracking of customer requests as Cases associated to the appropriate account(s).

116	The Contractor shall assume the responsibility of establishing all required post office boxes.
117	The Contractor is responsible for all mail pickup and transfer between facilities as required.
118	The Contractor shall receive mail from the post office boxes for incoming mail.
119	All customer contacts handled directly through the Contractor staff shall be noted in the customer account in the BOS to maintain an accurate history of the customer's interaction with the CSC and Authority.
120	The Contractor shall provide a response for all correspondence received from the customer regardless of which channel the customer uses to communicate, including but not limited to, correspondence received by:
	<ul style="list-style-type: none"> • email;
	<ul style="list-style-type: none"> • fax;
	<ul style="list-style-type: none"> • text;
	<ul style="list-style-type: none"> • chat;
	<ul style="list-style-type: none"> • communication from the website's "Contact Us" feature and
	<ul style="list-style-type: none"> • delivered (USPS or by other means) correspondence.
121	The Contractor shall monitor and respond to customer requests received by phone, chat and text in real time when received during regular business hours.
122	The Contractor shall strive to provide first contact resolution and track the number of contacts resolved on first contact.
123	The Contractor shall encourage users receiving a Violation Notice to open a FasTrak account when they contact the CSC.
124	The Contractor shall ensure incoming correspondence (paper or electronic) is scanned (in the case of paper correspondence), saved and associated with the customer's account and any applicable Case(s). Non-customer correspondence shall also be scanned and catalogued for easy access. Paper copies shall be shredded, in accordance with security requirements, and policies agreed upon by the Authority, in adherence with the Security Standards and documented in the Operations Plan.
125	The Contractor shall use the same channel used by the customer or customers preferred channel to respond to the customer correspondence unless the Business Rules, Operations Plan or SOPs specify a different channel or if the nature of the customer issue necessitates the use of a different channel.

126	The Contractor shall monitor the communications channels used and frequency of all customer correspondence and recommend for consideration BOS configuration changes that improve the use of customer-friendly, efficient and cost-effective customer communication methods.
127	Some customer contact may involve questions about Image-Based Transactions/Trips. The Contractor shall utilize the BOS to view images related to the transaction/trip in question and if appropriate work with the ETTM System Contractor to correct issues.
128	All incoming mail shall be processed by the Contractor, in accordance with the SOPs and applicable standards, including but not limited to the Security Standards. Such requirements include but are not limited to: segregation of duties; date stamping the mail, categorization, scanning and/or saving into the BOS as Cases, and then assigning to the appropriate Contractor staff for processing.
129	The Contractor shall develop a workflow process that clearly documents the handling process for all incoming correspondence and communication through all channels, ensuring all incoming correspondence and communications are recorded, reviewed and properly routed (such as, operational correspondence, financial, contractual, etc.). This shall be documented in the Operations Plan and SOPs.
130	The Contractor shall ensure all correspondence handling processes and controls are documented and adhered to by operations staff. The Authority shall Approve the correspondence handling process and any changes to the handling process.
131	With the exception of customer requests regarding their own accounts, the Contractor shall only answer general inquiries as they relate to general information about the tolling facilities serviced and services provided by the CSC. All other inquiries and communications shall be escalated to the Authority as a Case as set forth in the Operations Plan and SOPs, unless the Contractor is otherwise directed in writing by the Authority. This includes inquiries from or communications with the media, government agents, Public Records Act requests and individuals representing organizations for purposes other than directly related to their own customer account.
132	The Contractor shall keep a record of all information requests as a Case, inform the Authority immediately of inquiries from these entities and direct such inquiries to the Authority, according to the Operations Plan.
133	Customers may contact the Contractor regarding issues the Contractor does not control, for example debris on the roadway, or general tolling questions. The Contractor shall collect the required information and handle the issue in accordance with the Operations Plan. The Contractor shall create a Case and track the issue until it is accurately resolved or handed off to the appropriate party responsible for resolution in accordance with the Operations Plan.

1.2.7.4. Returned Mail Processing

Returned mail shall be returned by the USPS and the Contractor shall update the BOS to reflect the status of the Notification and attempt to obtain a different address to mail the Notification to the customer if a forwarding address was not provided.

134	The Contractor shall scan each returned envelope and Notification and attach the scan to the correct customer account. Any physical pieces of returned mail received will follow the document disposal process after scanning.
135	The Contractor shall enter a forwarding address, if provided.
136	For addresses without a forwarding address, the Contractor shall mark the address as bad.
137	For bad addresses on FasTrak account correspondence, the Contractor shall attempt to determine a new address using the USPS/NCOA database and Skip Trace services.
138	For bad addresses on Violation Notices, the Contractor shall attempt to determine a new address using the USPS/NCOA database and Skip Trace services.
139	The Contractor shall utilize the USPS/NCOA database and Skip Tracing services to find a customer address.
140	If a different, current address is provided, the Contractor shall update the address in the BOS and take the necessary steps for the BOS to re-issue the correspondence.

1.2.7.5. Collateral Materials for Customers

The Authority will provide the art work for all customer collateral, excluding system generated notices.

141	The Contractor shall print, deliver to and inventory all collateral materials according to the print specifications provided by the Authority.
142	The Contractor shall work with the USPS to obtain approval of printed material design to ensure compliance with the USPS requirements and to determine the lowest postage and staff handling effort for each mail piece type.
143	The Contractor shall modify/update as directed by the Authority and print the generic collateral material when changes to the information contained in the material necessitate a revision.

1.2.7.6. Customer Request Management

The BOS provides the capability to create, assign and manage requests made by customers or Authorized Users which cannot be completely resolved at the time of the request. These requests become Cases. Case management is the creation and management of Cases where a Case represents an activity or action required to satisfy the Authority, customer or general public need or inquiry.

144	Many customer issues or requests (such as, changing a customer's contact information), can be completely resolved at the time of the customer request. If the issue or request is completely resolved during the initial contact, the Contractor shall notate it in the customer's account.
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145	Any customer issue or request that cannot be completely and accurately resolved at the time of request shall be entered into the BOS as a Case, for management, tracking and reporting. Contractor’s staff shall work open Cases through to final resolution in a timely manner as required in the Operations Plan and in accordance with the Performance Measures.
146	The Contractor shall accurately resolve and respond to customer issues and requests by the customer’s preferred method of contact (email and mail) if available and according to the Business Rules, or by letter, email, mail, phone or text depending on the circumstances of the issue/request. The escalation procedures for customer issues and requests shall be described in the Operations Plan.
147	The Contractor shall respond to customer Cases according to the Business Rules, Operations Plan and SOPs. The CSC Manager responsible for Case management shall review the list of open Cases on a daily basis and shall make sure they are accurately resolved in accordance with and within the timeliness set forth in the Operations Plan and the Performance Measures. The Authority shall be notified immediately if there are any critical comments or issues that need immediate attention.
148	The Contractor shall be responsible for the resolution of all customer disputes, which are managed as Cases, in accordance with the Authority’s policies, the Business Rules, Operations Plan and SOPs.
149	The Contractor shall select the proper case type and case resolution.
150	The Contractor shall utilize pre-approved auto responses for case resolution as appropriate.
151	The Contractor shall process dispute Cases (Investigative Review) involving adjustments to vehicle class, transaction/trip adjustments and reversals, reassigning of Violations, and other resolutions. Specific types of disputes shall require supervisor/manager review and approval, and all waivers, adjustments and reversals shall be in accordance with the Operations Plan and SOPs.
152	The Contractor shall place the disputed transactions/trips and Violation Notices on hold and release the hold in the BOS in accordance with Operations Plan and Business Rules.
153	The Contractor shall ensure all supporting documentation from the customer to resolve a dispute Case, as required by the Operations Plan and Business Rules, is obtained. If the customer does not provide the supporting documentation, the Contractor shall contact the customer in accordance with the timeframes defined in the Business Rules and Operations Plan.

1.2.7.7. Ongoing Customer Satisfaction Surveys

The Contractor shall work with their Customer Satisfaction Survey Provider to establish a program that provides customer feedback regarding the services the Contractor provides and the Express Lanes themselves.

154	The Contractor shall offer the survey opportunity to every customer each time they contact the CSC.
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155	The Contractor shall contract with a third-party Customer Satisfaction Survey Provider.
156	The Contractor shall create a customer survey program to measure the quality of the services they provide.
157	The Contractor shall modify the program as needed or as directed by the Authority.
158	The Contractor shall make contact with each customer who rates their experience with an overall score below an agreed upon threshold, as noted in the Operations Plan, within five (5) Business Days of the customer submitting the survey.
159	The Contractor shall monitor the customer surveys and provide a report to the Authority monthly.
160	The Contractor shall provide training on the survey tool to CSRs and other applicable personnel, including the purpose of the survey and the use of the survey tool.
161	The Contractor shall review survey results with CSRs and other applicable personnel during periodic meetings regarding individual's performance.
162	The Contractor shall provide the Authority convenient, electronic access to the up to date and historic survey results.
163	The Contractor shall include the customer survey results, including trending, in as part of the Monthly Operations Report.

1.2.7.8. Customer Service Quality Monitoring and Reporting

The Contractor interacts with the Authority's customers directly through many different channels including, but not limited to, in person at the WIC, over the phone, in writing via chat, text, email and responses to the Cases. The quality of these interactions and the service provided to its customer is of utmost importance to the Authority. In addition to Customer Satisfaction Surveys, the Authority expects the Contractor to develop and enact quality programs for all aspects of its operation and to train its staff to use deliberate care in each interaction and in serving the Authority's customers.

164	The Contractor shall ensure all CSC staff is trained in a manner which ensures excellent customer service in every customer interaction as measured by the Performance Measures.
165	The Contractor shall record the reason(s) for each contact (via all contact channels) by using Approved call wrap-up codes, entering account notes or other tracking approach to document the reason for the contact and memorialize the resolution or required next steps.
166	The Contractor shall monitor and score both live and recorded CSR calls for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.
167	The Contractor shall monitor and score WIC CSR interaction, resolution activities and outcomes for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.

168	The Contractor shall review and score all customer interaction channels, resolution activities and outcomes for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.
169	The Contractor shall review and score Case resolution activities and outcomes for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.
170	The Contractor shall periodically monitor CSR screen navigations by remotely viewing the CSR's screen.
171	The Contractor shall track monitoring results and submit a monthly summary to the Authority as part of the Monthly Operations Report.
172	The Contractor shall track all escalated issues and resolutions and provide a monthly report to the Authority as part of the Monthly Operations Report.
173	The Contractor shall review information provided by the Authority upon their review of customer interaction and make any changes to improve customer service.
174	The Contractor shall provide the capability for the Authority to, at the Authority's discretion and without prior notification to the Contractor, monitor all live and recorded calls and all other types of correspondence.
175	The Contractor shall provide for review by the Authority all documentation related to the Contractor's quality program.
176	The Contractor shall conduct monthly quality monitoring calibration meetings for all Contractor staff who monitor customer interaction. The Authority shall be invited to attend these meetings.

1.2.8. Transponder Management

The Authority will purchase transponders and the Contractor shall perform all other work related to transponders.

177	The Contractor shall manage all aspects of the transponder lifecycle. This includes but is not limited to:
	<ul style="list-style-type: none"> • initiate a PO request;
	<ul style="list-style-type: none"> • receiving into inventory;
	<ul style="list-style-type: none"> • testing transponders upon receipt and prior to issuing;
	<ul style="list-style-type: none"> • programming transponders as necessary, for example programming a standard 6c transponder to indicate that the vehicle is a motorcycle;
	<ul style="list-style-type: none"> • assigning and issuing to customers;
	<ul style="list-style-type: none"> • tracking transponders through their life;

	<ul style="list-style-type: none"> • recycling (evaluating, cleaning and testing) for reissue; • managing transponder recalls; • warranty return and replacement and • disposal of transponders.
178	Upon customer request, the Contractor shall assign, and mail transponder(s) to customers.
179	The Contractor shall support the distribution of transponders by the Contractor and US mail.
180	The Contractor shall include user guide and mounting instructions, mounting strips and other materials, as may be determined by the Authority to be required with the distribution of each transponder. The camera-ready copy of any transponder kit materials will be provided by the Authority and the Contractor shall be responsible for producing these materials.

1.2.8.1. Transponder Inventory Management

The BOS shall have a transponder inventory and management system that tracks and maintains transponder inventory, identifies and supports the transponder recall program and tracks transponder warranty.

181	The Contractor shall be responsible for ordering (if requested by the Authority), tracking and transporting the transponders at all CSC facilities ,including the OCTA Store WIC.
182	The Contractor shall ensure that an adequate supply of transponders is available at all times. When the inventory reaches a pre-determined level identified in the Operations Plan the Contractor shall initiate order requests with the Authority, based upon existing inventory and forecasted requirements.
183	The Contractor shall ensure that an adequate supply of transponder mounting strips, user guides and mounting instructions, and shielded envelopes for transponders are available at all times to accommodate the transponders issued by the I-405 CSC and WIC and the OCTA Store WIC.
184	CSC issues multiple types of transponders, and as such, the Contractor shall be required to manage multiple types of transponders, possibly from multiple manufacturers/providers.
185	The Contractor shall receive shipments of transponders and shall reconcile shipment contents with electronic manifests provided by the transponder manufacturer. The waybill shall be reconciled against the original purchase order and scanned into the BOS for tracking and reconciliation purposes.
186	Monthly, the Contractor shall conduct a physical audit of the transponders that are under its physical control, including for the various transponder types and statuses and quantities. The audit shall compare the physical counts with the BOS counts by transponder type, location and status and completely reconcile any discrepancies. Transponder audit reports shall be included in the Monthly Operations Report.

187	The Contractor shall support the Authority in their periodic transponder audits that will be no more frequent than quarterly unless discrepancies are found.
188	The Contractor shall distribute new and recycled transponders, if applicable, using the FIFO inventory method.

1.2.8.2. Transponder Testing

Transponders shall be tested at multiple times in the lifecycle because transponders that are defective or not functioning reliably cause problems for the customers and the Authority and increase costs. The Authority will provide equipment for the testing and programming of transponders.

189	The Contractor shall test one hundred (100) percent of the switchable transponders and ten (10) percent of each roll of sticker tags in each shipment when the transponders are received from the manufacturer. This testing shall include but not be limited to
	<ul style="list-style-type: none"> • verifying that the transponders function and are correctly encoded; • reading the transponder serial number and verifying that the transponder label, barcode and internal coding are consistent and • ensuring the transponders can be read by simulating functionality on the road.
190	The Contractor shall return the transponders which fail the testing to the manufacturer in accordance with the Operations Plan.

1.2.8.3. Transponder Return to Manufacturer

When transponders are determined to be defective but have not exceeded their manufacturer's warranty, they are returned to the manufacturer for replacement under warranty.

191	The Contractor shall track transponder warranty status and manage and resolve all warranty issues with the transponder manufacturer.
192	The Contractor shall be responsible for ensuring all transponders found to be defective and still under the manufacturer's warranty are returned to the manufacturer, according to the manufacturer's specified return material authorization (RMA) process.
193	The Contractor shall be responsible for storage of transponders subject to return until such time that the transponder manufacturer accepts the returned transponders.
194	The Contractor shall be responsible for shipment of the transponders identified for return to the manufacturer.
195	The Contractor shall track the warranty returns and confirm that the Authority receives the proper credit for the transponders returned under warranty in accordance with the Authority's agreements with the manufacturer.

1.2.9. Registration Hold

California law allows toll agencies to place a hold on DMV vehicle registrations due to unpaid toll Violations. Based on the Business Rules, Operations Plan and SOPs, a Registration Hold may be utilized to enforce payment of a Violation(s).

196	The Contractor shall place and release Registration Holds using BOS functionality and in accordance with the Business Rules, Operations Plan and SOPs.
197	The Contractor shall coordinate with the applicable DMV or Third-Party Provider responsible for placing Registration Holds on the vehicle registrations and respond to any requests that the entity may have.
198	The Contractor shall respond to requests from customers related to Registration Holds and the process for releasing the Registration Hold(s).
199	The Contractor shall initiate a release of the Registration Hold(s) in real-time for customers who have satisfactorily resolved the condition(s) which caused the Registration Hold(s).
200	The Contractor shall reconcile and account for all payments to the DMV for Registration Hold placement and for any payments collected by the DMV from the Authority's customers.
201	The Contractor shall support all DMV Registration Holds or other enforcement methods allowed by interstate interoperability enforcement agreements.

1.2.10. Collections

This collections process covers the assignment of past due amounts on delinquent FasTrak accounts, and delinquent Violations to the Collection Agencies provided by the Contractor. Non-payment of the Notice of Delinquent Toll Evasion Violation may result in the delinquent Violations escalating to collections. Unpaid transactions/trips and fees on FasTrak accounts that are delinquent may also escalate to collections.

Delinquent violation debts are placed with a Collection Agency

The process of assigning unpaid transactions/trips, Violations, fees and penalties to collections is called Collections Placement, and is an automated BOS process. However, based on the Business Rules, each Collections Placement may require a quality review and/or the Authority's approval before the Collections Placement file is submitted to the applicable Collection Agency.

Prior to a Collections Placement, the Authority may require the Contractor to perform outgoing calls or mail a pre-collections letter to alert an individual of an impending Collections Placement and allow one more chance to make a payment.

The Collection Agencies will provide regular collection activity updates to the BOS by electronic interface. Payments for transactions/trips in collections can be made to the Collections Agency or to the CSC. The Contractor will manage, monitor and reconcile the transfer of Collections Placement files and revenue collected by the Collection Agencies and the CSC.

202	The Contractor shall provide the Collection Agencies.
203	The Contractor shall support outbound collections calls and letters prior to Collections Placements.
204	The Contractor shall verify that the BOS is performing Collections Placements according to the Business Rules, Operations Plan and SOPs.
205	While it is expected that the Collection Agencies will be the primary payment processors for debts in collections, the Contractor shall accept payments for amounts in collections.
206	The Contractor shall verify that the Collection Agencies are accurately updating the BOS and shall work directly with the Collection Agencies to completely and accurately resolve any issues in a timely manner, including identification and resolution of any discrepancies between what the BOS identifies is in collections and what Collection Agencies say is in collections.
207	Using the BOS and other data sources as necessary, the Contractor shall perform reconciliations including but not limited to: <ul style="list-style-type: none"> • reconcile files received from the Collection Agencies to the BOS to ensure the files received from the Collection Agencies are correctly Posted to the BOS; • reconcile outstanding collections balances per the BOS to outstanding collections balances per the Collection Agencies on a monthly basis, and research and resolve discrepancies and • reconcile amounts collected by the CSC in relation to Collections Placements sent to the Collection Agencies. There should be no duplicated revenue collections on the same Collections Placement.
208	The Contractor shall review and verify invoices submitted by Collection Agencies, along with required backup documentation and providing feedback to the Authority.
209	The Contractor shall provide a financial reconciliation between the BOS and the Collection Agencies for a specific customer account at the Authority's request.
210	The Contractor shall provide assistance to the Collection Agencies regarding the research of disputes when customers contact the Collection Agencies and shall coordinate the resolution with the Collection Agencies.
211	The Contractor shall update the BOS when notified by a Collection Agency that a customer has been allowed to establish a settlement arrangement to pay a lesser amount or to make periodic payments.

1.2.11. Bankruptcy

The Contractor shall receive and process Notification of bankruptcies related to amounts owed to the Authority by customers. The laws related to bankruptcy are very specific and must be followed closely from initial Notification through final resolution and potentially transaction Write-Off.

212	The Contractor shall comply with bankruptcy laws.
213	The Contractor shall document receipt of Notification of bankruptcy within the BOS and place applicable transactions on hold pending the outcome of the bankruptcy process.
214	The Contractor shall remove DMV Holds for trips subject to bankruptcy proceedings.
215	The Contractor shall communicate with the Collection Agencies, as necessary, related to a bankruptcy Notification.
216	The Contractor shall discontinue collection efforts with the Franchise Tax Board for trip subject to bankruptcy proceedings.
217	The Contractor shall update the status of the bankruptcy in the BOS upon notification of changes or the resolution and perform the necessary steps to ensure that the BOS accurately reflects the outcome including but not limited to dismissing amounts due, processing write-offs and reinstating Violations.
218	The Contractor shall send copies of bankruptcy Notifications to the Authority.
219	The Authority will notify the Contractor of any bankruptcy proceedings for which the Authority receives Notifications. The Contractor shall update the status of the bankruptcy in the BOS accordingly and notify the applicable Collection Agency.
220	The Contractor shall follow up with, provide information and respond to requests from all parties including but not limited to customers, attorneys, the bankruptcy courts and the Authority related to a customer bankruptcy proceeding.

1.2.12. Violation Investigative Review (Disputes), Administrative Review and Hearing Support

When a violator receives a Violation Notice, they can contest (dispute) it. Disputes shall be tracked as Cases in the BOS. The Contractor shall follow California Vehicle Code Section 40250 et seq. with respect to disputes and Administrative Reviews.

221	The Contractor shall manage disputes, subsequent resolutions, and support Administrative Reviews.
222	The Contractor shall receive, research, document and resolve all customer disputes.
223	The Contractor shall investigate all customer disputes to determine if the contesting person (ROV) is responsible for the Violation.
224	The Contractor shall mail the results of the investigation to the person who contested the Violation.
225	When the person contesting a Violation is not satisfied with the results of the Contractor's investigation, they may request an Administrative Review Hearing. The Contractor shall schedule all Administrative Review Hearings and collect payment from the customer in accordance with California Vehicle Code and Authority's Business Rules and SOPs.

226	The person contesting a Violation can request a waiver of deposit due to financial hardship. The Contractor shall verify that the person is eligible for financial hardship via verification of their W-9 or other Authority Approved process.
227	The Contractor shall adhere to the California Vehicle Code Violation dispute process and Authority policies.
228	Once an Administrative Review Hearing is requested, the Contractor shall again review the dispute and organize all related information, using primarily the Evidence Package reports from the BOS, and provide the Authority and the Hearing Officer with all relevant documentation in a comprehensive Evidence Report Package.
229	The Contractor shall develop the processes, for Approval by the Authority, for the hiring and scheduling of Hearing Officers in compliance with all applicable statutes and manage the entire Administrative Review and Hearing process.
230	The Contractor shall be readily available in-person to the Contractor-hired Hearing Officer during the Administrative Review Hearing. Contractor personnel shall be available and support the process per the SOPs and as requested by the Authority.
231	The Contractor shall provide a Spanish-speaking interpreter to attend and support all applicable Administrative Review Hearing.
232	The Contractor shall implement all required actions resulting from the Administrative Review Hearing process.
233	The Contractor shall offer and process reduced Violation penalties in accordance with the Business Rules, Operations Plan and SOPs.
234	The Administrative Review Hearing will result in either the Violation(s) being dismissed or violator being required to make payment. The Contractor shall make adjustments to the balance due and/or collect payment from the customer and provide notification.

1.2.13. Banking and Lockbox Services

The banking and merchant services for the CSC are comprised of the following:

- **Banking Services** – Banking Services are comprised of the Authority provided depository accounts into which merchant and other deposits are made. The Authority has selected and contracted with a Banking Services provider.
- **Merchant Services** – Contractor-provided merchant services are comprised of the payment processor and acquiring bank.
- **Refund Account(s)** – Bank Account(s) from which customer refunds are made. The Refund Account(s) is part of the Authority’s Banking Services.
- **Lockbox** – The Contractor may elect to provide and use a Lockbox Service Provider to receive and process all mailed payments related to customer accounts and Violations.

The Authority will retain ownership of the Bank Accounts and will provide the Contractor with the necessary access to act and transact on behalf of the Authority. The Contractor will provide the Merchant Service Provider; the Authority will be the merchant of record for all Merchant Services.

235	The Contractor shall reconcile the BOS reports to the bank, all customer payments, Lockbox (if applicable) and merchant accounts on a daily basis.
236	The Contractor shall utilize the Authority's Banking Services and Contractor's MSPs to fulfill the requirement(s) of the Bank and MSPs.
237	The Contractor shall utilize and manage the Authority refund process and associated refund account(s) to disburse customer refunds which require the issuance of a check. The Contractor shall reconcile and report on the refund activities.
238	The Contractor shall coordinate with the Authority-provided armored services with daily pickup at the I-405 CSC and WIC.
239	The Contractor shall manage a refund account from which they will issue checks for the Authority.
240	The Contractor shall issue all refunds, including checks.
241	The Contractor shall process any lockbox exceptions transmitted by the Lockbox Service Provider within the same day the payment was received from the customer.

1.2.14. Closing Procedures

242	The Contractor shall perform closing procedures in an accurate and timely manner in accordance with the Performance Measures, including but not limited to: <ul style="list-style-type: none"> • perform Posting Day close to finalize counts and revenue for the Revenue Day; • perform month-end close on the last Posting Day of the calendar month and • perform year-end close on the last Posting Day of the Fiscal Year.
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1.2.15. Escheatment (unclaimed property)

243	The Authority follows statutory requirements with regard to uncashed checks issued as a form of refund to customers, violators and other funds deemed unclaimed by the Authority.
244	The Contractor shall work with the Authority to follow the Escheatment process.
245	The Contractor shall maintain a register of all uncashed checks. The register shall indicate an unique identification number, such as account number or violator ID number, the name, address, check #, amount of check, check issue date, reason for check issuance, check reversal date, and reason for reversal, if applicable.
246	The Contractor shall provide the Authority with lists of the uncashed checks eligible for escheatment and those that have completed the escheatment process.
247	The Contractor shall provide information and conduct research as requested by the Authority related to uncashed checks and unclaimed funds.
248	The Contractor shall reissue checks at the Authority's direction.

249	The Contractor shall identify the funds as Escheated in the BOS as directed by the Authority.
250	Prior to Escheatment, the Contractor will advertise a Notice of Publication of Unclaimed Funds that will run once a week for two (2) weeks.
251	When no inquiries are received, the checks will revert back to the Authority. The Authority will provide the Contractor with a list of funds to either reissue a check for or to revert back to the Authority.

1.2.16. Write-Offs

The BOS will provide the capability for the Contractor to monitor, conduct, and report on Write-Offs of unpaid balances or aged amounts.

252	The Contractor shall develop a write-off procedure that complies with legislation and the Authority's policies.
253	Contractor shall configure BOS to perform automatic Write-Offs based on the Business Rules for unpaid balances which meet the Approved criteria.
254	Contractor shall monitor the automatic Write-Offs performed by the BOS and report on these to the Authority on a monthly basis.

1.2.17. Reconciliations

The Contractor shall be responsible for the management of the financial operations of the CSC, including the balancing and reconciliation of all Financial Transactions.

255	<p>The Contractor's balancing and reconciliation activities, which shall be provided to the Authority on a weekly and monthly basis, shall include but are not limited to:</p> <ul style="list-style-type: none"> • perform daily balancing and close-out of all shifts; • perform daily balancing of all mailed-in payments; • perform daily and monthly reconciliation of all Bank Accounts; • perform daily and monthly reconciliation of all merchant account activity and fees, including but not limited to Credit Cards and Debit Cards and • perform daily and monthly reconciliation of all Lockbox activity.
256	The Contractor shall develop a process for identifying, reporting and resolving all errors and discrepancies, which shall be included in the Operations Plan.
257	<p>The Contractor shall perform other financial and transactional reconciliations in an accurate and timely manner, to be provided to the Authority for review, in accordance with the Performance Measures, including but not limited to:</p> <ul style="list-style-type: none"> • perform daily, monthly and annual reconciliation of all transactions;

	<ul style="list-style-type: none"> • perform daily, monthly and annual reconciliation of all Interoperable Agency transactions;
	<ul style="list-style-type: none"> • perform daily, monthly and annual reconciliation of all transactions placed at a Collection Agency;
	<ul style="list-style-type: none"> • perform daily, monthly and annual reconciliation of all Third-Party Service Provider and Business Partner payments and
	<ul style="list-style-type: none"> • perform quarterly reconciliation and analysis of accounts receivable for the purpose of recording a provision for uncollectible accounts receivable journal entry.
258	The Contractor shall perform monthly reconciliations of all Financial Accounts, including roll-forward schedules from prior periods, which will be provided to the Authority for review.
259	The Contractor shall reconcile all payments received from all payment channels within one day of posting to the system. This shall include the identification and resolution of all reconciliation discrepancies.
260	The Contractor shall perform reconciliations, including but not limited to:
	<ul style="list-style-type: none"> • detailed reconciliation of transactions/trips and revenue, by facility and transaction type;
	<ul style="list-style-type: none"> • Bank Accounts;
	<ul style="list-style-type: none"> • refunds by refund type;
	<ul style="list-style-type: none"> • prepaid account balances;
	<ul style="list-style-type: none"> • transponder deposits;
	<ul style="list-style-type: none"> • aged accounts receivable;
	<ul style="list-style-type: none"> • fees revenue;
	<ul style="list-style-type: none"> • penalties;
	<ul style="list-style-type: none"> • Write-Offs;
	<ul style="list-style-type: none"> • payment transactions and
	<ul style="list-style-type: none"> • other cost items and revenues.

1.2.18. Financial Reporting

The Authority reports on a Fiscal Year beginning July 1 and ending June 30. As a public-sector entity, the Authority’s basic financial statements are presented in compliance with pronouncements in accordance with the Governmental Accounting Standards Board (GASB) and in conformity with GAAP.

While most Financial Transactions are captured automatically through the BOS, some level of manual entry may be required. Reports, including electronic reports and data exports from the BOS, are the primary means by which the Authority will capture financial information related to the operation of the CSC. The financial reports consist primarily of various BOS-generated reports which summarize the financial and operational performance of the CSC. While most reports are automated, the Contractor is expected to provide manual reports for information that is not automated as requested by the Authority.

261	The Contractor shall utilize BOS-generated reports Approved by the Authority to fulfill reporting needs as described in the Reporting and Reconciliation Plan.
262	The Contractor shall provide all financial reconciliation and reports to the Authority in a timely manner, but no later than the date(s) prescribed in the Performance Measures.
263	The Contractor shall provide all data to the Authority in compliance with pronouncements issued by GASB and in conformity with GAAP.
264	The Contractor shall perform ongoing review of reports at a frequency sufficient to guarantee all reports balance and reconcile to related reports.
265	<p>The Contractor shall balance, reconcile and verify the content of the reports, including but not limited to:</p> <ul style="list-style-type: none"> • daily receipts report (by payment method, payment channel and transaction type, including disbursements); • monthly receipts report (by payment method, payment channel and transaction type, including disbursements); • bank reconciliations; • prepaid toll balance; • refunds; • payments to DMVs and other ROV Lookup Service Providers for lookup and Registration Hold fees; • negative balance prepaid customer report; • transaction aging report; • customer aging report for Violation Notices, fees, etc.; • monthly adjustment report as required by the Authority and • transponder inventory reconciliation.
266	The Contractor shall enter journal entries, check payments and other Financial Transactions into the Authority’s general ledger systems on a daily, weekly and monthly basis.

267	The Contractor shall, at the request of the Authority, provide new vendor setup, including soliciting and providing W9 of the new vendor and setting up vendor information in the Authority's accounting systems.
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1.2.18.1. Audits

1.2.18.1.1. SSAE-18 Type II Audit

The Contractor shall engage an independent auditor to perform an SSAE-18 Type II audit to cover the operations of the CSC and provide the resulting report to the Authority. The auditors have a fiduciary duty to the Authority; however, the coordination of the audit, including managing the audit and related requests, managing interviews with staff, and the preparation of any supporting documentation or schedules shall be the responsibility of the Contractor.

268	The Contractor shall engage an independent auditor, which has been Approved by the Authority to perform the SSAE-18 Type II audit.
269	The selected independent auditor shall be experienced and widely recognized in the United States for performing these types of audits. (i.e., the selected audit firm shall perform a minimum of ten (10) such similar audits each year).
270	The Contractor and auditor shall mutually agree on an audit plan, which shall be provided to the Authority for Approval, including regularly scheduled meetings.
271	The audit shall cover the period of April 1 to March 31 annually, supplemented by a bridge letter covering the period of April 1 through June 30 annually, with the first year covering the Agreement start date through March 31 and the last year covering April 1 through the end of the Agreement term. The Audit periods are deliberately set to include an offset and a bridge letter so that the Authority's auditors have the SSAE-18 Type II report in time to start their audit work.
272	The final audit report shall be provided to the Authority no later than June 30 each year.
273	The Contractor shall comply with all changes to requirements under SSAE-18; in the event SSAE-18 is replaced by a new standard, the new standard shall apply and in the event the SOC1 is replaced by a new reporting form, the Contractor shall submit the new reporting form.
274	The Contractor shall promptly comply with all audit requests.
275	The Contractor shall promptly notify the Authority of any concerns raised by the auditors, including but not limited to: <ul style="list-style-type: none"> • any asserted weaknesses; • limitations on audit scope; • the auditors' inability to carry out the audit; • the Contractor's inability to carry out the audit; • any projected cost overruns and

	<ul style="list-style-type: none"> time delays in scheduled audit completion.
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1.2.18.1.2. Quality Audit

The Contractor shall conduct daily quality audits. These audits shall encompass all aspects of the CSC Operation as described in the Quality Plan. The Contractor must develop an audit report and provide it to the Authority monthly.

276	The Contractor shall conduct daily quality audits in accordance with the Contractor's Quality Plan. All deficiencies identified through the audit process shall be successfully corrected by the Contractor. The findings in the audits will result in a monthly report to the Authority.
277	The Contractor shall institute any corrective measures and procedural or operational changes as requested and Approved by the Authority as a result of audits at no additional cost to the Authority. Items identified by the Authority as critical shall be corrected immediately. Other items identified by the Authority as non-critical shall be corrected as soon as practicable in accordance with an Approved schedule.

1.2.18.1.3. Other Audits

Other aspects of the CSC are subject to audit by the Authority and/or third parties as well as the Contractor. Results of audits conducted by the Authority and/or third parties, including any prepared audit reports, will be shared with the Contractor, as applicable.

278	The Contractor shall conduct and/or support the Authority in any Contractor required or Authority led audits relating to the Authority's facilities, toll collection, BOS, and CSC Operations. For example, TIFIA, annual external audits, biennial and triennial audits.
279	<p>The Contractor shall conduct audits in accordance with the Quality Plan. These audits may include but are not limited to:</p> <ul style="list-style-type: none"> internal control procedures; revenue/transaction reporting; physical inventory audit; security audits; financial audit; facility inspections and Authority processing and performance.
280	As the accountant for the CSC Operations, the Contractor shall supply the Authority's auditor(s) and management with information and schedules as requested and respond to requests from the Authority or its auditors in a timely manner.

281	The Contractor shall provide the Authority and their designee(s) access to the CSC for the purpose of conducting their audit(s).
282	The Contractor shall support the Authority by running reports and making all requested documentation available for review.
283	The Contractor shall support the Authority by making Contractor employees, consultants and other involved subcontractors and parties available for interview by auditors.
284	The Contractor shall successfully correct all deficiencies identified through the audit process.
285	The Contractor shall institute all corrective measures and procedural or operational changes as requested and Approved by the Authority as a result of audits at no additional cost to the Authority. Items identified by the Authority as critical shall be corrected immediately. Other items identified by the Authority as non-critical shall be corrected as soon as practicable in accordance with an Approved schedule.

1.2.19. Revenue Management

286	The following forms of payment will be accepted by CSC. The Contractor shall account for, credit to the customers' accounts and deposit into the appropriate Bank Account(s) all payments in accordance with the Performance Measures:
	<ul style="list-style-type: none"> • checks (including personal, business, e-check, certified and cashier's checks); • money orders; • cash (United States currency); • Credit Card, including mobile payments and EMV chip integrated circuit card (at in-person locations only) and • Debit Card (PIN-less debit only).
287	Using the BOS, the Contractor shall accept payments from customers who use any combination of the above payment methods. For example, customers can choose to pay a portion of their balance using a check and another portion using a Credit Card, or using two (2) or more different Credit Cards.
288	The Contractor shall deposit and post to customer accounts all payments received from all payment channels within the same day the payment was received from the customer.
289	The Contractor shall deposit any checks received by the CSC electronically using Bank-specified check scanners, which shall interface with the bank software.
290	The Contractor staff shall manually key in check information in the event of a check scan failure.

291	The Contractor shall manually apply in the BOS any fees which are not automatically applied through the BOS, in accordance with the Business Rules, Operations Plan and SOPs. Examples of these fee types are a returned check fee or a one-time paper statement fee, which must be selected by the user.
292	The Contractor shall post all customer payments received by operations into the BOS.
293	The Contractor shall develop a full-cycle chain of custody process (such as, how payments transfer from the mail room to an Authority employee for Posting to the bank for deposit) for all payments and cash balances which shall be included in the Operations Plan.
294	The Contractor shall develop and implement money handling, counting and storage procedures that cover items including but not limited to: <ul style="list-style-type: none"> • responsibility for all funds until custody of the funds has passed to the Authority; • all monies (checks and cash) collected shall be stored in a safe in a secure area until collected or deposited by the bank; • all money handling, counting and storage shall be performed in a secure area and under dual control at all times and • cash shall not be transported through public areas without appropriate security.
295	The Contractor shall deposit all monies received into the Authority's Bank Accounts.
296	On a daily basis, the Contractor shall reconcile, balance and report to the Authority all bank deposits of funds received.
297	The Contractor shall develop and implement customer refund procedures in accordance with the Business Rules to be included in the Operations Plan.
298	The Contractor shall remit monies to and collect monies from various parties in accordance with the Performance Measures and Operations Plan. Such remittances may be made by check, wire transfer, or book transfer, and may be made by either the Contractor or the Authority, in accordance with the Operations Plan and shall include but are not limited to payments to and from: <ul style="list-style-type: none"> • customers; • the Authority; • Interoperable Agencies; • Lockbox Service Provider; • DMV; • Collection Agencies and • Third-Party Service Providers and Business Partners.

1.2.20. Paper Document Storage

The CSC receives and generates paper documents over the course of daily business. These hard copy documents are scanned into the BOS for easy retrieval and association with applicable accounts and Cases on a timely basis and paper documents are shredded. It is anticipated that document storage needs will be minimal and any required space will be provided by the Authority at the I-405 CSC facility.

299	The Contractor shall provide and Approved approach for the handling, storage, scanning and shredding of all paper documentation in accordance with the Security Standards.
300	The Contractor shall scan all paper documentation into the BOS associating each appropriately with applicable account(s) and Case(s).
301	The Contractor shall redact information in accordance with the Security Standards, Business Rules, Operations Plan and SOPs on the document prior to scanning the paper documentation into the BOS.
302	The Contractor shall shred and dispose of all paper documentation after it has been successfully scanned in accordance with the Security Standards.

1.2.21. Interoperability

The Authority is already interoperable with the other toll agencies in California. Over the life of this Agreement, it is likely that interoperability will expand to include all U.S. states and regions. The Authority will participate in regional and national interoperability.

The Contractor will work in cooperation with all Interoperable Agencies and CSC facilities, and support the Authority with efforts to provide for efficient and successful operation.

303	Working with the Interoperable Agencies, the Contractor shall facilitate the resolution of interface related issues or errors.
304	The Contractor shall provide financial and transactional reconciliation with Interoperable Agencies.
305	The Contractor shall participate in periodic teleconferences and meetings related to interoperability and other interoperability organizations.
306	The Contractor shall provide a point of contact for resolution of issues arising with interoperable transactions/trips and customer service including dispute resolution.
307	The Contractor shall monitor and manage the electronic file transfers within the BOS as required.
308	The Contractor shall manage and reconcile interoperable receivables and payables.
309	The Contractor shall provide annual credit card rate analysis for the Interoperable Agencies and facilities with which the OCTA I-405 will have an agreement to net out credit card fees from revenue. The Contractor shall prepare the netting schedule that provides the net amount that the agencies/facilities transmit to each other.

Exhibit B
Volume IV: Performance Measures

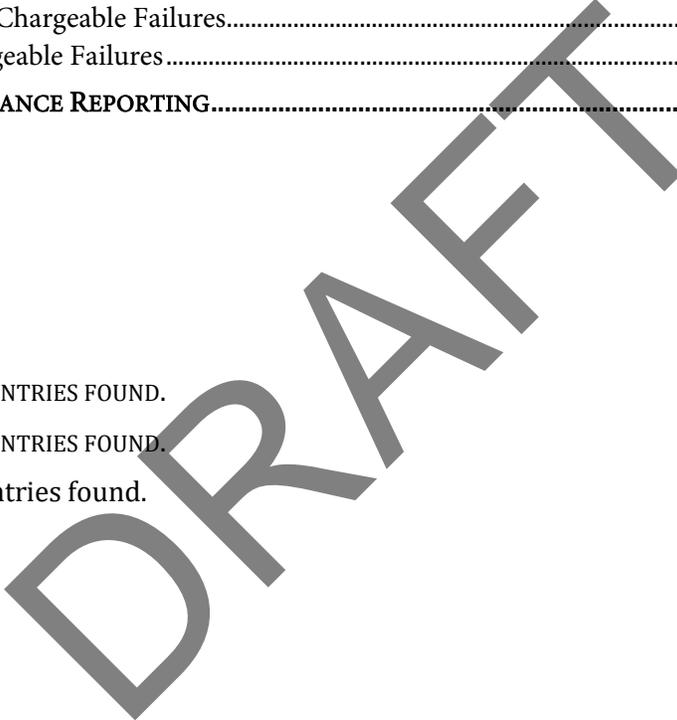
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1 INTRODUCTION

The following describes the Performance Measures for the BOS and CSC Operations. The Authority requires the Contractor to continuously operate the BOS and CSC in accordance with the standards of performance identified in Requirements and these Performance Measures.

The Contractor's performance will be both self-monitored and monitored by the Authority and is rated based on the Contractor's ability to meet these Performance Measures, which reflect the minimum performance expected of the Contractor to provide timely and reliable BOS processing and well as the minimum level of customer service.

1.1 BOS Performance Measures

BOS performance will be measured in categories that align with the primary functions of the BOS. The specific method of measuring the Contractor's performance will vary depending on the individual Performance Measure, but will generally be measured either by event, per calendar/Business Day or on a monthly basis. If a Performance Measure is not met, the Contractor is assessed an Adjustment to the monthly fee, based on the calculations described in the table. For some categories, the amount by which the Performance Measure is missed matters in determining how well the BOS is performing, therefore the non-compliance fees increase as the deviation from the Performance Measure increases.

Table 1, below, provides the BOS Performance Measures, measurement calculations and Adjustments for the Contractor. The Contractor's monthly invoice will be adjusted by the percentages and amounts shown. Attachment D: Sample KPI Adjustments provides sample scenarios for calculating the monthly KPI Adjustments.

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Table 1: BOS Performance Measurers and Adjustments

#	BOS Performance Measure	Measurement Calculation and Frequency of Adjustments	Adjustments
1	BOS availability - Priority 1	<p>Calculates BOS Availability if a Priority 1 event has occurred during the period.</p> <p>Monthly Measurement of 99.80% uptime target.</p> <p>Availability shall be calculated as follows:</p> <p>Availability = (1 - [Total number of hours of Priority 1 downtime per month / Total hours in the month]) * 100</p>	<p>A 3% Adjustments to the monthly maintenance fee for availability between 99.50% and 99.80%;</p> <p>A 5% Adjustments to the monthly maintenance fee for availability between 99% and 99.49% and</p> <p>A 10% Adjustments to the monthly maintenance fee for availability below 99%.</p>
2	BOS availability - Priority 2	<p>Calculates BOS Availability if a Priority 2 event has occurred during the period.</p> <p>Monthly Measurement of 99.80% uptime target.</p> <p>Availability shall be calculated as follows:</p> <p>Availability = (1 - [Total number of hours of Priority 2 downtime per month / Total hours in the month]) * 100</p>	<p>A 1.0% Adjustments to the monthly maintenance fee for availability between 99.50% and 99.80%;</p> <p>A 1.5% Adjustments to the monthly maintenance fee for availability between 99% and 99.49% and</p> <p>A 3% Adjustments to the monthly maintenance fee for availability below 99%.</p>
3	Interface data and file exchanges	Per individual data or file exchange that is inaccurate, has incomplete data, is not technically compliant with the ICD, or is not provided/retrieved in the required time frame, per the ICD and/or agreed to operating procedures. Applies to all Interfaces other than Contractor-provided Third-party Service Providers and Business Partners.	\$250
4	Interface acknowledgements	Per individual event of a scheduled data or file exchange that is not acknowledged in the typical or required time frame, per the ICD and/or agreed to operating procedures.	\$250
5	Interface exception handling	Per individual data or file exchange where an exception information is not provided to the source system and the designate contact is not notified in the required or typical time frame, per the ICD and/or agreed to operating procedures. Exceptions are inaccurate information identified during data validation or an anomaly that prevents data, files and images from being properly processed.	\$250
6	Trip Posting	Per hour or partial hour in which files are not accurately posted within two (2) hours of receipt.	\$1000
7	Job Process	Per discrete event where a BOS Software job and/or process does not correctly run and complete within the expected time. Expected time = scheduled time + maximum run time.	\$250 per event and up to 60 minutes of delay. \$100 for each partial additional hour of delay.
8	Account replenishments	Per calendar day in which all eligible Accounts with a valid payment mechanism are not replenished within one (1) hour of reaching the low-balance threshold.	\$2,500 Escalates by \$2,500 each subsequent Calendar Day up to a maximum of \$10,000 per Calendar Day

#	BOS Performance Measure	Measurement Calculation and Frequency of Adjustments	Adjustments
9	Sending of customer-initiated, non-batched email or text	Per calendar day for each type of automated Notification that is not correctly sent within 15 minutes of eligibility.	\$500
10	Mailing of USPS Notifications	Per subsequent calendar day in which eligible customer Notifications are not sent within three (3) Calendar Days.	\$500
11	Reporting	Per calendar day for each report that is not generated by the BOS, delivered and/or made available with accurate data per the reporting schedule.	\$100
12	Monthly system maintenance reports	Per subsequent Business Day that the monthly report is not generated within the required time frame.	\$500
13	Respond to agency requested information	Per subsequent Business Day that Contractor does not provide acknowledgement and status of requested information within two (2) Business Days.	\$500
14	Following the Approved change management process	Per event of Contractor not following Approved change management process and required testing before making a change to the BOS Hardware or Software.	\$5,000
15	Log, track and report all BOS failures or reported System issues.	Per event of Contractor not following Approved process and accurately logging event within the PMMS.	\$250
16	Acknowledgement of BOS failure and degradation notifications by Contractor	Per event without intentional human acknowledgment (recorded within the PMMS) by the Contractor's maintenance personnel of receiving notification of a BOS failure or degradation from the BOS, other Contractor personnel, customers, the Authority, Third-Party Service Providers and Business Partners or another contractor as follows: <ul style="list-style-type: none"> • Within one (1) hour of notification for a Priority 1 event; • Within four (4) hours of notification for a Priority 2 event; and • Within twenty-four (24) hours of notification for a Priority 3 event. 	Priority 1 - \$1,000 Priority 2 - \$500 Priority 3 - \$250
17	Repair of Priority 1 failure or degradation	Per Priority 1 failure that is not repaired within four (4) hours.	\$ 2,500 per event and \$200 for each subsequent hour of delay.
18	Repair of Priority 2 failure or degradation	Per Priority 2 failure that is not repaired within twenty-four (24) hours.	\$1,000 per event and \$100 for each subsequent hour of delay.
19	Repair of Priority 3 failure or degradation	Per Priority 3 failure that is not repaired within three (3) Calendar Days.	\$500 per event and \$500 for each subsequent Calendar Day of delay.
20	Protect sensitive customer information from exposure to others	Per event of exposure of PII or PCI data to unauthorized persons.	\$25,000 per event and per subsequent day of exposure and all costs of direct damages, Notification and remediation.
21	Notify all affected customers of security breach.	Per event of customer Notifications not being sent within two (2) Calendar days of security breach.	\$5,000 per event and \$2,500 for each subsequent Calendar Day of delay.

#	BOS Performance Measure	Measurement Calculation and Frequency of Adjustments	Adjustments
22	Remediate all PCI or PII related deficiencies	Per calendar day if deficiency remains after one (1) month from the initial date when any PCI or PII vulnerability is identified during PCI compliance audits, normal network and BOS monitoring, testing or vulnerability scans. This includes completing the Approved change management process, complete testing and successful placement into production of fixes required to achieve compliance.	\$500 per Calendar Day
23	Recovery Point Objective (RPO)	In case of primary BOS failure and transfer of production to the DR site, where the RPO is more than ten (10) minutes.	\$5,000 per event and \$1,000 for each subsequent ten (10) minutes of extended RPO.
24	Recovery Time Objective (RTO)	In case of primary BOS failure and transfer of production to the DR site, where the RTO is more than twenty-four (24) hours.	\$5,000 per event and \$250 per each subsequent hour of extended RPO.

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1.2 CSC Operations Performance Measurement

The CSC Operations Performance Measures are tracked and reported to measure the ability of the Contractor to execute the key business processes and SOPs required. The Performance Measures are intended to align with the primary functions of the CSC Operations.

Some Performance Measures will be used to measure performance of processes that execute multiple times per day, for example, serving customers at the CSC or via the telephone. Other Performance Measures assess the Contractor's performance on the completion of a specific task, for example the completion of accurate monthly reconciliation and submittal of the reconciliation documentation to the Authority.

The specific method of measuring the Contractor's performance will vary depending on the Performance Measure, but will generally be measured on a per item, daily or monthly basis. Non-compliance with the Performance Measures will result in assignment of non-compliance points, which are used to calculate the monthly Adjustments. This process is described in the following section. Regardless of how a Requirement is measured, the Contractor shall provide monthly reporting for all Performance Measures.

1.2.1.1 Performance Scorecard

For CSC Operations performance measurement, each Performance Measure is assigned a weighted non-compliance point value. The value of the non-compliance points assigned depends on the severity of the failure and its potential impact on the Authority's business.

The Contractor shall develop Performance Measure reports, including the Monthly Performance Scorecard. Failure to comply with the Performance Measure will result in the associated non-compliance points being applied to the Contractor's Monthly Performance Scorecard. If the accumulated non-compliance points reach a specified threshold, the Contractor's invoice for the month will be adjusted by a percentage of the total invoice value, as shown in Table 3.

Table 2, below, provides the BOS Performance Measures, measurement calculations and Adjustments for the Contractor. The Contractor's monthly invoice will be adjusted by the percentages and amounts shown.

Attachment D: Sample KPI Adjustments provides sample scenarios for calculating the monthly KPI Adjustments.

Table 2: CSC Operations Performance Measures and Non-Compliance Points

OPS#	CSC Operational Performance Measures	Measurement and Frequency	Non-Compliance Points*
1	Reporting of all Operations Failures to the Authority - The Contractor shall notify the Authority of all observed operations failures identifying the failure utilizing the Approved notification process defined in the Operations Plan, SOPs and Business Rules.	Per failure to report observed operational failure using Approved notification process within 60 minutes	3
2	Monthly Reconciliations - The Contractor shall ensure all reconciliations are completed per the Requirements and that discrepancies are investigated, resolved, reconciled and closed and that the monthly roll-up of daily reconciliations, summarizing the daily activities for the entire month is provided.	Per month in which monthly roll-up is not provided within three (3) Business Days of month end	30
3	Monthly Journal Entries - The Contractor shall ensure all month end journal entries are transmitted to the Authority and shall include minimum monthly fee accrual, credit card processing fees accrual, customer collections and violations collections accrual, tax and lottery intercept accrual and accounts receivable (A/R) and accounts payable (A/P) other interop accrual.	Per month in which accruals are not provided within three (3) Business Days of month end	30
4	Daily Journal Entries - The Contractor shall ensure all daily journal entries are transmitted to the Authority and shall include cash receipts journal entries for violations and cash receipts/adjustments for activity on customer accounts.	Per day in which the journal entries are not provided within one (1) Business Day	3
5	Quality Assurance - The Contractor shall ensure that all approved Quality Assurance (QA) processes, per the Quality Plan are completed monthly.	Per month in which 100% of approved QA processes are not followed	40
6	Customer Satisfaction - The Contractor shall use a Customer Satisfaction Survey to determine customer satisfaction with how contacts are handled. The post-contact survey questions will gauge the customers' satisfaction with the Service they received when contacting the CSC.	Per month in which Contractor does not achieve an average of 4.5 (at a minimum) out of 5	30
7	Speed of Answer - Call Center request to speak with a CSR - The Contractor shall answer incoming calls, after the caller elects to speak with a CSR.	Per Business Day in which 80% of calls are not answered within 60 seconds	3
8	Abandon Rate - The Contractor shall ensure incoming calls do not abandon prior to speaking with a CSR.	Per Business Day in which 4% of calls or more are abandoned	3
9	Speed of Answer - Chat - The Contractor shall answer incoming chat requests when a customer elects to chat with a CSR.	Per Business Day in which 80% of chats are not answered within 60 seconds	3
10	Speed of Answer - Text - The Contractor shall respond to incoming texts when a customer elects to text the CSC.	Per Business Day in which 80% of texts are not answered within 60 seconds	3
11	Speed of Answer - Email - The Contractor shall respond to incoming email requests when a customer elects to email the CSC.	Per Business Day in which 90% of emails are not responded to within 1 Business Day	3
12	First Contact Resolution - The Contractor shall resolve customer requests on the first contact with the CSC. Customers will be provided a question on the customer surveys to indicate if their request was resolved on the first contact.	Per Business Day in which Contractor does not resolve 85% of calls (per survey results)	5
13	CSC WIC Customer Wait Time - The Contractor shall ensure waiting times for customers to interact with a CSR at the CSCs remain within acceptable limits.	Per Business Day in which 80% of wait times exceed five (5) minutes	3
14	Timeliness of Customer Case Resolution - The Contractor shall completely and accurately resolve customer requests, including resolving customer complaints, made via all channels. Resolution of a customer request means completely resolving the issue, complaint or inquiry, such that no further follow up by the customer, the Contractor or the Authority is required.	Per Business Day in which 90% of cases are not resolved within one (1) Business Day	3
		Per Business Day in which 98% of cases are not resolved within five (5) Business Days	3

OPS#	CSC Operational Performance Measures	Measurement and Frequency	Non-Compliance Points*
15	Accuracy of Customer Request Resolution - The Contractor shall completely and accurately resolve the customer requests. Resolution of a customer request means completely resolving the issue, complaint or inquiry, such that no further follow up by the customer, the Contractor or the Authority is required.	Per month that 99% accuracy is not met	30
16	Reason Code Accuracy - The Contractor shall select the correct transaction reason code. The BOS shall select a random sample set of one-hundred (100) transactions which required a reason code each month which will be reviewed for accuracy as part of the Contractor's Quality Assurance process. Both the process and the final outcome will be evaluated and the transactions which are determined to be adjusted or reversed for the wrong reason or inappropriately adjusted or reversed will be identified.	Per month that 99% accuracy is not met	30
17	OCTA Identified High Priority Issues Acknowledged and Assigned - The Contractor shall acknowledge and assign to appropriate staff all high priority customer issues. The Authority will designate specific issues as "high priority" when the issues are provided to the Contractor. These issues are entered into the Case process for tracking to final resolution which will be communicated to the Authority and the customer.	Per High Priority Issue that is not acknowledged and assigned within two (2) business hours	3
18	OCTA Identified High Priority Issues Accurately and Completely Resolved - The Contractor shall accurately and completely resolve all high priority customer issues. Resolution means completely resolving the issue for the inquiry, such that the issue requires no further follow up by the customer, the Contractor or the Authority.	Per High Priority Issue that is not accurately and completely resolved within one (1) Business Day	3
19	Processing of Returned Mail - The Contractor shall process all returned mail. The customer account must be updated with any new information and further research tasks shall be undertaken in accordance with the Business Rules to attempt to obtain an address for customers with only an undeliverable address.	Per Business Day in which 90% of the sample size of returned mail is not processed within three (3) Business Days	3
		Per Business Day in which 100% of the sample size of returned mail is not processed within ten (10) Business Days	3
20	Processing of Transponder Requests - The Contractor shall package and transmit all transponder requests to shipping provider.	Per Business Day in which 100% of transponder requests are not processed within two (2) Business Days	3
21	Payment Processing - The Contractor shall ensure all payments are posted to the correct account.	Per Business Day in which 100% of payments are not processed within two (2) Business Days	5
22	Research and Resolve Unidentified Payments - The Contractor shall ensure 100% of all cash, money order and check payments which are ineligible for immediate posting to a customer account (for example, payments missing sufficient information to identify the posting account) are completely and accurately resolved (for example, posted to an account, refunded to the customer or documented as all avenues exhausted). These include payments which cannot be readily associated with a customer account. The Contractor shall be responsible for conducting timely research on these payments so that the payments can be posted to a customer account as quickly as possible or, if all research avenues are exhausted and documented, tracked as unidentified funds in case of future customer contact	Per Business Day in which 100% of all unidentified payments are not completely and accurately resolved within five (5) Business Days	3
23	Process and Issue Refunds - The Contractor shall ensure 100% of all eligible refunds are completely and accurately mailed to customer.	Per Business Day in which 100% of all refunds are not completely and accurately issued within five (5) Business Days	3
24	Staff Turnover/Attrition - The Contractor shall ensure the voluntary staff turnover / attrition rate does not exceed 5% of the total workforce each month. The Contractor is expected to implement employee engagement tools, training and career development processes to ensure the workforce remains consistent	Per month in which voluntary turnover/attrition exceeds 5%	10

For monthly measures the Contractor shall measure performance by comparing the target performance level defined in these Performance Measures against their actual performance for the month as applicable.

1.3 Non-Compliance Performance Adjustments

The Contractor’s performance score will be determined each month by adding the points assessed for non-compliance as described above. A performance Adjustments will be made in each month that the Contractor exceeds the allowable number of non-compliance points up to a maximum monthly Adjustment. The invoice adjustment will exclusive of any pass-thru costs.

Table 3: Non-Compliance Adjustments

Performance Level	Non-Compliance Points Range	Monthly Invoice Adjustments Percent
Level 1	0-30	0%
Level 2	31-50	1%
Level 3	51-150	2%
Level 4	151-250	5%
Level 5	251-400	12%
Level 6	401+	25%

1.4 Escalation

Non-compliance points will accrue as follows:

- The first month that a specific Performance Measure is not met will result in the assessment of the initial value of the associated non-compliance points assigned in Table 3.
- If a specific Performance Measure is not met for a second consecutive month, the non-compliance points assessed for that failure will be doubled for that month.
- If a specific Performance Measure is not met for a third consecutive month and for all subsequent consecutive months thereafter, the non-compliance points assessed for that failure will be tripled for that month.

1.5 Corrective Actions

Failure to meet a Performance Measure does not relieve the Contractor of the Requirement to complete the activity associated with the Performance Measure. The Contractor shall identify the failure condition, take immediate action to remedy the condition and ensure that corrective action is taken to prevent repeated failures in the future. This will be documented in a Corrective Action Plan (CAP). For example, if the Contractor fails to completely and accurately resolve 100% of the customer requests within the time required by the Performance Measure, the unresolved customer requests must still be completely and accurately resolved and the Contractor must identify the root cause of the failure, the extent of the problem and provide a plan to prevent future occurrences. The Contractor must complete activities in a first-in, first-out order (FIFO). Skipping prior day’s work in order to catch up with a Performance Measure will not be allowed.

1	The Contractor shall identify the failure condition, take immediate action to remedy the condition and ensure that corrective action is taken to prevent repeated failures.
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2	Failure to meet a Performance Measure shall not relieve the Contractor of the Requirement to complete the activity associated with the Performance Measure. Any failure to meet a Performance Measure that requires the completion of a specific action(s), for example completing daily reconciliations or completing image review correctly, which is not completed in accordance with the Requirement, shall not relieve the Contractor of the responsibility to perform in accordance with the Operations Plan and the Requirements.
3	If a Performance Measure involving completing work in certain period of time is missed, the work shall be completed in order, such that the oldest work is completed before starting any newer work. The Contractor shall not skip any prior work and process new work to avoid a subsequent Performance Measure Adjustment.
4	The Contractor shall develop a Corrective Action Plan (CAP) for each failure to meet a Performance Measure identifying the root cause(s), the extent of the problem and providing a plan to rectify the current situation and prevent future occurrences. For example, if the Contractor fails to completely and accurately resolve customer requests within the time required by the Performance Measure, the unresolved customer requests shall be completely and accurately resolved and the Contractor must identify the root cause of the failure, the extent of the problem and provide a plan to prevent future occurrences.
5	The Contractor shall submit the CAP to the Authority for review and Approval.
6	The CAP provided by the Contractor shall be in a format Approved by the Authority as part of the Operations Plan.

1.6 Non-Chargeable and Chargeable Failures

For purposes of calculating Performance Measures, chargeable and non-chargeable failures are defined as follows:

- *Non-chargeable failures are those failures identified in the following section. Adjustments will not be assessed for non-chargeable failures.*
- *Chargeable failures are any failures not specifically identified as non-chargeable. Adjustments will be assessed for chargeable failures.*

1.6.1 Non-Chargeable Failures

7	Non-chargeable failures are limited to:
	<ul style="list-style-type: none"> • Force majeure, as defined in the Agreement; • BOS failures caused by environmental or operating conditions outside of those that the Contractor controls as established in the Requirements; • Preventive maintenance as allowed in the Maintenance Plan and • failures that are the responsibility of other contractors and Third-Party Service Provider and Business Partners that are not contracted through or provided by the Contractor as determined by the Authority.

1.6.2 Chargeable Failures

8	Chargeable failures shall include any failures not specifically identified as non-chargeable.
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1.7 Performance Reporting

The Contractor is required to provide the Authority a Monthly Operations Report that includes the Contractor's Performance Reports and Performance Scorecard. The Contractor's Performance Report will include a series of reports detailing the Contractor's performance against each Performance Measure and details related to the failure events that resulted in the non-compliance. The Contractor's Performance Report shall contain all information necessary for the Authority to verify the Contractor performance as reported by the Contractor.

9	The Contractor shall prepare and submit to the Authority the Performance Reports as part of the Contractor's Monthly Operations Report on an agreed-upon day each month as defined in these Requirements.
10	The Performance Report shall include: 1) a Performance Scorecard calculating the non-compliance points assessed that month, if applicable; 2) a series of reports that is comprised of one (1) report per Performance Measure, detailing the Contractor's performance against the Requirement that month supporting the Scorecard for each Performance Measure, and 3) a historical report detailing the Contractor's performance against each Requirement for the most recent 13 months. Copies of all CAPs related to failures for that month must be included.
11	The Contractor shall provide the required Monthly Operations Report to the Authority before an invoice will be considered for payment.

WESTERN REGION TOLL OPERATORS (WRTO)
and
CALIFORNIA TOLL OPERATORS COMMITTEE (“CTOC”)

Technical Specification

for

Interagency Electronic Data Interchange

Revision A 1.1

November 1, 2019

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Original CTOC Technical Specification

Rev. A Initial Release

Rev. B Adds Good Tags File Layout

Rev. C Adds Toll Violations File Layout

Rev. D Adds Statement Descriptions in Appendix E
Document Reformatted

Rev. E Revise Good Tags File to Tag Status File
Changed Processing Times

Rev. F Modifies Violations File Format
Adds License Plate Exchange File Layout
Adds Document Distribution List
Adds Additional Plaza/Lane Designations for TCA

Rev. G Modified Tag Status File Format to additional tag information fields
Added new Appendix F - Violations Reject File
Rename old Appendix F (Plaza/Lane Designations) to Appendix I
Re-organize document to current form
Add Title 21 definition as Appendix K
Add Title 21 approved messages codes as Appendix L

Rev. G (1-7-2002) Combined commented versions of document into current version for
comment and approval.

Rev. G (2-26-2002) Questions and answers revisions to document. Rev. G (FINAL) Final
comments added from teleconference.

Rev. G.1 (FINAL) Final corrections:

- 1) Remove DIFF from tag status file header.
- 2) Fix sample file for tag status.
- 3) Pay-by-Plate Processing Narrative correction.
- 4) Reconciled Pay-By-Plate Charges File – fixed Reconcile codes.

Rev. G.2 (FINAL) Corrections:

- 1) Change to General File Format Rule #15 regarding transaction uniqueness.
- 2) Add General File Format Rule #16 regarding sequence numbering.

Rev. G.3 (FINAL) Corrections:

- 1) Remove “optional” from 3 subtypes on Tag Status File. Subtypes must be sent.
- 2) Remove the San Diego CALTRANS Bridge (Coronado).

Rev. G.4 (April 26, 2004) Corrections:

- 1) Corrected Title 21 tag range assignments to reflect current approved assigned ranges.
- 2) Corrected Definition of License Plate field (in License Plate Status File) to read "Alphanumeric" instead of "Alpha".
- 3) Added the following "Format conforming to DMV Parking Manual" to the description of the License Plate Field.
- 4) Added "Daily Violation Sweep" Flowchart to Appendix D.
- 5) Updated "Pay by Certificate" Flowchart in Appendix E.

Rev. G.4.1.a. (December 13, 2010) Corrections:

- 1) Corrected Table of Contents to include page 11, "File Naming Conventions"
- 2) Updated the "Document Control" to remove Harry Hansen, Jr. and add Joyce Hill as the Document Control contact.
- 3) Updated the California's Definition for Title 21's 32-BIT Transponder ID number Field to include the current Facility Codes, descriptions for Tag Type and Title 21 Out-of-state Agencies (February 16, 2010)
- 4) Record Appendixes as listed in Rev. G.4:
 - a) Appendix A: Plaza/Lane Description
 - b) Appendix B: Title 21 Definition
 - c) Appendix C: Subtype Definitions for Tag Record File
 - d) Appendix D: License Plate Date Logic
 - e) Appendix E: Violation Enforcement via Plate Reads
- 5) Appendix A: Added lane and descriptions for TCA (Windy Ridge SB/NB Lane 13, November 3, 2009)
- 6) Appendix A: Added lane and descriptions for I-680 Express lanes
- 7) Appendix A: Corrected lane and descriptions for SANGAG

Rev. G.4.1.b. (April 7, 2011) Corrections

- 1) Appendix A: Added lane and description for TCA (Tomato Springs SB/NB Lane 13, 2004).
- 2) Updated agency name in Table 2, Agency Codes, to add "BATA."
- 3) Updated the California's Definition for Title 21's 32-BIT Transponder ID number Field to include the current Facility Codes, descriptions for Tag Type and Title 21 Out-of-state Agencies (January 13, 2011)

Rev. G.4.2. (June 21, 2011) Corrections:

- 1) Appendix A: Deleted lanes and description for TCA (Portola Parkway North Off Lanes 2248-03, 2248-04 and Portola Parkway North On Lanes 2249-03, 2249-04)
- 2) Changes:
 - a) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.1 Transponder Tag Type ID for HOV Switchable Tags. (March 24, 2011)
 - b) Includes Example Tag
- 3) Updated General File Format Rules for switchable tag mode. (February 14, 2011)
 - a) Section 8.2.2 Field: Tag ID; Notes section

- b) Section 8.3.2 Field: Tag ID; Notes section
- c) Section 8.4.2 Field: Tag ID

Rev. G.4.3. (November 16, 2011) Changes:

- 1) Added LA Metro to the Agency Codes; Section 6.0, Table 2.
- 2) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 17, October 7, 2011)
- 3) Added lanes and descriptions for LA Metro to Appendix A: Plaza/Lane Descriptions

Rev. G.4.4. (December 21, 2011) Changes:

- 1) Added lanes and descriptions for 237 Express Lanes to Appendix A: Plaza/Lane Descriptions

Rev. G.4.5. (November 20, 2012) Changes:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 19, September 25, 2012)
- 2) Added lane and changed descriptions for SANDAG 1-15 to Appendix A: Plaza/Lane Descriptions

Rev. G.4.6. (March 22, 2013) Changes:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 21, March 21, 2013)
 - a) Note: Version 20: Newly assigned Facility Codes for TCA; Table 1 & 2.
 - b) Version 21: Newly assigned Facility Codes for SR-91; Table 2

Rev. G.4.7 (April 03, 2013) Changes:

- 1) Added/updated plazas for LA Metro to Appendix A: Plaza/Lane Descriptions

Rev. G.4.8 (November 15, 2013) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 22, October 25, 2013)

Rev. G.4.9 (December 4, 2013) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 23, November 21, 2013)

Rev. G.4.9.a (April 16, 2014) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 24, April 3, 2014)

Rev. G.4.9.b (October 23, 2014) Changes:

- 1) Updated plazas for TCA to Appendix A: Plaza/Lane Descriptions
 - a) Closed: 61 lanes
 - b) Added: 4 lane
 - c) Name Changes: 6 lanes

Rev. G.4.9.c (November 10, 2014) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 25, November 6, 2014)

Rev. G.4.9.d (November 13, 2014) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 26, November 13, 2014)

Rev. G.4.9.e (May 21, 2015) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 27, November 13, 2014)
- 2) Change:
 - a) Deleted TCA's CLOSED lanes from the APPENDIX A: Plaza/Lane Descriptions
 - b) 2.0 Document Control: Removed Joyce Hill, added Rick Carrier
- 3) Add:
 - a) APPENDIX A: Plaza/Lane Descriptions
 - b) 4001-4009 Reserved for OCTA
 - c) 4020-4040 Reserved for RCTC

Rev. G.4.9.f (June 08, 2015) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.2, Table 1, (Version 28, June 4, 2015)
- 2) Deleted "(Pilot Project)" from Section 7.2, Table 1

Rev. G.4.9.g (June 15, 2015) Update:

- 1) Added "(Multiprotocol Tags)" to Section 7.2, Table 1
- 2) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.2, Table 2, (Version 29, June 15, 2015)

Rev. G.5 Draft V0 (April 21, 2006) Modifications:

- 1) Changed "Amount Charged" to "Amount Posted" in TRAN AMOUNT field in Reconciled Toll Charges and Reconciled Pay-by-Plate Charges files
- 2) Add "Account Identifier" field to tag file
- 3) Add "Account Identifier" and "Plate Identifier" fields to plate file
- 4) Eliminate "D" (Delete option) in the Tag File (which should always be INIT only)
- 5) Added clarifying language about the Daily Violation Database Sweep
- 6) BATA added to the list of Agency Codes used in filename. BATA will use the code assigned to ATCAS (Caltrans).
- 7) San Francisco Airport added to list of Agency Codes.

Rev. G.5 Draft V1 (November 21, 2013) Modifications:

- 1) Added a Note to the Toll Charges Processing narrative to standardize exclusion of non-revenue plates.
- 2) Added VERSION to all header files. This field will contain the Version Number, "REVG.5" right justified. This will allow for backward compatibility in the future.
- 3) Updated Appendix A, adding new I-15 plazas and lanes.
- 4) Updated Appendix F with new ranges from CALTRANS.
- 5) Added Entry/Exit Times and Axle Count to toll and Pay-By-Plate transaction files.

Rev G.5 Draft V2 (April 16, 2014) Modifications:

- 1) Modified Section 4.0 - Item 3 - Added more clarity to Guarantee of payments for

- valid plates.
- 2) Modified Section 8.1.1 - Narrative (2nd Paragraph) - clarified note.
 - 3) Modified Section 8.2.2
 - a) Removed DST Field
 - b) Modified AXLE Count Notes
 - c) Added OCCUPANCY Field
 - 4) Modified Section 8.2.4 –
 - a) Modified Toll Charges Sample File to include how different Trip Types are included.
 - 5) Added new section 8.2.5 - Business Rules to describe how Entry/Exit Information is included in the Toll Charges File.
 - 6) Modified Section 8.3.2 -
 - a) Changed Notes for the first 13 Fields to reflect that it should be same as the original Toll Charges File.
 - b) Removed DST Field
 - c) Removed INFERRED TAG READ Field.
 - d) Added Occupancy Field
 - 7) Modified Section 8.5.1 -
 - a) Pay by Plate Narrative - Modified previously modified Paragraph 4.
 - b) Removed GENERAL GUIDELINES Section.
 - 8) Modified Section 8.6.2 - Remove DST Flag
 - 9) Added New Section 8.6.5 – Business Rules for Plate Status Files.
 - 10) Modified Section 8.7.2 - Plate Status Detail Record Format
 - a) Removed PlateID
 - b) Changed Definition of Action Code
 - c) Added PLATE TYPE - to differentiate Universal Non-Revenue Plate Accounts.
 - 11) Added New Section 8.7.5 – Business Rules for Plate Status Files.
 - 12) Modified Section 8.8.2 - Reconciled Pay-by-Plate Detail Record Format
 - a) Modified Notes for field 1 thru 13 to reflect that it will be same as the PBP Plate Transaction File
 - b) Removed DST

Rev G.5 Draft V3 (June 17, 2014)

- 1) Section 5.2 – Included updated process flow
- 2) Section 8.3.1 - Reconciled Toll Charge File - Added POST AMT Field
- 3) Section 8.7.5 – Modified Business Rules section based on comments from the meeting.
- 4) Section 8.8.2 - Reconciled PBP Charge File - Added POST AMT Field.

Rev G.5 Draft V4 (December 2, 2014)

- 1) Updated document to include changes made in Rev. G.4.9.a, Rev. G.4.9.b, Rev. G.4.9.c and Rev. G.4.9.d.
 - a) Updated California's Definition for Tile 21's 32-Bit Transponder Id Number Field, Section 7.0
 - b) Updated plazas for TCA to Appendix A: Plaza/Lane Description
- 2) Revision of the document based on comments
- 3) Section 5.2 – Included updated process flow

Rev G.5 Draft V5 (January 22, 2015)

- 1) Section 8.5.2 – Removed bullet in C - Exception of Distance based toll.

Rev G.5 Draft V6 (May 1, 2015)

- 1) Updated 8.2.2 Toll Charges Detail Record Format to add 6C Tag compatibility.
- 2) Updated 8.3.2 Reconciled Toll Charges Detail Record Format to add 6C Tag compatibility
- 3) Updated 8.4.2 Tag Status Record Format to add 6C Tag compatibility
- 4) Added Appendix F – 6C Toll Operators Coalition AVI Transponder Programming Standard (Version 2.0 November 20,2014)

Rev G.5 Draft V7 (June 1, 2015)

- 1) Updated document to include changes made in Rev. G.4.9.e (May 21, 2015)
 - a) Changed 2.0 Document Control: Removed Joyce Hill, added Rick Carrier
 - b) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 27, November 13, 2014)
 - c) Deleted TCA's CLOSED lanes from the APPENDIX A: Plaza/Lane Descriptions
 - d) Added notes to APPENDIX A: Plaza/Lane Descriptions
 - i. 4001-4009 Reserved for OCTA
 - ii. 4020-4040 Reserved for RCTC
- 2) Updated Section 8.2.2
 - a) Changed Notes for Occupancy field
- 3) Updated document to include changes made in Rev. G.4.9.f (June 08, 2015)
 - a) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.2, Table 1, (Version 28, June 4, 2015)
 - b) Deleted "(Pilot Project)" from Section 7.2, Table 1

Rev G.5 Draft V8 (June 15, 2015)

- 1) Updated document to include changes made in Rev. G.4.9.g (June 15, 2015)
 - a) Updated Switchable Transponder Tags Facility Codes, Section 7.2, Table 2 to extend the LA MTA range in T21 CA Transponder ID Ver. 29
 - b) Added "(Multiprotocol Tags)" to Section 7.2, Table 1

Rev G.5.1 (October 20, 2015) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 30, October 7, 2015)
- 2) Updated Appendix F, 6C Programming Standard, Version 2.1

Rev G.5.2 (February 19, 2016) Update:

- 1) Added/updated plazas for I-580 Express Lanes to Appendix A: Plaza/Lane Descriptions

Rev G.5.3 (May 5, 2016) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 31, April 20, 2016)

- 2) Updated Appendix F, 6C Programming Standard, Version 3, rev. 3

Rev G.5.4 (August 17, 2016) Update:

- 1) Added/updated plazas for 91 Express Lanes to Appendix A: Plaza/Lane Descriptions

Rev G.5.5 (December 27, 2016) Update:

- 1) Added field justification clarification for the ACCOUNT ID field in the Tag Status Detail Record table (section 8.4.2) and the Plate Status Detail Record table (section 8.7.2)
- 2) Updated the sample file examples in sections 8.2.4, 8.3.4, 8.4.4, 8.6.4, 8.7.4, and 8.8.4.
- 3) Added ATI information section 9 to separate ATI files from CTOC files
- 4) Updated I-580 lanes in Appendix A: Plaza/Lane Descriptions

Rev G.5.5.a (Mar 9, 2017) Update:

- 1) Updated SANDAG Express Lanes in Appendix A: Plaza/Lane Descriptions

Rev G.5.6 (Oct 13, 2017) Update:

- 1) Section 3 – Changed the reference to Senate Bill 1523 to Streets and Highways Code
- 2) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 32, September 26, 2017)
- 3) Section 8.2.2 - Added Vehicle Type to the Toll Charges Detail Record
- 4) Modified section 8.4.2 - Tag Status Detail Record
 - a. Removed "D – deactivate tag"
 - b. Added clean air vehicles to Subtype B
- 5) Section 8.6.2 – Added Vehicle Type to the Pay by Plate Detail Record
- 6) Section 8.7.2 – Added a Subtype for clean air vehicles to the Plate Status Detail Record
- 7) Deleted Section 9, ATI Processing
- 8) Updated I-680 Express Lanes in Appendix A: Plaza/Lane Descriptions
- 9) Updated notes in APPENDIX A: Plaza/Lane Descriptions
 - a. 4020-4399 Reserved for RCTC
- 10) Deleted Subtypes "L", "S", "B", and "R" from APPENDIX C: Sub Type Definitions

Rev G.5.7 (Jan 24, 2018) Update:

- 1) Removed ATI File extensions in table 1
- 2) Fixed version typos throughout section 8

Rev G.5.7a (Dec 7, 2018) Update:

- 1) Corrected definition of TAG ID and updated the sample files
- 2) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Filed, Section 7.0 (Version 33, November, 27, 2018)

WRTO Technical Specification revisions:

Rev. A 1.0 Initial Release (Oct 31, 2018)

1) Renaming document as WRTO/CTOC

Rev A 1.1 Update

- 1) Updated Appendix A to add plaza IDs for BAIFA, VTA, RCTC, TCA and Alameda CTC and reserve additional plaza ID range for OCTA
- 2) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 8.0 (Version 34, September 9, 2019)
- 3) Updated Section 2 with new contact information
- 4) Updated Section 7 Table 2 with new agency codes
- 5) Updated version references throughout document to Rev A 1.1

2 DOCUMENT CONTROL

All suggested additions, changes, and deletions should be submitted to:

Tyler Patterson
c/o WSDOT
401 2nd Ave S. #300
Seattle, WA 98104
Phone: (206) 716-1134

Email: PatterT@wsdot.wa.gov

Archival of this document will be at:

WSDOT
401 2nd Ave S. #300
Seattle, WA 98104

Any requests for changes, modifications, corrections, etc. will be logged, and then forwarded to the WRTO/CTOC members for comment before incorporation into this Specification. No additions, modifications or deletions shall be valid and effective unless and until the same have been agreed to by the WRTO/CTOC members.

3 PURPOSE

This document will describe and define the details of file exchanges, settlements, and other elements necessary for interoperability pursuant to the peer-to-peer agreements between Western Region agencies.

DRAFT

4 GOAL

The members of the Western Region Toll Operators and the California Toll Operators Committee acknowledge that one of their goals is to offer interoperability to their customers including the ability to offer a single account statement to each customer setting forth their transaction activities on all participating facilities. In addition, and in accordance with California Streets and Highways Code, Section 27565, the CTOC agencies will ensure that, for purposes of toll collection, the vehicle owner shall not be required to purchase or install more than one transponder device to use on all participating toll facilities.

Acquiring Agency	The owner/operator of the facilities at which a transaction occurred.
AVI	Automatic Vehicle Identification
CHP	California Highway Patrol – State law enforcement agency charged with enforcing the California Vehicle Code.
Facility Code	A number within a range of numbers assigned by CALTRANS to the Issuing Agency, which is programmed into the transponder for automatic identification purposes.
Issuing Agency	The entity that establishes the account and issues the transponders.
Lane Controller	Device which records data read from a transponder by overhead antennas, reads light curtains to provide for vehicle separation, treadles to determine axle count, and can control gates or barriers if the proper toll is paid via AVI or deposit of coins.
Plate	License plate of a vehicle; captured by violation enforcement system (VES) if present.
Reciprocating Agency	Any agency with which the Issuing Agency has a User Fee Processing Agreement.
Tag ID	A number ranging from 0 to 1023 associated with a single facility code that further uniquely identifies a transponder. For example, a facility code of 132196 would have 1024 tag ids associated with it.
Tag Type	A number within a range that identifies the type of transponder.
Transponder (tag)	Device to allow for automatic transaction identification, works by means of radio signal activation and returns the information programmed into it.
VES	Violation Enforcement System: for facilities with video enforcement, this would consist of high speed and video cameras to capture potential violator's license plate for further identification and forwarding to a Violation Processing System. For facilities without video enforcement, this might consist of visual enforcement by the CHP or other designated agency.

5 BUSINESS RULES

- 1) Identification of Issuing Agency - The Facility Code on the tag will identify the Issuing Agency (holder of the account). This requirement ensures that tags cannot be transferred from one agency to another.
- 2) Guarantee of payment for valid tags - The Issuing Agency will honor all transactions on transponders that were deemed "valid" in the Tag Status File, as sent to the Acquiring Agency for the date associated with each toll event. The Acquiring Agency has the responsibility to validate such transactions.
- 3) Guarantee of payment for valid plates - The Issuing Agency will honor all transactions on license plates deemed "valid" in the License Plate File, as sent to the Acquiring Agency for the date associated with each trip. The Acquiring Agency has the responsibility to validate these transactions against the latest plate status file received from the Issuing Agency. Due to the nature of plate based trips, trips may be finalized by the Acquiring Agency a few days after the actual transaction day. The Issuing Agency, up to a minimum of 90-days from the date of the transaction, shall make a best effort to post the trip to the account the license plate was registered to at the time of transaction. If the account balance is negative at the time of posting, the Issuing Agency would reject such transactions. Upon receipt of the rejection record of the PBP transaction, the Acquiring Agency may treat the trip as a violation.
- 4) Tag and Plate transactions are to be processed according to their status at the time of the transaction in the toll lane.
- 5) By convention all agencies accept that the reconciled toll charges will be available by 8:00 a.m. the following business day after processing with all reconciliation completed no longer than 14 calendar days after receipt. If reconciliation for a particular file is not received within 14 calendar days, the Issuing Agency shall honor all transactions within the original subject file.
- 6) The suggested time for the completion of the upload of all tag status (and plate status) files needed by an entity is set at 1:00 a.m.; the suggested time the lanes should be updated (with the tag status files) is no later than 5:00 a.m. This is to allow time for the loading of tag lists into lane controllers. This is a guideline. Some agencies may be able to load the tag lists to their lane controllers sooner. If a tag status (and/or plate status) file has not been received from an Issuing Agency, then the Receiving Agency should send an e-mail notification, by 10 a.m. of the same business day (or the next business day in the case of weekends and holidays), of non-receipt of the file(s). If a file (or files) is received past the recommended deadline, the receiving agency should make a best-effort to use the file(s) received.
- 7) Initialization files will be sent at least on a weekly basis on Saturdays at 1:00 a.m. for the plate and tag files.

6 TECHNICAL SPECIFICATIONS

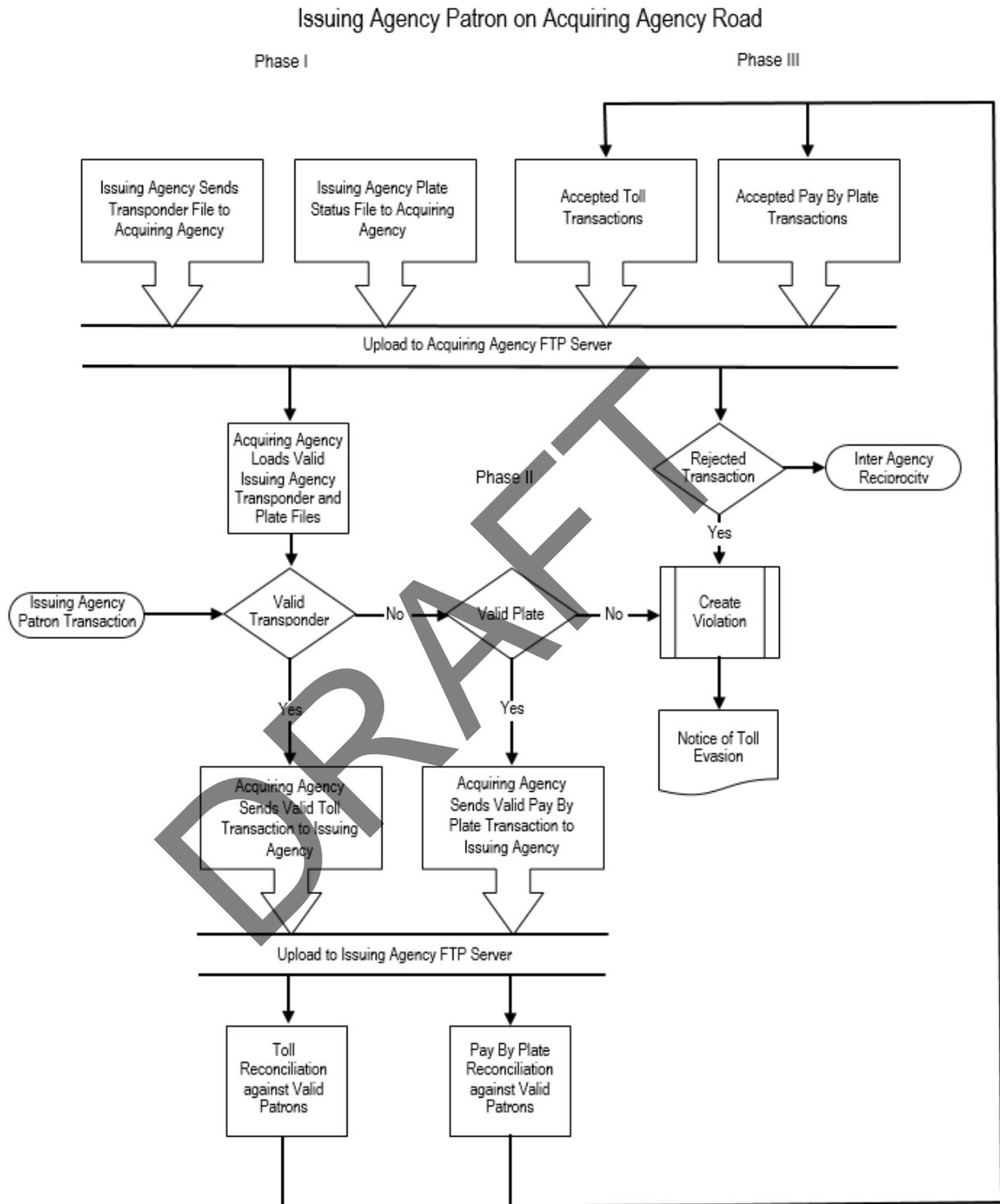
6.1 File Exchange Methodology

Currently the file transfer mechanism utilizes the ftp (file transfer) protocol over the Internet to exchange the data files to/from each agency's ftp server. The transfer files are created with an agency's proprietary software, but the files conform to the formats described in this document. The files are generated in an ASCII format, and then the sending agency encrypts the file using PGP (pretty good privacy) encryption tools, and the receiving agency's public key. This also has the effect of compressing the data. The sending agency then utilizes the ftp protocol to send the encrypted files to the receiving agency's ftp server. The receiving agency possesses its private key and can therefore decrypt the received files. After decryption, the receiving agency processes the data with their own proprietary software.

Requirements

- Each agency must have a publicly accessible ftp server, with or without a DNS entry on the Internet. An ftp exchange can be accomplished with only the IP address.
- The receiving agency will provide a special account and password to each agency that will transmit files to it. This is to prevent anonymous users from accessing the ftp site.
- Each agency shall install a PGP encryption package suitable for the platform they run on.
- Files will be encrypted before transmission to ensure the confidential data does not fall into unauthorized hands.

6.2 Process Flow Diagram (Example)



Phase I – Occurs nightly before major traffic flow.
 Phase II – occurs during the day while transactions are being logged by the Toll System.
 Phase III – occurs early the next day before major traffic flow.

7 FILE NAMING CONVENTIONS

The file names (and extensions) are designed to be able to tell, at a glance, the information contained in the file, its source and its destination. All file names and extensions shall use lowercase characters.

The file extensions shall define the type of information contained in the file and shall be as shown in Table 1.

Table 1 - File Extensions

File Description	File Extension	Originate/Response
Tag Status File	tag	Originate
License Plate Status File	plt	Originate
Toll Charges File	tol	Originate
Pay by Plate File	pbp	Originate
Reconciled Toll Charges File	trc	Response
Reconciled Pay by Plate File	prc	Response

File names shall use two distinct formats depending on whether the file is an Originate file or a Response file.

Originate file names shall have the format:

aabb_yyyymmdd_hhmmss.xxx

Where the fields are defined as follows:

FILE NAMING CONVENTION:

aa bb _ yyyymmdd _ hhmmss .xxx

1

2

3

4

5

FIELD EXPLANATIONS:

- 1 Agency code of file creator (see Table 2)
- 2 Agency code of file recipient (see Table 2)
- 3 Creation date of file
- 4 Creation time of file
- 5 File extension (see Table 1)
- ◆ Underscore delimiter

Table 2 - Agency Codes

Agency Name	Agency Code
BATA/CALTRANS (ATCAS)	at
SANDAG (I-15)	sd
SR-91	sr
TCA	tc
CTV	cv
LA Metro	la
RCTC (I-15)	rc
OCTA (I-405)	oc
All agencies	xx

Response file names shall have the format:

aa_bb_YYYYMMDD_hhmmss_ee_ff_YYYYMMDD_hhmmss.xxx

Where the fields are defined as follows:

FILE NAMING CONVENTION:



FIELD EXPLANATIONS:

- 1 Agency code of response file creator (see Table 2)
- 2 Agency code of response file recipient (see Table 2)
- 3 Creation date of the response file
- 4 Creation time of the response file
- 5 Agency code of originate file creator (see Table 2)
- 6 Agency code of originate file recipient (see Table 2)
- 7 Creation date of the originate file
- 8 Creation time of the originate file
- 9 File extension (see Table 1)
- Underscore delimiter

The format of the Response file name is such that one can tell, at a glance, not only the creator of the Response file, but also the Originate file to which this file is a response.

8 CALIFORNIA’S DEFINITION FOR TITLE 21’S 32-BIT TRANSPONDER ID NUMBER FIELD¹

In the State of California, the 32-bit Transponder ID Number Field specified in the Title 21 standard has been further subdivided into three data fields to represent Tag Type, Facility Code, and Internal Tag ID. These fields are currently defined as follows:

32-Bit Transponder ID Number Field		
<i>Tag Type</i>	<i>Facility Code</i>	<i>Internal Tag ID</i>
4 Bits	18 Bits	10 Bits
16 Possibilities	262,144 Possibilities	1,024 Possibilities
Most Significant Bit		Least Significant Bit

8.1 Tag Type

A 4-bit field currently established to uniquely differentiate California’s transponder from transponders that originate from agencies external to the state. In the future, the unassigned bits could be used to recommend a unique North American agency numbering scheme, or to further describe the operational behavior of the transponder. The 4-bit field is defined in decimal notation as follows:

- 0- California SOV.
- 2- Existing Out of State
- 4- California HOV2
- 8- California HOV3+
- 1, 3, 9-15 - Unassigned. Available for a future use.

8.2 Facility Code

An 18-bit field used to identify the facility or entity conducting business. Facility Code ranges are assigned based upon the number of transponders that are projected to be utilized. The 18-bit field is defined in decimal notation as shown in the two tables below. Table 1 is for non-switchable transponder tags and Table 2 is for switchable transponder tags:

¹ California Department of Transportation, Ver 31, April 20, 2016
 REV. A 1.1 November 1, 2019

Table 1

Non-Switchable Transponder Tags Facility Codes (Tag Type 0)		
Agency	Facility Codes Assigned	No. of Transponders
State of California	0 – 75,000	76,801,024
Facility Codes 75,001 thru 125,000 are reserved for Switchable Transponder Tags. See Table 2 below		
Sacramento County Dept. of Airports	125,001 – 125,020	20,480
TCA	129,314 – 132,094	2,847,744
SR-91	132,096 – 132,990	916,480
SANDAG I-15	132,992 – 133,001	10,240
Golden Gate Bridge	133,015 – 133,407	402,432
SANDAG/SBX	134,583 – 134,876	301,056
Port of Oakland	140,000 – 140,001	2,048
LA World Airports	141,000 – 141,052	54,272
BATA	145,000 – 148,928	4,023,296
SENTRI	184,876 – 185,022	150,528
TCA (Multiprotocol Tags)	186,000 – 186,600	615,424
SANDAG I-15	258,960 – 259,100	144,384
Caltrans ATCAS	260,096 – 262,136	2,089,948

Table 2

Switchable Transponder Tags Facility Codes (Tag Type 0, 4, 8) ²		
Agency	Facility Codes Assigned	No. of Transponders
LA MTA	75,001 – 76,955	2,001,920
TCA	80,000 – 80,978	1,002,496
SR-91	81,000 – 81,366	375,808
SANDAG/SBX	83,000 – 83,009	10,240
BATA	90,000 – 93,907	4,001,792
TCA	100,000-100,150	154,624

Note: Switchable Transponder Tags have Facility Codes ranging from 75,001 to 125,000

8.3 Internal Tag ID

A 10-bit field used to refer to the unique identification numbers that belongs to an assigned Facility Code. For each Facility Code, a block of 1,024 Internal Tag IDs will be

² Switchable transponders have Facility Code range from 75,001 to 125,000

assigned within the Transponder ID Number Field. Assignment of the Internal Tag IDs is the responsibility of the Facility Code Agency.

8.4 Title 21 Agencies Out-Of-State

Since the Title 21 standard is an open specification there are other agencies outside of California that can also use interoperable transponders. These external agencies could inadvertently duplicate California's transponder ID number field assignments and render them non-unique.

Following is a listing of out-of-state Title 21 agencies that have contacted the California Department of Transportation to participate in California's unique definition for the 32-bit Transponder ID Number field. Please note that this listing does not ensure that the assignments are unique as they may have been duplicated by another agency outside of California.

32-bit Transponder ID Number Field Definition for Title 21 Agencies Out-of-State			
Agency	Tag Type	Facility Codes Assigned	No. of Transponders
Colorado E-470 Public Highway Authority	2	0 – 9,766	10,001,408
Denver International Airport	2	10,000 – 10,029	30,720
Golden Ears Bridge, Vancouver, Canada	2	15,000 – 16,000	1,025,024

9 GENERAL FILE FORMAT RULES

The following rules apply to all files used in interoperability:

1. All files will be in ASCII format.
2. All files will use the comma “,” as the field delimiter.
3. All files will use the line feed “LF” (hex 0A) as the record delimiter.
4. Each file will contain:
 - a. A header record
 - b. Detail records
 - c. A trailer record
5. All numeric fields will be fixed size and with leading zeros.
6. All date fields will be delimited with a forward slash “/”.
7. All time fields will be delimited with a colon “:”.
8. The Plaza/Lane combination will be pre-defined for validation and printing on patron statements (see Appendix A for Plaza/Lane designations).
9. Date fields will have the following format: MM/DD/YYYY
10. Time fields will have the following format: HH:MM:SS
11. The BUSINESS DAY field will be implemented by each agency according to that agencies' own requirements.
12. For files that are exchanged under a comprehensive/differential update, the comprehensive update will occur on Saturday morning at 1:00 a.m. of any given

- week, and the differentials will take place on the remaining days of the week.
13. By mutual consent, file transfer times can be adjusted.
 14. Processing and file transfer take place 365/366 days per year.
 15. a) Transaction Number and Date must be a unique combination.
b) Tag#, Plaza, Lane, Date, and Time must be a unique combination for tolls.
c) Plate#, Plaza, Lane, Date, and Time must be a unique combination for pay-by-plates.
d) Also, the transaction number cannot be 0.
 16. A unique sequence numbering scheme is required for each .plt, .pbp, .tol, .tag file going to each agency. For example, when TCA is sending files to SR-91, the .tol files, the .plt files, the .tag files, and the .pbp files would be numbered 1,2,3, etc. in sequence, within each file type. So, you would have a .tol with a sequence of #1, a .plt with a sequence # of 1, etc. This would be repeated for TCA sending to CALTRANS, TCA sending to Golden Gate Bridge, and TCA sending to SANDAG. So, you would have 4 sets (one set for each receiving agency) of 4 unique sequence numbers for outgoing files. You would also have to track the sae information for incoming files from each agency. This would bring the total to 32 unique sequences (4 agencies times 4 file types times 2 – incoming and outgoing). If the systems are designed to incorporate CTV now, then the number goes to 40 (4 more outgoing and 4 more incoming). An e-mail should be sent to the sending agency by the receiving agency, by 10a.m., when a file is detected as missing. This will probably occur on the day the NEXT file is received (sequence #1 is received on Monday, then sequence #3 is received on Wednesday – you can conclude that sequence #2 was missed and report it on Wednesday. You can't report it on Tuesday because if you haven't received anything, you don't know if it has been missed.)

9.1 Toll Charges Processing

9.1.1 Narrative

Interoperability requires that certain static information be exchanged by the Issuing and Acquiring agencies on a daily basis. Each agency integrates the information from the other agency's *Tag Status File* into their own lane controllers at the beginning of each day, prior to any significant traffic flow on their own facility. This allows the lane controllers to differentiate between Valid and Invalid transponders. Each agency can then take such action, based on their own requirements, to handle invalid transponders, such as taking violation photographs of the issuing patron's license plates, thereby reducing the load on the Acquiring Agency's image processing center.

Note: Agencies agree by convention not to send transponder or plate information for their own designated non-revenue account holders (accounts setup for maintenance trucks, agency employees, and other such entities that have the privilege of using that agency's toll facility free of charge).

The transponder data is also stored in an electronic database and is deemed to be a valid and definitive record of the Issuing Agency's active customer transponder list until a subsequent file is received from the Issuing Agency. At the end of the Acquiring Agency's processing day, the trips that were recorded by its system are compared to

the list of active transponders from the Issuing Agency. Those trips that have a transponder identified with them and whose transponder number matches a number on the Issuing Agency's most recent list are segregated and assembled into an electronic file. This is transmitted to the Issuing Agency as described under the *Technical Specifications* section.

The Issuing Agency, upon receipt of the Acquiring Agency's *Toll Charges File*, integrates it into their database so that their own patrons can be charged for the trip the patron took on the Acquiring Agency's facility. At an agreed upon time interval, the Acquiring Agency totals the trips taken by issuing agency patrons and invoices the Issuing Agency for the aggregate total of those trips. Pursuant to the User Fee Processing Agreement, the Issuing Agency guarantees payment of transactions recorded by the Acquiring Agency of issuing agency transponders until a new transponder list is received from the Issuing Agency. Therefore, there should be no transactions that would be rejected by the Issuing Agency that were sent by the Acquiring Agency.

After a Toll Charges file is processed by the Issuing Agency, the Issuing Agency will create a *Reconciled Toll Charges File* and send it to the Acquiring Agency. This file will contain a detail record for each and every transaction received by the Issuing Agency from the Acquiring Agency in the corresponding Toll Charges file.

9.2 Toll Charges File

9.2.1 Toll Charges Header Record Format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	#HEADER	7	Indicates this is a header record (#HEADER)
2	FILE TYPE	TOLL	4	Indicates this is a toll charges file (TOLL)
3	SEQUENCE #	Integer	6	Sequence # generated by sending agency, has matching entry in the trailer record
4	BUSINESS DAY	Date	10	Business day
5	SOURCE	Alpha	2	Two letter code of source entity
6	DESTINATION	Alpha	2	Two letter code of destination entity
7	CREATE DATE	Date	10	Transmission file create day
8	CREATE TIME	Time	8	Transmission file create time in 24 hr. clock
9	VERSION	Alpha	10	"Rev. A. 1.1", right justified, space filled to the left.

9.2.2 Toll Charges Detail Record Format

Field #	Field Name	Field Type	Length	Notes
1	TAG ID	Hex	10	Tag ID in hex format, right justified, space filled to the left. The first three characters will be blank for Title-21 tags. The first three characters will be the Agency Code for 6C tags. Two character Agency codes will include a leading zero.
2	TRAN #	Integer	10	Transaction # generated by sending agency
3	TRAN AMOUNT	Money	8	Amount charged for transaction
4	ENTRY TRAN DATE	Date	10	Transaction date – Entry, Space Filled
5	ENTRY TRAN TIME	Time	8	Transaction time in 24-hour format – Entry, Space Filled
6	ENTRY_PLAZA	Integer	4	Location/Plaza Site – Entry
7	ENTRY_LANE	Integer	2	Lane identifier – Entry
8	EXIT TRAN DATE	Date	10	Transaction date – Exit
9	EXIT TRAN TIME	Time	8	Transaction time in 24-hour format – Exit
10	EXIT_PLAZA	Integer	4	Location/Plaza Site – Exit
11	EXIT_LANE	Integer	2	Lane identifier – Exit
12	AXLE COUNT	Integer	2	Number of Axles – if Toll is based on axle based classification (Default Value = 0 for Agencies that do not use Axle Based classification). Space Filled.
13	OCCUPANCY	Integer	1	Occupancy if Toll is based on Occupancy – (Values 0 – NA (default); 1 – SOV; 2 – HOV2; 3 – HOV3+; 4 Carpool; 5, 6, 7 – reserved for future use). Default Value = 0 for Agencies that do not use Occupancy to determine Tolls.
14	PROTOCOL TYPE	Integer	1	Tag Protocol Type (Values 0 – Title 21; 1 – 6C)
15	VEHICLE TYPE	Integer	1	Vehicle – (Values 0 – NA (default); 1 - Clean Air Vehicle)

9.2.3 Toll Charges Trailer Record Format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	#TRAILER	8	Trailer record indicator
2	SEQUENCE #	Integer	6	Sequence # matching entry in header
3	BUSINESS DATE	Date	10	Business day
4	RECORD COUNT	Integer	6	Number of detail records
5	TRAN SUM	Money	10	Total amount of all transactions in file

9.2.4 Toll Charges Sample File

```
#HEADER, TOLL, 000123, 06/23/2017, SR, TC, 06/24/2017, 02:02:19, REVA.1.1
081000FA, 0000403986, 00000.25, , , , 06/23/2017, 20:14:50, 4001, 03, 0, 0, 0, 0
810012C, 0004279389, 00001.00, 06/22/2017, 11:09:20, 1163, 03, 06/22/2017, 11:09:25, 4002, 03, 2, 0, 0, 0
810012E, 0004310216, 00001.00, 06/23/2017, 06:43:09, 1162, 03, 06/23/2017, 06:43:12, 1172, 99, 2, 3, 0, 1,
06B0000011, 0004821234, 00001.00, 06/23/1997, 16:23:12, 1162, 03, 06/23/1997, 16:24:22, 1172, 99, 2, 3, 1, 1
#TRAILER, 000123, 06/23/2017, 00000, 0000003.25
```

Note: The different trips in the file are included not to describe the SR-91 Tolling transactions, but merely to show the different types of trips that different agencies may include in their Toll Charges Files. The PlazalDs shown in the file are fictitious. The different types of transactions are referenced in the Business Rules Section (Section 8.2.5). Please review the description of the transaction types in the Business Rules section below.

- The first transaction is Type A
- The second transaction is Type B.

9.2.5 Business Rules

Tolls are usually based on location (Plaza and Lane). Transactions or trips can be classified into the following based on how each agency classifies them based on locations.

- A. (Transaction Type A) - Barrier based tolls – tolls charged at a single point of passage. (Golden Gate Bridge and the Bay Area Bridges are examples of such toll structure). For such trips, there is only one Plaza/Lane.

For such trips the following fields will be left blank:

- ENTRY_TRAN DATE
- ENTRY_TRAN TIME
- ENTRY_PLAZA
- ENTRY_LANE

The Plaza/Lane and transaction time will be reflected in the following fields.

- EXIT_TRAN DATE
- EXIT_TRAN TIME
- EXIT_PLAZA
- EXIT_LANE

- B. (Transaction Type B) Distance based tolls – tolls charged based on distance and usually based on where the vehicle entered the toll facility and where it exited from. In some cases, tolls are determined based on which zone a vehicle entered and the zone it exited from. (SANDAG I-15 and SBX Toll Facilities; LA Metro HOT Lane project falls into this category).

For such trips the Entry and Exit Plaza/Lane/Time Information is usually available and will be populated in the transaction record in the following fields:

- ENTRY_TRAN DATE
- ENTRY_TRAN TIME
- ENTRY_PLAZA
- ENTRY_LANE
- EXIT_TRAN DATE
- EXIT_TRAN TIME
- EXIT_PLAZA
- EXIT_LANE

9.3 Reconciled Toll Charges File

9.3.1 Reconciled Toll Charges Header Record Format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	#HEADER	7	Indicates this is a header record (#HEADER)
2	FILE TYPE	RECONCILE	9	Indicates this is a reconciled toll charges file (RECONCILE)
3	SEQUENCE #	Integer	6	Sequence # from the originating toll charges file, duplicated in trailer record
4	BUSINESS DATE	Date	10	Business day
5	SOURCE	Alpha	2	Two letter code of source entity
6	DESTINATION	Alpha	2	Two letter code of destination entity
7	CREATE DATE	Date	10	Transmission file create day
8	CREATE TIME	Time	8	Transmission file create time in 24 hr. clock
9	VERSION	Alpha	10	"REV A 1.1", right justified, space filled to the left.

9.3.2 Reconciled Toll Charges Detail Record Format

Field #	Field Name	Field Type	Length	Notes
1	TAG ID	Hex	10	Same as what is in the Toll Charges File
2	TRAN #	Integer	10	Same as what is in the Toll Charges File
3	TRAN AMOUNT	Money	8	Same as what is in the Toll Charges File
4	ENTRY TRAN DATE	Date	10	Same as what is in the Toll Charges File
5	ENTRY TRAN TIME	Time	8	Same as what is in the Toll Charges File
6	ENTRY_PLAZA	Integer	4	Same as what is in the Toll Charges File
7	ENTRY_LANE	Integer	2	Same as what is in the Toll Charges File
8	EXIT TRAN DATE	Date	10	Same as what is in the Toll Charges File
9	EXIT TRAN TIME	Time	8	Same as what is in the Toll Charges File
10	EXIT_PLAZA	Integer	4	Same as what is in the Toll Charges File
11	EXIT_LANE	Integer	2	Same as what is in the Toll Charges File
12	AXLE COUNT	Integer	2	Same as what is in the Toll Charges File
13	Occupancy	Integer	1	Same as what is in the Toll Charges File
14	PROTOCOL TYPE	Integer	1	Same as what is in the Toll Charges File
15	POST AMT	Money	8	Amount Posted by Issuing Agency
16	RESPONSE CODE	Alpha	1	A – Accepted O – Over 30 days old D – Duplicate F – Invalid format (does not conform to WRTO/CTOC format) I – Invalid (not found in tag file, etc.) Note: Only A indicates Paid. All other codes are reasons for rejection.

9.3.3 Reconciled Toll Charges Trailer Record Format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	#TRAILER	8	Trailer record indicator (#TRAILER)
2	SEQUENCE #	Integer	6	Sequence # matching entry in header
3	BUSINESS DATE	Date	10	Business day
4	DETAIL COUNT	Integer	6	Total count of all detail records
5	DETAIL AMOUNT	Money	10	Total amount of all detail records
6	ACCEPTED CNT	Integer	6	Count of accepted detail records
7	ACCEPTED SUM	Money	10	Total amount of accepted detail records

9.3.4 Reconciled Toll Charges Sample File

```
#HEADER,RECONCILE,000123,06/24/2017,TC,SR,06/25/2017,03:02:19, REVA.1.1
081000FA,0000403986,00000.25, , , ,06/23/2017,20:14:50,4001,03,0,0,0, ,I
810012C,0004279389,00001.00,06/22/2017,11:09:20,1163,03,06/22/2017,11:09:25,4002,03,2,0,0,00001.00,A
810012E,0004310216,00001.00,06/23/2017,06:43:09,1162,03,06/23/2017,06:43:12,1172,99,2,3,1,00001.00,A
06B0000011,0004821234,00001.00,06/23/1997,16:23:12,1162,03,06/23/1997,16:24:22,1172,99, 2,3,1,00001.00,A
#TRAILER,000123,06/24/2017,000003,0000027.15,000002,0000026.90
```

9.4 Tag Status File

9.4.1 Tag Status Header Record Format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	#HEADER	7	Indicates this is a header record (#HEADER)
2	FILE TYPE	TAGS	4	Indicates this is a tag status file (TAGS)
3	ACTION CODE	Alpha	4	Update code: INIT – means an initial load (always)
4	SEQUENCE #	Integer	6	Sequence # generated by sending agency, has matching entry in the trailer record
5	BUSINESS DATE	Date	10	Business Day
6	SOURCE	Alpha	2	Two letter code of source entity
7	DESTINATION	Alpha	2	Two letter code of destination entity
8	CREATE DATE	Date	10	Transmission file create day
9	CREATE TIME	Time	8	Transmission file create time in 24 hr. clock
10	VERSION	Alpha	10	"REVA 1.1", right justified, space filled to the left.

9.4.2 Tag Status Detail Record Format

Field #	Field Name	Field Type	Length	Notes
1	TAG ID	Hex	10	Tag ID in hex format, right justified, space filled to the left. The first three characters will be blank for Title-21 tags. The first three characters will be the Agency Code for 6C tags. Two character Agency codes will include a leading zero.
2	ACCOUNT ID	Numeric	10	Unique Identifier for Account to which the tag is assigned, right justified, space filled to the left.
3	ACTION CODE	Alpha	1	A – Add tag as valid (all “A” for INIT load)
4	TAG TYPE	Alpha	1	Tag Type: N – Non-revenue (universal to all entities) V – Valid I – Invalid
5	SUBTYPE - A	Alpha	1	First info field: H – Switchable HOV tag. Agencies issuing switchable tags must include this indicator in tag status file. Receiving agency may use this info at their discretion. N – No information See Appendix C for subtypes used by local agencies for regional use
6	SUBTYPE - B	Alpha	1	Second info field N – No information C – Clean Air Vehicle X – TBD Y – TBD Z – TBD See Appendix C for subtypes used by local agencies for regional use
7	SUBTYPE - C	Alpha	1	Third info field N – No information See Appendix C for subtypes used by local agencies for regional use
8	PROTOCOL TYPE	Integer	1	Tag Protocol Type (Values 0 – Title 21; 1 – 6C)

9.4.3 Tag Status Trailer Record Format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	#TRAILER	8	Trailer record indicator (#TRAILER)
2	SEQUENCE #	Integer	6	Sequence # matching entry in header
3	BUSINESS DATE	Date	10	Business day
4	DETAIL COUNT	Integer	8	Total count of all detail records

9.4.4 Tag Status Sample File

```
#HEADER, TAGS, INIT, 000123, 06/23/2017, SR, TC, 06/23/2017, 02:02:19, REVA.1.1
081000FA, 2010000, A, N, N, N, N, 0
810012C, 2010001, A, V, N, N, N, 0
810012D, 2010002, A, I, N, N, N, 0
06B0000011, 2010003, A, V, N, N, N, 1

#TRAILER, 000123, 06/23/2017, 00000003
```

9.5 Pay by Plate Processing

9.5.1 Narrative

The individual agencies may require a patron (according to each agency’s policies) to supply a description of the vehicles the patron intends to use on the agency’s facility,

along with the license plate number. The purpose of this is to allow the Issuing Agency to identify the patron via the Acquiring Agency's video enforcement system should the patron's transponder not register with the Automatic Vehicle Identification equipment of the Acquiring Agency. In this way, the patron can be positively identified and the toll properly credited to the patron's account. If the license plate is not identified in the Acquiring Agency's license plate list, it is forwarded to DMV for further identification. The name and address returned by the DMV is used to send a notice of toll evasion or a payment request to the registered owner of the vehicle. However, some of the license plates recorded by the Acquiring Agency's video enforcement system may be license plates of reciprocating agency patrons. If the Acquiring Agency possesses a license plate list of the Issuing Agency's active patrons, the Acquiring Agency can use this list to extract the toll information and forward it to the Issuing Agency for recording those trips taken on the Acquiring Agency's Toll Facility by the Issuing Agency's patrons. The Acquiring Agency shall then invoice the Issuing Agency for the aggregate toll for the agreed upon time period of these license plate reads.

The initial exchange of license plate information provides for a complete transfer of active customer's license plate information from the Issuing Agency to the Reciprocating Agencies using the *License Plate Status File*. This initial data contains the license plate, license state and the effective date of the license plate only. The Reciprocating Agency stores this in their database. Subsequent exchanges of license plate data will be Full (*Init*) or Updates (*Diff*) depending on the delivery date. If this data is received by the Reciprocating Agency from the Issuing Agency, the code tells what action the Reciprocating Agency should take with respect to the license plate data the Reciprocating Agency has on file. If the code tells the Reciprocating Agency that the license plate is no longer valid, the date that accompanies the information is considered an end effective date, and subsequent violations by a vehicle with that license plate are no longer forwarded to the Issuing Agency, but routed to the normal violation enforcement system.

Should the owner of the vehicle again become a patron of the Issuing Agency, another record will be received by the Reciprocating Agency with the license plate, a re-activation code and a date. The Reciprocating Agency shall interpret the date as a new start effective date, and would remove any reference to an end effective date. Subsequent plate reads by the Reciprocating Agency shall therefore properly identify the vehicle as belonging to a customer of the Issuing Agency, and the toll information will be extracted, formatted and forwarded to the Issuing Agency as described in these *Technical Specifications*. As with the Transponder status data, the plate data received by the Reciprocating Agency from the Issuing Agency is considered valid and binding until a subsequent transmission is received from the Issuing Agency.

When receiving a plate file (Init or Diff), a sweep should be made of all violations currently being processed to check for updated plate information that might identify a toll agency patron. If a violation is identified as belonging to a toll agency patron, and the violation trip has not been issued a Notice of Toll Evasion, then the violation should be forwarded to the appropriate toll agency using the next available .pbp file. If the violation trip has been escalated to a Notice of Toll Evasion, or higher, it is up to the Acquiring Agency to determine whether to process the trip as a violation or to process it as a PBP trip. (Note:

there is no provision at this time in the WRTO/CTOC Agreements to allow for Issuing Agency to assess an additional PBP fee to recover any violation processing costs incurred by the Acquiring Agency - such as image review, postage to mail the notices, DMV Hold Costs, etc.)

Pay-By-Plate Files (.pbp) should be sent on a daily basis, when transactions are available. At a minimum, Pay-By-Plate Files (.pbp) shall be sent at least every 14 calendar days.

Note: Agencies agree by convention not to send plate information for their own designated non-revenue account holders.

9.6 Pay By Plate File

9.6.1 Pay by Plate Header Record Format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	#HEADER	7	Indicates this is a header record (#HEADER)
2	FILE TYPE	PAYBYPLATE	10	Indicates this is a pay by plate file (PAYBYPLATE)
3	SEQUENCE #	Integer	6	Sequence # generated by sending agency, has matching entry in the trailer record
4	BUSINESS DATE	Date	10	Business day
5	SOURCE	Alpha	2	Two letter code of source entity
6	DESTINATION	Alpha	2	Two letter code of destination entity
7	CREATE DATE	Date	10	Transmission file create day
8	CREATE TIME	Time	8	Transmission file create time in 24 hr. clock
9	VERSION	Alpha	10	"REV A 1.1", right justified, space filled to the left.

9.6.2 Pay by Plate Detail Record Format

Field #	Field Name	Field Type	Length	Notes
1	LICENSE PLATE	Alphanumeric	10	License plate of patron (left justified with trailing spaces)
2	TRAN #	Numeric	10	Transaction #
3	STATE	Alpha	2	State code
4	TRAN AMT	Money	8	Amount charged
5	ENTRY TRAN DATE	Date	10	Transaction date – Entry
6	ENTRY TRAN TIME	Time	8	Transaction time - Entry
7	ENTRY PLAZA	Alpha	4	Location/Plaza site - Entry
8	ENTRY LANE	Alpha	2	Lane identifier – Entry
9	EXIT TRAN DATE	Date	10	Transaction date – Exit
10	EXIT TRAN TIME	Time	8	Transaction time - Exit
11	EXIT PLAZA	Alpha	4	Location/Plaza site - Exit
12	EXIT LANE	Alpha	2	Lane identifier – Exit
13	AXLE COUNT	Integer	2	Axle Count
14	VEHICLE TYPE	Integer	1	Vehicle – (Values 0 – NA (default); 1 - Clean Air Vehicle, 2, 3, 4, - reserved for future use)

9.6.3 Pay byPlate Trailer Record Format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	#TRAILER	8	Trailer record indicator (#TRAILER)
2	SEQUENCE #	Integer	6	Sequence # matching entry in header
3	BUSINESS DATE	Date	10	Business day
4	DETAIL CNT	Integer	6	Total count of all detail records
5	DETAIL SUM	Money	10	Total amount of detail records

9.6.4 Pay by Plate Sample File

#HEADER,PAYBYPLATE,000123,06/23/2017,TC,SR,06/23/2017,02:02:19, 7REVA.1.1
1ABC234 ,0000403986,CA,00000.25,06/23/2017,20:14:50,2216,02,06/23/2017,20:14:55,4002,02,2,0
#TRAILER,000123,06/23/2017,000001,0000000.25

9.6.5 Business Rules

Refer to Section 8.2.5 for the Business Rules on how the Entry and Exit Information is populated based on the various trip types.

9.7 License Plate Status File

9.7.1 Plate Status Header Record Format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	#HEADER	7	Indicates this is a header record (#HEADER)
2	FILE TYPE	PLATES	6	Indicates this is a patron plate update file (PLATES)
3	UPDATE CODE	Alpha	4	Update code: INIT – means and initial load DIFF – means a differential update
4	SEQUENCE #	Integer	6	Sequence # generated by sending agency, has matching entry in the trailer record
5	SOURCE	Alpha	2	Two letter code of source entity
6	DESTINATION	Alpha	2	Two letter code of destination entity
7	CREATE DATE	Date	10	Transmission file create day
8	CREATE TIME	Time	8	Transmission file create time in 24 hr. clock
9	VERSION	Alpha	10	"REV A 1.1", right justified, space filled to the left.

9.7.2 Plate Status Detail Record Format

Field #	Field Name	Field Type	Length	Notes
1	ACCOUNT ID	Numeric	10	Unique Identifier for Account to which the plate is assigned, right justified, space filled to the left
2	LICENSE PLATE	Alphanumeric	10	License plate of patron (left justified, space filled to right). Format conforming to DMV Parking Manual
3	STATE	Alpha	2	License state of patron
4	ACTION CODE	Alpha	1	A – Plate Active at the time of this File for the effective date range specified. (INIT file will only have A Records) D – Delete License Plate. Was entered incorrectly or Account Balance has become Negative. This ACTION CODE can be found only in Differential Files.
5	EFFECTIVE START DATE	Date	10	Effective start date of this plate
6	EFFECTIVE END DATE	Date	10	Effective end date of this plate (blank if this plate is still valid)
7	PLATE TYPE	Alpha	1	N – Plate assigned to Universal Non-revenue account (universal to all entities) R – Plate assigned to Revenue Account
8	SUBTYPE	Alpha	1	N – No information C – Clean air vehicle X – TBD Y – TBD Z – TBD

9.7.3 Plate Status Trailer Record Format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	#TRAILER	8	Trailer record indicator (#TRAILER)
2	SEQUENCE #	Integer	6	Sequence # matching entry in header
3	BUSINESS DATE	Date	10	Business day
4	DETAIL COUNT	Integer	8	Total count of all detail records

9.7.4 Plate Status Sample File

```
#HEADER,PLATES,DIFF,000123,SR,TC,04/23/2017,02:02:19, REVA.1.1
11317432,1ABC234,CA,A,04/22/2017,R,N
11317334,1ABC236,CA,D,04/16/2000,04/22/2016,R,C
#TRAILER,000123,0/23/2017,00000002
```

9.7.5 Business Rules

The following business rules apply to the Plate Status file created by the Issuing Agency.

- Only License Plates belonging to Transponder based accounts are included in the Plate Status File. License Plates belonging to a Plate based account are not included in this file.
- License Plates belonging to designated Non-Revenue Accounts are not included in the Plate Status files (accounts belonging to maintenance vehicles, agency staff, etc. that grant the license plate discounts while using Issuing Agency's Toll Facilities).
- License Plates belonging to Universal Non-Revenue Accounts, may be included in the License Plate file. These records will be clearly indicated by the PLATE TYPE field that will be set to "N" for Non-Revenue.
- The Comprehensive File shall include only Plates with ACTION CODE = A. Only License Plates that are active against accounts in good standing (positive account balance). License Plates belonging to Accounts that are in negative balance are not included in the Comprehensive Plate File. The Acquiring Agency system will use the Comprehensive Plate File to replace the Plate database for the Issuing Agency.
- When a Differential File is created by the Issuing Agency:
 - ACTION CODE = A is used to send new License Plates to be added to the Plate Status file.
 - ACTION CODE = A is used to send License Plates that has an EFFECTIVE END DATE when the vehicle is no longer used by the account holder, but did have possession of the vehicle till the END DATE.
 - ACTION CODE = D is used to remove a License Plate record due to – a) Account Balance becoming Negative; b) License Plate is deleted at the Issuing Agency due to data entry error; c) any other reason the License Plate that was previously eligible for posting trips, becomes no longer eligible.
- When an account balance becomes negative, the Issuing Agency shall follow the

rules below to send these updates to the other agencies.

- If the next Plate Status file to be sent is Differential (DIFF), include the license plates with Status Code D to indicate that the license plates are no longer valid.
- If the next Plate Status file to be sent is Comprehensive (INIT), then do not include the License Plates for the account in the file.
- When the account balance for an account that was previously negative, changes to a positive balance, the account becomes available for posting again. While generating the Plate Status File, the Issuing Agency should ensure that the EFFECTIVE START DATE is same as the original start date for the License Plate, before the account became negative.
- To prevent sending old deactivated plates in the Comprehensive Plate Status File, Issuing Agencies should ensure that License Plates belong to accounts in good standing (positive balance) and License Plates are not included if the EFFECTIVE END DATE is more than 120-days older than the date the Plate Status File is generated.
- Issuing Agency shall cleanse/filter data to ensure that the Plate Status file does not contain any License Plates with special characters (non-alpha-numeric characters).

9.8 Reconciled Pay-By-Plate Charges File

9.8.1 Reconciled Pay-By-Plate Header Record Format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	#HEADER	7	Indicates this is a header record (#HEADER)
2	FILE TYPE	PLATERECON	10	Indicates this is a pay by plate reconciliation file (PLATERECON)
3	SEQUENCE #	Integer	6	Sequence # generated by sending agency, has matching entry in the trailer record
4	BUSINESS DATE	Date	10	Business day
5	SOURCE	Alpha	2	Two letter code of source entity
6	DESTINATION	Alpha	2	Two letter code of destination entity
7	CREATE DATE	Date	10	Transmission file create day
8	CREATE TIME	Time	8	Transmission file create time in 24 hr. clock
9	VERSION	Alpha	10	"REV A 1.1", right justified, space filled to the

9.8.2 Reconciled Pay-By-Plate Detail Record Format

Field #	Field Name	Field Type	Length	Notes
1	LICENSE PLATE	Alphanumeric	10	Same as PBP Plate Transaction File
2	TRAN #	Numeric	10	Same as PBP Plate Transaction File
3	STATE	Alpha	2	Same as PBP Plate Transaction File
4	TRAN AMT	Money	8	Same as PBP Plate Transaction File
5	ENTRY TRAN DATE	Date	10	Same as PBP Plate Transaction File
6	ENTRY TRAN TIME	Time	8	Same as PBP Plate Transaction File
7	ENTRY PLAZA	Alpha	4	Same as PBP Plate Transaction File
8	ENTRY LANE	Alpha	2	Same as PBP Plate Transaction File
9	EXIT TRAN DATE	Date	10	Same as PBP Plate Transaction File
10	EXIT TRAN TIME	Time	8	Same as PBP Plate Transaction File
11	EXIT PLAZA	Alpha	4	Same as PBP Plate Transaction File
12	EXIT LANE	Alpha	2	Same as PBP Plate Transaction File
13	AXLE COUNT	Integer	2	Same as PBP Plate Transaction File
14	POST AMT	Money	8	Amount Posted by the Issuing Agency
15	RECON CODE	Alpha	1	Reconcile code: A – Accepted O – Over 90 days old (Note 1 below) D – Duplicate F – Invalid WRTO/CTOC format I – Invalid (not found on plate file) Note: Only A indicates Paid. All other codes are reasons for rejection.

Note 1: As a general guideline, each agency should make a “good faith” effort to process pay-by-plate transactions when the account is in good standing.

9.8.3 Reconciled Pay-By-Plate Trailer Record Format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	#TRAILER	8	Trailer record indicator (#TRAILER)
2	SEQUENCE #	Numeric	6	Sequence # matching entry in header
3	BUSINESS DATE	Date	10	Business day
4	DETAIL CNT	Numeric	6	Total count of all detail records
5	DETAIL AMOUNT	Money	10	Total amount of all detail records
6	ACCEPT CNT	Numeric	6	Total count of all accepted detail records
7	ACCEPT SUM	Money	10	Total amount of all accepted detail records

9.8.4 Reconciled Pay-By-Plate Sample File

```
#HEADER, PLATERECON, 000123, 06/24/2017, SR, TC, 06/24/2017, 02:02:19, REVA.1.1
1ABC234 , 0000403986, CA, 00000.25, 06/23/2017, 20:14:50, 2216, 02, 06/23/2017, 20:14:55, 4002, 02, 02, A
#TRAILER, 000123, 06/24/2017, 000001, 0000000.25
```

APPENDIX A: PLAZA/LANE DESCRIPTIONS

Plaza	Lane	Statement Description (22-character limit)
0002	01	Antioch-Lane 1
0002	02	Antioch-Lane 2
0002	03	Antioch-Lane 3
0003	01	Richmond-Lane 1
0003	02	Richmond-Lane 2
0003	03	Richmond-Lane 3
0003	04	Richmond-Lane 4
0003	05	Richmond-Lane 5
0003	06	Richmond-Lane 6
0003	07	Richmond-Lane 7
0004	01	Bay Bridge-Lane 1
0004	02	Bay Bridge-Lane 2
0004	03	Bay Bridge-Lane 3
0004	04	Bay Bridge-Lane 4
0004	05	Bay Bridge-Lane 5
0004	06	Bay Bridge-Lane 6
0004	07	Bay Bridge-Lane 7
0004	08	Bay Bridge-Lane 8
0004	09	Bay Bridge-Lane 9
0004	10	Bay Bridge-Lane 10
0004	11	Bay Bridge-Lane 11
0004	12	Bay Bridge-Lane 12
0004	13	Bay Bridge-Lane 13
0004	14	Bay Bridge-Lane 14
0004	15	Bay Bridge-Lane 15
0004	16	Bay Bridge-Lane 16
0004	17	Bay Bridge-Lane 17
0004	18	Bay Bridge-Lane 18
0004	19	Bay Bridge-Lane 19
0004	20	Bay Bridge-Lane 20
0004	21	Bay Bridge-Lane 21
0004	22	Bay Bridge-Lane 22
0005	01	San Mateo-Lane 1
0005	02	San Mateo-Lane 2
0005	03	San Mateo-Lane 3
0005	04	San Mateo-Lane 4
0005	05	San Mateo-Lane 5
0005	06	San Mateo-Lane 6
0005	07	San Mateo-Lane 7
0005	08	San Mateo-Lane 8
0005	09	San Mateo-Lane 9
0005	10	San Mateo-Lane 10
0006	01	Dumbarton-Lane 1
0006	02	Dumbarton-Lane 2
0006	03	Dumbarton-Lane 3
0006	04	Dumbarton-Lane 4
0006	05	Dumbarton-Lane 5
0006	06	Dumbarton-Lane 6
0006	07	Dumbarton-Lane 7
0007	01	Carquinez-Lane 1
0007	02	Carquinez-Lane 2
0007	03	Carquinez-Lane 3
0007	04	Carquinez-Lane 4

Plaza	Lane	Statement Description (22-character limit)
0007	05	Carquinez-Lane 5
0007	06	Carquinez-Lane 6
0007	07	Carquinez-Lane 7
0007	08	Carquinez-Lane 8
0007	09	Carquinez-Lane 9
0007	10	Carquinez-Lane 10
0007	11	Carquinez-Lane 11
0007	12	Carquinez-Lane 12
0008	01	Benicia-Lane 1
0008	02	Benicia-Lane 2
0008	03	Benicia-Lane 3
0008	04	Benicia-Lane 4
0008	05	Benicia-Lane 5
0008	06	Benicia-Lane 6
0008	07	Benicia-Lane 7
0008	08	Benicia-Lane 8
0008	09	Benicia-Lane 9
0008	10	Benicia-Lane 10
0008	11	Benicia-Lane 11
0008	12	Benicia-Lane 12
0008	13	Benicia-Lane 13
0008	14	Benicia-Lane 14
0008	15	Benicia-Lane 15
0008	16	Benicia-Lane 16
0008	17	Benicia-Lane 17
0015	01	I-15 Legacy Toll Zone
0201	01	SFO Long Term Garage
0204	01	SFO Long Term Lot
0821	01	SFO INTL G LV 1
0825	01	SFO INTL LV 3
0828	01	SFO INTL A LV 1
0831	01	SFO INTL A LV 3
0843	01	SFO Domestic LV 1
0844	01	SFO Domestic LV 2
0847	01	SFO Domestic LV 3
0850	01	SFO Domestic LV 46
0854	01	SFO Domestic LV 5
1131	01	La Paz On-Lane 1
1131	02	La Paz On-Lane 2
1133	02	La Paz Off-Lane 2
1141	01	Aliso Creek Off-Lane 1
1141	02	Aliso Creek Off-lane 2
1143	02	Aliso Creek On-Lane 2
1162	02	El Toro Off-Lane 2
1162	03	El Toro Off-Lane 3
1163	02	El Toro On-Lane 2
1163	03	El Toro On-Lane 3
1190	10	Catalina View South-Lane 10
1190	11	Catalina View South-Lane 11
1190	12	Catalina View South-Lane 12
1190	13	Catalina View South-Lane 13
1191	10	Catalina View North-Lane 10
1191	11	Catalina View North-Lane 11
1191	12	Catalina View North-Lane 12
1191	13	Catalina View North-Lane 13
1215	02	Newport Coast Off-Lane 2

Plaza	Lane	Statement Description (22-character limit)
1217	01	Newport Coast On-Lane 1
1217	02	Newport Coast On-Lane 2
1226	02	Ford Road Off-Lane 2
1227	02	Bonita Canyon On-Lane 2
2144	01	Oso Parkway On-Lane 1
2144	02	Oso Parkway On-Lane 2
2144	11	Oso Bridge Mainline NB Lane 11
2144	12	Oso Bridge Mainline NB Lane 12
2145	01	Oso Parkway Off-Lane 1
2145	11	Oso Bridge Mainline SB Lane 11
2145	12	Oso Bridge Mainline SB Lane 12
2145	02	Oso Parkway Off-Lane 2
2177	01	Antonio Parkway Off-Lane 1
2177	02	Antonio Parkway Off-Lane 2
2178	01	Antonio Parkway On-Lane 1
2178	02	Antonio Parkway On-Lane 2
2199	02	Los Alisos Blvd Off-Lane 2
2200	02	Los Alisos Blvd On-Lane 2
2216	02	Portola Parkway South Off - Lane 2
2217	01	Portola Parkway South On - Lane 1
2217	02	Portola Parkway South On - Lane 2
2234	02	Alton Parkway Off - Lane 2
2235	01	Alton Parkway On - Lane 1
2235	02	Alton Parkway On - Lane 2
2248	02	Portola Parkway North Off - Lane 2
2249	02	Portola Parkway North On - Lane 2
2257	11	Tomato Springs - North Lane 11
2257	12	Tomato Springs - North Lane 12
2257	13	Tomato Springs - North Lane 13
2260	11	Tomato Springs - South Lane 11
2260	12	Tomato Springs - South Lane 12
2260	13	Tomato Springs - South Lane 13
3042	02	Irvine Blvd. - East Off Lane 2
3043	01	Irvine Blvd. - East On Lane 1
3043	02	Irvine Blvd. - East On Lane 2
3057	11	Orange Grove South Lane 11
3057	12	Orange Grove South Lane 12
3058	11	Orange Grove North Lane 11
3058	12	Orange Grove North Lane 12
3145	10	Windy Ridge South Lane 10
3145	11	Windy Ridge South Lane 11
3145	12	Windy Ridge South Lane 12
3145	13	Windy Ridge South Lane 13
3150	10	Windy Ridge North Lane 10
3150	11	Windy Ridge North Lane 11
3150	12	Windy Ridge North Lane 12
3150	13	Windy Ridge North Lane 13
3482	01	Irvine Blvd. - West SB On Lane 1
3482	02	Irvine Blvd. - West SB On Lane 2
3486	02	Irvine Blvd. - West NB Off Lane 2
3490	01	Irvine Blvd. - West NB On - Lane 1
3490	11	Irvine Ranch North Lane 11
3490	12	Irvine Ranch North- Lane 12
3491	01	Portola Parkway West SB On - Lane 1
3491	11	Irvine Ranch South- Lane 11
3491	12	Irvine Ranch South- Lane 12

Plaza	Lane	Statement Description (22-character limit)
3497	02	Portola Parkway West NB On - Lane 2
3498	02	Portola Parkway West Off - Lane 2
4001	01	91E 55-Co. Line L#1
4001	02	91E 55-Co. Line L#2
4001	03	91E 55-Co. Line L#3
4002	01	91W Co. Line-55 L#1
4002	02	91W Co. Line-55 L#2
4002	03	91W Co. Line-55 L#
4010	01	GG Bridge - Lane 1
4010	02	GG Bridge - Lane 2
4010	03	GG Bridge - Lane 3
4010	04	GG Bridge - Lane 4
4010	05	GG Bridge - Lane 5
4010	06	GG Bridge - Lane 6
4010	07	GG Bridge - Lane 7
4010	08	GG Bridge - Lane 8
4010	09	GG Bridge - Lane 9
4010	10	GG Bridge - Lane 10
4010	11	GG Bridge - Lane 11
4010	12	GG Bridge - Lane 12
4020	1	91E Co. Line-McKinley L#1
4020	2	91E Co. Line-McKinley L#2
4020	3	91E Co. Line-McKinley L#3
4021	1	91W McKinley-Co. Line L#1
4021	2	91W McKinley-Co. Line L#2
4021	3	91W McKinley-Co. Line L#3
4022		15S
4023		15N
4024	1	91E Co. Line-15S L#1
4024	2	91E Co. Line-15S L#2
4024	3	91E Co. Line-15S L#3
4025	1	91W 15N - Co. Line L#1
4025	2	91W 15N - Co. Line L#2
4025	3	91W 15N - Co. Line L#3
4100	1	15S SR60/Sixth
4100	2	15S SR60/Sixth
4101	1	15S Limonite/Second
4101	2	15S Limonite/Second
4102	1	15S Sixth/Ontario
4102	2	15S Sixth/Ontario
4103	1	15S Magnolia/Cajalco
4103	2	15S Magnolia/Cajalco
4150	1	15N Cajalco/Magnolia
4150	2	15N Cajalco/Magnolia
4151	1	15N Ontrario/Sixth
4151	2	15N Ontrario/Sixth
4152	1	15N Second/Limonite
4152	2	15N Second/Limonite
4153	1	15N Sixth/SR60
4153	2	15N Sixth/SR60
5010	01	I-680 South Andrade
5011	01	I-680 South Washington
5012	01	I-680 South Mission
5013	01	I-680 South Calaveras
5110	01	SR 237/I-880 Connector WB
5111	01	SR 237 First WB

Plaza	Lane	Statement Description (22-character limit)
5118	01	SR 237 First EB
5119	01	SR 237/I-880 Connector EB
5020	01	I-680 SB SR238
5021	01	I-680 SB SR262
5022	01	I-680 SB SR237
5030	21	I-680 NB SR238
5031	21	I-680 NB SR84
5050	21	580 N First Zone WB
5051	21	580 Livermore Zone WB
5052	21	580 Isabel Zone WB
5053	21	580 Airway Zone WB
5054	21	580 Fallon Zone WB
5055	21	580 Santa Rita Zone WB
5056	21	580 Hacienda Zone WB
5057	21	580 San Ramon Zone WB
5070	01	580 Airway Zone 1 EB
5070	02	580 Airway Zone 1 EB
5071	01	580 Airway Zone 2 EB
5071	02	580 Airway Zone 2 EB
5072	01	580 Isabel Zone EB
5072	02	580 Isabel Zone EB
5073	01	580 Livermore Zone EB
5073	02	580 Livermore Zone EB
5074	01	580 N First Zone EB
5074	02	580 N First Zone EB
5075	01	580 Vasco Zone EB
5075	02	580 Vasco Zone EB
5076	01	580 Greenville Zone EB
5076	02	580 Greenville Zone EB
5210	01	680 Crow Canyon Zone SB
5111	01	SR 237 Zanker WB
5112	01	SR 237 N. First WB
5113	01	SR 237 Great America WB
5114	01	SR 237 Mathilda EB
5115	01	SR 237 Lawrence EB
5116	01	SR 237 Great America EB
5117	01	SR 237 N. First EB
5211	01	680 Alcosta Zone SB
5212	01	680 Crow Canyon Zone NB
5213	01	680 Livorna Zone NB
5310	01	I-880 Davis SB
5311	01	I-880 Hesperian SB
5312	01	I-880 SR92 SB
5313	01	I-880 Industrial SB
5314	01	I-880 Alvarado SB
5315	01	I-880 Mowry SB
5316	01	I-880 Mission SB
5317	01	I-880 Mission NB
5318	01	I-880 Auto Mall NB
5319	01	I-880 Thornton NB
5320	01	I-880 Alvarado NB
5321	01	I-880 SR92 NB
6000	01	110NB HGTC To Rosecrans
6001	01	110NB HGTC To I-105
6002	01	110NB HGTC To Slauson
6003	01	110NB HGTC To 39th

Plaza	Lane	Statement Description (22-character limit)
6004	01	110NB HGTC To Adams
6005	01	110NB Rosecrans To I-105
6006	01	110NB Rosecrans To Slauson
6007	01	110NB Rosecrans To 39th
6008	01	110NB Rosecrans To Adams
6009	01	110NB I-105 To Slauson
6010	01	110NB I-105 To 39th
6011	01	110NB I-105 to Adams
6012	01	110NB 39th to Adams
6013	01	110NB Slauson to 39th
6014	01	110NB Slauson to Adams
6100	01	110SB Adams to Jefferson
6101	01	110SB Adams to Manchester
6102	01	110SB Adams to Century
6103	01	110SB Adams to I-105
6104	01	110SB Adams to El Segundo
6105	01	110SB Adams to HGTC
6106	01	110SB Jefferson to Manchester
6107	01	110SB Jefferson to Century
6108	01	110SB Jefferson to I-105
6109	01	110SB Jefferson to El Segundo
6110	01	110SB Jefferson to HGTC
6111	01	110SB 39th to Manchester
6112	01	110SB 39th to Century
6113	01	110SB 39th to I-105
6114	01	110SB 39th to El Segundo
6115	01	110SB 39th to HGTC
6116	01	110SB Manchester to Century
6117	01	110SB Manchester to I-105
6118	01	110SB Manchester to El Segundo
6119	01	110SB Manchester to HGTC
6120	01	110SB Century to I-105
6121	01	110SB Century to El Segundo
6122	01	110SB Century to HGTC
6123	01	110SB I-105 to El Segundo
6124	01	110SB I-105 to HGTC
6125	01	110SB El Segundo to HGTC
6200	01	10EB Alameda to I-710
6201	01	10EB Alameda to Atlantic
6202	01	10EB Alameda to Del Mar
6203	01	10EB Alameda to Baldwin
6204	01	10EB Alameda to I-605
6205	01	10EB I-710 to Atlantic
6206	01	10EB I-710 to Del Mar
6207	01	10EB I-710 to Baldwin
6208	01	10EB I-710 to I-605
6209	01	10EB Atlantic to Del Mar
6210	01	10EB Atlantic to Baldwin
6211	01	10EB Atlantic to I-605
6212	01	10EB Del Mar to Baldwin
6213	01	10EB Del Mar to I-605
6214	01	10EB Baldwin to I-605
6301	01	10WB I-605 to Fremont
6302	01	10WB I-605 to I-710
6303	01	10WB I-605 to Alameda
6304	01	10WB Del Mar to Atlantic

Plaza	Lane	Statement Description (22-character limit)
6305	01	10WB Del Mar to I-710
6306	01	10WB Del Mar to Alameda
6307	01	10WB Fremont to I-710
6308	01	10WB Fremont to US-101
6309	01	10WB Fremont to Alameda
6310	01	10WB Del Mar to US-101
6311	01	10WB I-605 to US-101
8016	01	I-15/SR 163 Interchange
8017	01	I-15 Access
8018	01	Ammo Rd NB Entry
8019	01	Miramar Way NB
8019	02	Miramar Way NB
8019	03	Miramar Way NB
8019	98	Miramar Way NB
8020	01	Miramar Rd NB Entry
8021	01	Mira Mesa Bl NB Entry
8022	01	Mira Mesa Bl NB
8022	02	Mira Mesa Bl NB
8022	03	Mira Mesa Bl NB
8022	98	Mira Mesa Bl NB
8023	01	Poway Rd NB
8023	02	Poway Rd NB
8023	03	Poway Rd NB
8023	98	Poway Rd NB
8024	01	SR 56 NB Exit
8024	02	SR 56 NB Exit
8024	98	SR 56 NB Exit
8025	01	Sabre Springs Transit
8025	02	Sabre Springs Transit
8026	01	SR 56 NB Entry
8027	01	Carmel Mountain Rd NB
8027	02	Carmel Mountain Rd NB
8027	03	Carmel Mountain Rd NB
8027	98	Carmel Mountain Rd NB
8028	01	Camino del Norte NB
8029	01	Bernardo Center Dr NB
8029	02	Bernardo Center Dr NB
8029	03	Bernardo Center Dr NB
8029	04	Bernardo Center Dr NB
8029	98	Bernardo Center Dr NB
8030	01	Duenda Rd NB Entry
8031	01	Via Rancho Pkwy NB
8031	02	Via Rancho Pkwy NB
8031	03	Via Rancho Pkwy NB
8031	98	Via Rancho Pkwy NB
8032	01	Del Lago NB Exit
8033	01	Del Lago NB Entry
8034	01	Centre City NB Entry
8035	01	Centre City Pkwy NB
8035	02	Centre City Pkwy NB
8035	98	Centre City Pkwy NB
8036	01	Felicita Rd NB
8036	02	Felicita Rd NB
8036	98	Felicita Rd NB
8037	01	Hale Ave NB Exit
8039	01	SR 78/I-15 Interchange

Plaza	Lane	Statement Description (22-character limit)
8040	01	Hale Ave SB Entry
8041	01	Felicita Rd SB
8041	02	Felicita Rd SB
8041	99	Felicita Rd SB
8042	01	9th Ave SB Entry
8044	01	Del Lago SB Exit
8045	01	Del Lago SB Entry
8046	01	Via Rancho Pkwy SB
8046	02	Via Rancho Pkwy SB
8046	03	Via Rancho Pkwy SB
8046	99	Via Rancho Pkwy SB
8047	01	Duenda Rd SB Entry
8048	01	Rancho Bernardo Transit
8048	02	Rancho Bernardo Transit
8048	03	Rancho Bernardo Transit
8048	04	Rancho Bernardo Transit
8048	05	Rancho Bernardo Transit
8049	01	Bernardo Center Dr SB
8049	02	Bernardo Center Dr SB
8049	03	Bernardo Center Dr SB
8049	99	Bernardo Center Dr SB
8050	01	Camino del Norte SB
8051	01	Carmel Mountain Rd SB
8051	02	Carmel Mountain Rd SB
8051	03	Carmel Mountain Rd SB
8051	99	Carmel Mountain Rd SB
8052	01	SR 56 SB Entry
8052	02	SR 56 SB Entry
8052	03	SR 56 SB Entry
8053	01	Poway Rd SB
8053	02	Poway Rd SB
8053	03	Poway Rd SB
8053	04	Poway Rd SB
8053	99	Poway Rd SB
8054	01	Poway Rd SB Entry
8055	01	Mercy Rd SB
8055	02	Mercy Rd SB
8055	03	Mercy Rd SB
8055	99	Mercy Rd SB
8056	01	Mercy Rd – 1 SB Entry
8057	01	Mercy Rd – 2 SB Entry
8058	01	Mira Mesa Transit
8058	02	Mira Mesa Transit
8059	01	Miramar Rd SB
8059	02	Miramar Rd SB
8059	03	Miramar Rd SB
8059	99	Miramar Rd SB
8060	01	Miramar Rd SB Entry
8061	01	Miramar Way SB
8061	02	Miramar Way SB
8061	03	Miramar Way SB
8061	99	Miramar Way SB
9001	01	SR-54 NB Exit
9001	02	SR-54 NB Exit
9001	98	SR-54 NB Exit
9002	01	San Miguel Rch NB On

Plaza	Lane	Statement Description (22-character limit)
9002	02	San Miguel Rch NB On
9003	01	East H NB On
9003	02	East H NB On
9003	03	East H NB On
9003	04	East H NB On
9003	05	East H NB Off
9003	98	East H NB Off
9004	01	Otay Lks Rd NB On
9004	02	Otay Lks Rd NB On
9004	03	Otay Lks Rd NB On
9004	04	Otay Lks Rd NB On
9004	05	Otay Lks Rd NB Off
9004	98	Otay Lks Rd NB Off
9005	01	Olymp Pkwy NB On
9005	02	Olymp Pkwy NB On
9005	03	Olymp Pkwy NB On
9005	04	Olymp Pkwy NB On
9005	05	Olymp Pkwy NB Off
9005	98	Olymp Pkwy NB Off
9006	01	Birch Rd NB On
9006	02	Birch Rd NB On
9006	03	Birch Rd NB On
9006	04	Birch Rd NB On
9006	05	Birch Rd NB Off
9006	98	Birch Rd NB Off
9010	01	Otay Toll Plz NB Entry
9010	02	Otay Toll Plz NB Entry
9010	03	Otay Toll Plz NB Entry
9010	04	Otay Toll Plz NB Entry
9010	05	Otay Toll Plz NB Entry
9011	01	SR-54 SB Entry
9011	02	SR-54 SB Entry
9011	99	SR-54 SB Entry
9012	01	San Miguel Rch SB Off
9012	02	San Miguel Rch SB Off
9013	01	East H SB Off
9013	02	East H SB Off
9013	03	East H SB On
9013	04	East H SB On
9013	99	East H SB On
9014	01	Otay Lks Rd SB Off
9014	02	Otay Lks Rd SB Off
9014	03	Otay Lks Rd SB On
9014	04	Otay Lks Rd SB On
9014	99	Otay Lks Rd SB On
9015	01	Olymp Pkwy SB Off
9015	02	Olymp Pkwy SB Off
9015	03	Olymp Pkwy SB On
9015	04	Olymp Pkwy SB On
9015	99	Olymp Pkwy SB On
9016	01	Birch Rd SB Off
9016	02	Birch Rd SB Off
9016	03	Birch Rd SB On
9016	04	Birch Rd SB On
9016	99	Birch Rd SB On
9020	01	Otay Toll Plz SB Exit

Plaza	Lane	Statement Description (22-character limit)
9020	02	Otay Toll Plz SB Exit
9020	03	Otay Toll Plz SB Exit
9020	04	Otay Toll Plz SB Exit
9020	05	Otay Toll Plz SB Exit

Note: 4001-4009, 4400-4409 Reserved for OCTA
4020-4399 Reserved for RCTC
5000-5999 Reserved for Bay Area Express Lane Network
6000-6999 Reserved for LA Metro

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APPENDIX B: TITLE 21 DEFINITION

Narrative

In 1990 the California State legislature directed the California Department of Transportation (Caltrans) to develop specifications for an Automatic Vehicle Identification (AVI) system such that a vehicle owner would not have to install more than one device to use toll facilities statewide.

Caltrans developed open compatibility specifications for a two-way communications protocol for AVI including an initial set of Transaction Record Type codes which were mandated for statewide Electronic Toll Collection (ETC) use. This standard was Chaptered into the California Code of Regulations in 1992 as Title 21, Chapter 16, Articles 1 through 4, and is commonly referred to as "Title 21".

The Title 21 standard envisioned more complex Transaction Record Type codes being developed for both ETC and other new applications. To maintain the growth of Title 21 it was specified that Caltrans shall function as the standards monitoring authority to authorize the use of new record types and to assign record type numbers to newly authorized records.

After Title 21 was Chaptered the 32-bit Transponder ID field within the specification was further defined, primarily to identify the facility and patron that was conducting the electronic transaction. Numerous additional Transaction Record Type Codes were also approved involving lane specific, data transfer and manufacturer specific information.

Both of these Caltrans documents are considered "living" because as the system expands and evolves changes to them will be required.

Contact Caltrans' Traffic Operations office in Sacramento for the latest version of either of these documents, or to request new Transaction Record Type codes.

APPENDIX C: SUB TYPE DEFINITIONS FOR TAG RECORD FILE

C.1 Subtype - A

Field Character	Description	Used By
N	Subtype Not Used	All Agencies

C.2 Subtype - B

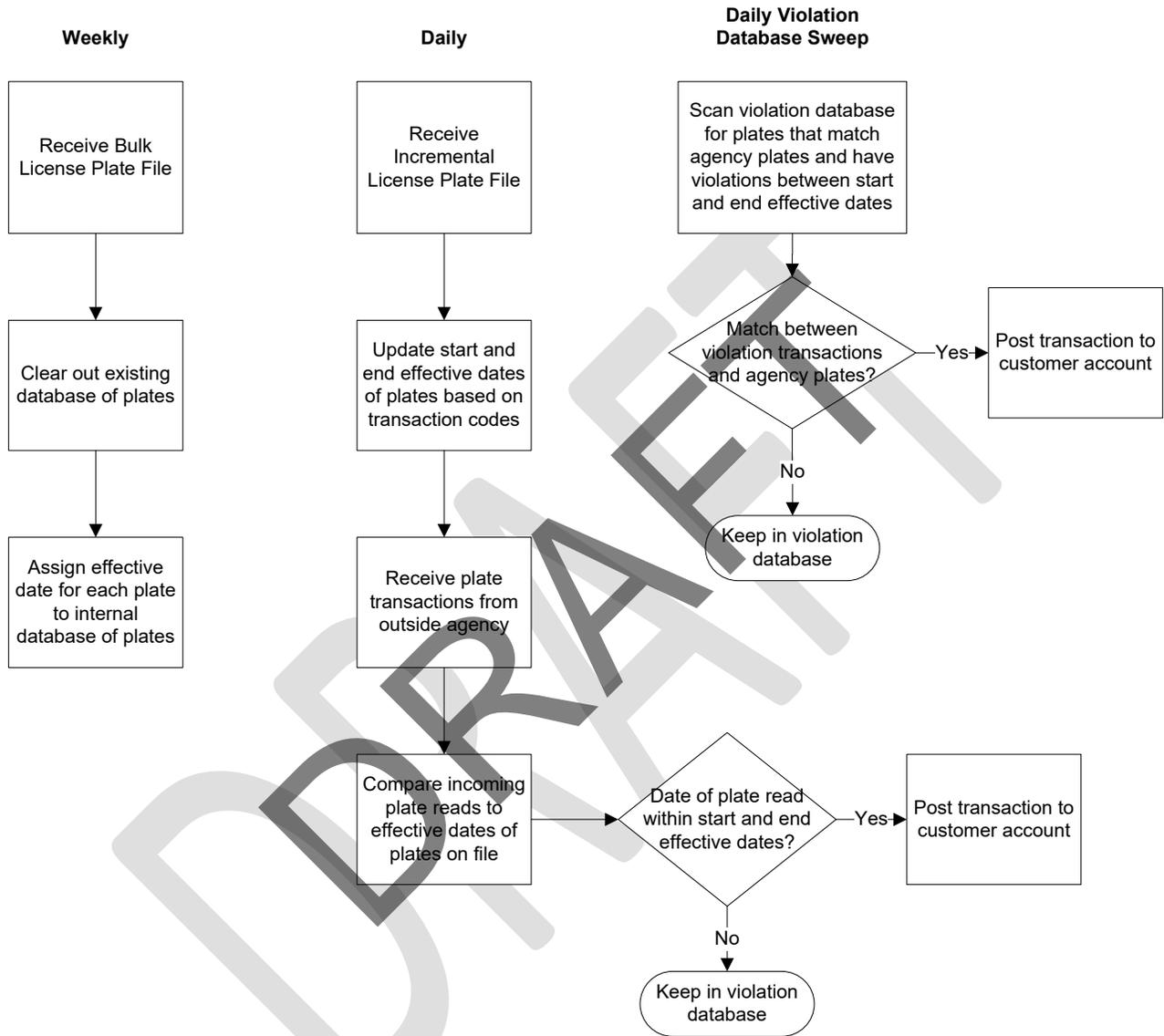
Field Character	Description	Used By
N	Subtype Not Used	All Agencies

C.3 Subtype - C

Field Character	Description	Used By
N	Subtype Not Used	All Agencies

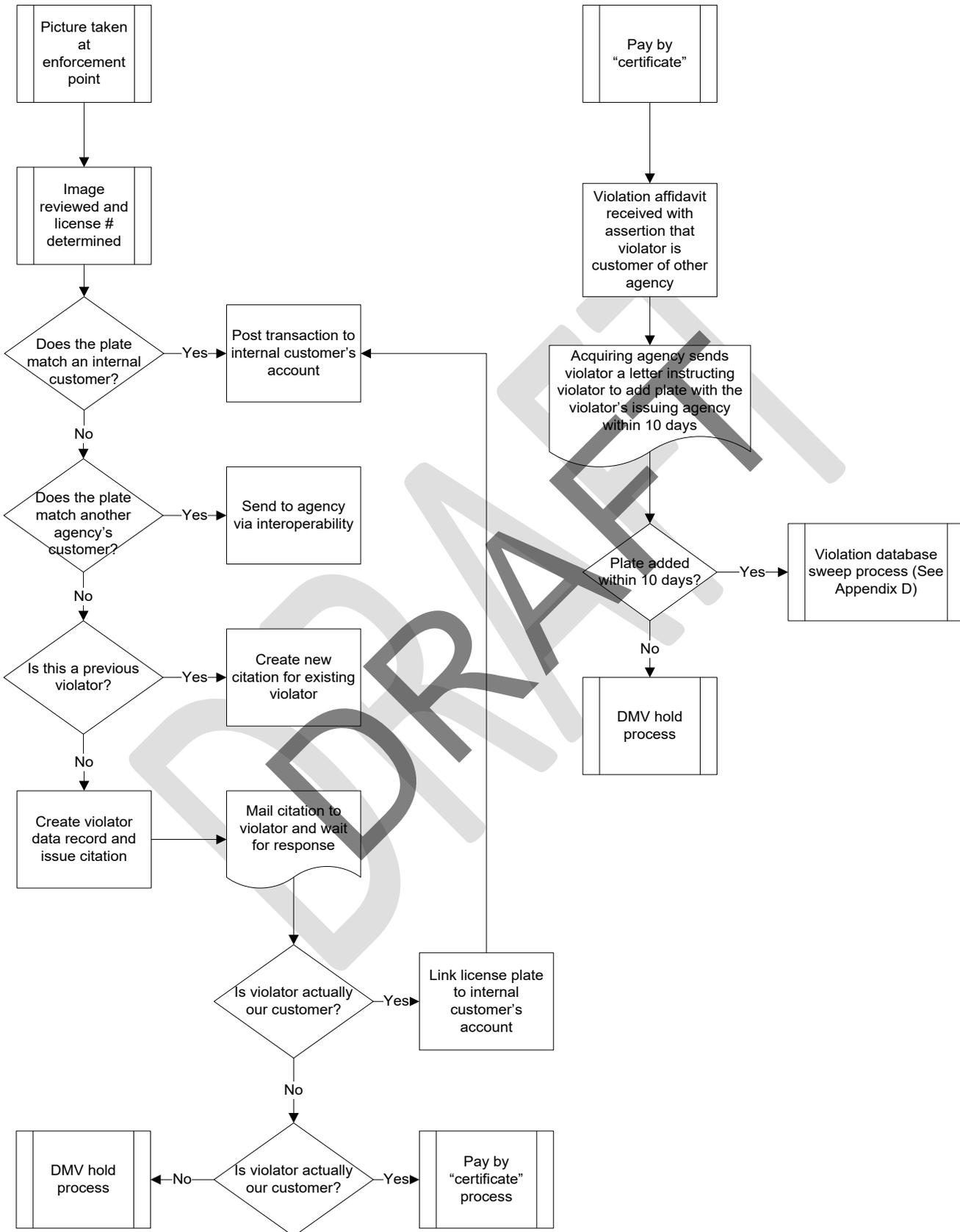
APPENDIX D: LICENSE PLATE DATE LOGIC

License Plate Date Logic



APPENDIX E: VIOLATION ENFORCEMENT VIA PLATE READS

Violation Enforcement via Plate Reads



APPENDIX F: CALIFORNIA 6C ELECTRONIC TOLL COLLECTION STANDARD



California-6C-Protocol-Application-Standard.pdf

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Attachment B: I-405 Annual Transaction Forecast

The forecasted transaction volumes provided are estimates based on the best available information and are not guaranteed to be accurate. The Offeror's pricing is a mix of fixed and variable costs designed to adjust to the actual traffic, violations, and customer service center volumes.

I-405

Annual Transaction Forecast – I-405

2023-2032

Year	Total Tx	Tolled Tx	Declared HOV Tx	Declared HOV %	Transponder Not Read Tx	Transponder Not Read %
2023	71,010,000	27,744,000	43,266,000	60.9%	25,564,000	36.0%
2024	83,744,000	34,141,000	49,603,000	59.2%	27,636,000	33.0%
2025	108,839,000	47,903,000	60,936,000	56.0%	32,652,000	30.0%
2026	122,246,000	55,538,000	66,708,000	54.6%	36,674,000	30.0%
2027	101,930,000	71,124,000	30,806,000	30.2%	30,579,000	30.0%
2028	106,162,000	73,493,000	32,669,000	30.8%	31,849,000	30.0%
2029	110,513,000	75,889,000	34,624,000	31.3%	33,154,000	30.0%
2030	112,181,000	76,404,000	35,777,000	31.9%	33,654,000	30.0%
2031	113,889,000	76,920,000	36,969,000	32.5%	34,167,000	30.0%
2032	115,640,000	77,440,000	38,200,000	33.0%	34,692,000	30.0%

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Attachment C: Sample Reports

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Sample Monthly Status Report

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Sample 91 EL Monthly Status Report

Note: Some data has been redacted

Attached is the 91 Express Lanes Monthly Status Report for November 2018; OCTA and RCTC Fiscal Year 2018-19

The following information is provided in this report:

1. EXECUTIVE SUMMARY

- 1.1a OCTA
- 1.1b RCTC

2. OPERATIONS

2.1 OCTA Traffic and Revenue

- 2.1a Current Month-to-Date as of November 30, 2018
- 2.1b Fiscal Year 2018-19 To-Date as of November 30, 2018
- 2.1c Weekday Peak-hour Volume for November 2018
- 2.1d Violation Collection

2.2 RCTC Traffic and Revenue

- 2.2a Current Month-to-Date as of November 30, 2018
- 2.2b Fiscal Year 2018-19 To-Date as of November 30, 2018
- 2.2c Eastbound Peak-hour Volume for November 2018
- 2.2d Westbound Peak-hour Volume for November 2018
- 2.2e Violation Collection

2.3 Multi Agency Trip and Revenue Statistics

2.4 Customer Service and Violation Processing

- 2.4a Performance Measures
- 2.4b Incoming Call Activity
- 2.4c Transponder Distribution
- 2.4d Transponder Inventory
- 2.4e Incoming Email Activity
- 2.4f Congestion-related Complaints

2.5 Operations Highlights

- 2.5a On-road Operations
- 2.5b Caltrans Projects in 91 Corridor
- 2.5c IT
- 2.5d ETTM
- 2.5e Finance and Administration

3. PROJECTS UPDATE

- 3.1 Telephone System
- 3.2 Camera System

4. STAFFING

5. ATTACHMENTS

- OCTA
- RCTC
- Combined Agencies

91 EXPRESS LANES MONTHLY STATUS REPORT

November 2018

OCTA/RCTC FISCAL YEAR 2018-19

1. EXECUTIVE SUMMARY

1.1a OCTA

The 2018-19 fiscal year-to-date traffic volume is 6.5% higher than the same period last year. The 2018-19 fiscal year-to-date potential revenue is 6.5% higher than the same period last year.

During November 2018, peak-hour eastbound traffic volumes met or exceeded 90% of defined capacity 19 times, with Friday, November 30th during the 2:00 p.m. hour having the highest volume at 103% as reflected in Chart 2.1c. As demonstrated in the same chart, westbound peak-hour traffic volumes top out at 78% of defined capacity. Average revenue per-trip for the month of November 2018 is \$3.01.

1.1b RCTC

The 2018-19 fiscal year-to-date traffic volume is 6.0% higher than the same period last year. The 2018-19 fiscal year-to-date potential revenue is 25.4% higher than the same period last year.

During November 2018, peak-hour eastbound traffic volumes exceeded the current level of service 75 times and are potentially available for a toll increase as seen in Chart 2.2c. As demonstrated in Chart 2.2d, westbound peak-hour traffic volumes met or exceeded the level of service 69 times and are potentially available for a toll increase. Average revenue per-trip for the month of November 2018 is \$3.62.

2. OPERATIONS

2.1 OCTA – Traffic and Revenue

Total traffic volume on the 91 Express Lanes for November 2018 was 1,415,344; this represents a 30-day average of 47,178 vehicles per day and a 6.0% decrease from the previous month's total traffic volume of 1,505,256. Potential toll revenue for November was \$4,255,226. This represents a 30-day average of \$141,841 and a 6.6% decrease from the previous month's potential revenue of \$4,557,905. Carpool percentage for November was 26.6%, which is up from the previous month's rate of 24.6%.

Month-to-date and year-to-date traffic and revenue data are summarized in the tables below.

The following trip and revenue statistics tables represent all trips taken on the 91 Express Lanes and associated potential revenue.

91 Express Lanes November 2018 Status Report
Issued December 14, 2018

2.1a OCTA Current Month-to-Date as of November 30, 2018

(FY 2018-19 data is for the corresponding month in that fiscal year.)

Trips	Nov-18 MTD Actual	Stantec MTD Projected	# Variance	% Variance	Nov-17 MTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	1,038,190	1,062,440	(24,250)	(2.3%)	1,003,409	3.5%
3+ Lanes	377,154	320,996	56,158	17.5%	338,015	11.6%
Total Gross Trips	1,415,344	1,383,436	31,908	2.3%	1,341,424	5.5%
Revenue						
Full Toll Lanes	\$4,186,694	\$4,254,542	(\$67,848)	(1.6%)	\$3,962,952	5.6%
3+ Lanes	\$68,532	\$81,164	(\$3,742)	(4.6%)	\$66,471	16.5%
Total Gross Revenue	\$4,255,226	\$4,335,707	(\$71,590)	(1.7%)	\$4,029,424	5.8%
Average Revenue per Trip						
Average Full Toll Lanes	\$4.03	\$4.00	\$0.03	0.7%	\$3.95	2.1%
Average 3+ Lanes	\$0.21	\$0.25	(\$0.05)	(18.8%)	\$0.20	4.4%
Average Gross Revenue	\$3.01	\$3.13	(\$0.12)	(3.9%)	\$3.00	0.3%

Refer to Attachment A1 for Traffic and Potential Revenue 13-month history.

2.1b OCTA Fiscal Year 2018-19 to-Date as of November 30, 2018

(FY 2018-19 data is for the period July 1, 2018 through November 30, 2018; FY 2017-18 data is for the corresponding period in that fiscal year.)

Trips	FY 2018-19 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2017-18 YTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	5,453,910	5,531,356	(77,446)	(1.4%)	5,218,436	4.5%
3+ Lanes	1,934,417	1,677,904	256,513	15.3%	1,717,624	12.6%
Total Gross Trips	7,388,327	7,209,260	179,067	2.5%	6,936,060	6.5%
Revenue						
Full Toll Lanes	\$21,611,559	\$22,008,223	(\$87,630)	(0.4%)	\$20,297,571	6.5%
3+ Lanes	\$374,259	\$419,779	(\$9,724)	(2.3%)	\$355,554	5.3%
Total Gross Revenue	\$21,985,819	\$22,428,001	(\$97,354)	(0.4%)	\$20,653,125	6.5%
Average Revenue per Trip						
Average Full Toll Lanes	\$3.96	\$3.98	(\$0.02)	(0.4%)	\$3.89	1.9%
Average 3+ Lanes	\$0.19	\$0.25	(\$0.06)	(22.7%)	\$0.21	(6.5%)
Average Gross Revenue	\$2.98	\$3.11	(\$0.14)	(4.3%)	\$2.98	(0.1%)

91 Express Lanes November 2018 Status Report
Issued December 14, 2018

2.1c OCTA Weekday Peak Volume for the Month of November 2018

EASTBOUND PEAK-HOUR VOLUMES

PM Time	Monday 10/29/18				Tuesday 10/30/18				Wednesday 10/31/18				Thursday 11/01/18				Friday 11/02/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500													\$5.20	438	3,307	97%	\$5.35	533	3,395	100%
1500 - 1600													\$6.00	693	3,455	102%	\$9.65	733	2,841	84%
1600 - 1700													\$9.30	477	2,610	77%	\$9.45	493	2,735	80%
1700 - 1800													\$9.20	537	2,833	83%	\$6.90	547	2,896	85%
1800 - 1900													\$4.75	693	2,848	84%	\$6.40	755	2,946	87%
1900 - 2000													\$5.50	622	2,293	67%	\$5.95	692	2,388	70%

PM Time	Monday 11/05/18				Tuesday 11/06/18				Wednesday 11/07/18				Thursday 11/08/18				Friday 11/09/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.05	421	2,650	78%	\$5.05	432	3,030	89%	\$5.05	451	2,971	87%	\$5.20	464	3,234	95%	\$5.35	501	3,309	97%
1500 - 1600	\$5.40	664	3,077	91%	\$5.65	651	2,855	84%	\$6.25	639	3,276	96%	\$6.00	624	2,953	87%	\$9.65	675	2,606	77%
1600 - 1700	\$5.25	486	2,946	87%	\$5.50	445	2,939	86%	\$6.75	491	2,831	83%	\$9.30	462	2,473	73%	\$9.45	499	2,757	81%
1700 - 1800	\$5.20	621	3,165	93%	\$5.40	543	2,879	85%	\$6.90	504	2,519	74%	\$9.20	579	2,824	83%	\$6.90	619	2,856	84%
1800 - 1900	\$5.40	714	2,832	83%	\$3.85	735	3,102	91%	\$3.85	588	2,532	74%	\$4.75	702	2,787	82%	\$6.40	774	2,826	83%
1900 - 2000	\$3.75	517	2,041	60%	\$3.75	629	2,495	73%	\$3.75	407	1,590	47%	\$5.50	719	2,729	80%	\$5.95	656	2,246	66%

PM Time	Monday 11/12/18				Tuesday 11/13/18				Wednesday 11/14/18				Thursday 11/15/18				Friday 11/16/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.05	480	2,135	63%	\$5.05	432	2,814	83%	\$5.05	438	2,861	84%	\$5.20	454	3,224	95%	\$5.35	519	3,403	100%
1500 - 1600	\$5.40	669	2,789	82%	\$5.65	647	2,803	82%	\$6.25	616	3,095	91%	\$6.00	637	3,269	96%	\$9.65	692	2,669	79%
1600 - 1700	\$5.25	483	2,504	74%	\$5.50	450	2,856	84%	\$6.75	438	2,728	80%	\$9.30	446	2,524	74%	\$9.45	464	2,674	79%
1700 - 1800	\$5.20	590	2,491	73%	\$5.40	607	3,010	89%	\$6.90	490	2,592	76%	\$9.20	609	2,814	83%	\$6.90	564	2,806	83%
1800 - 1900	\$5.40	590	1,953	57%	\$3.85	710	3,035	89%	\$3.85	719	3,176	93%	\$4.75	704	2,976	88%	\$6.40	750	2,788	82%
1900 - 2000	\$3.75	467	1,417	42%	\$3.75	552	2,198	65%	\$3.75	641	2,515	74%	\$5.50	604	2,387	70%	\$5.95	734	2,581	76%

PM Time	Monday 11/19/18				Tuesday 11/20/18				Wednesday 11/21/18				Thursday 11/22/18				Friday 11/23/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.05	507	2,782	82%	\$5.05	613	3,166	93%	\$7.30	615	3,241	95%	\$5.20	748	1,809	53%	\$4.85	460	1,371	40%
1500 - 1600	\$5.40	660	2,981	88%	\$5.65	541	2,306	68%	\$8.35	619	2,676	79%	\$4.85	646	1,587	47%	\$4.85	449	1,319	39%
1600 - 1700	\$5.25	501	2,828	83%	\$5.50	516	2,758	81%	\$8.35	610	2,631	77%	\$4.85	693	1,549	46%	\$4.85	446	1,246	37%
1700 - 1800	\$5.20	589	2,873	85%	\$5.40	624	2,838	83%	\$8.35	646	2,479	73%	\$4.85	758	1,671	49%	\$4.85	423	1,154	34%
1800 - 1900	\$5.40	707	2,758	81%	\$3.85	705	2,851	84%	\$5.90	578	1,970	58%	\$5.20	742	1,522	45%	\$4.85	411	968	28%
1900 - 2000	\$3.75	582	1,998	59%	\$3.75	704	2,500	74%	\$5.65	525	1,617	48%	\$5.20	917	1,732	51%	\$4.85	386	835	25%

PM Time	Monday 11/26/18				Tuesday 11/27/18				Wednesday 11/28/18				Thursday 11/29/18				Friday 11/30/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.05	446	2,649	78%	\$5.05	439	2,955	87%	\$5.05	449	2,828	83%	\$5.20	382	2,755	81%	\$5.35	555	3,508	103%
1500 - 1600	\$5.40	646	3,037	89%	\$5.65	690	2,856	84%	\$6.25	687	3,246	95%	\$6.00	596	2,992	88%	\$9.65	697	2,643	78%
1600 - 1700	\$5.25	471	2,860	84%	\$5.50	463	2,960	87%	\$6.75	528	3,053	90%	\$9.30	381	2,236	66%	\$9.45	434	2,672	79%
1700 - 1800	\$5.20	609	2,910	86%	\$5.40	594	3,003	88%	\$6.90	530	2,666	78%	\$9.20	487	2,274	67%	\$6.90	620	2,844	84%
1800 - 1900	\$5.40	689	2,786	82%	\$3.85	713	2,962	87%	\$3.85	671	2,941	87%	\$4.75	623	2,542	75%	\$6.40	708	2,837	83%
1900 - 2000	\$3.75	447	1,732	51%	\$3.75	573	2,275	67%	\$3.75	716	2,797	82%	\$5.50	445	1,702	50%	\$5.95	659	2,263	67%

Refer to Attachment A3 for a history of Eastbound Weekday Peak-hour Volumes

91 Express Lanes November 2018 Status Report
Issued December 14, 2018

WESTBOUND PEAK-HOUR VOLUMES

AM Time	Monday 10/29/18				Tuesday 10/30/18				Wednesday 10/31/18				Thursday 11/01/18				Friday 11/02/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500													\$3.00	755	2,357	69%	\$3.00	678	1,960	58%
0500 - 0600													\$4.85	824	2,382	70%	\$4.60	739	2,419	71%
0600 - 0700													\$5.05	645	2,069	61%	\$4.85	602	1,924	57%
0700 - 0800													\$5.55	481	2,098	62%	\$5.40	452	1,830	54%
0800 - 0900													\$5.05	306	1,864	55%	\$4.85	308	1,709	50%
0900 - 1000													\$4.00	290	2,193	65%	\$4.00	294	1,601	47%

AM Time	Monday 11/05/18				Tuesday 11/06/18				Wednesday 11/07/18				Thursday 11/08/18				Friday 11/09/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.00	740	2,276	67%	\$3.00	792	2,470	73%	\$3.00	734	2,358	69%	\$3.00	746	2,281	67%	\$3.00	668	2,031	60%
0500 - 0600	\$4.85	881	2,464	72%	\$4.85	867	2,508	74%	\$4.85	845	2,376	70%	\$4.85	833	2,405	71%	\$4.60	774	2,379	70%
0600 - 0700	\$5.05	587	2,018	59%	\$5.05	596	2,174	64%	\$5.05	641	2,064	61%	\$5.05	697	2,174	64%	\$4.85	628	2,028	60%
0700 - 0800	\$5.55	512	2,186	64%	\$5.55	492	2,202	65%	\$5.55	506	2,262	67%	\$5.55	525	2,378	70%	\$5.40	427	1,794	53%
0800 - 0900	\$5.05	347	2,160	64%	\$5.05	325	2,138	63%	\$5.05	311	1,950	57%	\$5.05	322	2,038	60%	\$4.85	326	1,780	52%
0900 - 1000	\$4.00	314	2,096	62%	\$4.00	287	2,242	66%	\$4.00	301	2,040	60%	\$4.00	284	2,124	62%	\$4.00	274	1,601	47%

AM Time	Monday 11/12/18				Tuesday 11/13/18				Wednesday 11/14/18				Thursday 11/15/18				Friday 11/16/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.00	475	1,463	43%	\$3.00	782	2,399	71%	\$3.00	798	2,447	72%	\$3.00	795	2,391	70%	\$3.00	709	1,981	58%
0500 - 0600	\$4.85	525	1,579	46%	\$4.85	891	2,497	73%	\$4.85	816	2,377	70%	\$4.85	855	2,536	75%	\$4.60	763	2,467	73%
0600 - 0700	\$5.05	331	1,246	37%	\$5.05	617	2,052	60%	\$5.05	636	2,166	64%	\$5.05	588	2,133	63%	\$4.85	585	1,959	58%
0700 - 0800	\$5.55	292	1,207	36%	\$5.55	514	2,146	63%	\$5.55	471	2,193	65%	\$5.55	502	2,167	64%	\$5.40	406	1,803	53%
0800 - 0900	\$5.05	283	1,245	37%	\$5.05	332	2,149	63%	\$5.05	322	1,941	57%	\$5.05	372	2,027	60%	\$4.85	312	1,734	51%
0900 - 1000	\$4.00	453	1,944	57%	\$4.00	326	2,158	63%	\$4.00	287	1,961	58%	\$4.00	319	2,135	63%	\$4.00	280	1,731	51%

AM Time	Monday 11/19/18				Tuesday 11/20/18				Wednesday 11/21/18				Thursday 11/22/18				Friday 11/23/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.00	774	2,493	73%	\$3.00	766	2,377	70%	\$3.00	722	1,959	58%	\$1.65	56	110	3%	\$1.65	92	219	6%
0500 - 0600	\$4.85	853	2,479	73%	\$4.85	904	2,551	75%	\$5.05	785	2,356	69%	\$1.65	54	147	4%	\$1.65	133	362	11%
0600 - 0700	\$5.05	525	2,021	59%	\$5.05	479	1,895	56%	\$5.20	450	1,826	54%	\$1.65	49	159	5%	\$2.45	135	434	13%
0700 - 0800	\$5.55	456	2,037	60%	\$5.55	429	1,849	54%	\$5.65	401	1,595	47%	\$1.65	84	240	7%	\$3.00	131	457	13%
0800 - 0900	\$5.05	422	2,121	62%	\$5.05	407	1,938	57%	\$5.65	337	1,662	49%	\$1.65	154	403	12%	\$3.00	156	614	18%
0900 - 1000	\$4.00	425	2,082	61%	\$4.00	401	2,041	60%	\$5.20	355	1,403	41%	\$2.45	320	701	21%	\$3.75	331	953	28%

AM Time	Monday 11/26/18				Tuesday 11/27/18				Wednesday 11/28/18				Thursday 11/29/18				Friday 11/30/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.00	838	2,577	76%	\$3.00	796	2,418	71%	\$3.00	787	2,470	73%	\$3.00	752	2,329	69%	\$3.00	698	2,031	60%
0500 - 0600	\$4.85	895	2,522	74%	\$4.85	975	2,635	78%	\$4.85	844	2,408	71%	\$4.85	793	2,391	70%	\$4.60	766	2,363	70%
0600 - 0700	\$5.05	597	2,056	60%	\$5.05	575	1,999	59%	\$5.05	630	2,097	62%	\$5.05	590	1,989	59%	\$4.85	591	1,919	56%
0700 - 0800	\$5.55	453	1,960	58%	\$5.55	500	2,149	63%	\$5.55	510	2,205	65%	\$5.55	428	1,859	55%	\$5.40	412	1,805	53%
0800 - 0900	\$5.05	360	2,007	59%	\$5.05	346	2,229	66%	\$5.05	371	2,146	63%	\$5.05	307	1,874	55%	\$4.85	311	1,867	55%
0900 - 1000	\$4.00	314	1,974	58%	\$4.00	305	2,149	63%	\$4.00	290	2,199	65%	\$4.00	273	1,839	54%	\$4.00	261	1,611	47%

2.1d OCTA Violation Collection

“Customers” are FasTrak account holders with any FasTrak toll facility in California; “Non-customer Violations” are considered true violators who travel the 91 Express Lanes without a valid FasTrak account.

COLLECTION EFFORTS	November-18		Q2 To-Date		FY 2018-19 To-Date	
	Records	Recovered	Records	Recovered	Records	Recovered
COFIROUTE RECOVERED						
Customer Violations	20,056	78,270	44,513	167,769	112,393	421,412
Non-customer Violations	7,518	203,323	16,344	439,525	43,582	1,160,477
Cofiroute Collection Totals:	27,574	\$ 281,593	60,857	\$ 607,294	155,975	\$ 1,581,889
COLLECTION AGENCY RECOVERED						
Unresolved Customer Acct Collections	71	5,143	122	8,949	289	21,952
Unresolved Non-customer Violations	1,556	136,566	3,049	271,506	6,451	566,011
Judgments	147	20,889	282	41,810	698	94,216
*Tax Intercept	107	13,086	597	69,353	1,229	146,282
*Lottery Intercept	16	913	52	3,124	92	6,664
Collection Agency Totals:	1,897	\$ 176,597	4,102	\$ 394,742	8,759	835,125
TOTAL COLLECTION:	29,471	\$ 458,190	64,959	\$ 1,002,036	164,734	\$ 2,417,014

*Note: Data is based on activity month when collected. Additional data may be received after the date of this report.

2.2 RCTC – Traffic and Revenue

Total traffic volume on the 91 Express Lanes for November 2018 was 1,226,885; this represents a 30-day average of 40,896 vehicles per day and a 6.5% decrease from the previous month’s total traffic volume of 1,311,938. Potential toll revenue for November was \$4,440,392. This represents a 30-day average of \$148,013 and a 9.6% decrease from the previous month’s potential revenue of \$4,913,634. Carpool percentage for November was 24.4%, which is up from the previous month’s rate of 22.7%.

Month-to-date and year-to-date traffic and revenue data are summarized in the tables below. The following trip and revenue statistics tables represent all trips taken on the 91 Express Lanes and associated potential revenue.

2.2a RCTC Current Month-to-Date as of November 30, 2018

(FY 2018-19 data is for the corresponding month in that fiscal year.)

	NOV-18 MTD Actual	Stantec MTD Projected	# Variance	% Variance	Nov-17 MTD Actual	Yr-to-Yr % Variance
Trips						
Full Toll Lanes	927,903	624,457	303,446	48.6%	915,744	1.3%
3+ Lanes	298,982	226,329	72,653	32.1%	258,159	15.8%
Total Gross Trips	1,226,885	850,786	376,099	44.2%	1,173,903	4.5%
Revenue						
Full Toll Lanes	\$4,408,880	\$1,856,172	\$2,552,708	137.5%	\$3,701,519	19.1%
3+ Lanes	\$31,512	\$0	\$31,512		\$28,277	11.4%
Total Gross Revenue	\$4,440,392	\$1,856,172	\$2,584,220	139.2%	\$3,729,796	19.1%
Average Revenue per Trip						
Average Full Toll Lanes	\$4.75	\$2.97	\$1.78	59.9%	\$4.04	17.6%
Average 3+ Lanes	\$0.11	\$0.00	\$0.11		\$0.11	0.0%
Average Gross Revenue	\$3.62	\$2.18	\$1.44	66.1%	\$3.18	13.8%

Refer to Attachment B1 for Traffic and Potential Revenue history.

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2.2b RCTC Fiscal Year 2018-19 to-Date as of November 30, 2018

(FY 2018-19 data is for the period July 1, 2018 through November 30, 2018; FY 2017-18 data is for the corresponding period in that fiscal year.)

	FY 2018-19 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2017-18 YTD Actual	Yr-to-Yr % Variance
Trips						
Full Toll Lanes	4,886,478	3,116,014	1,770,464	56.8%	4,772,629	2.4%
3+ Lanes	1,541,321	1,084,343	456,978	42.1%	1,293,049	19.2%
Total Gross Trips	6,427,799	4,200,357	2,227,442	53.0%	6,065,678	6.0%
Revenue						
Full Toll Lanes	\$22,910,249	\$9,342,729	\$13,567,520	145.2%	\$18,257,926	25.5%
3+ Lanes	\$174,164	\$0	\$174,164		\$153,280	13.6%
Total Gross Revenue	\$23,084,413	\$9,342,729	\$13,741,684	147.1%	\$18,411,206	25.4%
Average Revenue per Trip						
Average Full Toll Lanes	\$4.69	\$3.00	\$1.69	56.3%	\$3.83	22.5%
Average 3+ Lanes	\$0.11	\$0.00	\$0.11		\$0.12	(8.3%)
Average Gross Revenue	\$3.59	\$2.22	\$1.37	61.7%	\$3.04	18.1%

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2.2c RCTC Eastbound Peak-hour Volume for November 2018

Refer to Attachment B3.1 and B3.2 for a history of Eastbound Peak-hour Volumes.

Eastbound PM Peak - County Line to McKinley

PM Time	Monday 10/29/18				Tuesday 10/30/18				Wednesday 10/31/18				Thursday 11/01/18				Friday 11/02/18			
	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS
1400 - 1500													\$7.55	229	1,269	1,498 E	\$16.40	332	1,197	1,529 E
1500 - 1600													\$9.60	341	1,016	1,357 D	\$16.40	364	934	1,298 D
1600 - 1700													\$8.55	196	786	982 C	\$11.40	233	901	1,134 C
1700 - 1800													\$3.95	248	923	1,171 C	\$7.40	246	973	1,219 D
1800 - 1900													\$3.95	304	888	1,192 C	\$5.05	311	958	1,269 D
1900 - 2000													\$4.05	274	691	965 C	\$3.95	333	879	1,212 D

PM Time	Monday 11/05/18				Tuesday 11/06/18				Wednesday 11/07/18				Thursday 11/08/18				Friday 11/09/18			
	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS
1400 - 1500	\$4.05	240	1,012	1,252 E	\$5.15	227	1,093	1,320 F	\$5.15	259	1,139	1,398 F	\$7.55	256	1,275	1,531 F	\$16.40	321	1,196	1,517 F
1500 - 1600	\$5.05	358	982	1,340 F	\$5.15	362	892	1,254 E	\$6.55	330	994	1,324 F	\$9.60	372	975	1,347 F	\$16.40	351	944	1,295 E
1600 - 1700	\$4.05	224	911	1,135 D	\$4.05	193	921	1,114 D	\$3.95	240	970	1,210 E	\$8.55	224	942	1,166 D	\$11.40	258	1,019	1,277 E
1700 - 1800	\$4.05	229	882	1,111 D	\$4.05	250	865	1,115 D	\$3.95	211	783	994 C	\$3.95	244	945	1,189 D	\$7.40	267	953	1,220 E
1800 - 1900	\$4.05	292	754	1,046 D	\$4.05	318	857	1,175 D	\$3.95	273	796	1,069 D	\$3.95	311	934	1,245 E	\$5.05	369	954	1,323 F
1900 - 2000	\$2.20	220	571	791 B	\$4.05	254	690	944 C	\$3.95	253	677	930 C	\$4.05	315	850	1,165 D	\$3.95	322	859	1,181 D

PM Time	Monday 11/12/18				Tuesday 11/13/18				Wednesday 11/14/18				Thursday 11/15/18				Friday 11/16/18			
	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS
1400 - 1500	\$4.05	252	803	1,055 D	\$5.15	227	946	1,173 D	\$5.15	260	1,099	1,359 F	\$7.55	267	1,186	1,453 F	\$17.70	311	1,193	1,504 F
1500 - 1600	\$5.05	329	876	1,205 E	\$5.15	348	916	1,264 E	\$6.55	337	993	1,330 F	\$9.60	327	1,019	1,346 F	\$17.70	367	916	1,283 E
1600 - 1700	\$4.05	219	858	1,077 D	\$4.05	206	946	1,152 D	\$3.95	213	928	1,141 D	\$8.55	211	853	1,064 D	\$11.40	237	891	1,128 D
1700 - 1800	\$4.05	289	728	1,017 D	\$4.05	257	854	1,111 D	\$3.95	220	894	1,114 D	\$3.95	265	895	1,160 D	\$6.70	261	980	1,241 E
1800 - 1900	\$4.05	278	585	863 C	\$4.05	289	914	1,203 E	\$3.95	298	962	1,260 E	\$3.95	384	1,218	1,602 F	\$6.70	342	899	1,241 E
1900 - 2000	\$2.20	207	428	635 B	\$4.05	224	658	892 C	\$3.95	270	778	1,048 D	\$4.05	250	680	930 C	\$5.15	310	936	1,246 E

PM Time	Monday 11/19/18				Tuesday 11/20/18				Wednesday 11/21/18				Thursday 11/22/18				Friday 11/23/18			
	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS
1400 - 1500	\$4.05	288	1,122	1,410 F	\$5.15	331	1,194	1,525 F	\$13.65	615	2,366	2,981 F	\$4.05	393	766	1,159 D	\$4.05	233	510	743 B
1500 - 1600	\$5.05	373	981	1,354 F	\$5.15	311	932	1,243 E	\$10.60	446	2,228	2,674 F	\$4.05	313	617	930 C	\$2.20	192	462	654 B
1600 - 1700	\$4.05	258	964	1,222 E	\$4.05	264	1,011	1,275 E	\$8.55	751	2,352	3,103 F	\$4.05	352	638	990 C	\$2.20	216	404	620 B
1700 - 1800	\$4.05	273	852	1,125 D	\$4.05	334	971	1,305 F	\$6.70	760	2,213	2,973 F	\$4.05	351	588	939 C	\$2.20	180	352	532 B
1800 - 1900	\$4.05	296	804	1,100 D	\$4.05	329	920	1,249 E	\$4.05	418	1,044	1,462 F	\$4.05	349	498	847 C	\$2.20	174	260	434 B
1900 - 2000	\$2.20	271	688	959 C	\$4.05	328	792	1,120 D	\$4.05	232	541	773 B	\$4.05	400	529	929 C	\$1.50	166	216	382 A

PM Time	Monday 11/26/18				Tuesday 11/27/18				Wednesday 11/28/18				Thursday 11/29/18				Friday 11/30/18			
	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS
1400 - 1500	\$4.05	227	1,006	1,233 E	\$5.15	225	1,046	1,271 E	\$5.15	257	1,090	1,347 F	\$7.55	205	1,034	1,239 E	\$17.70	291	1,163	1,454 F
1500 - 1600	\$5.05	307	892	1,199 D	\$5.15	346	903	1,249 E	\$6.55	375	1,007	1,382 F	\$9.60	290	862	1,152 D	\$17.70	358	869	1,227 E
1600 - 1700	\$4.05	222	842	1,064 D	\$4.05	199	930	1,129 D	\$3.95	230	974	1,204 E	\$8.55	148	748	896 C	\$11.40	195	939	1,134 D
1700 - 1800	\$4.05	242	801	1,043 D	\$4.05	240	898	1,138 D	\$3.95	239	852	1,091 D	\$3.95	186	676	862 C	\$6.70	275	897	1,172 D
1800 - 1900	\$4.05	293	705	998 C	\$4.05	272	859	1,131 D	\$3.95	279	887	1,166 D	\$3.95	236	762	998 C	\$6.70	347	866	1,213 E
1900 - 2000	\$2.20	184	510	694 B	\$4.05	216	669	885 C	\$3.95	286	841	1,127 D	\$4.05	190	547	737 B	\$5.15	294	773	1,067 D

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Eastbound PM Peak - County Line to I-15 South

PM Time	Monday 10/29/18					Tuesday 10/30/18					Wednesday 10/31/18					Thursday 11/01/18					Friday 11/02/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500																\$5.05	114	777	891	C	\$5.15	129	784	913	C
1500 - 1600																\$5.15	184	696	880	C	\$2.80	163	582	745	B
1600 - 1700																\$2.80	118	590	708	B	\$2.85	121	562	683	B
1700 - 1800																\$2.85	125	581	706	B	\$2.85	127	586	713	B
1800 - 1900																\$2.85	144	538	682	B	\$2.85	180	556	736	B
1900 - 2000																\$2.85	145	466	611	B	\$2.85	160	399	559	B

PM Time	Monday 11/05/18					Tuesday 11/06/18					Wednesday 11/07/18					Thursday 11/08/18					Friday 11/09/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.85	104	649	753	B	\$5.15	108	731	839	C	\$5.05	118	714	832	C	\$5.05	122	791	913	C	\$5.15	135	738	873	C
1500 - 1600	\$2.85	180	674	854	C	\$2.80	150	605	755	B	\$5.15	156	650	806	C	\$5.15	140	668	808	C	\$2.80	171	574	745	B
1600 - 1700	\$2.85	106	645	751	B	\$2.85	119	595	714	B	\$2.85	122	633	755	B	\$2.80	129	551	680	B	\$2.85	104	571	675	B
1700 - 1800	\$2.85	140	614	754	B	\$2.85	118	547	665	B	\$2.85	119	511	630	B	\$2.85	142	590	732	B	\$2.85	133	543	676	B
1800 - 1900	\$2.85	154	508	662	B	\$2.85	153	601	754	B	\$2.85	132	491	623	B	\$2.85	142	561	703	B	\$2.85	171	493	664	B
1900 - 2000	\$2.85	116	361	477	B	\$2.85	143	532	675	B	\$2.85	157	454	611	B	\$2.85	170	562	732	B	\$2.85	159	449	608	B

PM Time	Monday 11/12/18					Tuesday 11/13/18					Wednesday 11/14/18					Thursday 11/15/18					Friday 11/16/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.85	145	502	647	B	\$5.15	116	638	754	B	\$5.05	103	658	761	B	\$5.05	117	806	923	C	\$5.15	141	754	895	C
1500 - 1600	\$2.85	192	609	801	C	\$2.80	152	603	755	B	\$5.15	157	635	792	B	\$5.15	152	707	859	C	\$2.80	181	632	813	C
1600 - 1700	\$2.85	127	554	681	B	\$2.85	105	607	712	B	\$2.85	106	616	722	B	\$2.80	124	586	710	B	\$2.85	113	583	696	B
1700 - 1800	\$2.85	131	484	615	B	\$2.85	142	575	717	B	\$2.85	123	515	638	B	\$2.85	139	516	655	B	\$2.85	158	552	710	B
1800 - 1900	\$2.85	155	399	554	B	\$2.85	161	558	719	B	\$2.85	162	584	746	B	\$2.85	82	238	320	A	\$2.85	151	537	688	B
1900 - 2000	\$2.85	135	285	420	B	\$2.85	140	444	584	B	\$2.85	168	499	667	B	\$2.85	146	526	672	B	\$2.85	190	541	731	B

PM Time	Monday 11/19/18					Tuesday 11/20/18					Wednesday 11/21/18					Thursday 11/22/18					Friday 11/23/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.85	142	664	806	C	\$5.15	171	684	855	C	\$2.85	42	125	167	A	\$2.85	189	357	546	B	\$1.90	128	283	411	B
1500 - 1600	\$2.85	178	659	837	C	\$2.80	128	542	670	B	\$2.85	109	304	413	B	\$2.85	169	342	511	B	\$1.90	139	261	400	A
1600 - 1700	\$2.85	141	620	761	B	\$2.85	158	591	749	B	\$2.85	23	44	67	A	\$2.85	185	346	531	B	\$1.90	125	214	339	A
1700 - 1800	\$2.85	139	538	677	B	\$2.85	162	564	726	B	\$2.85	13	42	55	A	\$2.85	249	337	586	B	\$1.90	136	217	353	A
1800 - 1900	\$2.85	156	489	645	B	\$2.85	172	542	714	B	\$2.85	110	292	402	B	\$2.85	277	314	591	B	\$1.90	118	157	275	A
1900 - 2000	\$2.85	161	406	567	B	\$2.85	201	510	711	B	\$2.85	140	304	444	B	\$2.85	361	331	692	B	\$1.90	117	135	252	A

PM Time	Monday 11/26/18					Tuesday 11/27/18					Wednesday 11/28/18					Thursday 11/29/18					Friday 11/30/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.85	117	646	763	B	\$5.15	125	716	841	C	\$5.05	108	653	761	B	\$5.05	108	643	751	B	\$5.15	137	762	899	C
1500 - 1600	\$2.85	162	634	796	B	\$2.80	163	611	774	B	\$5.15	175	681	856	C	\$5.15	120	632	752	B	\$2.80	158	574	732	B
1600 - 1700	\$2.85	122	537	659	B	\$2.85	108	636	744	B	\$2.85	128	694	822	C	\$2.80	98	520	618	B	\$2.85	118	581	699	B
1700 - 1800	\$2.85	133	591	724	B	\$2.85	113	611	724	B	\$2.85	124	517	641	B	\$2.85	89	427	516	B	\$2.85	126	533	659	B
1800 - 1900	\$2.85	136	522	658	B	\$2.85	123	495	618	B	\$2.85	130	569	699	B	\$2.85	132	433	565	B	\$2.85	161	521	682	B
1900 - 2000	\$2.85	109	355	464	B	\$2.85	136	502	638	B	\$2.85	172	595	767	B	\$2.85	95	372	467	B	\$2.85	148	455	603	B

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Eastbound PM Peak Total

PM Time	Monday 10/29/18			Tuesday 10/30/18			Wednesday 10/31/18			Thursday 11/01/18			Friday 11/02/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
1400 - 1500										343	2,046	2,389	461	1,981	2,442
1500 - 1600										525	1,712	2,237	527	1,516	2,043
1600 - 1700										314	1,376	1,690	354	1,463	1,817
1700 - 1800										373	1,504	1,877	373	1,559	1,932
1800 - 1900										448	1,426	1,874	491	1,514	2,005
1900 - 2000										419	1,157	1,576	493	1,278	1,771

PM Time	Monday 11/05/18			Tuesday 11/06/18			Wednesday 11/07/18			Thursday 11/08/18			Friday 11/09/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
1400 - 1500	344	1,661	2,005	335	1,824	2,159	377	1,853	2,230	378	2,066	2,444	456	1,934	2,390
1500 - 1600	538	1,656	2,194	512	1,497	2,009	486	1,644	2,130	512	1,643	2,155	522	1,518	2,040
1600 - 1700	330	1,556	1,886	312	1,516	1,828	362	1,603	1,965	353	1,493	1,846	362	1,590	1,952
1700 - 1800	369	1,496	1,865	368	1,412	1,780	330	1,294	1,624	386	1,535	1,921	400	1,496	1,896
1800 - 1900	446	1,262	1,708	471	1,458	1,929	405	1,287	1,692	453	1,495	1,948	540	1,447	1,987
1900 - 2000	336	932	1,268	397	1,222	1,619	410	1,131	1,541	485	1,412	1,897	481	1,308	1,789

PM Time	Monday 11/12/18			Tuesday 11/13/18			Wednesday 11/14/18			Thursday 11/15/18			Friday 11/16/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
1400 - 1500	397	1,305	1,702	343	1,584	1,927	363	1,757	2,120	384	1,992	2,376	452	1,947	2,399
1500 - 1600	521	1,485	2,006	500	1,519	2,019	494	1,628	2,122	479	1,726	2,205	548	1,548	2,096
1600 - 1700	346	1,412	1,758	311	1,553	1,864	319	1,544	1,863	335	1,439	1,774	350	1,474	1,824
1700 - 1800	420	1,212	1,632	399	1,429	1,828	343	1,409	1,752	404	1,411	1,815	419	1,532	1,951
1800 - 1900	433	984	1,417	450	1,472	1,922	460	1,546	2,006	466	1,456	1,922	493	1,436	1,929
1900 - 2000	342	713	1,055	364	1,102	1,466	438	1,277	1,715	396	1,206	1,602	500	1,477	1,977

PM Time	Monday 11/19/18			Tuesday 11/20/18			Wednesday 11/21/18			Thursday 11/22/18			Friday 11/23/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
1400 - 1500	430	1,786	2,216	502	1,878	2,380	657	2,491	3,148	582	1,123	1,705	361	793	1,154
1500 - 1600	551	1,640	2,191	439	1,474	1,913	555	2,532	3,087	482	959	1,441	331	723	1,054
1600 - 1700	399	1,584	1,983	422	1,602	2,024	774	2,396	3,170	537	984	1,521	341	618	959
1700 - 1800	412	1,390	1,802	496	1,535	2,031	773	2,255	3,028	600	925	1,525	316	569	885
1800 - 1900	452	1,293	1,745	501	1,462	1,963	528	1,336	1,864	626	812	1,438	292	417	709
1900 - 2000	432	1,094	1,526	529	1,302	1,831	372	845	1,217	761	860	1,621	283	351	634

PM Time	Monday 11/26/18			Tuesday 11/27/18			Wednesday 11/28/18			Thursday 11/29/18			Friday 11/30/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
1400 - 1500	344	1,652	1,996	350	1,762	2,112	365	1,743	2,108	313	1,677	1,990	428	1,925	2,353
1500 - 1600	469	1,526	1,995	509	1,514	2,023	550	1,688	2,238	410	1,494	1,904	516	1,443	1,959
1600 - 1700	344	1,379	1,723	307	1,566	1,873	358	1,668	2,026	246	1,268	1,514	313	1,520	1,833
1700 - 1800	375	1,392	1,767	353	1,509	1,862	363	1,369	1,732	275	1,103	1,378	401	1,430	1,831
1800 - 1900	429	1,227	1,656	395	1,354	1,749	409	1,456	1,865	368	1,195	1,563	508	1,387	1,895
1900 - 2000	293	865	1,158	352	1,171	1,523	458	1,436	1,894	285	919	1,204	442	1,228	1,670

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2.2d RCTC Westbound Peak-hour Volume for November 2018

Refer to Attachment B3.3 and B3.4 for a history of Westbound Peak-hour Volumes.

Westbound AM Peak - McKinley to County Line

AM Time	Monday 10/29/18				Tuesday 10/30/18				Wednesday 10/31/18				Thursday 11/01/18				Friday 11/02/18					
	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS		
0400 - 0500													\$6.55	392	1,089	1,481	E	\$3.95	366	754	1,120	C
0500 - 0600													\$16.90	442	737	1,179	C	\$7.90	424	1,103	1,527	E
0600 - 0700													\$15.15	344	957	1,301	D	\$7.15	385	1,138	1,523	E
0700 - 0800													\$10.90	344	1,211	1,555	E	\$6.70	317	1,163	1,480	E
0800 - 0900													\$7.90	189	1,244	1,433	E	\$5.15	190	967	1,157	C
0900 - 1000													\$3.95	175	1,333	1,508	E	\$4.05	148	742	890	C

AM Time	Monday 11/05/18				Tuesday 11/06/18				Wednesday 11/07/18				Thursday 11/08/18				Friday 11/09/18								
	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS					
0400 - 0500	\$6.55	395	984	1,379	F	\$6.55	398	1,098	1,496	F	\$6.55	392	1,105	1,497	F	\$6.55	389	945	1,334	E	\$3.95	383	789	1,172	D
0500 - 0600	\$17.90	548	867	1,415	F	\$16.15	566	870	1,436	F	\$17.15	480	662	1,142	D	\$16.90	474	720	1,194	D	\$7.90	455	1,025	1,480	F
0600 - 0700	\$16.55	326	785	1,111	D	\$16.15	356	885	1,241	E	\$15.15	404	970	1,374	F	\$15.15	427	964	1,391	F	\$7.15	401	1,207	1,608	F
0700 - 0800	\$11.90	339	1,213	1,552	F	\$11.90	322	1,324	1,646	F	\$12.65	380	1,343	1,723	F	\$10.90	363	1,555	1,918	F	\$6.70	319	1,092	1,411	F
0800 - 0900	\$7.15	221	1,397	1,618	F	\$7.15	199	1,273	1,472	F	\$7.15	224	1,322	1,546	F	\$7.90	221	1,335	1,556	F	\$5.15	212	1,017	1,229	E
0900 - 1000	\$4.05	183	1,057	1,240	E	\$5.05	172	1,219	1,391	F	\$3.95	150	1,017	1,167	D	\$3.95	186	1,090	1,276	E	\$4.05	164	740	904	C

AM Time	Monday 11/12/18				Tuesday 11/13/18				Wednesday 11/14/18				Thursday 11/15/18				Friday 11/16/18								
	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS					
0400 - 0500	\$6.55	236	696	932	C	\$6.55	367	1,019	1,386	F	\$6.55	446	1,073	1,519	F	\$6.55	426	1,053	1,479	F	\$3.95	384	693	1,077	D
0500 - 0600	\$18.90	340	583	923	C	\$17.45	569	834	1,403	F	\$18.45	490	655	1,145	D	\$18.20	501	704	1,205	E	\$7.90	484	1,092	1,576	F
0600 - 0700	\$17.55	229	679	908	C	\$17.15	349	765	1,114	D	\$16.15	409	963	1,372	F	\$16.15	387	933	1,320	E	\$7.15	390	1,151	1,541	F
0700 - 0800	\$13.20	231	753	984	C	\$13.20	335	1,192	1,527	F	\$13.95	335	1,274	1,609	F	\$12.20	341	1,292	1,633	F	\$6.70	301	1,146	1,447	F
0800 - 0900	\$8.45	192	765	957	C	\$8.45	240	1,368	1,608	F	\$8.45	249	1,287	1,536	F	\$9.20	252	1,272	1,524	F	\$5.15	213	1,088	1,301	E
0900 - 1000	\$4.05	210	702	912	C	\$5.05	183	1,175	1,358	F	\$3.95	166	981	1,147	D	\$3.95	192	1,178	1,370	F	\$4.05	140	760	900	C

AM Time	Monday 11/19/18				Tuesday 11/20/18				Wednesday 11/21/18				Thursday 11/22/18				Friday 11/23/18								
	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS					
0400 - 0500	\$6.55	418	1,116	1,534	F	\$6.55	380	1,077	1,457	F	\$7.45	402	701	1,103	D	\$1.50	13	30	43	A	\$1.50	40	70	110	A
0500 - 0600	\$18.90	529	900	1,429	F	\$17.45	587	995	1,582	F	\$6.70	445	1,090	1,535	F	\$1.50	22	39	61	A	\$1.50	71	132	203	A
0600 - 0700	\$17.55	321	900	1,221	E	\$17.15	280	836	1,116	D	\$6.70	324	977	1,301	E	\$1.50	22	52	74	A	\$1.50	54	202	256	A
0700 - 0800	\$13.20	307	1,213	1,520	F	\$13.20	307	1,154	1,461	F	\$6.70	257	970	1,227	E	\$1.50	44	80	124	A	\$1.50	77	237	314	A
0800 - 0900	\$8.45	250	1,262	1,512	F	\$8.45	250	1,233	1,483	F	\$4.05	222	878	1,100	D	\$1.50	74	136	210	A	\$1.50	108	275	383	A
0900 - 1000	\$4.05	215	997	1,212	E	\$5.05	199	918	1,117	D	\$2.20	197	659	856	C	\$2.20	142	215	357	A	\$2.20	145	322	467	B

AM Time	Monday 11/26/18				Tuesday 11/27/18				Wednesday 11/28/18				Thursday 11/29/18				Friday 11/30/18								
	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS					
0400 - 0500	\$6.55	436	1,112	1,548	F	\$6.55	410	1,032	1,442	F	\$6.55	403	1,146	1,549	F	\$6.55	376	1,045	1,421	F	\$3.95	375	742	1,117	D
0500 - 0600	\$18.90	553	922	1,475	F	\$17.45	590	875	1,465	F	\$18.45	526	712	1,238	E	\$18.20	421	648	1,069	D	\$7.90	461	981	1,442	F
0600 - 0700	\$17.55	337	890	1,227	E	\$17.15	318	736	1,054	D	\$16.15	403	1,113	1,516	F	\$16.15	329	904	1,233	E	\$7.15	399	1,146	1,545	F
0700 - 0800	\$13.20	335	1,164	1,499	F	\$13.20	361	1,189	1,550	F	\$13.95	363	1,256	1,619	F	\$12.20	314	1,071	1,385	F	\$6.70	302	1,135	1,437	F
0800 - 0900	\$8.45	242	1,357	1,599	F	\$8.45	242	1,402	1,644	F	\$8.45	253	1,390	1,643	F	\$9.20	226	1,149	1,375	F	\$5.15	200	1,111	1,311	E
0900 - 1000	\$4.05	160	1,037	1,197	D	\$5.05	174	1,252	1,426	F	\$3.95	170	1,175	1,345	E	\$3.95	172	1,173	1,345	E	\$4.05	133	773	906	C

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Westbound AM Peak - I-15 North to County Line

AM Time	Monday 10/29/18					Tuesday 10/30/18					Wednesday 10/31/18					Thursday 11/01/18					Friday 11/02/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500																\$5.05	245	713	958	C	\$2.85	190	613	803	C
0500 - 0600																\$12.40	374	1,083	1,457	E	\$5.15	235	1,009	1,244	D
0600 - 0700																\$13.40	368	1,024	1,392	D	\$6.65	281	917	1,198	C
0700 - 0800																\$10.40	223	1,156	1,379	D	\$5.15	174	870	1,044	C
0800 - 0900																\$6.65	136	1,075	1,211	D	\$5.15	118	831	949	C
0900 - 1000																\$5.15	112	864	976	C	\$2.85	112	629	741	B

AM Time	Monday 11/05/18					Tuesday 11/06/18					Wednesday 11/07/18					Thursday 11/08/18					Friday 11/09/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$5.05	260	813	1,073	D	\$5.05	272	772	1,044	D	\$5.05	254	730	984	C	\$5.05	252	722	974	C	\$2.85	180	634	814	C
0500 - 0600	\$16.40	375	975	1,350	E	\$14.40	340	1,029	1,369	E	\$14.40	381	1,065	1,446	F	\$12.40	365	1,061	1,426	F	\$5.15	322	990	1,312	E
0600 - 0700	\$15.40	321	1,070	1,391	E	\$13.40	348	1,091	1,439	F	\$15.40	339	981	1,320	E	\$13.40	374	1,006	1,380	E	\$6.65	293	945	1,238	E
0700 - 0800	\$11.40	250	1,163	1,413	F	\$9.40	243	1,198	1,441	F	\$11.40	245	1,233	1,478	F	\$10.40	241	1,249	1,490	F	\$5.15	168	884	1,052	D
0800 - 0900	\$6.50	154	1,200	1,354	E	\$6.50	180	1,269	1,449	F	\$6.50	139	1,150	1,289	E	\$6.65	134	1,104	1,238	E	\$5.15	114	813	927	C
0900 - 1000	\$5.05	103	862	965	C	\$5.15	104	966	1,070	D	\$5.15	102	841	943	C	\$5.15	120	882	1,002	D	\$2.85	88	563	651	B

AM Time	Monday 11/12/18					Tuesday 11/13/18					Wednesday 11/14/18					Thursday 11/15/18					Friday 11/16/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$5.05	158	458	616	B	\$5.05	274	795	1,069	D	\$5.05	257	738	995	C	\$5.05	262	725	987	C	\$2.85	220	644	864	C
0500 - 0600	\$17.40	216	666	882	C	\$15.40	355	1,029	1,384	E	\$15.70	324	1,029	1,353	E	\$13.70	378	1,107	1,485	F	\$5.15	283	1,016	1,299	E
0600 - 0700	\$16.40	201	800	1,001	D	\$14.70	367	1,107	1,474	F	\$16.70	352	1,050	1,402	F	\$14.70	337	1,055	1,392	E	\$6.65	300	871	1,171	D
0700 - 0800	\$12.40	123	645	768	B	\$10.70	265	1,185	1,450	F	\$12.70	245	1,232	1,477	F	\$11.70	241	1,168	1,409	F	\$5.15	179	930	1,109	D
0800 - 0900	\$8.55	109	594	703	B	\$8.55	155	1,195	1,350	E	\$8.55	125	1,027	1,152	D	\$6.65	140	1,058	1,198	D	\$5.15	108	787	895	C
0900 - 1000	\$5.05	137	507	644	B	\$5.15	118	875	993	C	\$5.15	121	827	948	C	\$5.15	93	877	970	C	\$2.85	90	596	686	B

AM Time	Monday 11/19/18					Tuesday 11/20/18					Wednesday 11/21/18					Thursday 11/22/18					Friday 11/23/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$5.05	261	774	1,035	D	\$5.05	273	712	985	C	\$5.15	229	589	818	C	\$1.90	26	22	48	A	\$1.90	29	63	92	A
0500 - 0600	\$17.40	366	969	1,335	E	\$15.40	382	991	1,373	E	\$8.55	332	811	1,143	D	\$1.90	18	49	67	A	\$1.90	42	125	167	A
0600 - 0700	\$16.40	300	1,154	1,454	F	\$14.70	280	1,073	1,353	E	\$5.15	215	884	1,099	D	\$1.90	16	54	70	A	\$1.90	57	124	181	A
0700 - 0800	\$12.40	220	1,165	1,385	E	\$10.70	189	928	1,117	D	\$2.85	141	758	899	C	\$1.90	31	67	98	A	\$1.90	47	130	177	A
0800 - 0900	\$8.55	173	1,015	1,188	D	\$8.55	162	860	1,022	D	\$2.85	112	692	804	C	\$1.90	61	114	175	A	\$1.90	43	213	256	A
0900 - 1000	\$5.05	154	618	772	B	\$5.15	147	665	812	C	\$2.85	95	468	563	B	\$1.90	121	217	338	A	\$1.90	105	288	393	A

AM Time	Monday 11/26/18					Tuesday 11/27/18					Wednesday 11/28/18					Thursday 11/29/18					Friday 11/30/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$5.05	276	825	1,101	D	\$5.05	258	742	1,000	C	\$5.05	269	768	1,037	D	\$5.05	245	672	917	C	\$2.85	220	606	826	C
0500 - 0600	\$17.40	375	1,000	1,375	E	\$15.40	412	1,049	1,461	F	\$15.70	357	1,050	1,407	F	\$13.70	300	1,057	1,357	E	\$5.15	306	893	1,199	D
0600 - 0700	\$16.40	312	1,103	1,415	F	\$14.70	330	1,132	1,462	F	\$16.70	345	994	1,339	E	\$14.70	324	981	1,305	E	\$6.65	267	805	1,072	D
0700 - 0800	\$12.40	211	1,068	1,279	E	\$10.70	237	1,125	1,362	E	\$12.70	242	1,181	1,423	F	\$11.70	189	868	1,057	D	\$5.15	159	874	1,033	D
0800 - 0900	\$8.55	154	989	1,143	D	\$8.55	151	1,198	1,349	E	\$8.55	173	1,116	1,289	E	\$6.65	117	932	1,049	D	\$5.15	136	855	991	C
0900 - 1000	\$5.05	123	727	850	C	\$5.15	102	795	897	C	\$5.15	118	833	951	C	\$5.15	57	443	500	B	\$2.85	97	601	698	B

**RFP 0-2352
Exhibit B
Attachment C**

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Westbound AM Peak Total

AM Time	Monday 10/29/18			Tuesday 10/30/18			Wednesday 10/31/18			Thursday 11/01/18			Friday 11/02/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
0400 - 0500										637	1,802	2,439	556	1,367	1,923
0500 - 0600										816	1,820	2,636	659	2,112	2,771
0600 - 0700										712	1,981	2,693	666	2,055	2,721
0700 - 0800										567	2,367	2,934	491	2,033	2,524
0800 - 0900										325	2,319	2,644	308	1,798	2,106
0900 - 1000										287	2,197	2,484	260	1,371	1,631

AM Time	Monday 11/05/18			Tuesday 11/06/18			Wednesday 11/07/18			Thursday 11/08/18			Friday 11/09/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
0400 - 0500	655	1,797	2,452	670	1,870	2,540	646	1,835	2,481	641	1,667	2,308	563	1,423	1,986
0500 - 0600	923	1,842	2,765	906	1,899	2,805	861	1,727	2,588	839	1,781	2,620	777	2,015	2,792
0600 - 0700	647	1,855	2,502	704	1,976	2,680	743	1,951	2,694	801	1,970	2,771	694	2,152	2,846
0700 - 0800	589	2,376	2,965	565	2,522	3,087	625	2,576	3,201	604	2,804	3,408	487	1,976	2,463
0800 - 0900	375	2,597	2,972	379	2,542	2,921	363	2,472	2,835	355	2,439	2,794	326	1,830	2,156
0900 - 1000	286	1,919	2,205	276	2,185	2,461	252	1,858	2,110	306	1,972	2,278	252	1,303	1,555

AM Time	Monday 11/12/18			Tuesday 11/13/18			Wednesday 11/14/18			Thursday 11/15/18			Friday 11/16/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
0400 - 0500	394	1,154	1,548	641	1,814	2,455	703	1,811	2,514	688	1,778	2,466	604	1,337	1,941
0500 - 0600	556	1,249	1,805	924	1,863	2,787	814	1,684	2,498	879	1,811	2,690	767	2,108	2,875
0600 - 0700	430	1,479	1,909	716	1,872	2,588	761	2,013	2,774	724	1,988	2,712	690	2,022	2,712
0700 - 0800	354	1,398	1,752	600	2,377	2,977	580	2,506	3,086	582	2,460	3,042	480	2,076	2,556
0800 - 0900	301	1,359	1,660	395	2,563	2,958	374	2,314	2,688	392	2,330	2,722	321	1,875	2,196
0900 - 1000	347	1,209	1,556	301	2,050	2,351	287	1,808	2,095	285	2,055	2,340	230	1,356	1,586

AM Time	Monday 11/19/18			Tuesday 11/20/18			Wednesday 11/21/18			Thursday 11/22/18			Friday 11/23/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
0400 - 0500	394	1,154	1,548	641	1,814	2,455	703	1,811	2,514	688	1,778	2,466	604	1,337	1,941
0500 - 0600	556	1,249	1,805	924	1,863	2,787	814	1,684	2,498	879	1,811	2,690	767	2,108	2,875
0600 - 0700	430	1,479	1,909	716	1,872	2,588	761	2,013	2,774	724	1,988	2,712	690	2,022	2,712
0700 - 0800	354	1,398	1,752	600	2,377	2,977	580	2,506	3,086	582	2,460	3,042	480	2,076	2,556
0800 - 0900	301	1,359	1,660	395	2,563	2,958	374	2,314	2,688	392	2,330	2,722	321	1,875	2,196
0900 - 1000	347	1,209	1,556	301	2,050	2,351	287	1,808	2,095	285	2,055	2,340	230	1,356	1,586

AM Time	Monday 11/26/18			Tuesday 11/27/18			Wednesday 11/28/18			Thursday 11/29/18			Friday 11/30/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
0400 - 0500	712	1,937	2,649	668	1,774	2,442	672	1,914	2,586	621	1,717	2,338	595	1,348	1,943
0500 - 0600	928	1,922	2,850	1,002	1,924	2,926	883	1,762	2,645	721	1,705	2,426	767	1,874	2,641
0600 - 0700	649	1,993	2,642	648	1,868	2,516	748	2,107	2,855	653	1,885	2,538	666	1,951	2,617
0700 - 0800	546	2,232	2,778	598	2,314	2,912	605	2,437	3,042	503	1,939	2,442	461	2,009	2,470
0800 - 0900	396	2,346	2,742	393	2,600	2,993	426	2,506	2,932	343	2,081	2,424	336	1,966	2,302
0900 - 1000	283	1,764	2,047	276	2,047	2,323	288	2,008	2,296	229	1,616	1,845	230	1,374	1,604

91 Express Lanes November 2018 Status Report
Issued December 14, 2018

2.2e Violation Collection

“Customers” are FasTrak account holders with any FasTrak toll facility in California; “Non-customer Violations” are considered true violators who travel the 91 Express Lanes without a valid FasTrak account.

2.3 Multi Agency Traffic Statistics for the Month of November 2018

**MULTI AGENCY TRIP AND REVENUE STATISTICS
MONTH ENDING November 30, 2018**

Nov-18 MTD	Transactions by Agency	Transactions Using Both Segments	% Using Both Segments	Revenue
Westbound				
OCTA	684,793	429,667	63%	\$ 1,735,050
RCTC	659,672	429,667	65%	\$ 2,803,117
I-15	284,743	193,709	68%	\$ 1,266,792
McKinley	374,929	235,958	63%	\$ 1,536,325
Eastbound				
OCTA	730,551	398,432	55%	\$ 2,520,176
RCTC	567,213	398,432	70%	\$ 1,637,275
I-15	203,975	157,960	77%	\$ 438,546
McKinley	363,238	240,472	66%	\$ 1,198,729

91 Express Lanes November 2018 Status Report
Issued December 14, 2018

2.4 Customer Service and Violation Processing

2.4a Performance Measures

2.4b Incoming Call Activity

DRAFT

91 Express Lanes November 2018 Status Report
Issued December 14, 2018

2.4c Transponder Distribution

. 2.4d Transponder Inventory

2.4e Incoming Email Activity

2.4f Complaints

DRAFT

Refer to Attachment A4 for OCTA – Toll Credits Relative to Traffic Congestion.
Refer to Attachment B4 for RCTC – Toll Credits Relative to Traffic Congestion.

91 Express Lanes November 2018 Status Report
Issued December 14, 2018

2.5 Operations Highlights

DRAFT

Note: Mileage data recorded as of June, 2017

2.5e Finance and Administration

Wire-Transfer Requests Issued for October/November 2018

3. PROJECTS UPDATE

4. STAFFING

5. ATTACHMENTS

5.1a OCTA

- A1 Traffic Volume & Associated Potential Revenue; Most Recent 13-Month Period
- A2 Global Demand 91 Express Lanes vs. SR91 Mainline for the current month
- A3 Eastbound Weekday Peak Volumes for Determining Toll Adjustments
- A4 Toll Credits Relative to Traffic Congestion; Most Recent 6-Month Period

5.1b RCTC

- B1 Traffic Volume & Associated Potential Revenue
- B2 Global Demand 91 Express Lanes vs. SR91 Mainline for the current month
- B3.1–3.2 Eastbound Peak Volumes for Determining Toll Adjustments
- B3.3–3.4 Westbound Peak Volumes for Determining Toll Adjustment
- B4 Toll Credits Relative to Traffic Congestion

91 Express Lanes November 2018 Status Report
Issued December 14, 2018

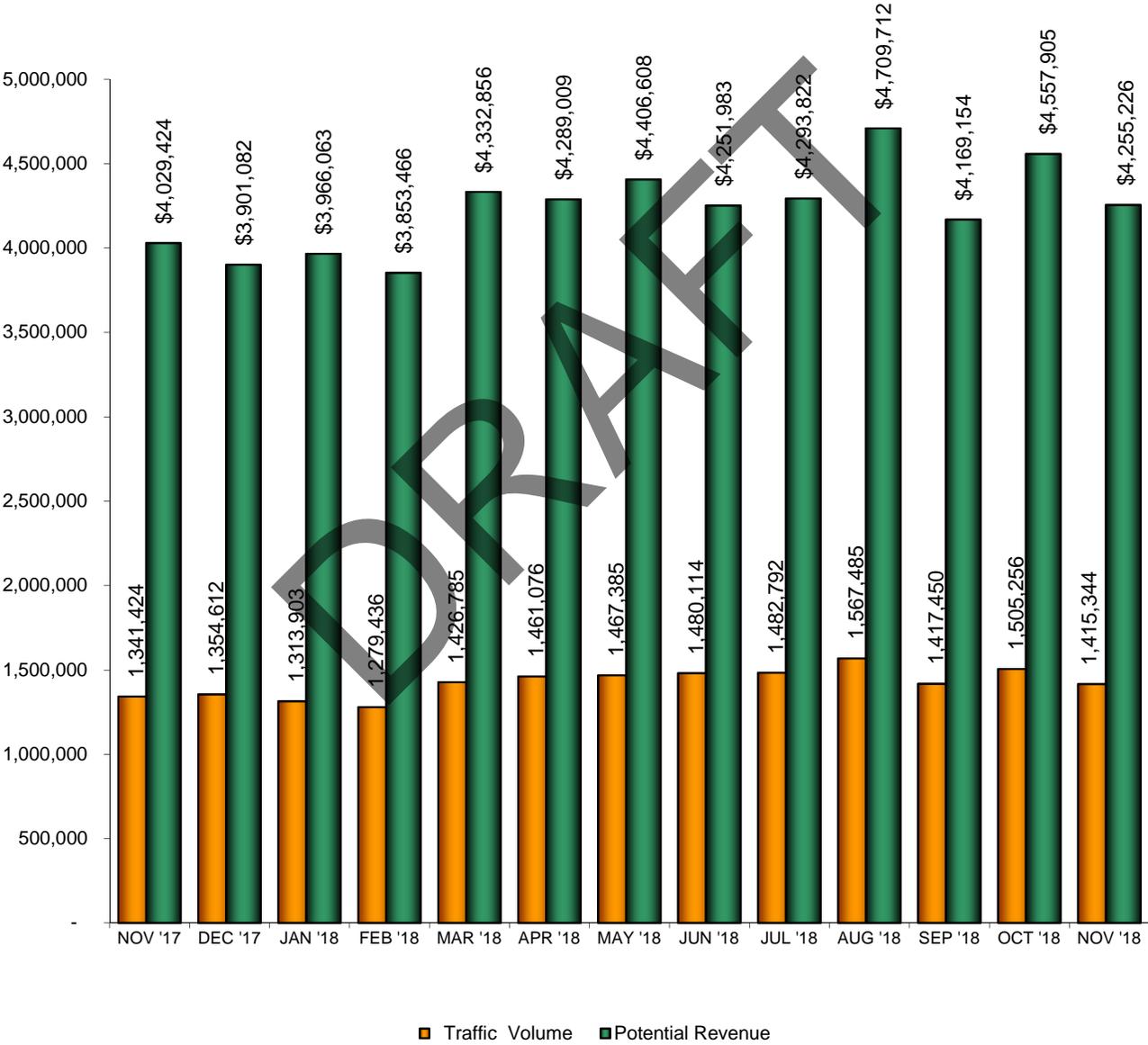
5.1c Combined Agencies

- C1 Transponder Distribution; Most Recent 13-Month Period
- C2 Active Accounts & Transponders Assigned; Most Recent 13-Month Period
- C3 Customer Communication Channel; Most Recent 13-Month Period

DRAFT

OCTA TRAFFIC VOLUME AND ASSOCIATED POTENTIAL REVENUE

Most-recent 13-month Period
 November 2017 through November 2018

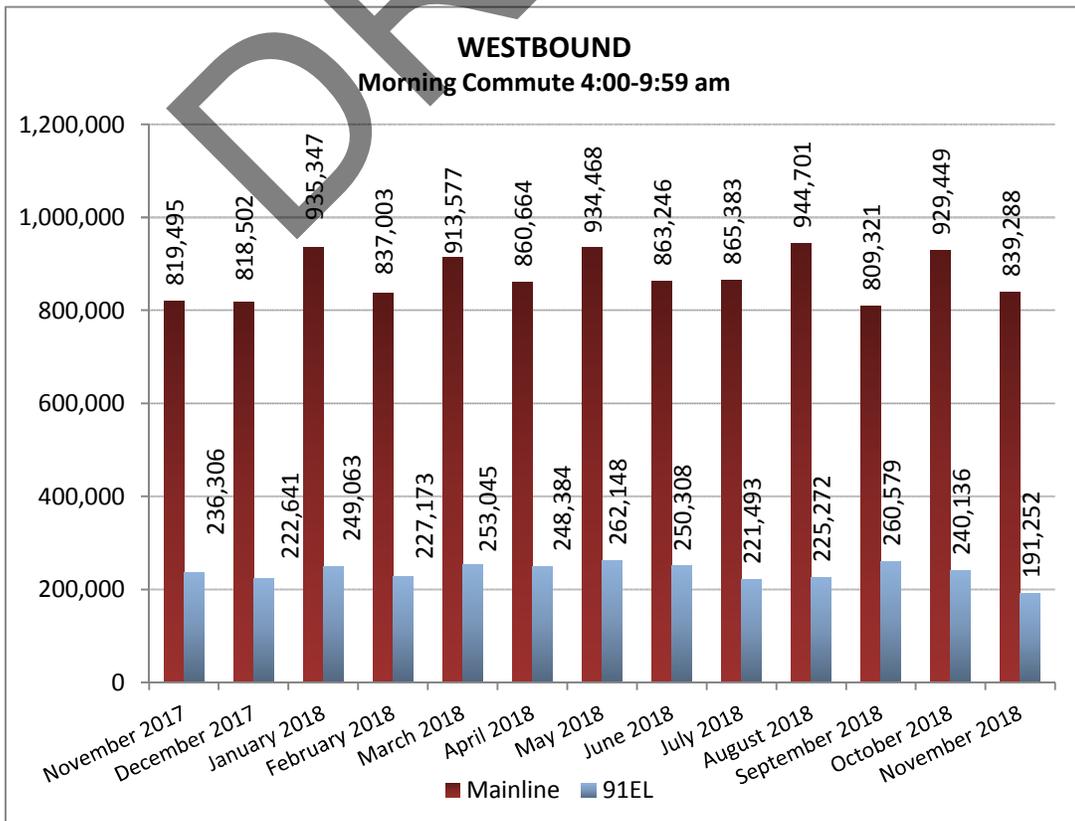
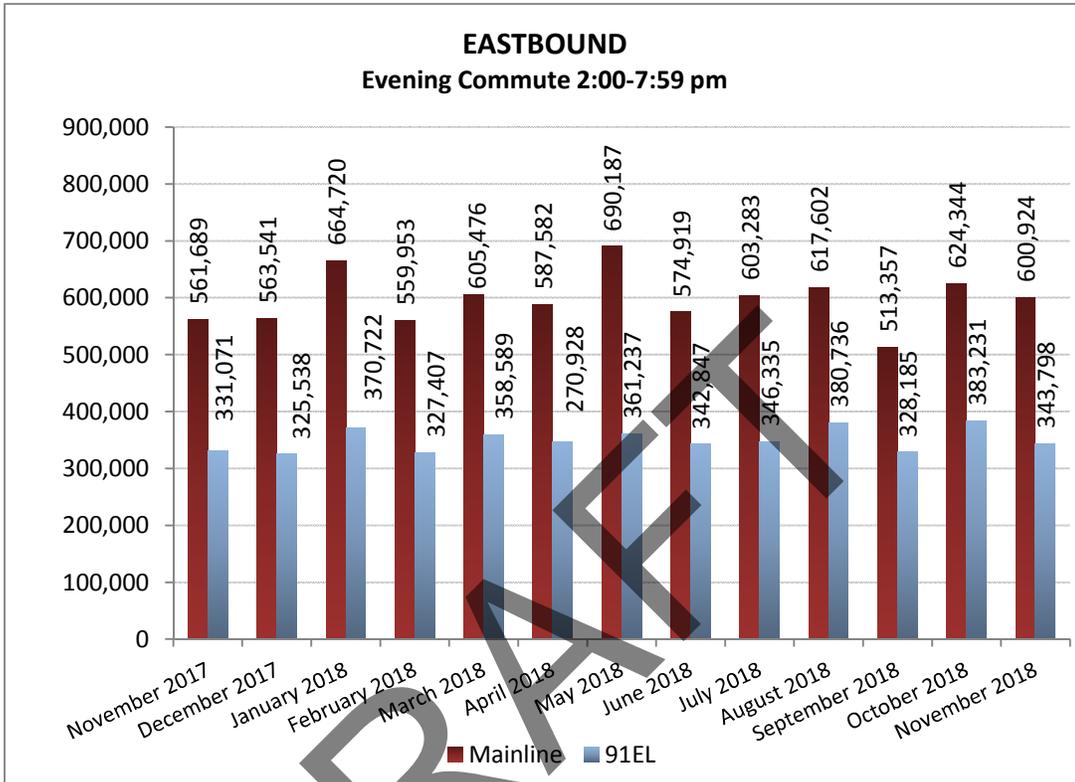


GLOBAL DEMAND
91 EXPRESS LANES vs. SR91 MAINLINE

ATTACHMENT A2

The Total Combined Facility is made up of six lanes in each direction. The 91 Express Lanes provides commuters 33% of those lanes.

November 2018
1,975,262





OCTA WEEKDAY PEAK VOLUMES FOR DETERMINING TOLL ADJUSTMENTS

RFP X-XXXX Exhibit B Attachment C

- CR = Congestion-relief Adjustment in place - 6-month freeze on any increase
- COLA = Cost of Living Adjustment implemented July 1 each FY. No freeze on future adjustments.
- Week containing a Holiday toll adjustment
- Week containing a traffic anomaly, major incident or accident
- 12-week period selected for Congestion-relief Adjustment at beginning of next Quarter
- Most recent 12-consecutive-week period (excluding weeks containing Holidays or Traffic Anomalies)

Traffic volume > 3,128 is flagged for review. When flagged hours occur 6 or more times during the most recent 12-week period and the average flagged-volume is > 3,128, the toll for that day and time will be increased as follows:

- to or < 2,720 previously adjusted hour flagged for possible .50¢ toll reduction
- 2,721 through 3,127 not flagged for adjustment
- to or > 3,128 flag for qualifying hours for possible toll increase
- 3,200 - 3,299 Eligible for .75¢ increase
- to or > 3,300 Eligible for \$1.00 increase

ATTACHMENT A3
FY 2018-19 Congestion-relief Toll Adjustments

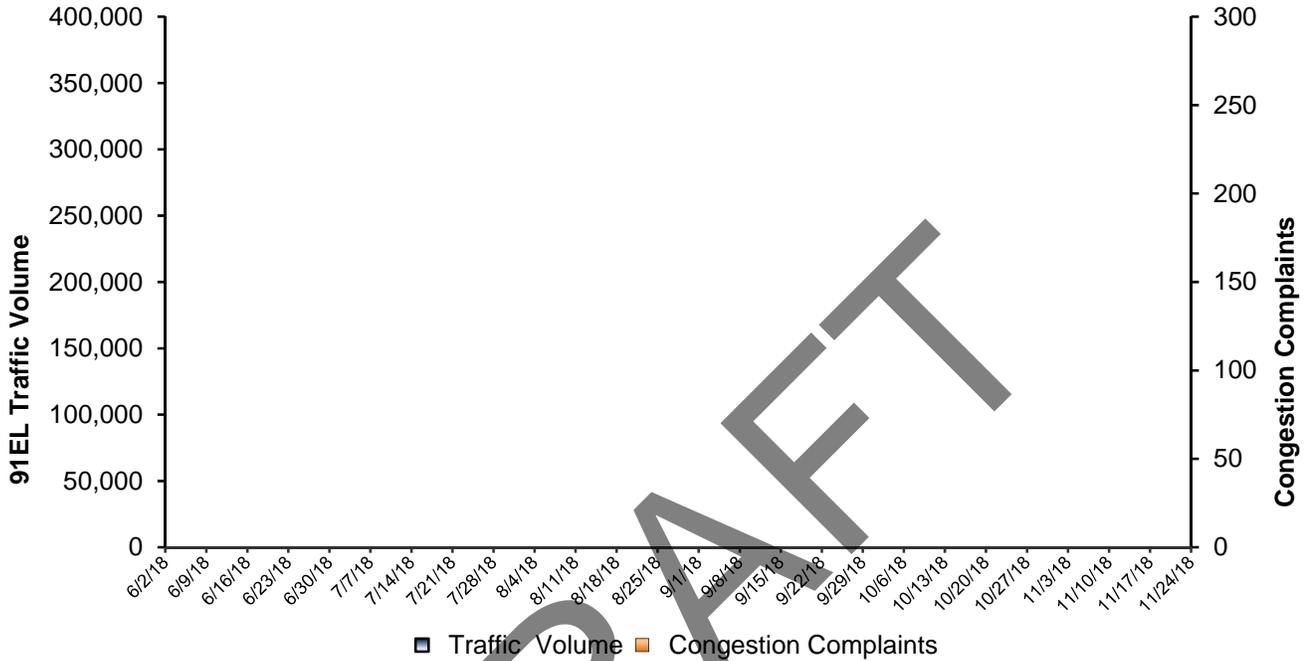
July 1, 2018 Hours received a COLA adjustment for this Quarter
October 1, 2018 5 Hours received adjustments for this Quarter
January 1, 2019
April 1, 2019

FY Week #	Monday - Friday	MONDAY					TUESDAY					WEDNESDAY					THURSDAY					FRIDAY									
		2:00	3:00	4:00	5:00	6:00	7:00	2:00	3:00	4:00	5:00	6:00	7:00	2:00	3:00	4:00	5:00	6:00	7:00	2:00	3:00	4:00	5:00	6:00	7:00	2:00	3:00	4:00	5:00	6:00	7:00
35	Feb 19-23	2,081	2,680	2,294	2,210	1,507	1,131	2,747	3,115	2,561	2,963	2,870	2,306	2,834	3,123	2,604	2,910	3,022	2,214	3,035	3,086	2,617	2,795	3,018	2,322	3,428	2,624	2,728	2,906	2,718	2,215
36	Feb 26-Mar 2	2,429	3,159	2,800	2,865	2,863	1,909	2,535	3,182	2,595	2,860	2,805	1,740	2,959	3,176	2,353	2,971	2,511	3,075	3,211	2,493	2,849	2,846	2,736	3,389	2,776	2,843	2,594	2,208	1,877	
37	Mar 5-9	2,449	2,954	2,465	2,577	3,123	1,810	2,615	3,089	2,644	2,895	2,911	2,462	2,899	3,327	2,657	2,973	2,993	2,410	3,055	3,063	2,594	2,753	2,942	2,895	3,389	2,807	2,940	2,872	2,705	2,105
38	Mar 12-16	2,501	3,057	2,078	2,153	3,012	1,722	2,691	3,283	2,555	2,853	2,855	2,500	2,749	3,262	2,662	2,877	2,759	1,990	2,950	3,100	2,543	2,851	2,831	2,447	3,316	2,644	2,660	2,727	2,991	2,021
39	Mar 19-23	2,375	3,215	2,848	2,953	2,758	1,695	2,556	3,168	2,570	3,051	2,954	2,149	2,846	3,271	2,480	2,957	2,379	1,661	2,918	2,906	2,573	2,429	2,085	1,602	3,274	2,655	2,689	2,902	2,616	2,010
41	Apr 2-6	2,436	3,184	2,879	2,617	2,095	1,460	2,850	3,009	2,451	2,978	2,804	2,206	2,881	2,898	2,617	2,953	2,977	2,636	3,028	2,984	2,500	2,834	3,044	2,374	3,261	2,706	2,721	2,962	2,302	1,817
42	Apr 9-13	2,614	3,075	2,787	3,035	2,797	1,705	2,798	3,198	2,617	3,049	2,987	2,206	2,879	3,250	2,666	2,887	2,689	2,497	3,206	2,959	2,701	2,867	2,917	2,781	3,279	2,741	2,725	2,755	2,890	2,210
43	Apr 16-20	2,519	3,067	2,985	3,024	2,681	1,698	2,841	3,097	2,657	3,092	1,986	2,595	3,131	2,251	3,121	2,979	3,094	3,085	3,262	2,559	2,888	2,962	2,056	3,311	2,840	2,815	2,942	2,607	2,057	
44	Apr 23-27	2,457	2,968	2,964	2,914	2,556	1,530	2,832	3,010	2,460	3,016	2,818	2,176	2,964	3,281	2,451	3,222	3,182	2,193	3,257	3,070	2,577	2,738	3,029	2,522	3,295	2,648	2,674	2,976	2,577	1,906
45	Apr 30-May 4	2,584	3,024	2,941	3,104	2,271	1,545	2,920	3,163	2,565	2,955	2,688	1,624	2,829	3,024	2,550	3,101	2,776	1,655	3,282	3,017	2,512	2,869	2,867	2,330	3,276	2,567	2,380	2,426	2,993	1,863
46	May 7-11	2,590	3,112	3,073	2,825	2,322	1,518	2,565	3,174	2,534	2,902	2,944	1,947	2,947	3,175	2,332	3,283	2,958	2,207	3,101	3,257	2,799	2,880	2,874	2,386	3,505	2,983	2,968	2,291	2,381	1,881
47	May 14-18	2,432	2,974	2,923	2,943	2,493	1,513	2,726	2,930	2,607	2,903	3,032	2,066	2,847	2,883	2,632	2,980	3,052	2,101	3,069	3,213	2,660	2,844	3,190	2,373	3,382	2,706	2,720	2,832	2,707	1,899
48	May 21-25	2,400	3,055	3,085	3,010	2,228	1,272	2,866	3,409	2,675	2,971	2,674	1,811	2,824	3,101	2,439	2,867	3,100	2,094	3,243	3,245	2,804	2,970	2,975	2,047	3,341	2,807	2,776	2,560	2,171	1,761
49	May 28-Jun 1	916	999	937	911	852	924	2,935	3,125	2,667	2,985	2,901	1,930	2,844	3,372	2,575	2,975	2,910	1,929	3,255	2,975	2,555	2,975	3,051	2,192	3,248	2,674	2,739	2,894	2,336	1,914
50	Jun 4-8	2,520	2,976	2,778	2,945	2,554	1,702	2,841	2,959	2,528	2,885	2,968	2,169	2,905	3,341	2,527	2,898	2,836	1,872	3,128	3,047	2,548	2,744	2,852	2,419	3,277	2,814	2,812	2,745	1,836	1,936
51	Jun 11-15	2,479	3,076	2,981	2,916	2,694	1,914	2,655	3,025	2,516	2,880	2,884	2,244	2,742	3,337	2,661	2,774	2,980	2,178	2,777	3,026	2,538	2,841	2,948	2,373	3,383	2,638	2,669	2,925	2,678	1,979
52	Jun 18-22	2,527	3,010	2,800	2,546	2,806	1,609	2,794	2,939	2,485	2,896	3,022	2,133	2,747	3,254	2,190	2,903	3,082	2,552	3,139	2,950	2,458	2,791	2,976	2,749	3,491	2,764	2,665	2,592	2,689	2,019
53	Jun 25-29	2,429	2,832	2,937	2,937	2,820	1,849	2,841	3,131	2,668	2,932	2,867	1,438	2,842	3,331	2,560	2,952	2,220	2,973	2,957	2,688	3,029	2,550	2,564	3,213	2,602	2,621	2,831	2,827	2,049	
1	Jul 2-6	2,429	2,880	2,902	3,013	2,415	1,677	3,242	2,851	2,846	3,011	2,760	1,960	2,857	3,171	2,592	2,958	2,695	2,816	2,915	2,746	2,213	2,333	1,661	3,155	2,543	2,550	2,438	2,124	1,672	
2	Jul 9-13	2,534	3,151	2,905	3,012	2,520	1,766	2,834	2,730	3,132	2,414	2,932	2,378	2,902	3,177	2,821	2,533	3,179	2,121	3,174	2,625	2,991	2,531	2,977	2,387	3,259	2,600	2,670	2,943	2,667	2,059
3	Jul 16-20	2,272	3,121	2,854	2,860	2,728	1,900	2,734	2,861	3,017	2,945	2,316	2,962	3,132	2,812	2,553	2,816	2,671	3,087	2,998	2,864	2,542	2,896	2,551	3,260	2,651	2,707	2,828	2,574	1,993	
4	Jul 23-27	2,692	3,151	2,721	3,032	2,901	1,875	2,747	2,702	3,041	2,493	2,977	2,259	2,973	3,133	2,760	2,485	2,893	2,472	3,185	2,960	2,915	2,392	2,908	2,534	3,222	2,636	2,903	2,887	2,400	2,034
5	Jul 30-Aug 3	2,640	2,876	2,842	3,031	2,831	1,879	2,949	2,800	2,698	3,183	2,510	2,964	3,155	2,908	2,477	3,108	2,227	3,254	3,163	3,018	2,480	2,850	2,390	3,262	2,871	2,681	2,828	2,727	2,059	
6	Aug 6-10	2,636	3,061	2,825	3,014	2,468	2,263	2,869	2,890	3,047	2,514	2,835	2,490	2,938	3,238	2,749	2,548	3,003	2,474	3,176	3,094	3,109	2,565	3,037	2,017	3,295	2,532	2,650	2,644	2,689	2,091
7	Aug 13-17	2,610	2,927	2,802	2,847	2,984	1,840	2,949	2,735	3,255	2,689	2,902	2,514	2,924	3,274	2,608	2,412	2,910	2,562	3,239	3,193	3,002	2,429	2,934	3,241	2,674	2,714	2,619	2,788	2,047	
8	Aug 20-24	2,637	3,137	2,898	2,944	2,922	1,922	2,907	2,766	3,023	2,468	2,794	2,503	2,978	3,174	2,654	2,666	2,952	3,158	2,987	2,963	2,654	2,902	2,478	3,194	2,618	2,665	2,617	2,817	1,876	
9	Aug 27-31	2,503	3,021	2,858	2,988	2,891	2,231	2,740	2,682	3,279	2,468	2,929	2,379	2,884	3,147	2,805	2,634	2,959	2,547	3,174	3,075	3,167	2,565	2,842	2,630	3,290	2,720	2,381	2,645	2,693	2,002
10	Sep 3-7	941	945	933	879	919	1,012	2,811	2,749	2,944	2,559	2,970	2,201	2,983	3,143	2,791	2,496	3,130	2,415	3,102	2,415	3,062	2,432	2,793	2,308	3,338	2,611	2,773	2,811	2,794	1,792
11	Sep 10-14	2,472	3,034	2,885	3,018	2,798	1,735	2,753	2,806	3,231	2,669	2,980	2,029	2,905	3,098	2,652	2,633	2,987	2,633	3,175	3,109	2,830	2,446	2,855	2,656	3,322	2,775	2,867	3,091	2,995	2,435
12	Sep 17-21	2,585	3,097	2,879	2,872	2,825	1,896	2,789	2,318	3,236	2,734	2,908	2,745	2,962	3,041	2,645	2,930	2,474	3,169	3,007	2,804	2,508	3,141	2,682	3,310	2,742	3,091	2,811	2,435	2,435	
13	Sep 24-28	2,572	3,075	3,005	3,014	2,709	1,918	2,735	2,835	3,486	2,663	3,106	2,568	2,991	3,265	3,079	2,639	2,686	2,810	3,287	3,234	3,023	2,567	2,896	2,502	2,912	2,626	2,727	2,875	2,923	2,341
14	Oct 1-5	2,476	2,884	3,036	3,024	2,401	1,755	2,844	2,891	2,985	2,952	2,878	2,386	2,893	3,211	2,961	2,592	3,023	1,993	3,150	3,039	2,574	2,767	2,847	2,865	3,503	2,833	3,032	2,811	2,811	2,147
15	Oct 8-12	2,555	2,898	2,838	3,019	2,442	1,726	2,923	2,820	3,017	2,868	2,987	2,467	2,990	3,184	2,915	2,626	2,922	2,550	3,311	3,056	2,592	2,889	2,910	2,674	3,569	2,709	2,792	2,856	2,734	2,329
16	Oct 15-19	2,435	2,942	2,943	2,987	2,645	1,702	2,825	2,456	2,915	3,125	3,106	2,189	3,011	3,166	2,920	2,514	3,036	2,198	3,303	3,106	2,502	2,880	3,071	2,453	3,324	2,675	2,933	2,957	2,666	2,305
17	Oct 22-26	2,564	3,051	2,948	3,048	2,676	1,751	2,928	2,849																						

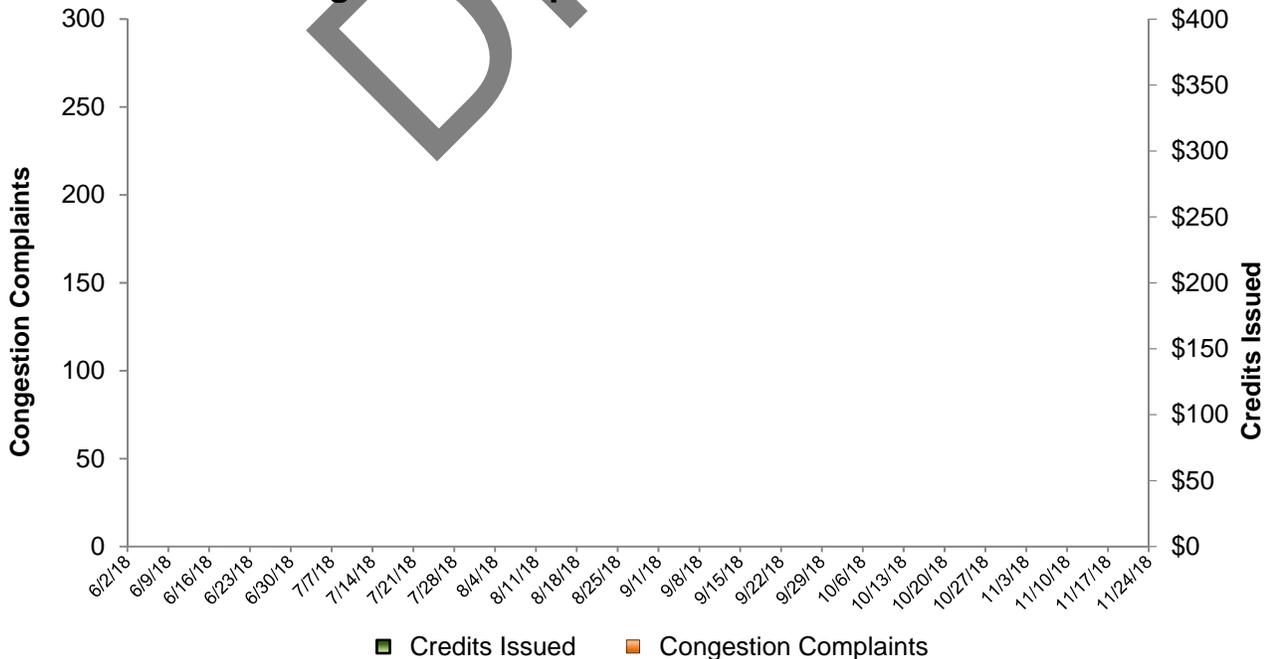
OCTA's Most Recent 6-Month Period
 June 2018 through November 2018

ATTACHMENT A4

Traffic Volume vs Congestion Complaints

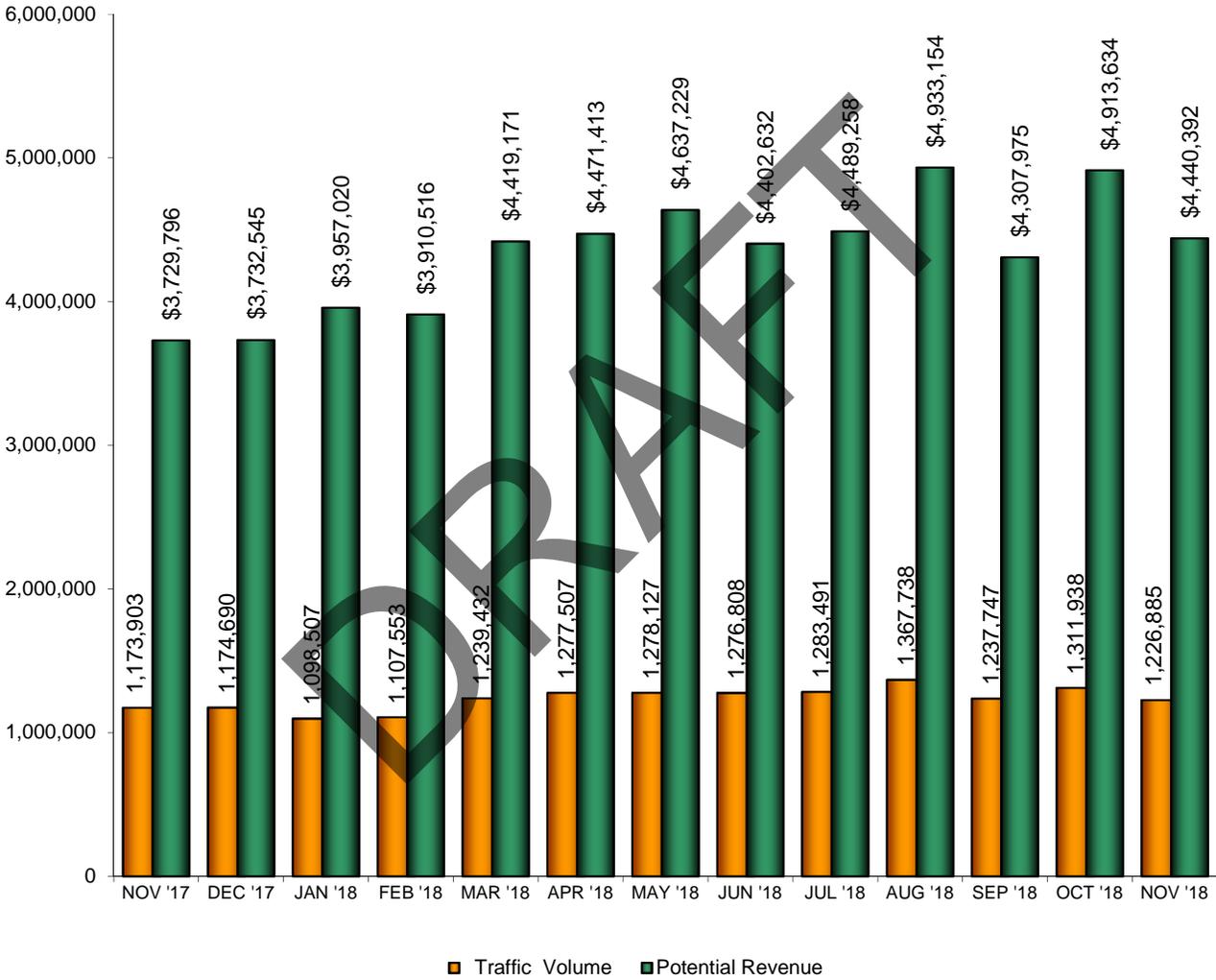


Congestion Complaints vs Toll Credits Issued



RCTC TRAFFIC VOLUME AND ASSOCIATED POTENTIAL REVENUE

Most-recent 13-month Period
 November 2017-November 2018

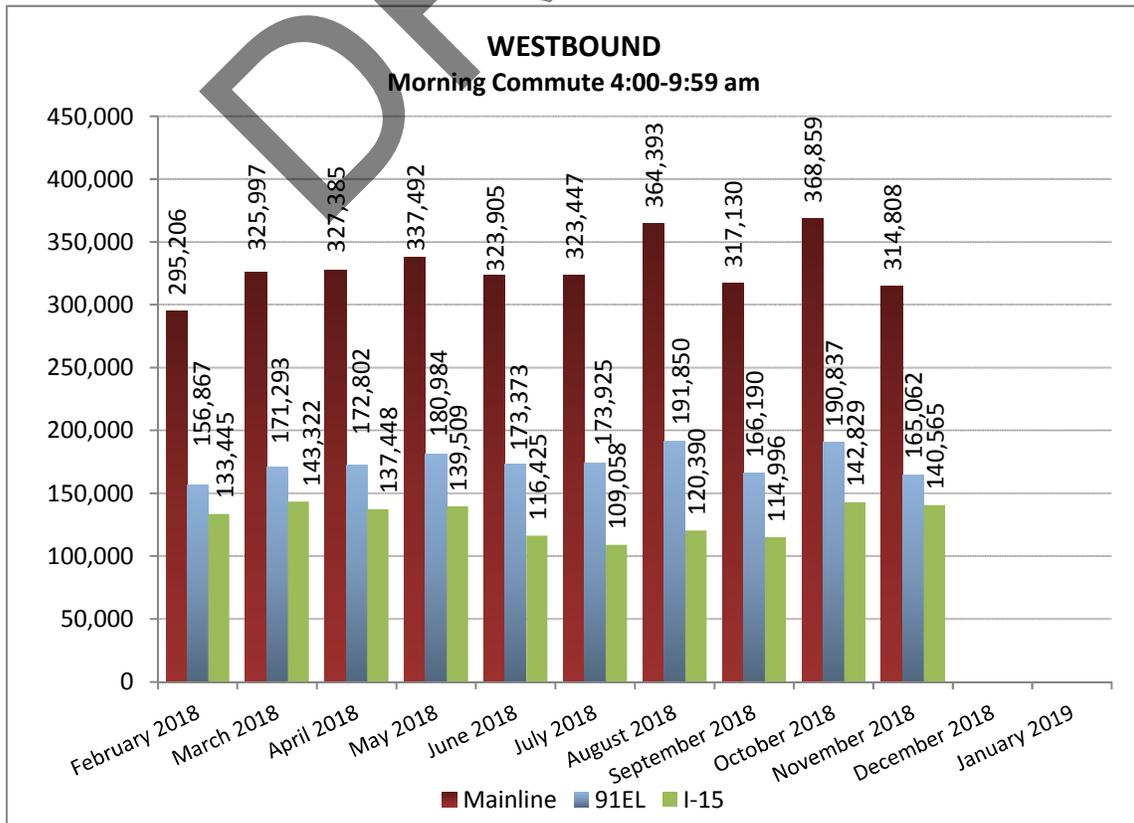
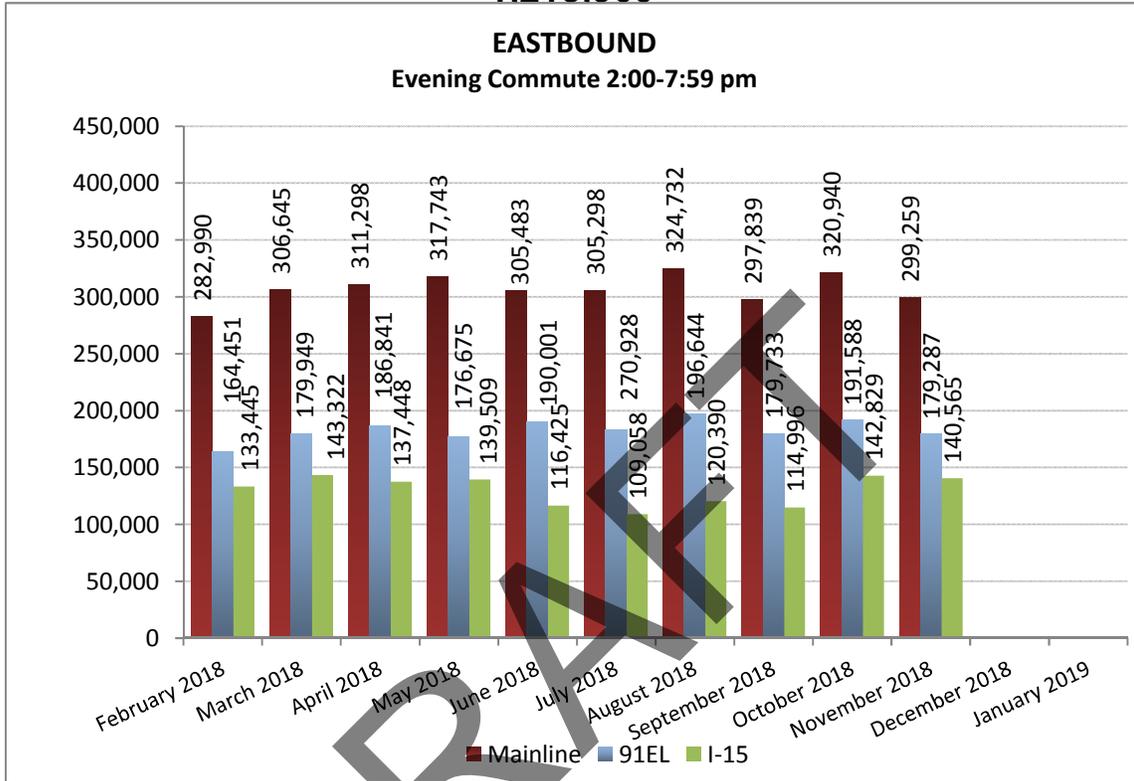


RCTC GLOBAL DEMAND

91 EXPRESS LANES vs. SR91 MAINLINE ATTACHMENT B2

The Total Combined Facility is made up of six lanes in each direction. The 91 Express Lanes provides commuters 33% of those lanes.

November 2018
1.213.960





RCTC EASTBOUND PEAK VOLUMES FOR DETERMINING TOLL ADJUSTMENTS Eastbound PM Peak - County Line to McKinley

DURING RAMP-UP PERIOD (March 20, 2017 to March 19, 2019)

RFP X-XXXX Exhibit B Attachment C

Toll Adjustment Consideration

Yellow	Above Current LOS
Green	Below Current LOS
Light Green	Toll Adjustment (+)
Light Red	Toll Adjustment (-)

Latest 6 Congestion-Relief Toll Adjustments

May 21, 2018	3 Tolls received adjustments
June 11, 2018	3 Tolls received adjustments
July 1, 2018	574 Tolls received COLA adjustments
August 19, 2018	1 Toll received adjustments
October 1, 2018	30 Tolls received adjustments
November 12, 2018	37 Tolls received adjustments

Level of Service (LOS)	Traffic Volume (Range)
A	0-400
B	401-800
C	801-1000
D	1001-1200
E	1201-1300
F	>1300

ATTACHMENT B3.1

Week	Date Range	Monday (PM)					Tuesday (PM)					Wednesday (PM)					Thursday (PM)					Friday (PM)					
		Time	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment
WEEK 17	Oct 21 - Oct 27	2:00 PM	C	4.05	1,172	D	✓	D	5.15	1,225	E	✓	D	5.15	1,401	F	✓	F	7.55	1,298	E	✓	F	16.40	1,536	F	✓
		3:00 PM	D	5.05	1,270	E	✓	D	5.15	1,308	F	✓	E	6.55	1,412	F	✓	F	9.60	1,483	F	✓	F	16.40	1,442	F	✓
		4:00 PM	C	4.05	1,152	D	✓	C	4.05	1,176	D	✓	C	3.95	1,112	D	✓	F	8.55	1,015	D	✓	F	11.40	1,258	E	✓
		5:00 PM	C	4.05	1,108	D	✓	C	4.05	1,118	D	✓	C	3.95	1,044	D	✓	B	3.95	1,190	D	✓	F	7.40	1,393	F	✓
		6:00 PM	C	4.05	996	C	✓	C	4.05	1,137	D	✓	C	3.95	1,194	D	✓	C	3.95	1,243	E	✓	D	5.05	1,444	F	✓
		7:00 PM	B	2.20	713	B	✓	C	4.05	876	C	✓	C	3.95	988	C	✓	C	4.05	957	C	✓	C	3.95	1,308	F	✓
WEEK 18	Oct 28 - Nov 03	2:00 PM	C	4.05	1,206	E	✓	D	5.15	1,196	D	✓	D	5.15	1,339	F	✓	F	7.55	1,498	F	✓	F	16.40	1,529	F	✓
		3:00 PM	D	5.05	1,335	F	✓	D	5.15	1,252	E	✓	E	6.55	1,302	F	✓	F	9.60	1,357	F	✓	F	16.40	1,298	E	✓
		4:00 PM	C	4.05	1,166	D	✓	C	4.05	1,167	D	✓	C	3.95	1,179	D	✓	F	8.55	982	C	✓	F	11.40	1,134	D	✓
		5:00 PM	C	4.05	1,053	D	✓	C	4.05	1,089	D	✓	C	3.95	1,153	D	✓	C	3.95	1,171	D	✓	F	7.40	1,219	E	✓
		6:00 PM	C	4.05	1,103	D	✓	C	4.05	1,060	D	✓	C	3.95	1,278	E	✓	C	3.95	1,192	D	✓	D	5.05	1,269	E	✓
		7:00 PM	B	2.20	829	C	✓	C	4.05	1,017	D	✓	C	3.95	1,489	B	✓	C	4.05	965	C	✓	C	3.95	1,212	E	✓
WEEK 19	Nov 04 - Nov 10	2:00 PM	C	4.05	1,252	E	✓	D	5.15	1,320	F	✓	D	5.15	1,398	F	✓	F	7.55	1,531	F	✓	F	16.40	1,517	F	✓
		3:00 PM	D	5.05	1,340	F	✓	D	5.15	1,254	E	✓	E	6.55	1,324	F	✓	F	9.60	1,347	F	✓	F	16.40	1,295	E	✓
		4:00 PM	C	4.05	1,135	D	✓	C	4.05	1,114	D	✓	C	3.95	1,210	E	✓	F	8.55	1,166	D	✓	F	11.40	1,277	E	✓
		5:00 PM	C	4.05	1,111	D	✓	C	4.05	1,115	D	✓	C	3.95	994	C	✓	C	3.95	1,189	D	✓	F	7.40	1,220	E	✓
		6:00 PM	C	4.05	1,046	D	✓	C	4.05	1,175	D	✓	C	3.95	1,069	D	✓	C	3.95	1,245	E	✓	D	5.05	1,323	F	✓
		7:00 PM	B	2.20	791	B	✓	C	4.05	944	C	✓	C	3.95	930	C	✓	C	4.05	1,165	D	✓	C	3.95	1,181	D	✓
WEEK 20	Nov 11 - Nov 17	2:00 PM	C	4.05	1,055	D	✓	D	5.15	1,173	D	✓	D	5.15	1,359	F	✓	F	7.55	1,453	F	✓	F	17.70	1,504	F	✓
		3:00 PM	D	5.05	1,205	E	✓	D	5.15	1,264	E	✓	E	6.55	1,330	F	✓	F	9.60	1,346	F	✓	F	17.70	1,283	E	✓
		4:00 PM	C	4.05	1,077	D	✓	C	4.05	1,152	D	✓	C	3.95	1,141	D	✓	F	8.55	1,064	D	✓	F	11.40	1,128	D	✓
		5:00 PM	C	4.05	1,017	D	✓	C	4.05	1,111	D	✓	C	3.95	1,114	D	✓	C	3.95	1,160	D	✓	F	6.70	1,241	E	✓
		6:00 PM	C	4.05	863	C	✓	C	4.05	1,203	E	✓	C	3.95	1,203	E	✓	C	3.95	1,602	F	✓	E	6.70	1,241	E	✓
		7:00 PM	B	2.20	635	B	✓	C	4.05	882	C	✓	C	3.95	1,048	D	✓	C	4.05	930	C	✓	D	5.15	1,246	E	✓
WEEK 21	Nov 18 - Nov 24	2:00 PM	C	4.05	1,410	F	✓	D	5.15	1,525	F	✓	F	13.65	2,981	F	✓	C	4.05	1,159	D	✓	C	4.05	743	B	✓
		3:00 PM	D	5.05	1,354	F	✓	D	5.15	1,243	E	✓	F	10.60	2,674	F	✓	C	4.05	930	C	✓	B	2.20	654	B	✓
		4:00 PM	C	4.05	1,222	E	✓	C	4.05	1,275	E	✓	F	8.55	3,103	F	✓	C	4.05	990	C	✓	B	2.20	620	B	✓
		5:00 PM	C	4.05	1,125	D	✓	C	4.05	1,305	F	✓	E	6.70	2,973	F	✓	C	4.05	939	C	✓	B	2.20	532	B	✓
		6:00 PM	C	4.05	1,100	D	✓	C	4.05	1,249	E	✓	C	4.05	1,462	F	✓	C	4.05	847	C	✓	B	2.20	434	B	✓
		7:00 PM	B	2.20	959	C	✓	C	4.05	1,120	D	✓	C	4.05	773	B	✓	C	4.05	929	C	✓	A	1.50	382	A	✓
WEEK 22	Nov 25 - Dec 01	2:00 PM	C	4.05	1,233	E	✓	D	5.15	1,271	E	✓	D	5.15	1,347	F	✓	F	\$7.55	1,239	E	✓	F	17.70	1,454	F	✓
		3:00 PM	D	5.05	1,199	D	✓	D	5.15	1,249	E	✓	E	6.55	1,382	F	✓	F	\$9.60	1,152	D	✓	F	17.70	1,227	E	✓
		4:00 PM	C	4.05	1,064	D	✓	C	4.05	1,129	D	✓	C	3.95	1,204	E	✓	F	\$8.55	896	C	✓	F	11.40	1,134	D	✓
		5:00 PM	C	4.05	1,043	D	✓	C	4.05	1,138	D	✓	C	3.95	1,091	D	✓	F	\$3.95	862	C	✓	E	6.70	1,172	D	✓
		6:00 PM	C	4.05	998	C	✓	C	4.05	1,131	D	✓	C	3.95	1,166	D	✓	F	\$3.95	998	C	✓	E	6.70	1,213	E	✓
		7:00 PM	B	2.20	694	B	✓	C	4.05	885	C	✓	C	3.95	1,127	D	✓	F	\$4.05	737	B	✓	D	5.15	1,067	D	✓



RCTC EASTBOUND PEAK VOLUMES FOR DETERMINING TOLL ADJUSTMENTS
Eastbound PM Peak - County Line to I-15 South

DURING RAMP-UP PERIOD (March 20, 2017 to March 19, 2019)

RFP X-XXXX
Exhibit B
Attachment C

Toll Adjustment Consideration

Above Current LOS
Below Current LOS
Toll Adjustment (+)
Toll Adjustment (-)

Latest 6 Congestion-Relief Toll Adjustments

May 21, 2018	3 Tolls received adjustments
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Level of Service (LOS)	Traffic Volume (Range)
A	0-400
B	401-800
C	801-1000
D	1001-1200
E	1201-1400
F	>1400

ATTACHMENT B3.2

	Monday (PM)					Tuesday (PM)					Wednesday (PM)					Thursday (PM)					Friday (PM)								
	Time	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment			
WEEK 17 Oct 21 - Oct 27	2:00 PM	B	2.85	757	B	C	5.15	794	B	C	5.05	857	C	C	5.05	752	B	C	5.15	913	C	C	5.15	913	C	C	5.15	913	C
	3:00 PM	B	2.85	780	B	B	2.80	773	B	C	5.15	842	C	C	5.15	860	C	B	2.80	764	B	B	2.85	695	B	B	2.85	695	B
	4:00 PM	B	2.85	734	B	B	2.85	729	B	B	2.85	672	B	B	2.80	740	B	B	2.85	740	B	B	2.85	695	B	B	2.85	695	B
	5:00 PM	B	2.85	699	B	B	2.85	764	B	B	2.85	681	B	B	2.85	760	B	B	2.85	760	B	B	2.85	561	B	B	2.85	561	B
	6:00 PM	B	2.85	648	B	B	2.85	704	B	B	2.85	665	B	B	2.85	743	B	B	2.85	743	B	B	2.85	552	B	B	2.85	552	B
	7:00 PM	B	2.85	435	B	B	2.85	644	B	B	2.85	689	B	B	2.85	744	B	B	2.85	744	B	B	2.85	576	B	B	2.85	576	B
	WEEK 18 Oct 28 - Nov 03	2:00 PM	B	2.85	685	B	C	5.15	808	C	C	5.05	906	C	C	5.05	891	C	C	5.15	913	C	C	5.15	913	C	C	5.15	913
3:00 PM		B	2.85	864	C	C	2.80	695	B	C	5.15	903	C	C	5.15	880	C	B	2.80	745	B	B	2.85	683	B	B	2.85	683	B
4:00 PM		B	2.85	761	B	B	2.85	719	B	B	2.85	743	B	B	2.80	708	B	B	2.85	713	B	B	2.85	736	B	B	2.85	736	B
5:00 PM		B	2.85	722	B	B	2.85	755	B	B	2.85	671	B	B	2.85	706	B	B	2.85	706	B	B	2.85	664	B	B	2.85	664	B
6:00 PM		B	2.85	673	B	B	2.85	731	B	B	2.85	738	B	B	2.85	682	B	B	2.85	682	B	B	2.85	736	B	B	2.85	736	B
7:00 PM		B	2.85	582	B	B	2.85	704	B	B	2.85	703	B	B	2.85	611	B	B	2.85	611	B	B	2.85	559	B	B	2.85	559	B
WEEK 19 Nov 04 - Nov 10		2:00 PM	B	2.85	753	B	C	5.15	839	C	C	5.05	832	C	C	5.05	913	C	C	5.15	873	C	C	5.15	873	C	C	5.15	873
	3:00 PM	B	2.85	854	C	B	2.80	755	B	C	5.15	806	C	C	5.15	808	C	B	2.80	745	B	B	2.85	675	B	B	2.85	675	B
	4:00 PM	B	2.85	751	B	B	2.85	714	B	B	2.85	755	B	B	2.80	680	B	B	2.85	675	B	B	2.85	676	B	B	2.85	676	B
	5:00 PM	B	2.85	754	B	B	2.85	665	B	B	2.85	630	B	B	2.85	732	B	B	2.85	732	B	B	2.85	664	B	B	2.85	664	B
	6:00 PM	B	2.85	662	B	B	2.85	754	B	B	2.85	623	B	B	2.85	703	B	B	2.85	703	B	B	2.85	664	B	B	2.85	664	B
	7:00 PM	B	2.85	477	B	B	2.85	675	B	B	2.85	611	B	B	2.85	732	B	B	2.85	732	B	B	2.85	608	B	B	2.85	608	B
	WEEK 20 Nov 11 - Nov 17	2:00 PM	B	2.85	647	B	C	5.15	754	B	C	5.05	761	B	C	5.05	923	C	C	5.15	895	C	C	5.15	895	C	C	5.15	895
3:00 PM		B	2.85	801	C	B	2.80	755	B	C	5.15	792	B	B	5.15	859	C	B	2.80	813	C	C	2.85	696	B	B	2.85	696	B
4:00 PM		B	2.85	681	B	B	2.85	712	B	B	2.85	722	B	B	2.80	710	B	B	2.85	710	B	B	2.85	688	B	B	2.85	688	B
5:00 PM		B	2.85	615	B	B	2.85	717	B	B	2.85	638	B	B	2.85	655	B	B	2.85	710	B	B	2.85	710	B	B	2.85	710	B
6:00 PM		B	2.85	554	B	B	2.85	719	B	B	2.85	746	B	B	2.85	320	A	B	2.85	688	B	B	2.85	688	B	B	2.85	688	B
7:00 PM		B	2.85	420	B	B	2.85	584	B	B	2.85	667	B	B	2.85	672	B	B	2.85	731	B	B	2.85	731	B	B	2.85	731	B
WEEK 21 Nov 18 - Nov 24		2:00 PM	B	2.85	806	C	C	5.15	855	C	B	2.85	167	A	C	2.85	546	B	A	1.90	411	B	C	1.90	411	B	C	1.90	411
	3:00 PM	B	2.85	837	C	B	2.80	670	B	B	2.85	413	B	B	2.85	511	B	A	1.90	400	A	C	1.90	400	A	C	1.90	400	A
	4:00 PM	B	2.85	761	B	B	2.85	749	B	B	2.85	67	A	B	2.85	531	B	A	1.90	339	A	C	1.90	339	A	C	1.90	339	A
	5:00 PM	B	2.85	677	B	B	2.85	726	B	B	2.85	55	A	B	2.85	586	B	A	1.90	353	A	C	1.90	353	A	C	1.90	353	A
	6:00 PM	B	2.85	645	B	B	2.85	714	B	B	2.85	402	B	B	2.85	591	B	A	1.90	275	A	C	1.90	275	A	C	1.90	275	A
	7:00 PM	B	2.85	567	B	B	2.85	711	B	B	2.85	444	B	B	2.85	692	B	A	1.90	252	A	C	1.90	252	A	C	1.90	252	A
	WEEK 22 Nov 25 - Dec 01	2:00 PM	B	2.85	763	B	C	5.15	841	C	C	5.05	761	B	C	\$5.05	751	B	F	\$5.15	899	C	C	\$5.15	899	C	C	\$5.15	899
3:00 PM		B	2.85	796	B	B	2.80	774	B	C	5.15	856	C	B	\$5.15	752	B	F	\$2.80	732	B	C	\$2.80	732	B	C	\$2.80	732	B
4:00 PM		B	2.85	659	B	B	2.85	744	B	B	2.85	822	C	C	\$2.80	618	B	F	\$2.85	699	B	C	\$2.85	699	B	C	\$2.85	699	B
5:00 PM		B	2.85	724	B	B	2.85	724	B	B	2.85	641	B	B	\$2.85	516	B	F	\$2.85	659	B	C	\$2.85	659	B	C	\$2.85	659	B
6:00 PM		B	2.85	658	B	B	2.85	618	B	B	2.85	699	B	B	\$2.85	565	B	F	\$2.85	682	B	C	\$2.85	682	B	C	\$2.85	682	B
7:00 PM		B	2.85	464	B	B	2.85	638	B	B	2.85	767	B	B	\$2.85	467	B	F	\$2.85	603	B	C	\$2.85	603	B	C	\$2.85	603	B



RTC WESTBOUND PEAK VOLUMES FOR DETERMINING TOLL ADJUSTMENTS
Westbound AM Peak - McKinley to County Line

DURING RAMP-UP PERIOD (March 20, 2017 to March 19, 2019)

RFP X-XXXX
Exhibit B
Attachment C

Toll Adjustment Consideration

Yellow	Above Current LOS
Light Blue	Below Current LOS
Light Green	Toll Adjustment (+)
Light Red	Toll Adjustment (-)

Latest 6 Congestion-Relief Toll Adjustments

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Level of Service (LOS)	Traffic Volume (Range)
A	0-400
B	401-800
C	801-1000
D	1001-1200
E	1201-1350
F	>1350

ATTACHMENT B3.3

Week	Date	Monday (AM)					Tuesday (AM)					Wednesday (AM)					Thursday (AM)					Friday (AM)					
		Time	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment
WEEK 17	Oct 21 - Oct 27	4:00 AM	E	6.55	1,446	F	✓	E	6.55	1,419	F	✓	E	6.55	1,522	F	✓	E	6.55	1,502	F	✓	C	3.95	1,104	D	✓
		5:00 AM	F	17.90	1,241	E	✓	F	16.15	1,529	F	✓	F	17.15	1,139	D	✓	F	16.90	1,228	E	✓	F	7.90	1,481	F	✓
		6:00 AM	F	16.55	1,232	E	✓	F	16.15	1,213	E	✓	F	15.15	1,342	E	✓	F	15.15	1,272	E	✓	F	7.15	1,534	F	✓
		7:00 AM	F	11.90	1,517	F	✓	F	11.90	1,499	F	✓	F	12.65	1,642	E	✓	F	10.90	1,569	F	✓	E	6.70	1,418	F	✓
		8:00 AM	F	7.15	1,707	F	✓	F	7.15	1,634	F	✓	F	7.15	1,595	F	✓	F	7.90	1,629	F	✓	D	5.15	1,272	E	✓
		9:00 AM	C	4.05	1,201	E	✓	D	5.05	1,357	F	✓	C	3.95	1,253	E	✓	C	3.95	1,430	F	✓	C	4.05	934	C	✓
WEEK 18	Oct 28 - Nov 03	4:00 AM	E	6.55	1,448	F	✓	E	6.55	1,432	F	✓	E	6.55	1,602	F	✓	E	6.55	1,481	F	✓	C	3.95	1,120	D	✓
		5:00 AM	F	17.90	1,328	E	✓	F	16.15	1,477	F	✓	F	17.15	1,158	D	✓	F	16.90	1,179	D	✓	F	7.90	1,527	F	✓
		6:00 AM	F	16.55	1,268	E	✓	F	16.15	1,058	D	✓	F	15.15	1,367	F	✓	F	15.15	1,301	E	✓	F	7.15	1,523	F	✓
		7:00 AM	F	11.90	1,632	F	✓	F	11.90	1,606	F	✓	F	12.65	1,586	F	✓	F	10.90	1,555	F	✓	E	6.70	1,480	F	✓
		8:00 AM	F	7.15	1,510	F	✓	F	7.15	1,607	F	✓	F	7.15	1,467	F	✓	F	7.90	1,433	F	✓	D	5.15	1,157	D	✓
		9:00 AM	C	4.05	1,227	E	✓	D	5.05	1,230	E	✓	C	3.95	1,017	D	✓	C	3.95	1,508	F	✓	C	4.05	890	C	✓
WEEK 19	Nov 04 - Nov 10	4:00 AM	E	6.55	1,379	F	✓	E	6.55	1,496	F	✓	E	6.55	1,497	F	✓	E	6.55	1,334	E	✓	C	3.95	1,172	D	✓
		5:00 AM	F	17.90	1,415	F	✓	F	16.15	1,436	F	✓	F	17.15	1,142	D	✓	F	16.90	1,194	D	✓	F	7.90	1,480	F	✓
		6:00 AM	F	16.55	1,111	D	✓	F	16.15	1,241	E	✓	F	15.15	1,374	F	✓	F	15.15	1,391	F	✓	F	7.15	1,608	F	✓
		7:00 AM	F	11.90	1,552	F	✓	F	11.90	1,646	F	✓	F	12.65	1,723	F	✓	F	10.90	1,918	F	✓	E	6.70	1,411	F	✓
		8:00 AM	F	7.15	1,618	F	✓	F	7.15	1,472	F	✓	F	7.15	1,546	F	✓	F	7.90	1,556	F	✓	D	5.15	1,229	E	✓
		9:00 AM	C	4.05	1,240	E	✓	D	5.05	1,391	F	✓	C	3.95	1,167	D	✓	C	3.95	1,276	E	✓	C	4.05	904	C	✓
WEEK 20	Nov 11 - Nov 17	4:00 AM	E	6.55	932	C	✓	E	6.55	1,386	F	✓	E	6.55	1,519	F	✓	E	6.55	1,479	F	✓	C	3.95	1,077	D	✓
		5:00 AM	F	18.90	923	C	✓	F	17.45	1,403	F	✓	F	18.45	1,145	D	✓	F	18.20	1,205	E	✓	F	7.90	1,576	F	✓
		6:00 AM	F	17.55	908	C	✓	F	17.15	1,114	D	✓	F	16.15	1,372	F	✓	F	16.15	1,320	E	✓	F	7.15	1,541	F	✓
		7:00 AM	F	13.20	984	C	✓	F	13.20	1,627	F	✓	F	13.95	1,609	F	✓	F	12.20	1,633	F	✓	E	6.70	1,447	F	✓
		8:00 AM	F	8.45	957	C	✓	F	8.45	1,608	F	✓	F	8.45	1,536	F	✓	F	9.20	1,524	F	✓	D	5.15	1,301	E	✓
		9:00 AM	C	4.05	912	C	✓	D	5.05	1,358	F	✓	C	3.95	1,147	D	✓	C	3.95	1,370	F	✓	C	4.05	900	C	✓
WEEK 21	Nov 18 - Nov 24	4:00 AM	E	6.55	1,534	F	✓	E	6.55	1,457	F	✓	F	7.45	1,103	D	✓	A	1.50	43	A	✓	A	1.50	110	A	✓
		5:00 AM	F	18.90	1,429	F	✓	F	17.45	1,582	F	✓	E	6.70	1,535	F	✓	A	1.50	61	A	✓	A	1.50	203	A	✓
		6:00 AM	F	17.55	1,221	E	✓	F	17.15	1,116	D	✓	E	6.70	1,301	E	✓	A	1.50	74	A	✓	A	1.50	256	A	✓
		7:00 AM	F	13.20	1,520	F	✓	F	13.20	1,461	F	✓	E	6.70	1,227	E	✓	A	1.50	124	A	✓	A	1.50	314	A	✓
		8:00 AM	F	8.45	1,512	F	✓	F	8.45	1,483	F	✓	C	4.05	1,100	D	✓	A	1.50	210	A	✓	A	1.50	383	A	✓
		9:00 AM	C	4.05	1,212	E	✓	D	5.05	1,117	D	✓	B	2.20	856	C	✓	B	2.20	357	A	✓	B	2.20	467	B	✓
WEEK 22	Nov 25 - Dec 01	4:00 AM	E	6.55	1,548	F	✓	E	6.55	1,442	F	✓	E	6.55	1,549	F	✓	E	6.55	1,421	F	✓	C	3.95	1,117	D	✓
		5:00 AM	F	18.90	1,475	F	✓	F	17.45	1,465	F	✓	F	18.45	1,238	E	✓	F	18.20	1,069	D	✓	F	7.90	1,442	F	✓
		6:00 AM	F	17.55	1,227	E	✓	F	17.15	1,054	D	✓	F	16.15	1,516	F	✓	F	16.15	1,233	E	✓	F	7.15	1,545	F	✓
		7:00 AM	F	13.20	1,499	F	✓	F	13.20	1,550	F	✓	F	13.95	1,619	F	✓	F	12.20	1,385	F	✓	E	6.70	1,437	F	✓
		8:00 AM	F	8.45	1,599	F	✓	F	8.45	1,644	F	✓	F	8.45	1,643	F	✓	F	9.20	1,375	F	✓	D	5.15	1,311	E	✓
		9:00 AM	C	4.05	1,197	D	✓	D	5.05	1,426	F	✓	C	3.95	1,345	E	✓	C	3.95	1,345	E	✓	C	4.05	906	C	✓



RCTC WESTBOUND PEAK VOLUMES FOR DETERMINING TOLL ADJUSTMENTS
Westbound AM Peak - I-15 North to County Line
 DURING RAMP-UP PERIOD (March 20, 2017 to March 19, 2019)

RFP X-XXXX
Exhibit B
Attachment C

Toll Adjustment Consideration

Yellow	Above Current LOS
Light Blue	Below Current LOS
Light Green	Toll Adjustment (+)
Light Red	Toll Adjustment (-)

Latest 6 Congestion-Relief Toll Adjustments

May 21, 2018	3 Tolls received adjustments
June 11, 2018	3 Tolls received adjustments
July 1, 2018	574 Tolls received COLA adjustments
August 19, 2018	1 Toll received adjustments
October 1, 2018	30 Tolls received adjustments
November 12, 2018	37 Tolls received adjustments

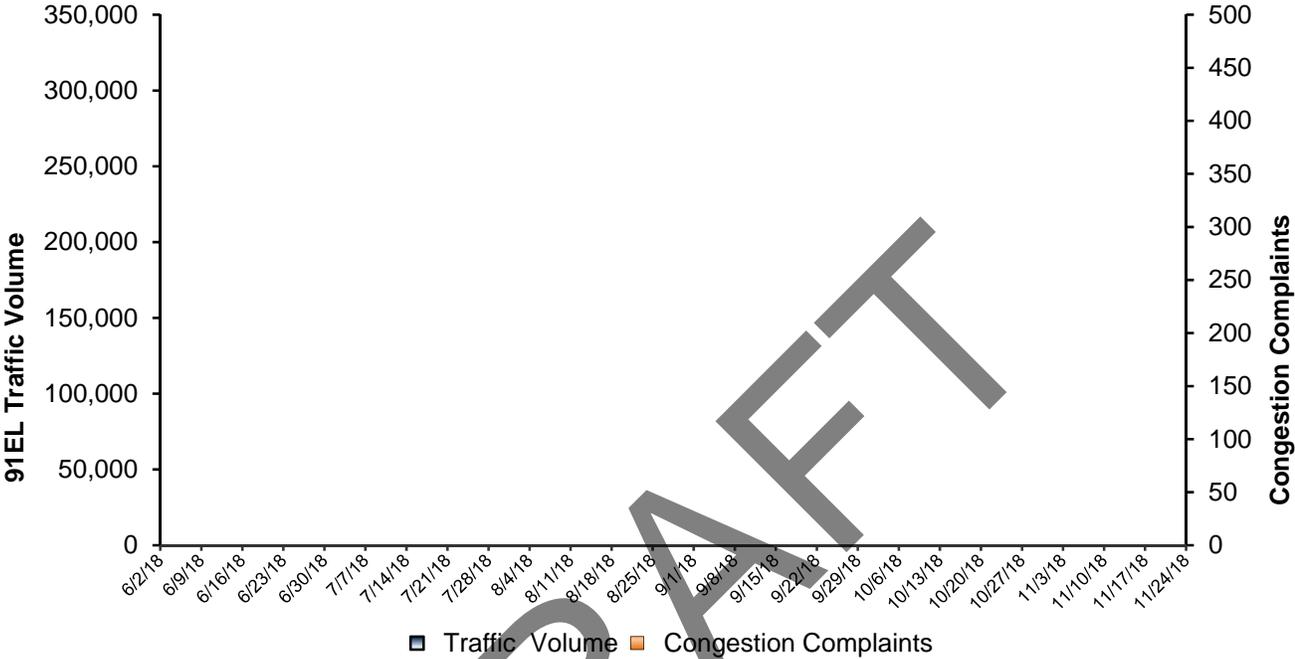
Level of Service (LOS)	Traffic Volume (Range)
A	0-400
B	401-800
C	801-1000
D	1001-1200
E	1201-1400
F	>1400

ATTACHMENT B3.4

WEEK	Date Range	Monday (AM)					Tuesday (AM)					Wednesday (AM)					Thursday (AM)					Friday (AM)					
		Time	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment
WEEK 17	Oct 21 - Oct 27	4:00 AM	C	5.05	1,023	D	✓	C	5.05	997	C	✓	C	5.05	988	C	✓	C	5.05	882	C	✓	B	2.85	813	C	✓
		5:00 AM	F	16.40	1,322	E	✓	F	14.40	1,324	E	✓	F	14.40	1,399	E	✓	F	12.40	1,421	F	✓	C	5.15	1,266	E	✓
		6:00 AM	F	15.40	1,430	F	✓	F	13.40	1,416	F	✓	F	15.40	1,297	E	✓	F	13.40	1,262	F	✓	D	6.65	1,223	E	✓
		7:00 AM	F	11.40	1,350	E	✓	F	9.40	1,408	F	✓	F	11.40	1,435	F	✓	F	10.40	1,432	F	✓	C	5.15	1,051	D	✓
		8:00 AM	D	6.50	1,337	E	✓	D	6.50	1,456	F	✓	D	6.50	1,293	E	✓	D	6.65	1,350	E	✓	C	5.15	947	C	✓
		9:00 AM	C	5.05	873	C	✓	C	5.15	996	C	✓	C	5.15	1,016	D	✓	C	5.15	1,006	D	✓	B	2.85	699	B	✓
WEEK 18	Oct 28 - Nov 03	4:00 AM	C	5.05	1,044	D	✓	C	5.05	971	C	✓	C	5.05	935	C	✓	C	5.05	958	C	✓	B	2.85	803	C	✓
		5:00 AM	F	16.40	1,299	E	✓	F	14.40	1,315	E	✓	F	14.40	1,432	F	✓	F	12.40	1,457	F	✓	C	5.15	1,244	E	✓
		6:00 AM	F	15.40	1,375	E	✓	F	13.40	1,340	E	✓	F	15.40	1,416	F	✓	F	13.40	1,392	E	✓	D	6.65	1,198	D	✓
		7:00 AM	F	11.40	1,334	E	✓	F	9.40	1,438	F	✓	F	11.40	1,370	E	✓	F	10.40	1,379	E	✓	C	5.15	1,044	D	✓
		8:00 AM	D	6.50	1,203	E	✓	D	6.50	1,468	F	✓	D	6.50	1,160	D	✓	D	6.65	1,211	E	✓	C	5.15	949	C	✓
		9:00 AM	C	5.05	851	C	✓	C	5.15	965	C	✓	C	5.15	808	C	✓	C	5.15	976	C	✓	B	2.85	741	B	✓
WEEK 19	Nov 04 - Nov 10	4:00 AM	C	5.05	1,073	D	✓	C	5.05	1,044	D	✓	C	5.05	984	C	✓	C	5.05	974	C	✓	B	2.85	814	C	✓
		5:00 AM	F	16.40	1,350	E	✓	F	14.40	1,369	E	✓	F	14.40	1,446	F	✓	F	12.40	1,426	F	✓	C	5.15	1,312	E	✓
		6:00 AM	F	15.40	1,391	E	✓	F	13.40	1,439	F	✓	F	15.40	1,320	E	✓	F	13.40	1,380	E	✓	D	6.65	1,238	E	✓
		7:00 AM	F	11.40	1,413	F	✓	F	9.40	1,441	F	✓	F	11.40	1,478	F	✓	F	10.40	1,490	F	✓	C	5.15	1,052	D	✓
		8:00 AM	D	6.50	1,354	E	✓	D	6.50	1,449	F	✓	D	6.50	1,289	E	✓	D	6.65	1,238	E	✓	C	5.15	927	C	✓
		9:00 AM	C	5.05	965	C	✓	C	5.15	1,070	D	✓	C	5.15	943	C	✓	C	5.15	1,002	D	✓	B	2.85	651	B	✓
WEEK 20	Nov 11 - Nov 17	4:00 AM	C	5.05	616	B	✓	C	5.05	1,069	D	✓	C	5.05	995	C	✓	C	5.05	987	C	✓	B	2.85	864	C	✓
		5:00 AM	F	17.40	882	C	✓	F	15.40	1,384	E	✓	F	15.70	1,353	E	✓	F	13.70	1,485	F	✓	C	5.15	1,299	E	✓
		6:00 AM	F	16.40	1,001	D	✓	F	14.70	1,474	F	✓	F	16.70	1,402	F	✓	F	14.70	1,392	E	✓	D	6.65	1,171	D	✓
		7:00 AM	F	12.40	768	B	✓	F	10.70	1,450	F	✓	F	12.70	1,477	F	✓	F	11.70	1,409	F	✓	C	5.15	1,109	D	✓
		8:00 AM	E	8.55	703	B	✓	E	8.55	1,350	F	✓	E	8.55	1,152	D	✓	D	6.65	1,198	D	✓	C	5.15	895	C	✓
		9:00 AM	C	5.05	644	B	✓	C	5.15	993	C	✓	C	5.15	948	C	✓	C	5.15	970	C	✓	B	2.85	686	B	✓
WEEK 21	Nov 18 - Nov 24	4:00 AM	C	5.05	1,035	D	✓	C	5.05	985	C	✓	C	5.15	818	C	✓	A	1.90	48	A	✓	A	1.90	92	A	✓
		5:00 AM	F	17.40	1,335	E	✓	F	15.40	1,373	E	✓	E	8.55	1,143	D	✓	A	1.90	67	A	✓	A	1.90	167	A	✓
		6:00 AM	F	16.40	1,454	F	✓	F	14.70	1,353	E	✓	C	5.15	1,099	D	✓	A	1.90	70	A	✓	A	1.90	181	A	✓
		7:00 AM	F	12.40	1,385	E	✓	F	10.70	1,117	D	✓	B	2.85	899	C	✓	A	1.90	98	A	✓	A	1.90	177	A	✓
		8:00 AM	E	8.55	1,188	D	✓	E	8.55	1,022	D	✓	B	2.85	804	C	✓	A	1.90	175	A	✓	A	1.90	256	A	✓
		9:00 AM	C	5.05	772	B	✓	C	5.15	812	C	✓	B	2.85	563	B	✓	A	1.90	338	A	✓	A	1.90	393	A	✓
WEEK 22	Nov 25 - Dec 01	4:00 AM	C	5.05	1,101	D	✓	C	5.05	1,000	C	✓	C	5.05	1,037	D	✓	C	5.05	917	C	✓	B	2.85	826	C	✓
		5:00 AM	F	17.40	1,375	E	✓	F	15.40	1,461	F	✓	F	15.70	1,407	F	✓	F	13.70	1,357	E	✓	C	5.15	1,199	D	✓
		6:00 AM	F	16.40	1,415	F	✓	F	14.70	1,462	F	✓	F	16.70	1,339	E	✓	F	14.70	1,305	E	✓	D	6.65	1,072	D	✓
		7:00 AM	F	12.40	1,279	E	✓	F	10.70	1,362	E	✓	F	12.70	1,423	F	✓	F	11.70	1,057	D	✓	C	5.15	1,033	D	✓
		8:00 AM	E	8.55	1,143	D	✓	E	8.55	1,349	E	✓	E	8.55	1,289	E	✓	D	6.65	1,049	D	✓	C	5.15	991	C	✓
		9:00 AM	C	5.05	850	C	✓	C	5.15	897	C	✓	C	5.15	951	C	✓	C	5.15	500	B	✓	B	2.85	698	B	✓

RCTC's Most Recent 6-Month Period
 June 2018 through November 2018

Traffic Volume vs Congestion Complaints - Redacted



Congestion Complaints vs Toll Credits Issued - Redacted

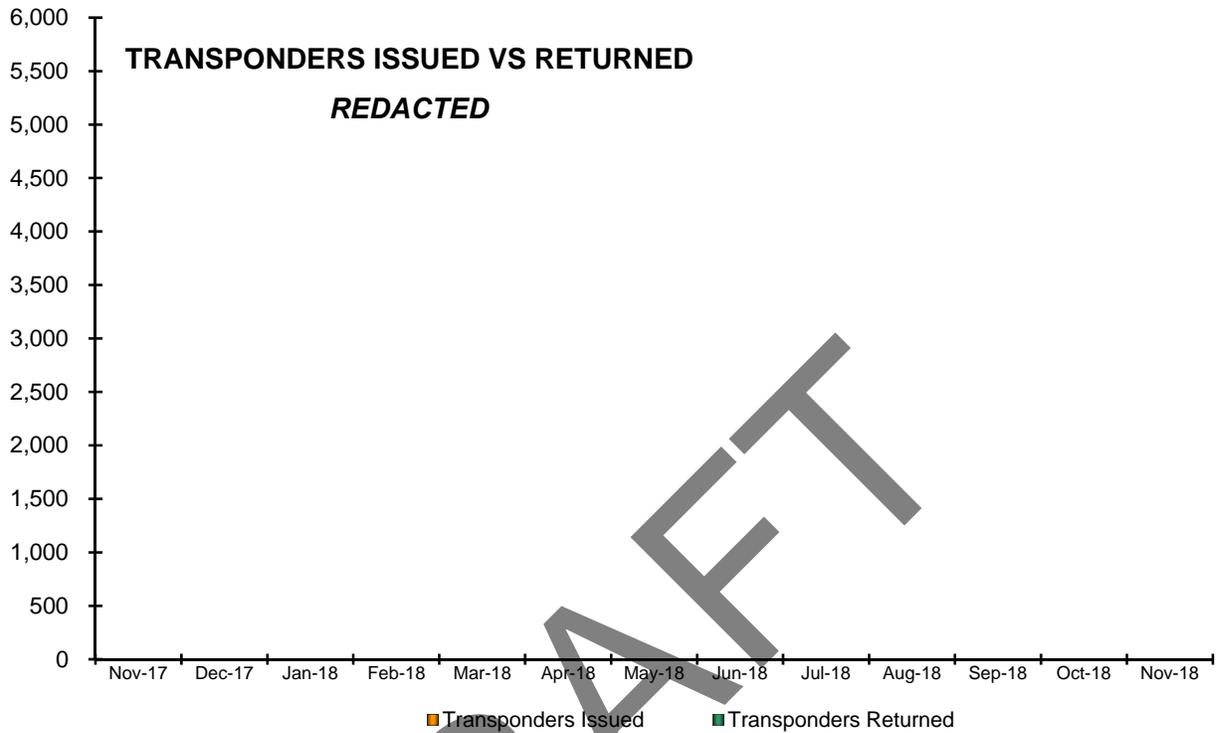


TRANSPONDER DISTRIBUTION 91 Express Lanes

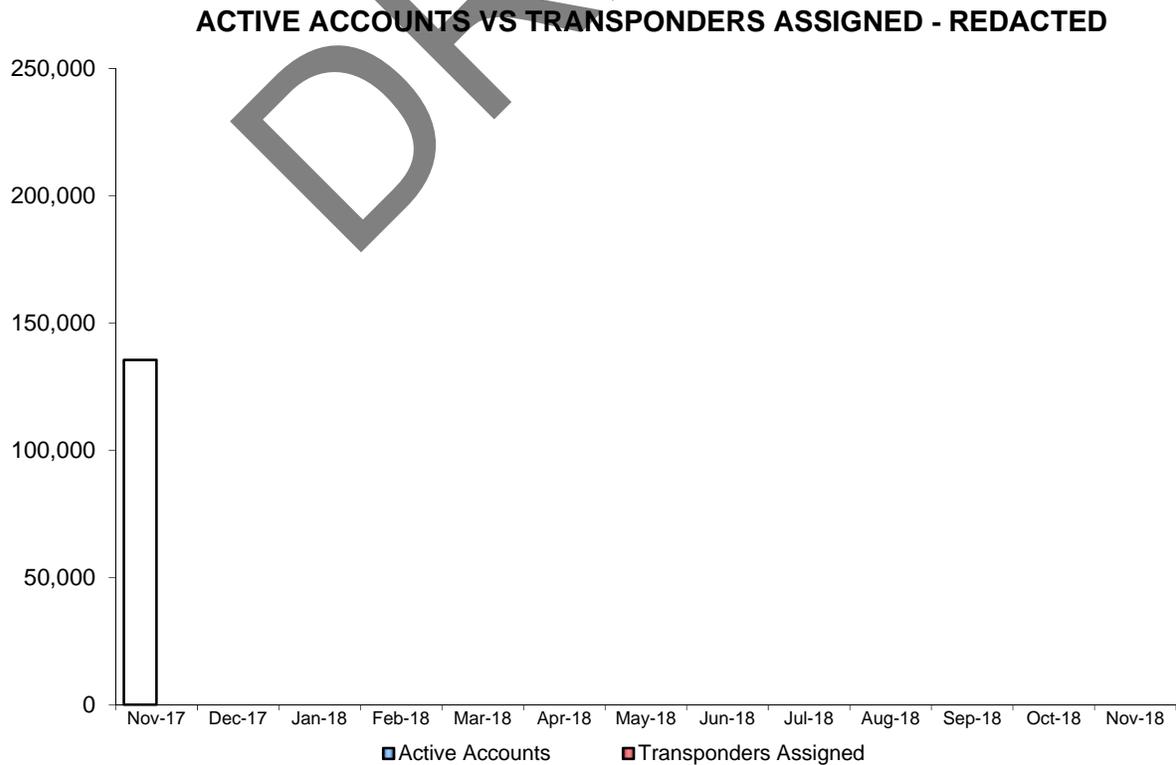
RFP 0-2352
Exhibit B
Attachment C

Most Recent 13-Month Period
November 2017 through November 2018

ATTACHMENT C1



ATTACHMENT C2



91 Express Lanes
CUSTOMER COMMUNICATION CHANNEL
Most Recent 13-Month Period
November 2017 through November 2018

Nov-18
Oct-18
Sep-18
Aug-18
Jul-18
Jun-18
May-18
Apr-18
Mar-18
Feb-18
Jan-18
Dec-17
Nov-17

DRAFT

■ CSC Phones ■ Website ■ Email ■ US Mail

Sample Quarterly Status Report

DRAFT

Sample 91 Express Lanes Quarterly Status Report

NOTE: Some data has been redacted.

Attached is the 91 Express Lanes Quarterly Status Report for the First Quarter of OCTA's Fiscal Year 2018-19; July 1 through September 30, 2018.

The following information is provided in this report:

1. OPERATIONS

- 1.1 Quarterly Operations Overview
 - 1.1a Trip and Revenue Statistics for the First Quarter of FY2018-19
 - 1.1b Multi Agency Trip and Revenue Statistics
- 1.2 Operations Highlights
 - 1.2.1 Customer Accounts and Transponder Distribution
 - 1.2.2 Traffic Volumes
 - 1.2.3 Incidents and Accidents
 - 1.2.4 On-road Maintenance
 - 1.2.5 Customer Service and Violation Processing
 - 1.2.6 ETTM Status
 - 1.2.7 Information Technology

2. FINANCIAL PERFORMANCE

3. OTHER ACTIVITIES AND ISSUES

- 3.1 Traffic Volume and Associated Potential Revenue
- 3.2 Active Accounts and Transponders Assigned

91 EXPRESS LANES QUARTERLY STATUS REPORT

FIRST QUARTER - OCTA FISCAL YEAR 2018-19

July 1 through September 30, 2018

1. OPERATIONS

1.1 Quarterly Operations Overview

Total traffic volume on the 91 Express Lanes for the first quarter of Fiscal Year 2018-19 was 4,467,727; representing a daily average of 48,562. This is an increase of 1.3% in total traffic volume from the previous quarter's total of 4,408,575. Potential toll revenue for the first quarter is \$13,172,688; an increase of 1.7% from the previous quarter's total of \$12,947,640. Traffic volume for the first quarter of FY 2018-19 was up 7.7% compared to the first quarter of FY 2017-18. Potential revenue for the same period was 7.0% above that of FY 2017-18. Carpool percentage for the first quarter was 26.6%, compared to 25.9% in the previous quarter. The first quarter traffic and revenue data compared to Stantec projections are summarized below.

Please note that the trip and revenue statistics table 1.1a represents all trips taken on the OCTA portion of the 91 Express Lanes and associated potential revenue. The Multi Agency Trip and Revenue statistics table 1.1b represents all trips taken on the 91 Express Lanes and associated revenue by Agency segments.

1.1a Trip and Revenue Statistics for the First Quarter of FY 2018-19

(FY2016-17 and FY2017-18 data is for July 1 through September 30, 2018)

Trips	FY 2018-19 1st Qtr	Stantec 1st Qtr Projected	# Variance	% Variance	FY 2017-18 1st Qtr	Yr-to-Yr % Variance
Full Toll Lanes	3,280,307	3,312,475	(32,168)	(1.0%)	3,100,900	5.8%
3+ Lanes	1,187,420	1,043,523	143,897	13.8%	1,047,712	13.3%
Total Gross Trips	4,467,727	4,355,998	111,729	2.6%	4,148,612	7.7%
Revenue						
Full Toll Lanes	\$12,944,382	\$13,185,568	(\$241,186)	(1.8%)	\$12,087,254	7.1%
3+ Lanes	\$228,306	\$251,468	(\$23,163)	(9.2%)	\$221,621	3.0%
Total Gross Revenue	\$13,172,688	\$13,437,036	(\$264,348)	(2.0%)	\$12,308,875	7.0%
Average Revenue per Trip						
Average Full Toll Lanes	\$3.95	\$3.98	(\$0.03)	(0.8%)	\$3.90	1.3%
Average 3+ Lanes	\$0.19	\$0.24	(\$0.05)	(20.8%)	\$0.21	(9.5%)
Average Gross Revenue	\$2.95	\$3.08	(\$0.13)	(4.2%)	\$2.97	(0.7%)

Agency Trip and Revenue Statistics for the First Quarter of FY 2018-19

MULTI AGENCY TRIP AND REVENUE STATISTICS

QUARTER ENDING September 30, 2018

FY 18-19 1st Qtr	Transactions by Agency	Transactions Using Both Segments	% Using Both Segments	Revenue
Westbound				
OCTA	2,193,431	1,344,289	61%	\$ 5,408,641
RCTC	2,104,105	1,344,289	64%	\$ 8,676,885
I-15	910,450	605,703	67%	\$ 3,920,155
McKinley	1,193,655	738,586	62%	\$ 4,756,731
Eastbound				
OCTA	2,274,296	1,241,190	55%	\$ 7,764,047
RCTC	1,784,871	1,241,190	70%	\$ 5,053,502
I-15	641,434	493,975	77%	\$ 1,387,906
McKinley	1,143,437	747,215	65%	\$ 3,665,596

1.2 Operations Highlights

1.2.1 Customer Accounts and Transponder Distribution

During the first quarter of FY2018-19, the 91 Express Lanes opened a daily average of 53 new accounts per 7-day week. Total active customer accounts at the end of the first quarter numbered 143,301 with 218,136 transponders assigned. As of the end of the first quarter, full-toll paying accounts made up approximately 92% of all active accounts. Full-toll paying accounts include all accounts except discount-toll accounts (3+Carpool, zero emission vehicles, disabled person, disabled veteran, and motorcycle) and non-toll accounts (Caltrans, CHP).

1.2.2 Traffic Volumes

Combined Facility (SR91 general-purpose lanes plus OCTA 91 Express Lanes) global demand data is compiled at the mid-point of the OCTA Express Lanes between Imperial Hwy and Weir Canyon using Caltrans' loops; therefore, traffic volumes are only a representation of throughput in the 91 Corridor and may differ from traffic volumes obtained through OCTA's TollPlus system.

During the first quarter, weekday peak-hour global demand averaged 94,096 vehicles per weekday (excluding holidays). During peak traffic hours the OCTA 91 Express Lanes captured 38% of the eastbound evening commuter traffic and 21% of the westbound morning commuter traffic, with overall capture rate of 29%.

1.2.3 Incidents and Accidents

OCTA Customer Assistance Specialists responded to an average of 4 calls per day during the first quarter. The majority of these calls continue to be debris removal and assisting stalled vehicles.

There were 38 accidents reported during the first quarter; of the 38 accidents reported, 23 originated in the OCTA 91 Express Lanes and 15 originated in the general purpose lanes.

1.2.5 Customer Service and Violation Processing- REDACTED

Activity	Response	Performance Standard
Call Wait Times		
Abandon Rate		
Total Calls		
Calls Handled by Customer Service Reps		
Calls Handled by IVR (automated system)		
Transponder Distribution		
Processing Response Time		

During the fourth quarter, Violation Processing processed 151,145 OCTA transactions (vehicles without transponder-reads or valid accounts). These violations are pursued in accordance with state toll-evasion enforcement procedures and OCTA policy.

First-quarter and year-to-date collection efforts are summarized in the following table:

COLLECTION EFFORTS	Q1		FY 2018-19 To-Date	
	Records	Recovered	Records	Recovered
COFIROUTE RECOVERED				
Customer Violations				
Non-customer Violations				
Cofiroute Collection Totals:				
COLLECTIONS AGENCY RECOVERED				
Unresolved Customer Acct Collections				
Unresolved Non-customer Violations				
Judgments				
*Tax Intercept				
*Lottery Intercept				
Collections Agency Totals:				
TOTAL COLLECTION:				

*Note: Data is based on activity quarter when collected. Additional data may be received after the date of this report.

1.2.6 ETTM

Cofiroute USA completed maintenance on the ETTM equipment at lane level. Coordinated efforts were made with vendors to perform maintenance on generators, A/C units, and UPS units. Damaged cameras were replaced and sent out for repairs. Quarterly Vault inspections were completed. Various OCTA equipment was bench tested to insure proper functionality before installation in the field. Failed Equipment was replaced with spare units in the lanes and sent to vendors for replacement. Failed sign equipment was replaced with vendor provided spares. Crosstown re-terminated the connection to the OCTA 55NB info sign switch.

1.2.7 Information Technology

During the first quarter, routine IT operations including hardware maintenance, security patches, and updates were performed on schedule. Migration from WhatsUp Gold to Solarwinds has been completed for system monitoring as well. New Virtual Machine group was installed and configured on Nimble. All NetApp VMs were successfully migrated to the new Nimble VM farm. Quarterly and monthly system checks were also completed on schedule.

On July 24, 2018, in the late evening, the Barracuda Web Filter became unresponsive and required a power cycle to regain functionality.

2. FINANCIAL PERFORMANCE

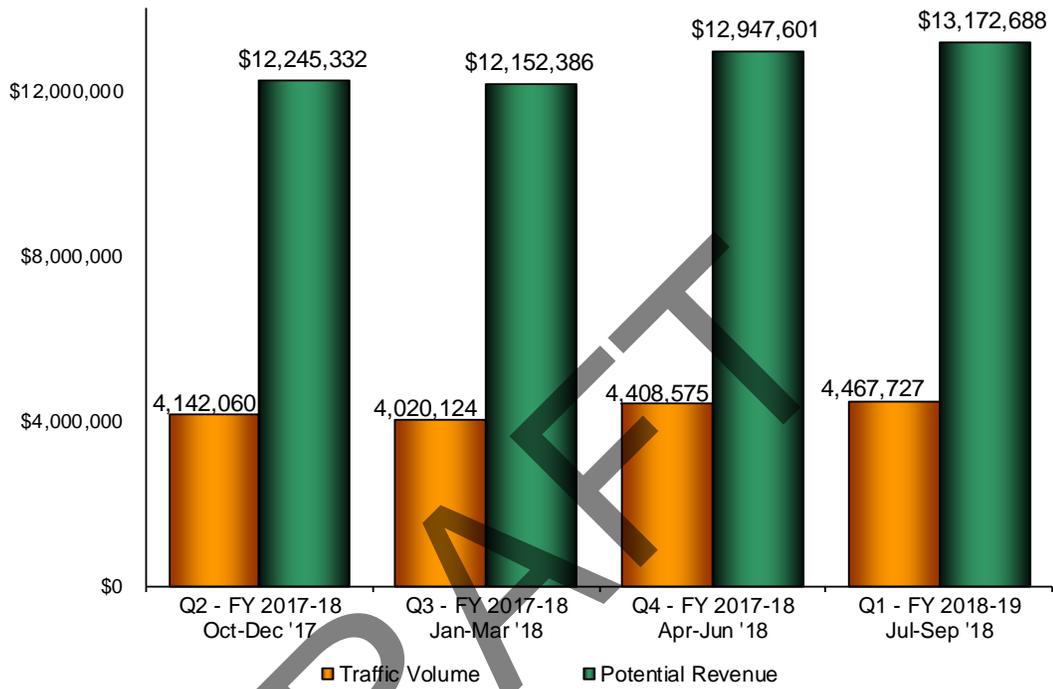
Traffic and revenue statistics for the first quarter of FY 2018-19 are detailed in Section 1.1 of this report. OCTA prepares the consolidated financials for the 91 Express Lanes. On a monthly basis, Cofiroute USA provides OCTA with financial data regarding certain revenue and expenditure categories and line items under Cofiroute USA control.

Cofiroute USA continues to provide OCTA with the required financial information on or before the required date each month.

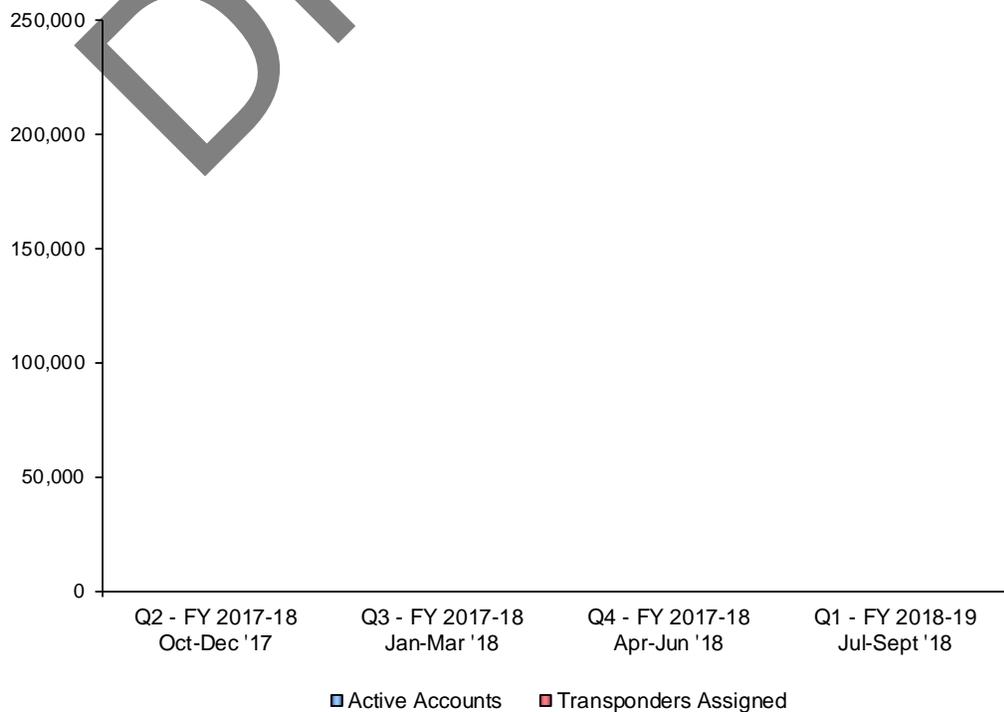
3. OTHER ACTIVITES AND ISSUES

OCTA'S FISCAL YEAR 2018-19 ~ Q1
Most-recent Four Quarters

TRAFFIC VOLUME &
ASSOCIATED POTENTIAL REVENUE



ACTIVE ACCOUNTS AND TRANSPONDERS ASSIGNED- REDACTED



**RFP 0-2352
Exhibit B
Attachment C**

Sample Weekday Peak-Hour Traffic, Global Demand and Traffic and Revenue Statistics

Following are the Weekday Peak-Hour Traffic, Global Demand and Traffic and Revenue statistics for the 91 Express Lanes for the period Jan 06-12, 2019. The Multi Agency Trip and Revenue Statistics and Weekday Peak Volumes for Determining Toll Adjustments are also provided.

WEEKDAY PEAK-HOUR TRAFFIC

Eastbound PM Peak

PM Time	Monday 01/07/19				Tuesday 01/08/19				Wednesday 01/09/19				Thursday 01/10/19				Friday 01/11/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.05	445	2,494	73%	\$5.05	478	2,851	84%	\$5.05	448	2,885	85%	\$5.95	534	3,260	96%	\$6.35	588	3,359	99%
1500 - 1600	\$5.40	713	3,274	96%	\$5.65	683	2,823	83%	\$7.00	749	2,959	87%	\$6.00	680	3,093	91%	\$9.65	785	2,632	77%
1600 - 1700	\$5.25	470	2,765	81%	\$5.50	492	2,917	86%	\$6.75	518	3,151	93%	\$8.80	597	3,020	89%	\$9.45	531	2,617	77%
1700 - 1800	\$5.20	623	3,053	90%	\$5.40	539	2,880	85%	\$6.90	479	2,493	73%	\$9.20	530	2,357	69%	\$6.90	627	2,872	84%
1800 - 1900	\$5.40	768	2,576	76%	\$3.85	741	2,953	87%	\$3.85	751	2,902	85%	\$4.75	761	2,978	88%	\$6.40	796	2,889	85%
1900 - 2000	\$3.75	436	1,379	41%	\$3.75	653	2,347	69%	\$3.75	728	2,573	76%	\$5.50	761	2,646	78%	\$5.95	685	2,149	63%

Westbound AM Peak

AM Time	Monday 01/07/19				Tuesday 01/08/19				Wednesday 01/09/19				Thursday 01/10/19				Friday 01/11/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.00	772	2,461	72%	\$3.00	775	2,343	69%	\$3.00	771	2,393	70%	\$3.00	780	2,335	69%	\$3.00	670	1,936	57%
0500 - 0600	\$4.85	868	2,383	70%	\$4.85	993	2,639	78%	\$4.85	902	2,518	74%	\$4.85	892	2,504	74%	\$4.60	806	2,420	71%
0600 - 0700	\$5.05	626	2,043	60%	\$5.05	632	2,021	59%	\$5.05	675	2,130	63%	\$5.05	656	2,103	62%	\$4.85	651	2,012	59%
0700 - 0800	\$5.55	495	2,008	59%	\$5.55	511	2,054	60%	\$5.55	480	1,944	57%	\$5.55	528	2,091	62%	\$5.40	486	1,963	58%
0800 - 0900	\$5.05	353	1,968	58%	\$5.05	321	1,962	58%	\$5.05	365	2,042	60%	\$5.05	394	2,123	62%	\$4.85	339	1,904	56%
0900 - 1000	\$4.00	404	1,987	58%	\$4.00	350	1,966	58%	\$4.00	411	2,104	62%	\$4.00	395	2,242	66%	\$4.00	359	1,601	47%

WEEKDAY PEAK-HOUR GLOBAL DEMAND

The following throughput data is obtained from the PeMS (Freeway Performance Measurement System) website. This project is conducted by UC Berkeley, with the cooperation of Caltrans. The following Combined Facility data is compiled at the mid-point of the facility using Caltrans' loops; therefore, traffic volumes are only a representation of throughput in the 91 Corridor and will differ from traffic volumes obtained through OCTA's Toll Plus system.

FY 2018-19 Wk	Week Days Monday-Friday	Lanes	Eastbound Demand 2:00-7:59 pm	EB Capture Rate	Westbound Demand 4:00-9:59 am	WB Capture Rate	Combined Facility Demand	Overall Capture Rate
28	Jan 06-12 2019	91EL	82,857	37%	50,151	21%	133,008	28%
		Mainline	143,237	63%	192,674	79%	335,911	72%
		TOTAL:	226,094		242,825		468,919	

TRIP AND REVENUE STATISTICS

WEEK ENDING January 12, 2019

(FY 2018-19 and FY 2017-18 data is for Sunday through Saturday)

Trips	FY 2018-19 Current Week Actual	Stantec Current Week Projected	# Variance	% Variance	FY 2017-18 Corresponding Week Actual	Yr-to-Yr % Variance
Full Toll Lanes	230,203	242,929	(12,726)	(5.2%)	217,347	5.9%
3+ Lanes	83,315	70,429	12,886	18.3%	72,583	14.8%
Total Gross Trip	313,518	313,358	160	0.1%	289,930	8.1%
Revenue						
Full Toll Lanes	\$ 929,881	\$ 985,987	\$ (56,106)	(5.7%)	\$ 865,878	7.4%
3+ Lanes	\$ 18,807	\$ 18,810	\$ (3)	(0.0%)	\$ 17,343	8.4%
Total Gross Revenue	\$ 948,688	\$ 1,004,797	\$ (56,108)	(5.6%)	\$ 883,221	7.4%
Average Revenue Per Trip						
Average Full Toll Lanes	\$4.04	\$4.06	(\$0.02)	(0.5%)	\$3.98	1.5%
Average 3+ Lanes	\$0.23	\$0.27	(\$0.04)	(14.8%)	\$0.24	(4.2%)
Average Gross Revenue	\$3.03	\$3.21	(\$0.18)	(5.6%)	\$3.05	(0.7%)

MONTH-TO-DATE AS OF January 12, 2019

(FY 2018-19 and FY 2017-18 data is for January 01, 2019 through January 12, 2019)

Trips	FY 2018-19 MTD Actual	Stantec MTD Projected	# Variance	% Variance	FY 2017-18 MTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	373,445	383,428	(9,983)	(2.6%)	365,215	2.3%
3+ Lanes	142,988	128,246	14,742	11.5%	124,782	14.6%
Total Gross Trip	516,433	511,674	4,759	0.9%	489,997	5.4%
Revenue						
Full Toll Lanes	\$ 1,535,729	\$ 1,555,591	\$ (19,862)	(1.3%)	\$ 1,493,634	2.8%
3+ Lanes	\$ 31,262	\$ 29,676	\$ 1,586	5.3%	\$ 33,222	(5.9%)
Total Gross Revenue	\$ 1,566,991	\$ 1,585,267	\$ (18,277)	(1.2%)	\$ 1,526,856	2.6%
Average Revenue Per Trip						
Average Full Toll Lanes	\$4.11	\$4.06	\$0.05	1.2%	\$4.09	0.5%
Average 3+ Lanes	\$0.22	\$0.23	(\$0.01)	(4.3%)	\$0.27	(18.5%)
Average Gross Revenue	\$3.03	\$3.10	(\$0.07)	(2.3%)	\$3.12	(2.9%)

FISCAL YEAR-TO-DATE AS OF January 12, 2019

(FY 2018-19 and FY 2017-18 data is for July 01 through January 12, 2018)

Trips	FY 2018-19 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2017-18 YTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	6,846,790	6,971,875	(125,085)	(1.8%)	6,576,244	4.1%
3+ Lanes	2,478,258	2,137,259	340,999	16.0%	2,204,425	12.4%
Total Gross Trip	9,325,048	9,109,134	215,914	2.4%	8,780,669	6.2%
Revenue						
Full Toll Lanes	\$ 27,154,221	\$ 27,773,825	\$ (619,603)	(2.2%)	\$ 25,620,257	6.0%
3+ Lanes	\$ 481,177	\$ 529,770	\$ (48,593)	(9.2%)	\$ 460,807	4.4%
Total Gross Revenue	\$ 27,635,399	\$ 28,303,595	\$ (668,196)	(2.4%)	\$ 26,081,063	6.0%
Average Revenue Per Trip						
Average Full Toll Lanes	\$3.97	\$3.98	(\$0.01)	(0.3%)	\$3.90	1.8%
Average 3+ Lanes	\$0.19	\$0.25	(\$0.06)	(24.0%)	\$0.21	(9.5%)
Average Gross Revenue	\$2.96	\$3.11	(\$0.15)	(4.8%)	\$2.97	(0.3%)

February 07, 2019
 91EL FY 2018-19 Week 28 Status Report
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MULTI AGENCY TRIP AND REVENUE STATISTICS

WEEK ENDING January 12, 2019

(FY 2018-19 data is for Sunday through Saturday)

FY 2018-19 Current Week	Transactions by Agency	Transactions Using Both Segments	% Using Both Segments	Revenue
Westbound				
OCTA	151,850	96,092	63%	\$ 379,500
RCTC	148,370	96,092	65%	\$ 725,850
I-15	63,255	43,510	69%	\$ 309,963
McKinley	85,115	52,582	62%	\$ 415,887
Eastbound				
OCTA	161,668	85,973	53%	\$ 569,188
RCTC	122,335	85,973	70%	\$ 390,509
I-15	44,303	34,988	79%	\$ 97,977
McKinley	78,032	50,985	65%	\$ 292,532



OCTA WEEKDAY PEAK VOLUMES FOR DETERMINING TOLL ADJUSTMENTS

RFP X-XXXX Exhibit B Attachment C

Week Ending January 12, 2019
OCTA FY 2018-19 - Week 28

- CR - Congestion-relief Adjustment in place - 6-month freeze on any increase
- COLA = Cost of Living Adjustment implemented July 1 each FY. No freeze on future adjustments.
- Week containing a Holiday toll adjustment
- Week containing a traffic anomaly, major incident or accident
- 12-week period selected for Congestion-relief Adjustment at beginning of next Quarter
- Most recent 12-consecutive-week period (excluding weeks containing Holidays or Traffic Anomalies)

- Traffic volume > 3,128 is flagged for review. When flagged hours occur 6 or more times during the most recent 12-week period and the average flagged-volume is > 3,128, the toll for that day and time will be increased as follows
- = to or < 2,720 previously adjusted hour flagged for possible .50¢ toll reduction
 - 2,721 through 3,127 not flagged for adjustment
 - = to or > 3,128 flag for qualifying hours for possible toll increase
 - 3,200 - 3,299 Eligible for .75¢ increase
 - = to or > 3,300 Eligible for \$1.00 increase

FY 2018-19 Congestion-relief Toll Adjustments

July 1, 2018	Hours received a COLA adjustment for this Quarter
October 1, 2018	5 Hours received adjustments for this Quarter
January 1, 2019	4 Hours received adjustments for this Quarter
April 1, 2019	

FY Week #	Monday - Friday	MONDAY					TUESDAY					WEDNESDAY					THURSDAY					FRIDAY									
		2:00	3:00	4:00	5:00	6:00	7:00	2:00	3:00	4:00	5:00	6:00	7:00	2:00	3:00	4:00	5:00	6:00	7:00	2:00	3:00	4:00	5:00	6:00	7:00	2:00	3:00	4:00	5:00	6:00	7:00
42	Apr 9-13	2,614	3,075	2,787	3,035	2,797	1,705	2,798	3,139	2,617	3,049	2,987	2,206	2,879	3,250	2,666	2,887	2,689	2,497	3,205	2,958	2,701	2,867	2,917	2,781	3,279	2,741	2,725	2,755	2,880	2,210
43	Apr 16-20	2,519	3,067	2,985	3,024	2,681	1,698	2,841	3,097	2,657	3,092	2,639	1,986	2,595	3,511	2,251	3,121	2,979	2,094	3,085	3,262	2,559	2,888	2,962	2,056	3,331	2,840	2,813	2,942	2,607	2,057
44	Apr 23-27	2,457	2,968	2,964	3,104	2,556	1,530	2,832	3,010	2,460	3,016	2,818	1,176	2,964	3,261	2,451	2,922	3,182	2,173	3,257	3,070	2,577	2,738	3,029	2,522	3,295	2,648	2,674	2,674	2,577	1,906
45	Apr 30-May 4	2,584	3,024	2,941	3,104	2,271	1,545	2,920	3,163	2,565	2,955	2,688	1,624	2,829	3,204	2,550	3,101	2,776	1,655	3,282	3,017	2,572	2,869	2,867	2,330	3,276	2,567	2,380	2,426	2,993	1,863
46	May 7-11	2,590	3,112	3,073	2,825	2,322	1,518	2,565	3,174	2,534	2,902	3,444	1,947	2,947	3,175	2,332	2,833	2,980	2,207	3,101	3,257	2,799	2,880	2,874	2,386	3,505	2,883	2,969	2,889	2,231	1,881
47	May 14-18	2,432	2,974	2,923	2,943	2,493	1,513	2,726	2,930	2,607	2,903	3,032	2,066	2,847	2,883	2,632	2,980	3,052	2,101	3,069	3,213	2,660	2,844	3,190	2,373	3,307	2,887	2,970	2,975	2,047	1,776
48	May 21-25	2,400	3,055	3,085	3,010	2,228	1,272	2,866	3,288	2,675	2,971	2,674	1,811	2,824	3,101	2,438	2,867	3,100	2,664	3,243	3,245	2,555	2,804	2,970	2,075	3,348	2,674	2,738	2,894	2,336	1,912
49	May 28-Jun 1	916	959	937	911	852	924	2,935	3,125	2,667	2,965	2,971	1,930	2,844	3,256	2,575	2,973	2,910	1,925	3,269	3,047	2,555	2,858	2,744	2,852	3,277	2,734	2,814	2,812	2,745	1,836
50	Jun 4-8	2,520	2,976	2,778	2,945	2,554	1,702	2,841	2,959	2,528	2,885	2,968	1,169	2,905	3,257	2,527	2,888	2,839	1,962	3,126	3,047	2,548	2,744	2,852	2,419	3,277	2,734	2,814	2,812	2,745	1,836
51	Jun 11-15	2,479	3,076	2,981	2,916	2,694	1,914	2,655	3,025	2,516	2,880	2,884	2,244	2,742	3,231	2,661	2,774	2,880	2,176	2,777	3,026	2,538	2,841	2,948	2,373	3,554	2,638	2,669	2,925	2,678	1,919
52	Jun 18-22	2,527	3,010	2,808	2,546	2,806	1,609	2,794	2,939	2,485	2,896	3,022	1,133	2,747	3,254	2,190	2,903	3,052	2,552	3,139	2,930	2,458	2,791	2,976	2,749	3,301	2,764	2,665	2,592	2,689	2,019
53	Jun 25-29	2,429	2,832	2,937	2,937	2,820	1,849	2,841	3,131	2,668	2,932	2,867	1,438	2,842	3,322	2,560	2,793	2,652	2,220	2,973	2,957	2,688	3,029	2,550	2,564	3,213	2,602	2,621	2,831	2,827	2,049
1	Jul 2-6	2,429	2,880	2,902	3,013	2,415	1,677	3,242	2,851	2,846	3,011	2,760	1,960	2,857	741	616	562	628	695	2,816	2,915	2,746	2,213	2,333	1,661	3,155	2,543	2,550	2,438	2,124	1,672
2	Jul 9-13	2,534	3,151	2,905	3,012	2,520	1,766	2,834	2,730	3,132	2,414	2,932	2,378	2,902	3,177	2,821	2,533	3,179	2,121	3,074	2,625	2,991	2,531	2,977	2,387	3,259	2,600	2,670	2,943	2,667	2,059
3	Jul 16-20	2,272	3,121	2,854	2,860	2,728	1,900	2,734	2,861	3,347	2,512	2,945	2,316	2,768	3,132	2,812	2,553	2,816	2,671	3,087	2,998	2,684	2,542	2,896	2,551	3,260	2,651	2,707	2,828	2,574	1,993
4	July 23-27	2,692	3,400	2,721	3,032	2,901	1,875	2,747	2,702	3,041	2,493	2,977	2,259	2,973	3,333	2,760	2,485	2,893	2,472	3,165	2,960	3,015	2,392	2,908	2,534	3,222	2,836	2,903	2,887	2,400	2,034
5	July 30-Aug 3	2,640	2,878	2,842	3,031	2,831	1,879	2,949	2,800	3,509	2,698	3,163	2,510	2,958	3,363	2,908	2,477	3,198	2,227	3,254	3,163	2,918	2,480	2,850	2,390	3,262	2,671	2,681	2,828	2,727	2,059
6	Aug 6-10	2,636	3,061	2,825	2,868	2,468	2,263	2,869	2,890	3,047	2,514	2,835	2,490	2,936	3,238	2,745	2,548	3,003	2,474	3,176	3,094	3,109	2,565	3,037	2,017	3,295	2,532	2,650	2,644	2,689	2,091
7	Aug 13-17	2,610	2,927	2,802	2,847	2,984	1,840	2,949	2,735	3,255	2,689	2,902	2,514	3,129	2,742	2,608	2,512	2,970	2,562	3,239	3,193	3,002	2,429	2,934	2,345	3,241	2,674	2,714	2,839	2,788	2,047
8	Aug 20-24	2,637	3,137	2,898	2,944	2,892	2,292	2,907	2,766	3,023	2,456	2,794	2,503	2,978	3,111	2,880	2,666	2,952	2,385	3,158	2,987	2,963	2,654	2,902	2,478	3,194	2,618	2,665	2,617	2,797	1,876
9	Aug 27-31	2,503	3,092	2,858	2,988	2,891	2,231	2,740	2,682	3,279	2,468	2,929	2,379	2,864	3,147	2,803	2,634	2,959	2,547	3,174	3,075	3,167	2,565	2,842	2,630	3,290	2,720	2,381	2,646	2,693	2,002
10	Sep 3-7	941	945	933	879	919	1,012	2,811	2,749	2,944	2,559	2,970	2,201	2,989	3,143	2,790	2,456	3,130	2,415	3,158	3,051	3,002	2,432	2,793	2,308	3,339	2,611	2,773	2,811	2,794	1,792
11	Sep 10-14	2,472	3,034	2,885	3,018	2,798	1,735	2,753	2,906	3,231	2,669	2,980	2,029	2,965	3,098	2,652	2,967	2,633	3,175	2,633	3,109	2,830	2,446	2,656	3,392	2,446	2,854	2,508	2,435	2,435	
12	Sep 17-21	2,585	3,097	2,879	2,872	2,825	1,896	2,789	2,318	3,449	2,734	2,908	2,745	2,695	3,041	2,645	2,800	2,474	3,169	3,007	2,854	2,508	3,141	2,682	3,500	2,642	2,854	2,642	2,435	2,435	
13	Sep 24-28	2,572	3,075	3,005	3,014	2,709	1,918	2,735	2,835	2,663	3,106	2,558	2,997	3,255	3,079	2,639	2,686	2,910	3,287	3,234	3,023	2,567	2,896	2,502	2,912	2,626	2,727	2,875	2,923	2,341	
14	Oct 1-5	2,476	2,884	3,036	3,204	2,401	1,755	2,844	2,891	2,985	2,952	2,878	2,268	2,828	3,246	3,053	2,676	2,992	2,023	3,150	3,039	2,574	2,767	2,847	2,865	3,503	2,833	3,032	2,811	2,811	2,147
15	Oct 8-12	2,555	2,898	2,838	3,019	2,442	1,726	2,923	2,820	3,017	2,858	2,987	2,467	2,930	3,184	2,915	2,626	2,922	2,550	3,311	3,056	2,592	2,889	2,910	2,674	3,569	2,709	2,792	2,856	2,734	2,309
16	Oct 15-19	2,435	2,942	2,943	2,987	2,645	1,702	2,825	2,456	2,915	3,125	3,106	2,185	3,011	3,166	2,912	2,614	3,036	2,198	3,303	3,106	2,502	2,880	3,071	2,453	3,324	2,675	2,933	2,957	2,666	2,325
17	Oct 22-26	2,564	3,051	2,948	3,048	2,676	1,751	2,928	2,849	2,861	3,151	3,024	2,323	3,075	3,219	2,548	2,593	2,945	2,565	2,701	3,271	2,554	2,939	2,979	2,513	3,491	2,906	2,831	2,797	2,865	2,326
18	Oct 29-Nov 2	2,589	3,195	2,919	2,876	2,844	2,095	2,875	2,715	2,894	2,982	3,002	2,514	3,215	3,230	2,915	3,203	3,085	1,573	3,307	3,455	2,610	2,833	2,848	2,293	3,395	2,841	2,735	2,896	2,946	2,388
19	Nov 5-9																														

Other Sample Reports

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Table C-1: Sample Reconciliation Report

Trip Reconciliation Report RCTC				
				Date: 12-30-2018
Lane Transactions				
RAMS Received Transactions		Distinct TZC Transactions		
Pre-processing Transactions				
Qualified Transactions		Unqualified Transactions		
No Tag or Plate Read Transactions		Duplicate - Unqualified State		
Plate Read and Tag Read Transactions		Multiple Transactions		
Data Error - Unqualified State		Split Transactions		
Plate Read Qualified		Straddle - Unqualified State		
Tag Read Qualified		Total		
Total				
Grand Total				
Variance				
Trip Building Transactions				
Trip Building Transactions	Txn Count	Trip Count	Trip Building Trips	Trip Count
Transactions Built - Single Gantry			Multi Gantry	Trips Built Using Tag
Transactions Built - Multi Gantry				Trips Built Using Tag - Rejected
Trip Building Queue				Trips Built Using Plate
Orphan Trip - Rejected				Trips Built Using Plate - Rejected
Transactions in Image Review				Orphan Rejected Trips
Transaction Hold for Images				Total
Entry and Exit Date are Different			Single Gantry	RC-91 Trips
Total				RC-91 Trips - Rejected
				I-15 Trips
				Orphan Rejected Trips
				Total
			Grand Total	
Processed Trips				
	Trip Count	Potential Revenue	Variances	
Customer Trips			Qualified Trip Count	
Dismissed			Processed Trip Count	
Image Review			Variance	
In Process				
IOP Trips				
Violated Trips				
Total				
Reprocessed Trips				
Grand Total				

Note: Data redacted

Trip Reconciliation		Trip Count	Potential Rev
Customer Trips	Customer Posted Adjusted		
Dismissed	Trips are in Image Review		
	Hotplate		
	Post the Transaction to the Unidentified Account		
	Transaction is in Tripbuilding Queue		
Image Review	Preprocess		
	Pending		
In Process	Outstanding		
	RCA Response Pending		
	OOSP Response Pending		
	Negative Balance Hold		
	Hold 21 Days Older		
	Hold for Process		
	Hold for Trip Pricing		
IOP Trips	Transaction Hold for Images		
	Posted to IOP Customer		
Violated Trips	Rejected		
	Violator Posted		
	Linked to Customer		
	Dismissed		
Total			
Reprocessed Trips	Linked to Customer		
	Linked to Violator		
	Linked to IOP		
Grand Total			

Note: Data redacted

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Table C-2: Sample Reconciliation Image Review Dismissals by Reason Code

Date: 01-01-2019

Reason Code	IMR Count
BLURRED	
CHP	
CO/FLAG	
DMVISSUE	
GLARE	
IMGDARK	
IMGHIGH	
IMGLOW	
MOTORCYCLE	
NOPLATES	
NOVEHICLE	
OBSTRUCTED	
OCTABUS	
OUTOFCOUNTRY	
PAPERPLATES	
POLICE	
POORRES	
RTABUS	
STRADDLE	
Total	

Note: Data redacted

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Table C-3: Reconciliation IMR Sub Set

Date: 01-01-2019

Trip Reconciliation Type		IMR Count
Customer Trips	Customer Posted	
	Adjusted	
Dismissed	Trips are in Image Review	
	Transaction is in Tripbuilding Queue	
	Hotplate	
Image Review	Pending	
	Outstanding	
In Process	OOSP Response Pending	
	RCA Response Pending	
	Negative Balance Hold	
	Hold 21 Days Older	
	Hold for Process	
	Hold for Trip Pricing	
	Transaction Hold for Images	
IOP Trips	Posted to IOP Customer	
	Rejected	
Violated Trips	Violator Posted	
	Dismissed	
	Linked to Customer	
Total		
Reprocessed Trips	Linked to IOP	
	Linked to Customer	
	Linked to Violator	
Grand Total		

Note: Data redacted

Table C-4: Excerpt from Active Customers by Zip/City Report

Zip1	City	AccountStatus	Total
92277	29 PALMS	AC	
92530	3257 MOUNTAIN ST	AC	
92865	92865	AC	
98520	ABERDEEN	AC	
21009	ABINGDON	AC	
24210	ABINGDON	AC	
24211	ABINGDON	AC	
70420	ABITA SPRINGS	AC	
93510	ACTON	AC	
30101	ACWORTH	AC	
49355	ADA	AC	
75001	ADDISON	AC	
92301	ADELANTO	AC	
92301	ADELATO	AC	

Note: Data has been redacted.

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Table C-6: Sample Monthly Counts Online Tracking Report

Transaction Type	July		August		September		October	
	#	%	#	%	#	%	#	%
Opt In E-Statement								
Online Applications								
Address Update								
Close Account								
Contacts Updated								
Credit Card Payment								
Credit Card Update								
Email Update								
Lost/Stolen Tag Reported								
Tag - Additional Requested								
Tag - Replacement Requested								
Password Change								
Phone Update								
Pin Updated								
Email Username/Password								
Plan Change								
Security Questions Added								
Security Questions Updated								
Vehicle Added								
Vehicle Deactivated								
Vehicle Updated								
Violation Payment								
Total Online Transactions								
	→							
	+/-							

Note: Data redacted

Table C-7: Sample Weekly Recap Report

Weekly Recap - January 27 through February 02, 2019				
	Actual Potential	Stantec Projected	Variance	Variance %
Total Revenue				
Total Traffic				
Direction	HOV	SOV	Total	HOV %
EB Traffic				
WB Traffic				
Total				
Destination	HOV	SOV	Total	Destination %
EB County Line to I-15				
EB County Line to McKinley				
Total				
WB I-15 to County Line				
WB McKinley to County Line				
Total				
Peak Period Recap	Volume	LOS	Toll Price	Day of Week & Hour
EB County Line to McKinley				
WB McKinley to County Line				
Performance - Peak Period				
EB Speed Highest Volume Hour				
EB Speed Average Peak Period				
WB Speed Highest Volume Hour				
WB Speed Average Peak Period				

Note: Data redacted

Performance - Single Lane Throughput		Volume	LOS	Day of Week & Hour
County Line to I-15 Southbound				
County Line to McKinley				
I-15 Northbound to County Line				
McKinley to County Line				
Actual				
% of Customers without Transponder Read				

Note: Data redacted

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Table C-10: Sample Preprocessing Transaction Counts by Trip Segment and Trip Date Report

Hour	RCTC											OCTA								Total	Hour		
	15NB L1	91WB L1	91WB L2	91WB L3	WB Total	91EB L1	91EB L2	91EB L3	15SB L2	EB Total	RC Total	91WB L1	91WB L2	91WB L3	WB Total	91EB L1	91EB L2	91EB L3	EB Total			OC Total	
0																							
1																							
2																							
3																							
4																							
5																							
6																							
7																							
8																							
9																							
10																							
11																							
12																							
13																							
14																							
15																							
16																							
17																							
18																							
19																							
20																							
21																							
22																							
23																							

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Note: Data redacted

Table C-11: Sample Image Dismissal Report

Gantry	A											B																
	Image Dark	Blurred	Glare	Image High	Image Left	Image Low	Image Right	No Image	No Vehicle	Poor Resolution	Straddle	CalTrans	CHP	Company / Flag	DMV Issue	No Plate	FIRE	Gov't Vehicle	Motorcycle	MTA Bus	Obstructed	OCTA Bus	Out of Country	Paper Plate	Police	RTA Bus		
EB																												
SB																												
NB																												
WB																												

Note: Data redacted

A	B

Gantry	TOTAL DISMISSED	TOTAL IMRs
EB		
SB		
NB		
WB		

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Table C-12: CSC Transponder Inventory Log

Date	Day	Transponder Inventory A + B + C	Beginning	New	Recycled	New - Defect/Wrong Label	Tags	Physical Cnt	@ Other	Ending	Beginning	Daily	Recycled	Defects (W)	Defects (NW)	Physical Cnt	@ Other	Ending Balance @ CSC	Beginning	Defective	Defective	New - Defect /	Physical Cnt	Sent to transponder vendor	Sent to be	Ending	Tags At	
			Balance	Shipment <i>In</i>	Transponders <i>In</i>	Out	Replenished <i>Out</i>	Adjustment <i>In/Out</i>	Locations <i>In/Out</i>	Balance	Balance	Returns <i>In</i>	(to col F) <i>Out</i>	(to col O) <i>Out</i>	(to col P) <i>Out</i>	Adjustment <i>In/Out</i>	Locations <i>In/Out</i>	Balance	(Warranty) <i>In</i>	(No Warranty) <i>In</i>	(Warranty) <i>In</i>	Adjustment <i>In/Out</i>	Out	Destroyed <i>Out</i>	Balance	Balance	transponder vendor	
			D	E	F	G	H			A	I	J	K	L	M			B	N	O	P	Q		R	S	C		
01/01/19	Tue																											
01/02/19	Wed																											
01/03/19	Thu																											
01/04/19	Fri																											
01/05/19	Sat																											
01/06/19	Sun																											
01/07/19	Mon																											
01/08/19	Tue																											
01/09/19	Wed																											
01/10/19	Thu																											
01/11/19	Fri																											
01/12/19	Sat																											
01/13/19	Sun																											
01/14/19	Mon																											
01/15/19	Tue																											
01/16/19	Wed																											
01/17/19	Thu																											
01/18/19	Fri																											

Table C-13: Sample Transponder Activity Report

	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
AVAILABLE TO ISSUE												
Beginning Inventory On Hand at CSC	--	--	--	--	--	--	--	--	--	--	--	--
Add:												
New Transponders Received From transponder vendor	--	--	--	--	--	--	--	--	--	--	--	--
Replacement tags Received From transponder vendor	--	--	--	--	--	--	--	--	--	--	--	--
Recycled Transponders	--	--	--	--	--	--	--	--	--	--	--	--
Received from OCTA to CSC	--	--	--	--	--	--	--	--	--	--	--	--
Total Inventory Increase	--	--	--	--	--	--	--	--	--	--	--	--
Deduct												
Returned to transponder vendor - Defective New Tags	--	--	--	--	--	--	--	--	--	--	--	--
Issued From CSC to Customers	--	--	--	--	--	--	--	--	--	--	--	--
Issued From CSC to Processing Dept.	--	--	--	--	--	--	--	--	--	--	--	--
Issued From CSC to OCTA	--	--	--	--	--	--	--	--	--	--	--	--
Total Inventory Reduction	--	--	--	--	--	--	--	--	--	--	--	--
Physical Inventory Adjustments (+/-)	--	--	--	--	--	--	--	--	--	--	--	--
Transponders at other locations (+/-)	--	--	--	--	--	--	--	--	--	--	--	--
Ending Inventory On Hand at CSC	--	--	--	--	--	--	--	--	--	--	--	--
Transponder Type Breakdown												
Internal Transponders	--	--	--	--	--	--	--	--	--	--	--	--
External Transponders	--	--	--	--	--	--	--	--	--	--	--	--
Switchable Transponders	--	--	--	--	--	--	--	--	--	--	--	--
RETURNED TRANSPONDERS - NOT PROCESSED												
Beginning Returned Transponders On Hand at CSC	--	--	--	--	--	--	--	--	--	--	--	--
Add:												
Daily Returns	--	--	--	--	--	--	--	--	--	--	--	--
Other Increases	--	--	--	--	--	--	--	--	--	--	--	--
Total Increase	--	--	--	--	--	--	--	--	--	--	--	--
Deduct												
Recycled Transponders	--	--	--	--	--	--	--	--	--	--	--	--
Defective Transponders Under Warranty	--	--	--	--	--	--	--	--	--	--	--	--
Scrap Transponders	--	--	--	--	--	--	--	--	--	--	--	--
Other Deductions	--	--	--	--	--	--	--	--	--	--	--	--
Total Reduction	--	--	--	--	--	--	--	--	--	--	--	--
Physical Inventory Adjustments (+/-)	--	--	--	--	--	--	--	--	--	--	--	--
Ending Returned Transponders On Hand at CSC	--	--	--	--	--	--	--	--	--	--	--	--
SCRAP TRANSPONDERS												
Beginning Scrap Transponders On Hand at CSC	--	--	--	--	--	--	--	--	--	--	--	--
Add:												
Scrap Transponders	--	--	--	--	--	--	--	--	--	--	--	--

Hold to transponder vendor - Defective Transponders Under Warranty	--	--	--	--	--	--	--	--	--	--	--	--	--
Other Increases													
Total Increase	--	--	--	--	--	--	--	--	--	--	--	--	--
Deduct													
Destroyed Transponders	--	--	--	--	--	--	--	--	--	--	--	--	--
Sent to transponder vendor	--	--	--	--	--	--	--	--	--	--	--	--	--
Other Deductions	--	--	--	--	--	--	--	--	--	--	--	--	--
Total Reduction	--	--	--	--	--	--	--	--	--	--	--	--	--
Physical Inventory Adjustments (+/-)	--	0	--	--	--	--	--	--	--	--	--	--	--
Ending Scrap Transponders On Hand at CSC	--												
Destination Breakdown													
To go Enviroserv for destruction	--	--	--	--	--	--	--	--	--	--	--	--	--
To go to transponder vendor for evaluation and replacement	--	--	--	--	--	--	--	--	--	--	--	--	--
TRANSPONDERS AT transponder vendor													
Beginning Balance Transponders at transponder vendor	--	--	--	--	--	--	--	--	--	--	--	--	--
Transponders sent to transponder vendor during the month	--	--	--	--	--	--	--	--	--	--	--	--	--
Transponders replaced and received from transponder vendor	--	--	--	--	--	--	--	--	--	--	--	--	--
Transponders debited against shipments - sent to transponder vendor not under warranty and sent back by transponder vendor for destruction	--	--	--	--	--	--	--	--	--	--	--	--	--
Transponders credited against shipments Agreement No. C-6-1365	--	--	--	--	--	--	--	--	--	--	--	--	--
Ending Balance Transponders at transponder vendor	--												

Note: Data has been redacted

Table C-14: Sample Transponder Inventory Report

Status	Jul Activity	<u>7/31/2018</u>	Aug Activity	<u>8/31/2018</u>	Sep Activity	<u>9/30/2018</u>	Oct Activity	<u>10/31/2018</u>	Nov Activity	<u>11/30/2018</u>	Dec Activity	<u>12/31/2018</u>	Jan Activity	1/31/2019
	Jul Activity	Jul-18	Aug Activity	Aug-18	Sep Activity	Sep-18	Oct Activity	Oct-18	Nov Activity	Nov-18	Dec Activity	Dec-18	Jan Activity	Jan-19
ASSN														
DISPOSED														
EXP														
INVN														
LOST														
MISS														
REPL														
RETN														
DMGD														
DEFC														
STOL														
LOSTCOLL														
Number of Transponders on Hand														
Orange Location														
Inventory Status														
Anaheim Location														
Inventory Status														
Corona														
Inventory Status														
Returned Status														
Assigned Status (Tag Rpt 9)														
Total Transponders on Hand														

Note: Data has been redacted.

Table C-15: Sample Summary of Findings (Transponders) Report
 INVENTORY as of end-of-day Date _____

	Physical Count	Clipboard Log	Difference	% error	Transponder Log
New					
Recycle					
Return @ CSC					
Defective (W)					
Scrap/Destroy (no W)					
At other location At transponder vendor					

Note: Data has been redacted.

Table C-16: Sample Transponder Analysis Report

	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19
Orange Location							
Inventory Status	--	--	--	--	--	--	--
Anaheim Location							
Inventory Status	--	--	--	--	--	--	--
Corona							
Inventory Status	--	--	--	--	--	--	--
Returned Status	--	--	--	--	--	--	--
Assigned Status (Tag Rpt 9)	--	--	--	--	--	--	--
Total Transponders on Hand	--	--	--	--	--	--	--
Contract # C-6-1365 (2016 to present)							
# of transponders purchased to date					--	--	--
Unit cost							
Subtotal							
Sales Tax****							
Total Cost							
Contract # C-1-2915 (2012 to 2016)							
# of transponders purchased to date							
Unit cost							
Subtotal							
Sales Tax****							
Total Cost							
Contract # C-1-2915 (2012 to 2016)							
# of transponders purchased to date							
Unit cost							
Subtotal							
Sales Tax****							
Total Cost							
Contract # C-1-2915 (2012 to 2016)							
# of transponders purchased to date							
Unit cost							
Subtotal							
Sales Tax***							
Total Cost							
Contract # C-6-0802 (2007 to 2016)							
# of transponders purchased to date							
Unit cost							
Subtotal							
Sales Tax***							
Total Cost							
Total Inventory Valuation - FIFO							

Note: Data has been redacted.

Table C-17: Sample RCTC Toll Credits Report

Trip Month	TOTAL		Congestion Credits		Toll Credits		Anniversary Credits	
	Count	Dismissed Amount	Count	Amount	Count	Amount	Count	Amount
201703								
201704								
201705								
201706								
201707								
201708								
201709								
201710								
201711								
201712								
201801								
201802								
201803								
201804								
201805								
201806								
201807								
201808								
201809								
201810								
201811								
201812								
201901								
TOTAL								

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Note: Data has been redacted

Table C-18: Sample RCTC Violation Report

Month	Year	Total Txns	Total Tolls	Total Vio's	Vio Rate	Paid Count	Paid Rate	Customer Count	Customer Rate	Dismissed Count	Dismissed Rate	Open Count	Open Rate	NTEVCount	NDTEVCount
3	2017														
4	2017														
5	2017														
6	2017														
7	2017														
8	2017														
9	2017														
10	2017														
11	2017														
12	2017														
1	2018														
2	2018														
3	2018														
4	2018														
5	2018														
6	2018														
7	2018														
8	2018														
9	2018														
10	2018														
11	2018														
12	2018														
1	2019														

Note: Data has been redacted.

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Table C-19: RCTC Violations Summary Report

Total										Dismissed													
Trip Month	Count	Total Outstanding	Count	Total Paid	Count	Total Paid/Dismissed	Count	Total Dismissed	Count	Trip Month	Count	%	Toll Amount	NTEV(P) Count	Penalty 1	NDTEV(P) Count	Penalty 2	NDTEVPE/COLL (HOLD) Count	Penalty 2	COLL (LGBS) Count	Penalty 2	Total Dismissed	
201703										201703													
201704										201704													
201705										201705													
201706										201706													
201707										201707													
TOTAL										TOTAL													

Paid												
Trip Month	Count	%	Toll Amount	NTEV(P) Count	Penalty 1	NDTEV(P) Count	Penalty 2	NDTEVPE/COLL (HOLD) Count	Penalty 2	COLL (LGBS) Count	Penalty 2	Total Paid
201703												
201704												
201705												
201706												
201707												
TOTAL												

Toll Paid/Penalty Dismissed												
Trip Month	Count	%	Toll Amount	NTEV(P) Count	Penalty 1	NDTEV(P) Count	Penalty 2	NDTEVPE/COLL (HOLD) Count	Penalty 2	COLL (LGBS) Count	Penalty 2	Total Paid/Dismissed
201703												
201704												
201705												
201706												
201707												
TOTAL												

Outstanding												
Trip Month	Count	%	Toll Amount	NTEV(P) Count	Penalty 1	NDTEV(P) Count	Penalty 2	NDTEVPE/COLL (HOLD) Count	Penalty 3	COLL (LGBS) Count	Penalty 3	Balance Due
201703												
201704												
201705												
201706												
201707												
TOTAL												

Note: Data has been redacted.

Table C-20: Sample Partial Paid/Dismissed Monthly Summary Report

Trip Month	91EL		TCA		LA Metro		Bay Area		South Bay		I-15		First Time Vio		Write Off < \$1.00		Total	
	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount
201703																		
201704																		
201705																		
201706																		
201707																		
201708																		
201709																		
201710																		
201711																		
201712																		
201801																		
201802																		
201803																		
201804																		
201805																		
201806																		
201807																		
201808																		
201809																		
201810																		
201811																		
201812																		
201901																		
Total																		
%																		

Note: Data has been redacted.

Table C-21: Sample Dismissals (by type) Monthly Summary Report

Trip Month	First Time Vio		ADMINCVDIS - Bad Image		ADMINDISMI - Bad Image		ADDRVAL - Cancel		ADMINCVDIS - Cancel		AFDVAL - Cancel		Out of Country		Rental		Sold		Stolen		Wrong Plate		SUSPENDVIO		MANUAL - INIT - INIT		CANCEL - INIT		Total	
	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount
201703																														
201704																														
201705																														
201706																														
201707																														
201708																														
201709																														
201710																														
201711																														
201712																														
201801																														
201802																														
201803																														
201804																														
201805																														
201806																														
201807																														
201808																														
201809																														
201810																														
201811																														
201812																														
201901																														
Total																														
%																														

Note: Data has been redacted.

Table C-22: Sample Service Center Performance Report

Service Center Performance Report									
Start Date:		1/1/2019 12:00:00 AM							
End Date:		1/31/2019 11:59:59 PM							
									
Queue Name	Offered	Answered	Abandoned <= 20sec	Abandoned > 20sec	Returned to IVR	CSR Disc <=10 Secs	Abandoned Rate	Avg Talk Time hh:mm:ss	Avg Wait Time hh:mm:ss
Customer Service									
Existing Accounts									
New Accounts									
Violations									
Totals:									
Call Center Activity									
Answered									
Abandoned <= 20sec									
Abandoned > 20sec									
IVR Completed Calls									
Returned to IVR									
Total Calls									

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Table C-23: Sample Front Counter Service Monitoring Report

	Total Minutes	Total Customers	Total Time per Customer	Percent of Customers coming in for four weeks	Min Time	Max Time	Date of Max Time
Customer Service							
Existing Accounts							
New Accounts							
Violator							
Total							
Week 1 (6/11 - 6/15)							
Customer Service							
Existing Accounts							
New Accounts							
Violator							
Total							

Note: Data has been redacted.

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Attachment D: Sample KPI Calculations

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Table D-1: Sample BOS Performance Measure Scenario: KPI 1

Scenario	The BOS is not available for CSRs to access accounts when the call center is open for a total of three (3) hours in a month.
----------	--

Downtime Hours (Priority 1 event)	3
-----------------------------------	---

Total Penalty	\$2,500
---------------	----------------

		KPI 1
Days		30
Hours		24
Minutes		60
Total Minutes		43200
Availability %		99.80%
Total Available Minutes		43113.6
Allowable Downtime Minutes		86.4
Downtime Minutes		180
Actual Availability %		99.58%
Penalty Percentage		1.00%
Monthly Invoice Amt		\$250,000
Total Penalty		\$2,500

Table D-2: Sample BOS Performance Measure Scenario: KPI 3 and 4

Scenario	System update causes error with ETTM System-BOS interface that interrupts exchange of data and sending of scheduled files to the OCTA and RCTC ETTM Systems and acknowledgements of files sent from the ETTM System.	
Number of Data/File Exchange Errors (OCTA ETTM)	10	
Number of Data/File Exchange Errors (RCTC ETTM)	10	
Number of Acknowledgement Errors (OCTA ETTM)	5	
Number of Acknowledgement Errors (RCTC ETTM)	5	
Combined / Stacked Penalty	\$7,500	
	KPI 3	KPI 4
Total Errors	20	10
Penalty per Increment	\$250	\$250
Penalty	\$5,000	\$2,500

Table D-3: Sample Performance Measure Scenario: KPI 7

Scenario	On two separate occasions, BOS Software jobs are completed after the expected time. Jobs Process Event #1 is completed 90 minutes after the expected time and Jobs Process Event #2 is completed 45 minutes after the expected time.
----------	--

Number of Job Process events	2
Job Process Event #1 Delay (minutes)	90
Job Process Event #2 Delay (minutes)	45

Combined / Stacked Penalty	\$600
----------------------------	--------------

KPI 7	
Job Process Event #1 Penalty	\$250
Job Process Event #2 Penalty	\$250
Penalized Job Process Event #1 hours	1
Job Process Event #1 Delay Penalty	\$100
Penalized Job Process Event #2 hours	-
Job Process Event #2 Delay Penalty	\$0
Total Penalty	\$600

Table D-4: Sample BOS Performance Measure Scenario: KPI 9 and 10

Scenario	Customer contact information is unavailable for seven (7) days which stops all customer correspondence (email, text, and USPS) until corrections are made to make contact information available.
----------	--

Number of Days without Notifications	7
--------------------------------------	---

Combined / Stacked Penalty	\$5,500
----------------------------	----------------

	KPI 9	KPI 10
Total Days without Notifications	7	7
Allowable delay without Penalty (hours)	0.25	NA
Allowable delay without Penalty (days)	NA	3
Penalty Increments (days)	7	4
Penalty per Increment (\$)	\$500	\$500
Penalty	\$3,500	\$2,000

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Table D-5: Sample BOS Performance Measure Scenario: KPI 14 & 15

Scenario	Agency audit discovers two (2) instances where Contractor does not follow the Approved change management process and eight (8) BOS failures that were not accurately logged within PMMS.	
Number of Change Mgt Events	2	
Number of BOS failures not logged	8	
Combined / Stacked Penalty	\$12,000	
	KPI 16	KPI 17
Total Events	2	8
Penalty per Increment	\$5,000	\$250
Penalty	\$10,000	\$2,000

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Table D-6: Sample BOS Performance Measure Scenario: KPI 16-19

Scenario	BOS failure occurs at noon. Contractor acknowledges failure at 3:00 PM, repairs Priority 1 failure at 5pm, Priority 2 failure at midnight, and Priority 3 failure seven (7) days following initial BOS failure.
----------	---

Acknowledgement Time (hours)	3
Time to Repair Priority 1 failure (hours)	5
Time to Repair Priority 2 failure (hours)	12
Time to Repair Priority 3 failure (days)	7

Combined / Stacked Penalty	\$3,500
----------------------------	---------

KPI 16	
Hours to Acknowledge (Priority 1)	3
Allowed Hours to Acknowledge (Priority 1)	1
Penalty Increments (Priority 1)	1
Penalty per Increment (Priority 1)	\$1,000
Hours to Acknowledge (Priority 2)	3
Allowed Hours to Acknowledge (Priority 2)	4
Penalty Increments (Priority 2)	-
Penalty per Increment (Priority 2)	\$500
Hours to Acknowledge (Priority 3)	3
Allowed Hours to Acknowledge (Priority 3)	24
Penalty Increments (Priority 3)	-
Penalty per Increment (Priority 3)	\$250
Penalty	\$1,000

	KPI 17	KPI 18	KPI 19
Time to Repair (hours)	3	12	168
Time to Repair (days)	NA	NA	7
Allowed Time to Repair (hours)	4	24	NA
Allowed Time to Repair (days)	NA	NA	3
Hours of Delay	-	-	NA
Days of Delay	NA	NA	4
Penalty per Event	\$2,500	\$1,000	\$500
Penalty per Hour of Delay	\$200	\$100	NA
Penalty per Day of Delay	NA	NA	\$500
Penalty	-	-	\$2,500

Table D-7: Sample BOS Performance Measure Scenario: KPI 20-22

Scenario	Agency audit finds PCI data was exposed to unauthorized persons seven (7) days ago. Contractor immediately notifies all affected customers and begins addressing PCI vulnerability. Contractor successfully implements, tests, and obtains approval of the fixes required five (5) weeks from the initial PCI vulnerability.
Total days PII/PCI data exposed to unauthorized	7
Total days to contact customers of breach	7
Total days to remediate PII/PCI deficiencies	35
Combined / Stacked Penalty	\$192,500
KPI 20	
Number of security breach events	1
Total days PII/PCI data exposed to unauthorized	7
Unpenalized days till customer notification	1
Days PII/PCI data exposed to unauthorized	6
Penalty per Event & subsequent days of exposure	\$25,000
Penalty	\$175,000
KPI 21	
Number of Events	1
Total days to contact customers of breach	7
Unpenalized days to contact customers of breach	3
Days of delay	4
Penalty per Event	\$5,000
Penalty per day of delay	\$2,500
Penalty	\$15,000
KPI 22	
Total days to remediate PII/PCI deficiencies	35
Unpenalized days to remediate PII/PCI deficiencies	30
Days of delay	5
Penalty per day of delay	\$500
Penalty	\$2,500

Table D-8: Sample BOS Performance Measure Scenario: KPI 23-24

Scenario	Primary BOS failure occurs at noon impacting production data for 30 minutes. Full transfer of production to the DR site is achieved by 6:00pm.
----------	--

RPO (Minutes)	30
RTO (hours)	6

Combined / Stacked Penalty	\$7,000
----------------------------	----------------

KPI 25	
Number of RPO events	1
Total RPO minutes	30
Unpenalized RPO minutes	10
Penalized RPO minutes	20
Penalty per RPO Event	\$5,000
Penalty per increment	\$1,000
Penalty	\$7,000

KPI 26	
Number of RTO events	-
Total RTO hours	6
Unpenalized RTO hours	24
Penalized RTO hours	-
Penalty per RTO Event	\$5,000
Penalty per increment	\$250
Penalty	-

**Table D-9: Sample CSC Operations
 Calculation: Example 1**

Category	KPI Miss Frequency	Penalty
Reporting of all Operations Failures to the Agencies	0	0
Monthly Reconciliations	0	0
Customer Satisfaction	95.0%	0
Speed of Answer - Calls	2 days	6
Abandon Rate	0 days	0
Speed of Answer - Chat	0	0
Speed of Answer - Text	1 day	3
Speed of Answer - Email	1 day	3
First Contact Resolution	2 days	10
WIC Wait Time	0	0
Resolve Customer Cases - Timeliness	1 day	3
Resolve Customer Cases - Accuracy	99.75%	0
Reason Code - Accuracy	99.30%	0
Identified High Priority Issues - Assigned	0	0
Identified High Priority Issues - Resolved	0	0
Processing of Returned Mail	0 days	0
Processing of New Transponder Requests	1 day	3
Payment Processing	0 days	0
Research and Resolve Unidentified Payments	0 days	0
Process and Issue Refunds	0	0
Staff Turnover / Attrition	3%	0
		28
	Invoice	
	Penalty	0%

**Table D-10: Sample CSC
 Operations Calculation: Example 2**

Category	KPI Miss Frequency	Penalty
Reporting of all Operations Failures to the Agencies	0	0
Monthly Reconciliations	0	0
Customer Satisfaction	90.5%	0
Speed of Answer - Calls	6 days	18
Abandon Rate	2 days	6
Speed of Answer - Chat	3 days	9
Speed of Answer - Text	1 day	3
Speed of Answer - Email	2 days	6
First Contact Resolution	3 days	15
WIC Wait Time	3 days	9
Resolve Customer Cases - Timeliness	2 days	6
Resolve Customer Cases - Accuracy	99.10%	0
Reason Code - Accuracy	99.30%	0
Identified High Priority Issues - Assigned	0	0
Identified High Priority Issues - Resolved	0	0
Processing of Returned Mail	2 days	6
Processing of New Transponder Requests	3 days	9
Payment Processing	0 days	0
Research and Resolve Unidentified Payments	2 days	6
Process and Issue Refunds	2 days	6
Staff Turnover / Attrition	7%	10
		109
	Invoice	
	Penalty	2%

**Table D-11: Sample CSC
 Operations Calculation: Example 3**

Category	KPI Miss Frequency	Penalty
Reporting of all Operations Failures to the Agencies	1	3
Monthly Reconciliations	0	0
Customer Satisfaction	78.0%	30
Speed of Answer - Calls	10 days	30
Abandon Rate	7 days	21
Speed of Answer - Chat	5 days	15
Speed of Answer - Text	4 days	12
Speed of Answer - Email	4 days	12
First Contact Resolution	8 days	40
WIC Wait Time	5 days	15
Resolve Customer Cases - Timeliness	2 days	6
Resolve Customer Cases - Accuracy	98.90%	30
Reason Code - Accuracy	99.30%	0
Identified High Priority Issues - Assigned	1	3
Identified High Priority Issues - Resolved	0	0
Processing of Returned Mail	4 days	12
Processing of New Transponder Requests	6 days	18
Payment Processing	3 days	15
Research and Resolve Unidentified Payments	3 days	9
Process and Issue Refunds	2 days	6
Staff Turnover / Attrition	7%	10
		287
	Invoice	
	Penalty	12%

EXHIBIT C: PRELIMINARY MILESTONE SCHEDULE

(For Offerors to Use in Development of Project Implementation Schedule)

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Preliminary Milestone Schedule

Major Milestone Description**	Projected Start*	Projected End*
Agreement Effective Date	Months from Agreement Effective Date	
Preliminary Project Planning	0	2
Project Management Plan Approved		
Baseline Implementation Schedule Approved		
Software Development Plan Approved		
Quality Assurance Plan Approved		
Facility Design	0	3
Facility Design Inputs Provided		
System Design and Development Meetings and Workshops	1	6
Business Rules Workshops Completed		
Software Walkthrough Meetings		
Reports Design Workshops Completed		
Performance Reporting Workshops Completed		
System Detailed Design Review Meetings and Workshops Completed		
Use Case Workshops Completed		
System Design and Development Documents***	4	10
Master Test Plan Approved		
Requirements Traceability Matrix Approved		
Business Rules Approved		
System Detailed Design Document Approved		
BOS and CSC Operations Documentation ***	6	14
Approval of all Remaining BOS and Operations Plans		
Testing and Installation	12	18
Unit Testing - Test Plan and Procedures Approved		
Unit Testing (75% first phase and 100% second phase) Approved		
System Integration Testing - Test Plan and Procedures Approved		
System Integration Testing Approved		
User Acceptance Testing - Test Plan and Procedures Approved		
User Acceptance Testing Approved		
Final Testing and Mobilization	16	21.5
Achieve Commencement or Ramp-up/Customer Services		
Approval of all Training Materials and Manuals		
Training Complete		

Onsite Installation and Commissioning, Data Migration and Transition Testing - Test Plan and Procedures Approved		
Onsite System Installation and Commissioning Testing Approved		
Operational Readiness Demonstration Completed		
Go-Live	22.5	
BOS Acceptance Testing	23.5	28.5
BOS Acceptance	28.5	

* Calendar Year

** Schedule dates shown are planned dates and are subject to change by the Agencies.

*** Contractor's schedule shall allow for the preliminary submittals, and Agencies' reviews as described in the Requirements.

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EXHIBIT D: PRICE PROPOSAL AND INSTRUCTIONS

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PRICE PROPOSAL

REQUEST FOR PROPOSALS (RFP) 9-1177

PLEASE REFER TO THE ATTACHED PRICING SHEETS AND INSTRUCTIONS FOR GUIDANCE ON COMPLETING THE PRICING SHEETS.

THE ACKNOWLEDGMENT BELOW MUST BE SIGNED AND SUBMITTED WITH BOTH THE TECHNICAL AND PRICE PROPOSALS.

-
1. I acknowledge receipt of RFP No. 0-2352 and Addenda No.(s) _____
 2. This offer shall remain firm for _____ days from the date of Proposal
(Minimum 210)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

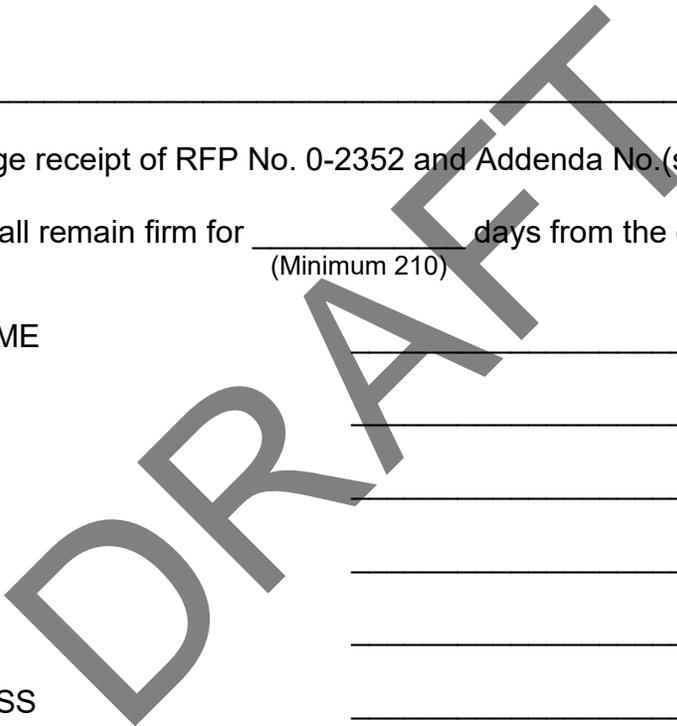
FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____



1. How to Complete the Pricing Sheets – General Instructions

Offerors shall complete the Price Proposal Forms in accordance with the following instructions:

1. Offerors shall submit their Price Proposals on the Price Proposal Forms included in this Exhibit D. Price Proposals shall be sealed and submitted separately from the Technical Proposal in the quantities and manner identified in Section 1 of the RFP.
2. The Price Proposal Forms shall constitute the full and complete Price Proposal for compensation for performance of the Contractor's Work. Offerors must complete the Price Proposal Forms in their entirety.
3. The Price Proposal includes summary sheets 1 - 6 and associated back-up sheets. The back-up sheets are labeled to identify the corresponding summary sheet; for example, Sheet 2-1 is a back-up sheet to Sheet 2. Back-up sheets are located immediately after their associated summary sheet. The sheets are as follows:
 - a. Project Cost Summary - Sheet 1
 - b. BOS Implementation Cost - Sheet 2 Series:
 - i. Sheet 2: Base Contract and Optional Items BOS Implementation Cost Summary
 - ii. Sheet 2-1: Back-up Base Contract and Optional Items BOS Implementation Cost Detail
 - iii. Sheet 2-2: Back-up BOS Implementation Cost Staff Rates and Hours
 - c. Base Contract and Optional Extensions BOS Administration, Maintenance and Support Services Cost - Sheet 3 Series:
 - i. Sheet 3: Base Contract and Optional Extensions, including Optional Items, BOS Administration, Maintenance and Support Services Cost Summary
 - ii. Sheet 3-1: Back-up Monthly Trip Fee Cost
 - iii. Sheet 3-1a: Back-up Monthly Trip Fee Year 1 Base Contract Monthly Labor and Direct Cost Detail
 - iv. Sheet 3-1b: Back-up Trip Fee Year 1 Base Contract Staff Rates and Hours
 - v. Sheet 3-2: Back-up Per Item Pricing
 - vi. Sheet 3-3: Back-up Annual ROV Lookup
 - d. Base Contract and Optional Extensions CSC Operations Cost - Sheet 4 Series:
 - i. Sheet 4: Base Contract and Optional Extensions CSC Operations Cost Summary
 - ii. Sheet 4-1: Back-up Base Contract and Optional Extensions CSC Operations Cost Monthly Variable Costs
 - iii. Sheet 4-2: Back-up CSC Operations Costs Year 1 Base Contract Monthly Schedule of Direct Cost

- iv. Sheet 4-3: Back-up CSC Operations Cost Year 1 Base Contract Staff Rates and Hours
 - e. Transition and Succession Cost Summary - Sheet 5 - Standalone Sheet-*no back-up*
 - f. Additional Services Rates Cost - Sheet 6 Series:
 - i. Sheet 6: Base Contract and Optional Extensions Additional Rate Services Cost Summary
 - ii. Sheet 6-1: Back-up Additional Services Rates
 - g. Base Contract and Optional Extensions Estimated Pass-Through Cost Summary - Sheet 7 - Standalone Sheet-*no back-up*
 - h. Milestone Payment Schedule - Sheet 8 - Standalone Sheet-*no back-up*
4. Offerors shall not fill in any grayed-out cells on the Price Proposal Forms, nor shall the Offeror make any other entry on or alteration to the Price Proposal Forms other than in accordance with these Price Proposal Instructions.
 5. The Agencies may waive or correct any error appearing in the Offeror's completed Price Proposal Forms if the correct amount can be clearly ascertained from the information provided; however, is the Agencies are under no obligation to do so. The Agencies reserves the right to reject Price Proposals that are not completed in accordance with the instructions set forth herein. In the event of an inconsistency between the amount stated in numbers and the amount stated in written words, the amount stated in written words will control. In the event of a mathematical miscalculation, the correct sum will control.
 6. All elements of the Price Proposal must be completed. If zero (0) quantities are included in the Proposal, a zero (0) must be entered into the corresponding cell. In addition, all items identified by the Agencies in the price sheets will be assumed to be included in the Offeror's submitted Price Proposal and shall be considered to be compliant to (e.g., inclusive of all Requirements) Exhibit B, Scope of Work and Requirements.
 7. The Price Proposal shall be inclusive of all costs, including (without limitation) all Contractor management, administrative and support labor costs, as well as all direct costs associated with BOS. The total price shall include (without limitation) all overhead, burden, profit, taxes, duties, fees, warranties, Equipment, supplies, Software, parts and materials, Contractor-acquired permits, licenses, warranties, and all other items necessary to meet the Contractor contractual requirements associated with the BOS and necessary to meet the all requirements of the Project as described in the RFP, including, but not limited to Exhibit B, Scope of Work and Requirements.
 8. All labor rates provided are to include overhead, burden and profit ("Loaded Labor Rate").
 9. No price escalation will be allowed above the costs provided on the Price Proposal Forms to complete the Work, except as specifically identified herein.
 10. The electronic copies of the Price Proposal Form are password protected. Only those cells in which Offerors may enter data are unlocked for Offerors to enter data. Offerors shall not unlock or otherwise alter the spreadsheets.
 11. On most sheets, there are formulas that are automatically calculated based on data entered from elsewhere in the sheet or work book. Font and background colors are used to differentiate different types of input/cells as follows:

- Black font – Indicates the cell cannot be altered by Offeror.
- Light red background with red font – Indicates the Offeror must enter data for all non-zero data. All such cells must be completed accordingly.
- Light yellow background – Indicates optional text input allowed, if Offerors need to provide additional detail.
- Light yellow background with red font – Indicates Offeror must enter data for any applicable item.
- Light green background – Indicates that data has been entered into the cell by the Offeror. Light red and light yellow background will change to light green when any non-zero data is entered. The background for any cells where the Offeror enters zero (0) will not change colors in this manner.
- Grayed-out cells – Offerors shall not fill in or alter any grayed-out cells under any circumstances.

12.F For the purposes of determining the amount of the performance and payment bonds, Offeror should do the following:

- Implementation Phase: Use the BOS Implementation Costs shown on Sheet 1 Project Cost Summary (Cell C5).
- Operations and Maintenance Phase: A table has been provided on Sheet 4 that automatically calculates the amounts to be bonded for each year based on Offeror's Price Proposal. The Projected Bonds Amounts presented include the value of both Operations and Maintenance.
- Note that the bonded amount shall exclude the estimated value of pass-through costs which should not be included in the bonded amount.

13.W While the Agencies have made every effort to ensure the Price Proposal Forms contain accurate formulas and calculation, Offerors are required to independently verify that formulas and calculations are being performed correctly.

14.A An officer of the Offeror who is authorized to bind the Offeror to the Contract or an individual otherwise authorized in writing by an officer of the Offeror must sign, date, enter the authorized officer's name and title and then enter the price written out in words for Sheet 1 Project Cost Summary in the appropriate place as identified.

2. How to Complete Each Pricing Sheet – Detailed Instructions

2.1. Project Summary – Sheet 1

The Offeror's price for the Total Base Contract and Optional Extensions Project Costs shall be the aggregate of all costs (excluding pass-through costs) included in Project Summary Sheet 1. Sheet 1 Project Summary will automatically summarize the costs and pricing detailed in Sheet 2 BOS Implementation Cost Summary, Sheet 3 Base Contract and Optional Extensions BOS Administration, Maintenance and Support Services Cost Summary Sheet 4 Base Contract and Optional Extensions CSC Operations Cost Summary, Sheet 5 End of Contract Succession and Transition Cost Summary, Sheet 6 Base Contract and Optional Extensions

Additional Rate Services Cost Summary, and Sheet 7 Base Contract and Optional Extensions Estimated Pass-Through Cost Summary.

Estimated Pass-Through Costs presented on Sheet 1 are provided for Agency budgeting purposes only and do not represent actual costs to be invoiced by the Contractor.

2.2. BOS Implementation Cost Summary - Sheets 2, 2-1 and 2-2

The Offeror's total price for the BOS Implementation Cost Summary shall be the aggregate of all costs included in Sheet 2 BOS Implementation Cost Summary. Sheet 2 covers all costs associated with the implementation of the BOS.

To complete Sheets 2, 2-1 and 2-2 do the following:

1. Begin with Sheet 2-1. This sheet provides the back-up Base Contract, including Optional Items, BOS Implementation Cost detail. In the description of items columns (A/B), a number of pre-populated cost categories are included. The Offeror should enter additional detail in the rows under each cost category, using as many rows as needed. If there is a category that is not pre-populated enter that category under the "Other" category. Starting in column (C), enter the number of units or months for each Implementation price component (e.g., use "4" to represent four units of an item or "1" to represent a lump sum). In column (D) enter the unit cost. Total unit costs will be calculated automatically in column (E). In column (F), enter the labor costs associated with each of the price components. The costs for each sub-component (the sum of columns (E) and (F)) will then automatically be calculated in column (G) and the sum of all lines for each category will automatically be sub-totaled. A total for the sheet will be calculated at the bottom of the sheet.
2. Next, move down sheet 2-1 and complete the same information for the Optional Items categories. The costs for each sub-component (the sum of columns (E) and (F)) will then automatically be calculated in column (G) and the sum of all lines for each category will automatically be sub-totaled.
3. Sheet 2 is automatically populated from Sheet 2-1.
4. Move to Sheet 2-2. This sheet provides the back-up BOS Implementation Costs for staffing, including rates and hours. Enter names for each of the positions at the top of the list (highlighted in light red) identified as Key Personnel position on the project. Next, enter specific loaded labor rate for the position, including burden and profit, in the loaded labor rate column (D) and their number of hours in column (E).
5. Next, move down sheet 2-2 and complete the same information for positions that are pre-populated by position type in column C. Column B is greyed out and staff names are not required for these additional positions. Additional space below is provided for Offerors to enter position types if they are not covered under the pre-populated categories above.
6. The total loaded labor dollars will be automatically calculated in column (F) for each staff person and labor category and a grand total will be calculated. *This labor dollar grand total must match the total labor dollars total on Sheet 2-1.* A labor check cell is provided on sheet 2-1 to assist Offerors with verifying that the two (2) labor totals are equal.

2.3. Base Contract and Optional Extensions, including Optional Items BOS Administration, Maintenance and Support Services Cost Summary - Sheets 3, 3-1, 3-1a, 3-1b, 3-2 and 3-3

The Offeror's total price for Base Contract and Optional Extensions BOS Administration, Maintenance and Support Services Cost shall be the aggregate of all costs included in Sheet 3.

To complete Sheets 3, 3-1, 3-1a, 3-1b, 3-2, and 3-3 do the following:

1. Begin with Sheet 3-1. In the Monthly Trip Fee Cost (Based on Assumed Volumes) worksheet for the Base Contract and Optional Extensions, including Optional Items.
 - a. The Contractor shall be paid a monthly fixed fee based on the actual total volume of trips processed for the month. Only trips generated on the 405 Express Lanes and provided to the BOS by the OCTA System Contractors shall be used in calculating the monthly fixed fee.
 - b. Enter trip "from/to" values for three (3) tiers of volumes (Level 1 through 3) that represent Offeror's volume pricing break points associated with Total Trips Processed. The tiers cover an overall range of up to a maximum number of Total Trips per month.
 - c. Next, enter the lump sum monthly fee associated with each of the three (3) levels for the Base Contract (Maintenance Years 1-6) and Optional Extensions (Maintenance Years 7-11). The fee amounts entered represent the monthly payment that the Offeror will receive if the actual total volume of trips falls within that tier level. Fees are not cumulative in that the Contractor will be only paid based on which level the Total Trips Processed fall into.
 - d. Next, enter the lump sum monthly fee associated with each of the two (2) Optional Items for the Base Contract (Maintenance Years 1-6) and Optional Extensions (Maintenance Years 7-11). The fee amounts entered represent the monthly incremental increase that the Offeror will receive if the Optional Item is selected.
 - e. Moving down the sheet note that the next two tables, Monthly Assumed Trip Volumes for Evaluation Purposes and Monthly Trip Fee Cost Based on Assumed Trip Volumes for Evaluation Purposes, do not require any entries by the Offerors. This sheet applies Offerors' volume pricing to assumed monthly volumes of Total Trips Processed established by the Agencies for evaluation purposes only. There are no guaranteed trip volumes for any given year or month.
 - f. Sheet 3 is automatically populated from Sheet 3-1.
2. Move to Sheet 3-1a. This sheet provides back-up information on the breakdown of the monthly fee-based Maintenance costs entered on Sheet 3-1, based on the assumed trip volumes shown in Sheet 3-1. Costs shall be provided for Year 1 only. Do not include peripheral costs or any facility costs associated with CSC Operations cost which are to be included in Sheet 4. In the description of items column (A), a number of pre-populated cost categories and sub-categories are included. The Offeror may enter additional detail in the rows under each cost category, using as many rows as needed. Starting in column (B), enter the number of units or months for each price component (e.g., use "4" to represent four units of an item or "1" to represent a lump sum). The costs for each sub-component will then automatically be calculated in column (D) and the sum of all lines for each component will automatically be sub-totaled. A total for the sheet will be calculated at the bottom of the sheet.

3. Move to Sheet 3-1b. This sheet provides the trip fee back-up Year 1 Base Contract Maintenance Cost for staffing rates and hours. Enter names for each of the positions at the top of the list identified as Key Personnel positions on the project. Then enter specific loaded labor rate for the position, including burden and profit, in the loaded labor rate column (D) and their number of hours in column (E).
4. Next, move down sheet 3-1b and complete the same information for positions that are pre-populated by position type in column C. Column B is greyed out and staff names are not required for these additional positions. Additional space below is provided for Offerors to enter position types if they are not covered under the pre-populated position categories above.
5. The total monthly labor cost (Sheet 3-1b total divided by 12) plus the total monthly direct cost (Sheet 3-1a) will be automatically calculated and will populate the Year 1 Monthly Cost Check cell on Sheet 3-1. The monthly grand total must match the total direct cost and labor dollars total on Sheet 3-1. A cost check cell is provided on the bottom of the sheet to assist Offerors with verifying that the two (2) totals are equal.
6. Move to Sheet 3-2. In the Printing and Handling Notifications Section, the Offeror shall enter the per piece costs for each of the types of printing and handling listed for the Base Contract and Optional Extension period. Pricing shall include all costs for delivery of the mail to the post office, all presort costs, NCOA related costs, all commercial permits, inserting, stuffing, assembling the mailing, etc. The costs entered will be multiplied by the annual volumes which have been provided by the Agencies for evaluation purposes only. There are no guaranteed per item volumes for any given year or month.
7. Total Annual Per Item Pricing will be calculated automatically at the bottom of the sheet. Sheet 3 is automatically populated from Sheet 3-2.
8. Move to Sheet 3-3. This sheet provides the Annual ROV Lookup (Blended Rate Per Successful ROV Lookup, Based on Assumed Volumes) evaluation cost. A Successful ROV lookup is defined as receiving an address capable of receiving USPS mail. The Offeror shall provide the blended rate unit price for Successful ROV Lookups for each year. The Contractor shall be paid for Successful ROV Lookups only. The blended rate shall take into account that the Contractor shall not be reimbursed for the cost of lookups for any jurisdiction where a no-cost lookup is provided for via an agreement between the Agencies and the jurisdiction (for example, California). The volumes provided are for budgeting and price evaluation purposes only and are not guaranteed. The blended rate provided shall be fixed, and the rate is not subject to volume adjustments.
9. Total Annual Evaluation Cost will be automatically calculated. Sheet 3 is automatically populated from Sheet 3-3

2.4. Base Contract and Optional Extensions CSC Operations Cost Summary - Sheets 4, 4-1, 4-2, and 4-3

The Offeror's total price for Base Contract and Optional Extensions CSC Operations Cost shall be the aggregate of all costs included in Sheet 4.

Offerors shall input per-item unit costs for each of the operations cost categories as follows:

- Per Active Account per month – Includes all Active Accounts with at least one financial transaction within the last six months. For example, research by the CSR or the opening or resolution of a Case do not qualify an account as Active.

- For all account correspondence, Notices of Toll Evasion Violations, Initial CSC Operations Collections Attempts, and Invoices (Optional Item), Offeror costs shall exclude postage and skip tracing fees, which would be paid for as pass-through costs (see Section 2.8). Offeror costs shall also exclude mail handling fees, which would be paid for as per-item costs (see Section 2.3).
 - Per Notice of Toll Evasion Violation mailed – Includes all Notice of Toll Evasion Violation generated and successfully mailed during the applicable month, regardless of whether or not a Notice of Delinquent Toll Evasion Violation is mailed. No additional CSC Operations payment will be made for Notices of Delinquent Toll Evasion Violation mailed.
 - Per Initial CSC Operations Collections Attempt (prior to a Collections Placement) – Per pre-Collections Placement and includes all Initial CSC Operations Collections Notices generated and successfully mailed and/or outbound calls placed (based on DMV and/or skip-trace information) during the applicable months and based on the Offeror’s approach described in the Contractor’s proposal.
 - Per Invoice mailed (Optional Item) – Includes all Invoices and Notices of Toll Evasion Violation generated and successfully mailed during the applicable month. The Offeror’s cost per Invoice shall be the incremental cost (increase, decrease, or net zero change) to manage the mailing of Invoices as part of the Violation Notice process.
- Per Hearing – Includes the cost of providing an Administrative Hearing Officer for each Administrative Hearing conducted or not cancelled by the prior Business Day.

Offerors should apply pricing in a manner that is reflective of the Offeror’s actual costs related to that cost category. The Agencies do not currently do invoicing; however, costs are being captured for a possible future change in toll policy.

To complete Sheets 4, 4-1, 4-2, and 4-3 do the following:

1. Begin with Sheet 4-1. The sheet contains four (4) Monthly Variable Fees types and levels for each year for Active Accounts, Notices of Toll Evasion Violation, Initial Collections Notices, and Invoices (Optional Item). The cells for category type and the monthly evaluation number of units (for evaluation purposes) for each category have already been populated by the Agencies and should not be altered or deleted. The Agencies do not guarantee that the evaluation quantities shown will be the actual quantities that occur during the Operations Phase.
2. In columns (D) and (E) provide proposed minimum and maximum volumes for each tier for each of the three categories. The Contractor will be compensated for each category based on the actual volumes experienced during the month and the levels in which those volumes fall. Note that the Level 1 volume begins with 1 transaction already entered in for each of the categories and a maximum value for Level 3 is also provided.
3. Next, enter the proposed unit cost for each category type and level for each year. Resulting Monthly Fees are *cumulative* in that the Contractor shall be paid for the volumes that fall within each of the monthly categories at the unit prices proposed for that level. For example, if the total volumes are at or below the Level 1 maximum established by the Contractor, the Contractor shall only be paid based on Level 1 pricing. Alternatively, if total volumes fall within the Level 3 range, the Contractor shall be paid based on the actual volumes that fall within each of the three levels.
4. Moving down the sheet, enter the Per Hearing cost.

5. The Total Monthly Cost for each category/level where applicable, excluding Optional Items, will then automatically calculate based on evaluation volumes and the total monthly cost summary will be shown in the appropriate line item on Sheet 4.
6. Move to Sheet 4-2, which provides for other direct cost (non-labor) back-up information for Sheet 4-1. Sheet 4-2 provides the monthly back-up details *for Year 1 only*. There are three cost categories with cost items provided under each category. Enter monthly unit quantities and unit costs for the identified cost item. If the item is provided as a lump sum the quantity should be entered as 1. Space is also provided for the Offeror to enter additional cost items. Total monthly unit costs and total direct costs for each sub-category will then automatically calculate and summarized.
7. Sheet 4-3 provides labor back-up information for Sheet 4-1 *for Year 1 only*. Enter names for each of the positions at the top of the list identified as Key Personnel positions on the project. Then enter specific loaded labor rate for the position, including burden and profit, in the loaded labor rate column (D) and their number of hours in column (E).
8. Next, move down sheet 4-3 and complete the same information for positions that are pre-populated by position type in column C. Column B is greyed out and staff names are not required for these additional positions. Additional space below is provided for Offerors to enter position types if they are not covered under the pre-populated position categories above.
9. The total labor dollars will be calculated and shown under column (F) for each staff person and labor category and a grand total will be calculated.

NOTE: The total amounts from Sheet 4-2 and Sheet 4-3 (annual cost divided by 12 months) shall equal Sheet 4-1 Sub-total for Year 1 Base Contract Monthly Variable CSC Operations Cost. A Year 1 monthly cost check cell is provided on Sheet 4-1 to assist Offerors with verifying that the two totals are equal.

10. The annual costs for each price element on Sheet 4 will automatically be calculated.
11. The Projected Bond Amounts table included on Sheet 4 is provided for Offeror to determine the O&M performance bond value that will be the basis for costs to be entered on Sheet 3-1a and Sheet 4-2. Offeror should allocate the respective proportional cost of the O&M bond to Maintenance on Sheet 3-1a and Operations on Sheet 4-2.

2.5. Transition and Succession Cost Summary – Sheet 5

The Offeror's total price for Transition and Succession Costs shall be the aggregate of all costs included in Sheet 5. Sheet 5 covers all costs to be paid by the Agencies for end of contract Transition and Succession requirements identified in Exhibit B Scope of Work and Requirements.

To complete Sheet 5 do the following:

1. Provide a cost for each End of Contract Succession and Transition component identified in column (B). The Offeror may add items below the components listed as needed, including as much detail as space allows. Starting in column (C), enter the number of units for each component (e.g., use "4" to represent 4 units of an item or "1" to represent a lump sum). In column (D) enter the unit cost. Include all non-labor costs required for each price component. Total unit costs will be calculated automatically in column (E).
2. In column (F), enter the labor hours associated with each of the Transition required positions. In column (G) enter the specific Operations and Maintenance year 6 loaded labor rate, including burden and profit. Total labor costs will be calculated automatically in column (H). The costs for

each component (the sum of columns (E) and (H)) will then automatically be calculated in each line in column (I), with the sum of all lines for this sheet automatically calculated and totaled in the bottom row. If Transition occurs after Operations and Maintenance year 5 (i.e., during Operations and Maintenance option term years) adjustment to the price shall be made in accordance with Section 2.9.

3. The total costs will automatically be shown in the appropriate line item on Sheet 1 Project Summary.

2.6. Additional Services Rates - Sheets 6 and 6-1

The Offeror's total price for Base Contract (Operations and Maintenance Years 1-6) and Optional Extensions (Operations and Maintenance Years 7-11) for Additional Services shall be the aggregate of all costs included in Sheet 6.

To complete Sheets 6 and 6-1 do the following:

1. The Offeror's shall provide 2020 fully loaded hourly labor rates, including burden and profit, for the staff shown in Sheet 6-1. All changes to the Contract involving labor shall use the hourly labor rates provided by the Offeror in this table for the Implementation Phase and for each year of Operations and Maintenance (Years 1-11).
2. For changes during the Implementation Phase the labor rates shown for 2020 shall apply with no escalation regardless of the point in Implementation.
3. For changes in the Maintenance Phase the labor rates shown will be escalated from 2020 using the CPI as further described in Section 2.9.
4. Hours are entered on Sheet 6-1 for evaluation purposes only. These are estimates and are not a guarantee of Work.
5. An annual labor rate escalation percentage of 3% has been included for evaluation purposes only for Maintenance Years 1-11. Actual hourly labor rates beginning in Year 1 of Maintenance shall be adjusted based on changes to the CPI as provided in Section 2.9 below.
6. The total loaded labor evaluation dollars will be automatically calculated for each staff position and labor category and an annual total will be calculated.
7. Sheet 6 is automatically populated from Sheet 6-1. The annual cost for Total Additional Services will then automatically be calculated.

2.7. Pass-Through Costs - Sheet 7

The Contractor will be allowed to expense some cost items as pass-through costs. The Agencies have included annual estimated pass-through costs in Sheet 7, Base Contract and Optional Extensions Estimated Pass-Through and Cost Summary for all Offerors. These estimates do not imply actual costs to be invoiced by the Contractor, but rather are for the Agencies' budgeting purposes only. The pass-through costs shall be paid based on actual costs incurred by the Contractor and pre-Approved by the Agency and invoiced without markup.

The allowable pass-through costs include:

- Postage (not including any efforts, mail-house costs or other costs required to obtain the postage rate) (Maintenance and Operations Phase);

- Skip-Tracing (Successful) (Maintenance and Operations Phase);
- Skip-Tracing (Unsuccessful) (Maintenance and Operations Phase);
- Welcome/Transponder Kits (Maintenance and Operations Phase);
- Transponder readers and programmers, if pre-approved by the Agencies;
- Transponder Shipping Supplies/Materials including envelopes, sealing wafers, special inserts, and stickers (Maintenance and Operations Phase);
- Disposal of Transponders with Lithium batteries (only the cost of third-party pick-up and third-party destruction fees) (Maintenance and Operations Phase);
- Domain Names and URLs (Implementation and Maintenance and Operations Phases); and
- Facilities and equipment permit and invoice fees related air quality and environmental health.

Unless specifically noted above, other costs (e.g., consumables) are not permitted as pass-throughs.

2.8. Milestone Payment Schedule - Sheet 8

The Milestone Payment Schedule sheet applies the total proposed BOS Implementation Phase cost to the actual payment milestones. The sheet takes the Offeror's BOS Implementation price shown on Sheet 2 and multiplies it by the percentage associated with each payment milestone. The result is a dollar amount to be paid for each milestone based on the actual Proposal.

2.9. CPI Actual Cost Adjustments

Prices for Transition and Succession Cost (Sheet 5) described above in Section 2.5, and Additional Services Rates (Sheet 6-1) described above in Section 2.6, may be adjusted up or down from the Proposal pricing using the following Bureau of Labor Statistics' Employment Cost (CPI) index:

CPI: CUUR0400SAO Consumer Price Index - All Urban Consumers; West Urban All Items

NOTE: The above index names and numbers were obtained from the Bureau of Labor Statistics (BLS) and were current as of the date this RFP was written. In the event that the BLS updates an index name or number, the Agencies shall consult the BLS web site to determine the new name and number of the index. More information about these indices can be found on the U.S. Bureau of Labor's website: <http://www.bls.gov/ppi/> and <http://www.bls.gov/ncs/ect>.

Adjustments will be made as follows:

1. For the Additional Services (Sheet 6-1), the annual adjustment shall be the change in the index for the latest previous 12-month period available at the time of the anniversary date of Operations and Maintenance, up to a maximum change of three (3%) percent, subject to the following:
 - The first applicable year of cost adjustment shall be year 1 of Operations and Maintenance. Cost adjustment shall be made based on the index change that occurs from the month/year of NTP to the commencement of year 1 of Operations and Maintenance up to a maximum change of three (3%) percent, regardless of the duration of time between NTP and the start of Operations and Maintenance.
 - Annual adjustment to rates subsequent to year 1 of Operations and Maintenance shall be made on the anniversary date of the Operations and Maintenance Phase, based for the previous 12-month period available.

2. For end of Contract Transition and Succession (Sheet 5), CPI applies only if End of Contract occurs after year 6 of Operations and Maintenance (i.e., during the Operations and Maintenance optional extensions period). The basis for the adjustment shall be the change in the CPI for the latest previous 12-month period available at the time of the anniversary date of Operations and Maintenance from year 6 (e.g., using year 6 CPI as the base) to the year in which the Contract Transition occurs, up to a maximum change of three (3%) percent for each year.
3. The following is an example of how the index change will be measured (as provided by the Bureau of Labor Statistics):

Table 1: CPI Change Calculation Example*

	CPI
Current Period Index	267.370
Previous Period Index	260.994
Index Point Change*	6.376
Divided by Previous Period Index	6.376/260.994
CPI Percent Change*	2.44%*
<i>*Note-capped at 3% per year</i>	
Source: BLS CPI Math Calculation	

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Sheet 1
Project Cost Summary

DESCRIPTION OF SERVICES	TOTAL COST (\$)
BASE CONTRACT	Estimate
BOS Implementation Costs (Sheet 2)	\$ -
BOS Administration, Maintenance and Support Services Costs (Maintenance Years 1-6) (Sheet 3)	\$ -
CSC Operations Costs (Operations Years 1-6) (Sheet 4)	\$ -
Transition and Succession Costs (Sheet 5)	\$ -
Additional Services - (O&M Years 1-6) (Sheet 6)	\$ -
Total Base Contract	\$ -
OPTIONAL EXTENSIONS	
Option Term 1 - BOS Administration, Maintenance and Support Services Costs (Maintenance Years 7-9) (Sheet 3)	\$ -
Option Term 1 - CSC Operations Costs (Operations Years 7-9) (Sheet 4)	\$ -
Option Term 1 - Additional Services (O&M Years 7-9) (Sheet 6)	\$ -
Total Option Term 1 Cost (O&M Years 7-9)	\$ -
Option Term 2 - BOS Administration, Maintenance and Support Services Costs (Maintenance Years 10-11) (Sheet 3)	\$ -
Option Term 2 - CSC Operations Costs (Operations Years 10-11) (Sheet 4)	\$ -
Option Term 2 - Additional Services (O&M Years 10-11) (Sheet 6)	\$ -
Total Option Term 2 Cost (O&M Years 10-11)	\$ -
Total Optional Extensions (Years 7-11)	\$ -
Total Base Contract and Optional Extensions Cost	\$ -
PASS-THROUGH COSTS	
Pass-Through Costs - (O&M Years 1-6) (Sheet 7)	\$ -
Pass-Through Costs - (O&M Years 7-9) (Sheet 7)	\$ -
Pass-Through Costs - (O&M Years 10-11) (Sheet 7)	\$ -
Total Pass-Through Costs	\$ -

Dollars

Officer Signature
Typed Name, Title, Address and Phone Number

Date

Sheet 2

Base Contract and Optional Items
BOS Implementation Cost Summary

Item #	Description	Unit	Total Cost (\$)
BASE CONTRACT			
1	Project Mobilization	LS	\$ -
2	Project Management	LS	\$ -
3	BOS Server Environments, Hardware, Hosting and/or Cloud, including Installation	LS	\$ -
4	CSC Operations Desktop Environments, including Installation	LS	\$ -
5	CSC Operations Office Equipment, including Installation	LS	\$ -
6	Telephony Systems, Customer Contact Center, IVR and ACD Systems	LS	\$ -
7	Network, including Installation	LS	\$ -
8	Third Party Software Licenses	LS	\$ -
9	Custom Software Development	LS	\$ -
10	Perpetual Contractor BOS Software License beyond Contract Term (cost if any)	LS	\$ -
11	BOS Design	LS	\$ -
12	BOS Documentation	LS	\$ -
13	BOS Testing	LS	\$ -
14	Training	LS	\$ -
15	New I-405 CSC Facility Design and Operations Mobilization	LS	\$ -
16	CSC Operations Design, Documentation and Readiness Testing	LS	\$ -
17	Insurance and Bonding Implementation Period	LS	\$ -
18	Other	LS	\$ -
Total BOS Implementation Cost			\$ -
OPTIONAL ITEMS			
19	Self-Service Mobile Application	LS	\$ -
20	Data Warehouse and Data Analytics/Business Intelligence	LS	\$ -

**Sheet 2-1 Back-up
Base Contract and Optional Items
BOS Implementation Cost Detail**

DESCRIPTION OF ITEMS		# UNIT	UNIT \$	TOTAL UNIT \$	LABOR \$	TOTAL COST (\$)
BASE CONTRACT						
1	Project Mobilization					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Project Mobilization			\$ -	\$ -	\$ -
2	Project Management					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Project Management			\$ -	\$ -	\$ -
3	BOS Server Environments, Hardware, Hosting and/or Cloud, including Installation					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total BOS Server Environments, Hardware, Hosting and/or Cloud, including Installation			\$ -	\$ -	\$ -
4	CSC Operations Desktop Environments, including Installation					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total CSC Operations Desktop Environments, including Installation			\$ -	\$ -	\$ -
5	CSC Operations Office Equipment, including Installation					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total CSC Operations Office Equipment, including Installation			\$ -	\$ -	\$ -
6	Telephony Systems, Customer Contact Center, IVR and ACD Systems					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Telephony Systems, Customer Contact Center, IVR and ACD Systems			\$ -	\$ -	\$ -
7	Network, including Installation					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Network, including Installation			\$ -	\$ -	\$ -

**Sheet 2-1 Back-up
Base Contract and Optional Items
BOS Implementation Cost Detail**

DESCRIPTION OF ITEMS		# UNIT	UNIT \$	TOTAL UNIT \$	LABOR \$	TOTAL COST (\$)
8	Third Party Software Licenses					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Third Party Software Licenses			\$ -	\$ -	\$ -
9	Custom Software Development					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Custom Software Development			\$ -	\$ -	\$ -
10	Perpetual Contractor BOS Software License beyond Contract Term (cost if any)					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Perpetual Contractor BOS Software License beyond Contract Term			\$ -	\$ -	\$ -
11	BOS Design					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total BOS Design			\$ -	\$ -	\$ -
12	BOS Documentation					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total BOS Documentation			\$ -	\$ -	\$ -
13	BOS Testing					
	Unit Testing	0	\$ -	\$ -	\$ -	\$ -
	System Integration Testing	0	\$ -	\$ -	\$ -	\$ -
	User Acceptance Testing	0	\$ -	\$ -	\$ -	\$ -
	Regression Testing	0	\$ -	\$ -	\$ -	\$ -
	Onsite Installation and Commissioning Testing, Data Migration, Transition and Go-Live	0	\$ -	\$ -	\$ -	\$ -
	Operational and Acceptance Testing	0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total BOS Testing			\$ -	\$ -	\$ -
14	Training					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Training			\$ -	\$ -	\$ -

Sheet 2-1 Back-up
Base Contract and Optional Items
BOS Implementation Cost Detail

DESCRIPTION OF ITEMS		# UNIT	UNIT \$	TOTAL UNIT \$	LABOR \$	TOTAL COST (\$)
15	New I-405 CSC Facility Design and Operations Mobilization					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total CSC Operations Mobilization			\$ -	\$ -	\$ -
16	CSC Operations Design, Documentation and Readiness Testing					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total CSC Operations Design, Documentation and Readiness Testing			\$ -	\$ -	\$ -
17	Insurance and Bonding Implementation Period					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Insurance and Bonding Implementation Period			\$ -	\$ -	\$ -
18	Other					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Other			\$ -	\$ -	\$ -
	Total BOS Implementation Cost			\$ -	\$ -	\$ -
Labor Check - Total Cell F175 Should Equal Sheet 2-2 Cell F71.					\$ -	\$ -

Sheet 2-1 Back-up
Base Contract and Optional Items
BOS Implementation Cost Detail

DESCRIPTION OF ITEMS		# UNIT	UNIT \$	TOTAL UNIT \$	LABOR \$	TOTAL COST (\$)
OPTIONAL ITEMS						
19	Self-Service Mobile Application					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Self-Service Mobile Application			\$ -	\$ -	\$ -
20	Data Warehouse and Data Analytics/Business Intelligence					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Data Warehouse			\$ -	\$ -	\$ -

All hardware/software provided under this Contract should be included in these costs.

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**Sheet 2-2 Back-up
BOS Implementation Cost Staff Rates and Hours**

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES		
			Loaded Labor Rate (\$)	Hours	Total Loaded Labor Cost (\$)
1		Project Principal	\$ -	0	\$ -
2		Project Manager (Implementation Phase)	\$ -	0	\$ -
3		Deputy Project Manager	\$ -	0	\$ -
4		Quality Assurance Manager	\$ -	0	\$ -
5		Software Development Manager	\$ -	0	\$ -
6		Technology Manager	\$ -	0	\$ -
7		Mobilization and Facility Coordination Manager	\$ -	0	\$ -
8		Onsite Installation Manager	\$ -	0	\$ -
9		Onsite Technology and Support Manager	\$ -	0	\$ -
10		CSC Operations Manager	\$ -	0	\$ -
11		Violations Processing Manager	\$ -	0	\$ -
12		Finance Manager	\$ -	0	\$ -
13		Administrative Support	\$ -	0	\$ -
14		BOS Trainer	\$ -	0	\$ -
15		Business Analyst	\$ -	0	\$ -
16		CSC Correspondence Representative	\$ -	0	\$ -
17		CSC Financial Reconciliation	\$ -	0	\$ -
18		CSC Mailroom Clerk	\$ -	0	\$ -
19		CSC Payment Processor	\$ -	0	\$ -
20		CSC Supervisor	\$ -	0	\$ -
21		CSC Tag Inventory Clerk	\$ -	0	\$ -
22		CSC Trainer	\$ -	0	\$ -
23		CSR I	\$ -	0	\$ -
24		CSR II	\$ -	0	\$ -
25		CSR III	\$ -	0	\$ -
26		CSR Walk-in	\$ -	0	\$ -
27		Data Analytics Specialist	\$ -	0	\$ -
28		Database Administrator I	\$ -	0	\$ -
29		Database Administrator II	\$ -	0	\$ -
30		Database Developer I	\$ -	0	\$ -
31		Database Developer II	\$ -	0	\$ -
32		Documentation Specialist I	\$ -	0	\$ -
33		Documentation Specialist II	\$ -	0	\$ -
34		Help Desk Staff I	\$ -	0	\$ -
35		Help Desk Staff II	\$ -	0	\$ -
36		Human Resources Manager	\$ -	0	\$ -
37		Network Administrator I	\$ -	0	\$ -
38		Network Administrator II	\$ -	0	\$ -
39		Onsite Desktop Support I	\$ -	0	\$ -
40		Onsite Desktop Support II	\$ -	0	\$ -
41		Scheduler	\$ -	0	\$ -
42		Software Architect/Engineer	\$ -	0	\$ -
43		Software Developer I	\$ -	0	\$ -
44		Software Developer II	\$ -	0	\$ -
45		Software Developer III	\$ -	0	\$ -
46		Software Tester I	\$ -	0	\$ -
47		Software Tester II	\$ -	0	\$ -
48		System Administrator I	\$ -	0	\$ -
49		System Administrator II	\$ -	0	\$ -
50		System Security Specialist	\$ -	0	\$ -
51		Systems Architect/Engineer	\$ -	0	\$ -
52		Test Manager	\$ -	0	\$ -
53		Training Manager	\$ -	0	\$ -
54			\$ -	0	\$ -
55			\$ -	0	\$ -
56			\$ -	0	\$ -
57			\$ -	0	\$ -
58			\$ -	0	\$ -
59			\$ -	0	\$ -
60			\$ -	0	\$ -
61			\$ -	0	\$ -
62			\$ -	0	\$ -
63			\$ -	0	\$ -
64			\$ -	0	\$ -
65			\$ -	0	\$ -
66			\$ -	0	\$ -
67			\$ -	0	\$ -
	Total Labor Cost				\$ -

Use as many pages as necessary to develop the Staff Listing (please label each page with number)

Sheet 3

**Base Contract and Optional Extensions, including Optional Items
BOS Administration, Maintenance and Support Services Cost Summary (Based on Assumed Volumes)**

Item #	Description of Maintenance Cost Item	ANNUAL TRIP VOLUME FEE (\$) (Sheet 3-1)	ANNUAL PER PIECE ITEMS COST (\$) (Sheet 3-2)	ANNUAL ROV LOOKUP COST (\$) (Sheet 3-3)	TOTAL (\$)	OPTIONAL ITEMS ANNUAL INCREMENTAL INCREASE (\$) (Sheet 3-1)
BASE CONTRACT						
1	Year 1 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
2	Year 2 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
3	Year 3 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
4	Year 4 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
5	Year 5 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
7	Year 6 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Total Base Contract Cost (Maintenance Years 1-6)		\$ -	\$ -	\$ -	\$ -	\$ -
OPTIONAL EXTENSIONS						
8	Option Term 1 - Year 7 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
9	Option Term 1 - Year 8 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
10	Option Term 1 - Year 9 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Total Option Term 1 Cost (Maintenance Years 7-9)		\$ -	\$ -	\$ -	\$ -	\$ -
11	Option Term 2 - Year 10 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
12	Option Term 2 - Year 11 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Total Option Term 2 Cost (Maintenance Years 10-11)		\$ -	\$ -	\$ -	\$ -	\$ -
Total Optional Extensions Cost (Maintenance Years 7-11)		\$ -	\$ -	\$ -	\$ -	\$ -
Total Base & Optional Extensions Cost (Maintenance Years 1-11)		\$ -	\$ -	\$ -	\$ -	\$ -

**Sheet 3-1 Back-up
Monthly Trip Fee Cost (Based on Assumed Trip Volumes)**

DESCRIPTION OF ITEMS		UNIT	Monthly Trip Volume From	Monthly Trip Volume To	MONTHLY FEE (\$)	MONTHLY FEE (\$)	MONTHLY FEE (\$)
Base Contract and Optional Extensions					Year 1 of Maintenance	Year 2 of Maintenance	Year 3 of Maintenance
Monthly Pricing per Trip Volume Tier							
1	Total Trip Processed - Level 1	Fixed Fee	1	0	\$ -	\$ -	\$ -
2	Total Trip Processed - Level 2	Fixed Fee	0	0	\$ -	\$ -	\$ -
3	Total Trip Processed - Level 3	Fixed Fee	0	5,000,000	\$ -	\$ -	\$ -
Optional Items (Incremental Increase)							
4	Self-Service Mobile Application	Lump Sum	1		\$ -	\$ -	\$ -
5	Data Warehouse and Data Analytics/Business Intelligence	Lump Sum	1		\$ -	\$ -	\$ -

DESCRIPTION OF ITEMS				MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)	
Base Contract and Option Years					Year 1 of Maintenance	Year 2 of Maintenance	Year 3 of Maintenance
Monthly Assumed Trip Volumes							
	Total Trips Processed			2,100,000	2,600,000	3,100,000	

DESCRIPTION OF ITEMS				MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)	
Base Contract and Option Years					Year 1 of Maintenance	Year 2 of Maintenance	Year 3 of Maintenance
Monthly Trip Fee Cost Based on Assumed Trip Volumes							
	Total Trips Processed			\$ -	\$ -	\$ -	
	TOTAL MONTHLY TRIP FEE COST			\$ -	\$ -	\$ -	
	Year 1 Monthly Cost Check (Sheet 3-1a cell D50 plus Sheet 3-1b cell F54/12) should equal cell F21			\$ -			

**Sheet 3-1 Back-up
Monthly Trip Fee Cost (Based on Assumed Trip Volumes)**

DESCRIPTION OF ITEMS		UNIT	Monthly Trip Volume From	Monthly Trip Volume To	MONTHLY FEE (\$)	MONTHLY FEE (\$)	MONTHLY FEE (\$)
Base Contract and Optional Extensions					Year 4 of Maintenance	Year 5 of Maintenance	Year 6 of Maintenance
Monthly Pricing per Trip Volume Tier							
1	Total Trip Processed - Level 1	Fixed Fee	1	0	\$ -	\$ -	\$ -
2	Total Trip Processed - Level 2	Fixed Fee	0	0	\$ -	\$ -	\$ -
3	Total Trip Processed - Level 3	Fixed Fee	0	5,000,000	\$ -	\$ -	\$ -
Optional Items (Incremental Increase)							
4	Self-Service Mobile Application	Lump Sum	1		\$ -	\$ -	\$ -
5	Data Warehouse and Data Analytics/Business Intelligence	Lump Sum	1		\$ -	\$ -	\$ -

DESCRIPTION OF ITEMS				MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)	
Base Contract and Option Years					Year 4 of Maintenance	Year 5 of Maintenance	Year 6 of Maintenance
Monthly Assumed Trip Volumes							
	Total Trips Processed			3,200,000	3,200,000	3,300,000	

DESCRIPTION OF ITEMS				MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)	
Base Contract and Option Years					Year 4 of Maintenance	Year 5 of Maintenance	Year 6 of Maintenance
Monthly Trip Fee Cost Based on Assumed Trip Volumes							
	Total Trips Processed			\$ -	\$ -	\$ -	
	TOTAL MONTHLY TRIP FEE COST			\$ -	\$ -	\$ -	

Year 1 Monthly Cost Check (Sheet 3-1a cell D50 plus Sheet 3-1b cell F54/12) should equal cell F21

**Sheet 3-1 Back-up
Monthly Trip Fee Cost (Based on Assumed Trip Volumes)**

DESCRIPTION OF ITEMS		UNIT	Monthly Trip Volume From	Monthly Trip Volume To	MONTHLY FEE (\$)	MONTHLY FEE (\$)	MONTHLY FEE (\$)
Base Contract and Optional Extensions					Option Term 1 Year 7 of Maintenance	Option Term 1 Year 8 of Maintenance	Option Term 1 Year 9 of Maintenance
Monthly Pricing per Trip Volume Tier							
1	Total Trip Processed - Level 1	Fixed Fee	1	0	\$ -	\$ -	\$ -
2	Total Trip Processed - Level 2	Fixed Fee	0	0	\$ -	\$ -	\$ -
3	Total Trip Processed - Level 3	Fixed Fee	0	5,000,000	\$ -	\$ -	\$ -
Optional Items (Incremental Increase)							
4	Self-Service Mobile Application	Lump Sum	1		\$ -	\$ -	\$ -
5	Data Warehouse and Data Analytics/Business Intelligence	Lump Sum	1		\$ -	\$ -	\$ -

DESCRIPTION OF ITEMS				MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)	
Base Contract and Option Years					Option Term 1 Year 7 of Maintenance	Option Term 1 Year 8 of Maintenance	Option Term 1 Year 9 of Maintenance
Monthly Assumed Trip Volumes							
	Total Trips Processed			3,400,000	3,400,000	3,500,000	

DESCRIPTION OF ITEMS				MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)	
Base Contract and Option Years					Option Term 1 Year 7 of Maintenance	Option Term 1 Year 8 of Maintenance	Option Term 1 Year 9 of Maintenance
Monthly Trip Fee Cost Based on Assumed Trip Volumes							
	Total Trips Processed			\$ -	\$ -	\$ -	
	TOTAL MONTHLY TRIP FEE COST			\$ -	\$ -	\$ -	

Year 1 Monthly Cost Check (Sheet 3-1a cell D50 plus Sheet 3-1b cell F54/12) should equal cell F21

**Sheet 3-1 Back-up
Monthly Trip Fee Cost (Based on Assumed Trip Volumes)**

DESCRIPTION OF ITEMS		UNIT	Monthly Trip Volume From	Monthly Trip Volume To	MONTHLY FEE (\$)	MONTHLY FEE (\$)
Base Contract and Optional Extensions					Option Term 2 Year 10 of Maintenance	Option Term 2 Year 11 of Maintenance
Monthly Pricing per Trip Volume Tier						
1	Total Trip Processed - Level 1	Fixed Fee	1	0	\$ -	\$ -
2	Total Trip Processed - Level 2	Fixed Fee	0	0	\$ -	\$ -
3	Total Trip Processed - Level 3	Fixed Fee	0	5,000,000	\$ -	\$ -
Optional Items (Incremental Increase)						
4	Self-Service Mobile Application	Lump Sum	1		\$ -	\$ -
5	Data Warehouse and Data Analytics/Business Intelligence	Lump Sum	1		\$ -	\$ -

DESCRIPTION OF ITEMS					MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)
Base Contract and Option Years					Option Term 2 Year 10 of Maintenance	Option Term 2 Year 11 of Maintenance
Monthly Assumed Trip Volumes						
	Total Trips Processed				3,600,000	3,700,000

DESCRIPTION OF ITEMS					MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)
Base Contract and Option Years					Option Term 2 Year 10 of Maintenance	Option Term 2 Year 11 of Maintenance
Monthly Trip Fee Cost Based on Assumed Trip Volumes						
	Total Trips Processed				\$ -	\$ -
	TOTAL MONTHLY TRIP FEE COST				\$ -	\$ -

Year 1 Monthly Cost Check (Sheet 3-1a cell D50 plus Sheet 3-1b cell F54/12) should equal cell F21

**Sheet 3-1a Back-up
Monthly Trip Fee
Year 1 Base Contract Monthly Labor and Direct Cost Detail**

DESCRIPTION OF ITEMS	# UNIT	UNIT (\$)	TOTAL MONTHLY COST (\$)
Year 1 Maintenance			
Technology Costs/Fees (as applicable)			
BOS Server Environments, Hosting, and/or Cloud	0	\$ -	\$ -
BOS 3rd Party Software Licenses	0	\$ -	\$ -
BOS Contractor Software Licenses	0	\$ -	\$ -
CSC Operations Desktop Environments	0	\$ -	\$ -
CSC Operations Office Equipment	0	\$ -	\$ -
Telephony Systems, Customer Contact Center, IVR and ACD	0	\$ -	\$ -
Telephony Related Recurring	0	\$ -	\$ -
Network Recurring (required Contractor provided network connections)	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Technology Costs/Fees			\$ -
Services Costs/Fees (as applicable)			
Credit Card Tokenization	0	\$ -	\$ -
PCI Compliance, Audit & Penetration Testing	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Services Costs/Fees			\$ -
Other Costs/Fees (as applicable)			
Escrow and Performance Bond	0	\$ -	\$ -
Travel	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Other Costs/Fees			\$ -
Year 1 Monthly Maintenance Direct Cost			\$ -

**Sheet 3-1b Back-up
Trip Fee
Year 1 Base Contract Staff Rates and Hours**

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES Year 1 of Maintenance		
			Year 1 Loaded Labor Rate (\$)	Year 1 Hours	Year 1 Total Loaded Labor Cost (\$)
1		Project Principal	\$ -	0	\$ -
2		Project Manager (Operations and Maintenance Phase)	\$ -	0	\$ -
3		Quality Assurance Manager	\$ -	0	\$ -
4		Software Development Manager	\$ -	0	\$ -
5		Technology Manager	\$ -	0	\$ -
6		Onsite Technology and Support Manager	\$ -	0	\$ -
7		CSC Operations Manager	\$ -	0	\$ -
8		Finance Manager	\$ -	0	\$ -
9		Administrative Assistant(s)	\$ -	0	\$ -
10		Administrative Support	\$ -	0	\$ -
11		BOS Trainer	\$ -	0	\$ -
12		Business Analyst	\$ -	0	\$ -
13		Data Analytics Specialist	\$ -	0	\$ -
14		Data Migration Manager	\$ -	0	\$ -
15		Database Administrator I	\$ -	0	\$ -
16		Database Administrator II	\$ -	0	\$ -
17		Database Developer I	\$ -	0	\$ -
18		Database Developer II	\$ -	0	\$ -
19		Deputy Project Manager	\$ -	0	\$ -
20		Documentation Specialist I	\$ -	0	\$ -
21		Documentation Specialist II	\$ -	0	\$ -
22		Hardware Engineer	\$ -	0	\$ -
23		Help Desk Staff I	\$ -	0	\$ -
24		Help Desk Staff II	\$ -	0	\$ -
25		Human Resources Manager	\$ -	0	\$ -
26		Network Administrator I	\$ -	0	\$ -
27		Network Administrator II	\$ -	0	\$ -
28		Onsite Desktop Support I	\$ -	0	\$ -
29		Onsite Desktop Support II	\$ -	0	\$ -
30		Onsite Installation Manager	\$ -	0	\$ -
31		Software Architect/Engineer	\$ -	0	\$ -
32		Software Developer I	\$ -	0	\$ -
33		Software Developer II	\$ -	0	\$ -
34		Software Developer III	\$ -	0	\$ -
35		Software Tester I	\$ -	0	\$ -
36		Software Tester II	\$ -	0	\$ -
37		System Administrator I	\$ -	0	\$ -
38		System Administrator II	\$ -	0	\$ -
39		System Analyst	\$ -	0	\$ -
40		System Security Specialist	\$ -	0	\$ -
41		Systems Architect/Engineer	\$ -	0	\$ -
42		Test Manager	\$ -	0	\$ -
43		Training Manager	\$ -	0	\$ -
44			\$ -	0	\$ -
45			\$ -	0	\$ -
46			\$ -	0	\$ -
47			\$ -	0	\$ -
48			\$ -	0	\$ -
49			\$ -	0	\$ -
50			\$ -	0	\$ -
	Grand Total Labor Cost		\$ -	0	\$ -

Use as many pages as necessary to develop the Staff Listing (please label each page with number)

Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)

ITEM #	PER ITEM PRICING		ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.		Year 1 of Maintenance		
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	Per Piece	4,700,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	Per Piece	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	Per Piece	125,000	\$ -	\$ -
4	#9 Return Envelope - White	In addition/per piece	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	In addition/per piece	75,000	\$ -	\$ -
6	Color logo on notification	In addition/per piece	75,000	\$ -	\$ -
7	Duplex printing	In addition/per piece	75,000	\$ -	\$ -
8	Additional page (Simplex)	In addition/per piece	75,000	\$ -	\$ -
9	Additional page (Duplex)	In addition/per piece	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Agencies)	Per Piece	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	In addition/per piece	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Agencies (color)	In addition/per piece	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING				\$ -

All color printing shall assume the use of two colors

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**Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)**

ITEM #	PER ITEM PRICING	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.	Year 2 of Maintenance		
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	5,900,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	125,000	\$ -	\$ -
4	#9 Return Envelope - White	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	75,000	\$ -	\$ -
6	Color logo on notification	75,000	\$ -	\$ -
7	Duplex printing	75,000	\$ -	\$ -
8	Additional page (Simplex)	75,000	\$ -	\$ -
9	Additional page (Duplex)	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Agencies)	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Agencies (color)	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING			\$ -

All color printing shall assume the use of two colors

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**Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)**

ITEM #	PER ITEM PRICING	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.	Year 3 of Maintenance		
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	7,100,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	125,000	\$ -	\$ -
4	#9 Return Envelope - White	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	75,000	\$ -	\$ -
6	Color logo on notification	75,000	\$ -	\$ -
7	Duplex printing	75,000	\$ -	\$ -
8	Additional page (Simplex)	75,000	\$ -	\$ -
9	Additional page (Duplex)	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Agencies)	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Agencies (color)	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING			\$ -

All color printing shall assume the use of two colors

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**Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)**

ITEM #	PER ITEM PRICING	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.	Year 4 of Maintenance		
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	6,200,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	125,000	\$ -	\$ -
4	#9 Return Envelope - White	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	75,000	\$ -	\$ -
6	Color logo on notification	75,000	\$ -	\$ -
7	Duplex printing	75,000	\$ -	\$ -
8	Additional page (Simplex)	75,000	\$ -	\$ -
9	Additional page (Duplex)	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Agencies)	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Agencies (color)	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING			\$ -

All color printing shall assume the use of two colors

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**Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)**

ITEM #	PER ITEM PRICING	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.	Year 5 of Maintenance		
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	5,700,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	125,000	\$ -	\$ -
4	#9 Return Envelope - White	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	75,000	\$ -	\$ -
6	Color logo on notification	75,000	\$ -	\$ -
7	Duplex printing	75,000	\$ -	\$ -
8	Additional page (Simplex)	75,000	\$ -	\$ -
9	Additional page (Duplex)	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Agencies)	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Agencies (color)	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING			\$ -

All color printing shall assume the use of two colors

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**Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)**

ITEM #	PER ITEM PRICING	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.	Year 6 of Maintenance		
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	6,000,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	125,000	\$ -	\$ -
4	#9 Return Envelope - White	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	75,000	\$ -	\$ -
6	Color logo on notification	75,000	\$ -	\$ -
7	Duplex printing	75,000	\$ -	\$ -
8	Additional page (Simplex)	75,000	\$ -	\$ -
9	Additional page (Duplex)	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Agencies)	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Agencies (color)	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING			\$ -

All color printing shall assume the use of two colors

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**Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)**

ITEM #	PER ITEM PRICING	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.		Option Term 1 Year 7 of Maintenance	
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	5,500,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	125,000	\$ -	\$ -
4	#9 Return Envelope - White	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	75,000	\$ -	\$ -
6	Color logo on notification	75,000	\$ -	\$ -
7	Duplex printing	75,000	\$ -	\$ -
8	Additional page (Simplex)	75,000	\$ -	\$ -
9	Additional page (Duplex)	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Agencies)	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Agencies (color)	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING			\$ -

All color printing shall assume the use of two colors

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**Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)**

ITEM #	PER ITEM PRICING	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.		Option Term 1 Year 8 of Maintenance	
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	5,500,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	125,000	\$ -	\$ -
4	#9 Return Envelope - White	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	75,000	\$ -	\$ -
6	Color logo on notification	75,000	\$ -	\$ -
7	Duplex printing	75,000	\$ -	\$ -
8	Additional page (Simplex)	75,000	\$ -	\$ -
9	Additional page (Duplex)	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Agencies)	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Agencies (color)	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING			\$ -

All color printing shall assume the use of two colors

DRAFT

**Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)**

ITEM #	PER ITEM PRICING	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.		Option Term 1 Year 9 of Maintenance	
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	5,600,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	125,000	\$ -	\$ -
4	#9 Return Envelope - White	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	75,000	\$ -	\$ -
6	Color logo on notification	75,000	\$ -	\$ -
7	Duplex printing	75,000	\$ -	\$ -
8	Additional page (Simplex)	75,000	\$ -	\$ -
9	Additional page (Duplex)	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Agencies)	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Agencies (color)	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING			\$ -

All color printing shall assume the use of two colors

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**Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)**

ITEM #	PER ITEM PRICING	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.		Option Term 2 Year 10 of Maintenance	
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	5,700,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	125,000	\$ -	\$ -
4	#9 Return Envelope - White	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	75,000	\$ -	\$ -
6	Color logo on notification	75,000	\$ -	\$ -
7	Duplex printing	75,000	\$ -	\$ -
8	Additional page (Simplex)	75,000	\$ -	\$ -
9	Additional page (Duplex)	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Agencies)	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Agencies (color)	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING			\$ -

All color printing shall assume the use of two colors

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**Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)**

ITEM #	PER ITEM PRICING	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.		Option Term 2 Year 11 of Maintenance	
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	5,800,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	125,000	\$ -	\$ -
4	#9 Return Envelope - White	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	75,000	\$ -	\$ -
6	Color logo on notification	75,000	\$ -	\$ -
7	Duplex printing	75,000	\$ -	\$ -
8	Additional page (Simplex)	75,000	\$ -	\$ -
9	Additional page (Duplex)	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Agencies)	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Agencies (color)	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING			\$ -

All color printing shall assume the use of two colors

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**Sheet 3-3 Back-up
Annual ROV Lookup (Blended Rate Per Successful Lookup, Based on Assumed Volumes)**

DESCRIPTION		Blended Rate (\$)	Annual Evaluation Quantities	Annual Evaluation Cost (\$)
Base Contract				
1	Year 1 of Maintenance	\$ -	170,000	\$ -
2	Year 2 of Maintenance	\$ -	220,000	\$ -
3	Year 3 of Maintenance	\$ -	230,000	\$ -
4	Year 4 of Maintenance	\$ -	240,000	\$ -
5	Year 5 of Maintenance	\$ -	250,000	\$ -
6	Year 6 of Maintenance	\$ -	260,000	\$ -
Total Base Contract Cost (Maintenance Years 1-6)				\$ -
Optional Extensions				
7	Option Term 1 - Year 7 of Maintenance	\$ -	270,000	\$ -
8	Option Term 1 - Year 8 of Maintenance	\$ -	290,000	\$ -
9	Option Term 1 - Year 9 of Maintenance	\$ -	300,000	\$ -
Total Option Term 1 Cost (Maintenance Years 7-9)				\$ -
10	Option Term 2 - Year 10 of Maintenance	\$ -	320,000	\$ -
11	Option Term 2 - Year 11 of Maintenance	\$ -	330,000	\$ -
Total Option Term 2 Cost (Maintenance Years 10-11)				\$ -
Total Optional Extensions Cost (Maintenance Years 7-11)				\$ -
Total Base & Optional Extensions Cost (Maintenance Years 1-11)				\$ -

Sheet 4

Base Contract and Optional Extensions
CSC Operations Cost Summary (Based on Assumed Volumes)

Item #	Description of Items	Total Monthly Cost (\$)	Total Annual Cost (\$)
BASE CONTRACT			
1	Year 1 of Operations	\$ -	\$ -
2	Year 2 of Operations	\$ -	\$ -
3	Year 3 of Operations	\$ -	\$ -
4	Year 4 of Operations	\$ -	\$ -
5	Year 5 of Operations	\$ -	\$ -
6	Year 6 of Operations	\$ -	\$ -
Total Base Contract Cost (Operation Years 1-6)			\$ -
OPTIONAL EXTENSIONS			
7	Option Term 1 - Year 7 of Operations	\$ -	\$ -
8	Option Term 1 - Year 8 of Operations	\$ -	\$ -
9	Option Term 1 - Year 9 of Operations	\$ -	\$ -
Total Option Term 1 Cost (Operation Years 7-9)			\$ -
10	Option Term 2 - Year 10 of Operations	\$ -	\$ -
11	Option Term 2 - Year 11 of Operations	\$ -	\$ -
Total Option Term 2 Cost (Operation Years 10-11)			\$ -
Total Optional Extensions Cost (Operation Years 7-11)			\$ -
Total Base and Optional Extensions Cost (Operation Years 1-11)			\$ -

Projected Bond Amounts

O&M Years	Bond Amount (\$)
Year 1 O&M Bond Value	\$ -
Year 2 O&M Bond Value	\$ -
Year 3 O&M Bond Value	\$ -
Year 4 O&M Bond Value	\$ -
Year 5 O&M Bond Value	\$ -

Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTION YEARS					Year 1 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL							
MONTHLY EVALUATION VALUE					99,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					205,798		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					82,319		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -
Total Monthly Variable CSC Operations Cost							\$ -
Year 1 Monthly Cost Check H20 - Must Equal Related Costs From Sheets 4-2 and 4-3.							\$ -
OPTIONAL ITEMS							
MONTHLY EVALUATION VALUE					71,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -
Total Optional Monthly Variable CSC Operations Cost							\$ -

Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTION YEARS					Year 2 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL							
MONTHLY EVALUATION VALUE					103,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					256,090		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					102,436		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -
Total Monthly Variable CSC Operations Cost							\$ -
Year 1 Monthly Cost Check H20 - Must Equal Related Costs From Sheets 4-2 and 4-3.							
OPTIONAL ITEMS							
MONTHLY EVALUATION VALUE					83,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -
Total Optional Monthly Variable CSC Operations Cost							\$ -

Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTION YEARS					Year 3 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL							
MONTHLY EVALUATION VALUE					107,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					307,287		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					122,915		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -
Total Monthly Variable CSC Operations Cost							\$ -
Year 1 Monthly Cost Check H20 - Must Equal Related Costs From Sheets 4-2 and 4-3.							
OPTIONAL ITEMS							
MONTHLY EVALUATION VALUE					92,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -
Total Optional Monthly Variable CSC Operations Cost							\$ -

Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTION YEARS					Year 4 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL							
MONTHLY EVALUATION VALUE					111,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					268,301		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					107,320		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -
Total Monthly Variable CSC Operations Cost							\$ -
Year 1 Monthly Cost Check H20 - Must Equal Related Costs From Sheets 4-2 and 4-3.							
OPTIONAL ITEMS							
MONTHLY EVALUATION VALUE					100,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -
Total Optional Monthly Variable CSC Operations Cost							\$ -

Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTION YEARS					Year 5 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL							
MONTHLY EVALUATION VALUE					115,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					249,056		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					99,622		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -
Total Monthly Variable CSC Operations Cost							\$ -
Year 1 Monthly Cost Check H20 - Must Equal Related Costs From Sheets 4-2 and 4-3.							
OPTIONAL ITEMS							
MONTHLY EVALUATION VALUE					103,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -
Total Optional Monthly Variable CSC Operations Cost							\$ -

Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTION YEARS					Year 6 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL							
MONTHLY EVALUATION VALUE					120,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					259,324		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					103,730		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -
Total Monthly Variable CSC Operations Cost							\$ -
Year 1 Monthly Cost Check H20 - Must Equal Related Costs From Sheets 4-2 and 4-3.							
OPTIONAL ITEMS							
MONTHLY EVALUATION VALUE					98,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -
Total Optional Monthly Variable CSC Operations Cost							\$ -

Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTION YEARS					Option Term 1 Year 7 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL							
MONTHLY EVALUATION VALUE					125,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					236,915		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					94,766		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -
Total Monthly Variable CSC Operations Cost							\$ -
Year 1 Monthly Cost Check H20 - Must Equal Related Costs From Sheets 4-2 and 4-3.							
OPTIONAL ITEMS							
MONTHLY EVALUATION VALUE					90,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -
Total Optional Monthly Variable CSC Operations Cost							\$ -

Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
					Option Term 1		
BASE CONTRACT AND OPTION YEARS					Option Term 1		
VARIABLE COST - PER ITEM PRICING BY LEVEL					Year 8 of Operations Based on Volume 3 Levels Monthly Variable Fee		
MONTHLY EVALUATION VALUE					130,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					240,511		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					96,204		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -
Total Monthly Variable CSC Operations Cost							\$ -
Year 1 Monthly Cost Check H20 - Must Equal Related Costs From Sheets 4-2 and 4-3.							
OPTIONAL ITEMS							
MONTHLY EVALUATION VALUE					82,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -
Total Optional Monthly Variable CSC Operations Cost							\$ -

Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTION YEARS					Option Term 1 Year 9 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL							
MONTHLY EVALUATION VALUE					135,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					244,170		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					97,668		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -
Total Monthly Variable CSC Operations Cost							\$ -
Year 1 Monthly Cost Check H20 - Must Equal Related Costs From Sheets 4-2 and 4-3.							
OPTIONAL ITEMS							
MONTHLY EVALUATION VALUE					73,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -
Total Optional Monthly Variable CSC Operations Cost							\$ -

Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
							Option
BASE CONTRACT AND OPTION YEARS					Option Term 2 Year 10 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL							
MONTHLY EVALUATION VALUE					140,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					247,957		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					99,183		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -
Total Monthly Variable CSC Operations Cost							\$ -
Year 1 Monthly Cost Check H20 - Must Equal Related Costs From Sheets 4-2 and 4-3.							
OPTIONAL ITEMS							
MONTHLY EVALUATION VALUE					65,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -
Total Optional Monthly Variable CSC Operations Cost							\$ -

Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
					Term 2		
BASE CONTRACT AND OPTION YEARS					Option Term 2 Year 11 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL							
	MONTHLY EVALUATION VALUE				146,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -
	MONTHLY EVALUATION VALUE				251,809		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -
	MONTHLY EVALUATION VALUE				100,723		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -
	MONTHLY EVALUATION VALUE				40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -
	Total Monthly Variable CSC Operations Cost						\$ -
Year 1 Monthly Cost Check H20 - Must Equal Related Costs From Sheets 4-2 and 4-3.							
OPTIONAL ITEMS							
	MONTHLY EVALUATION VALUE				56,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -
	Total Optional Monthly Variable CSC Operations Cost						\$ -

**Sheet 4-2 Back-up
CSC Operations Costs
Year 1 Base Contract Monthly Schedule of Direct Cost**

DESCRIPTION OF ITEMS	# UNIT	UNIT \$	TOTAL MONTHLY COST (\$)
Year 1 of Operations			
Facility Services (does not include any pass-thru costs or costs covered by the Authority via direct payment to vendors)			
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Facility Services			\$ -
Consumables			
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Consumables			\$ -
Operations Fees			
Operations Staff Travel	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Operations Fees			\$ -
Other Costs and Fees			
Performance Bond	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Other Costs and Fees			\$ -
Year 1 of Operations Monthly Direct Cost			\$ -

**Sheet 4-3 Back-up
CSC Operations Cost
Year 1 Base Contract Staff Rates and Hours**

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES - YEAR 1		
			Year 1 Loaded Labor Rate (\$)	Year 1 Hours	Year 1 Total Loaded Labor Cost (\$)
1		Project Principal	\$ -	0	\$ -
2		Project Manager (Operations and Maintenance Phase)	\$ -	0	\$ -
3		Quality Assurance Manager	\$ -	0	\$ -
4		Software Development Manager	\$ -	0	\$ -
5		Technology Manager	\$ -	0	\$ -
6		Onsite Technology and Support Manager	\$ -	0	\$ -
7		CSC Operations Manager	\$ -	0	\$ -
7		Violations Processing Manager	\$ -	0	\$ -
8		Finance Manager	\$ -	0	\$ -
9		Facility Oversight and Coordination Manager	\$ -	0	\$ -
10		Administrative Support	\$ -	0	\$ -
11		Administrative Review Hearing Staff	\$ -	0	\$ -
12		Business Analyst	\$ -	0	\$ -
13		CSC Correspondence Representative	\$ -	0	\$ -
14		CSC Mobilization and Facility Coordination Manager	\$ -	0	\$ -
15		CSC Financial Reconciliation	\$ -	0	\$ -
16		CSC Mailroom Clerk	\$ -	0	\$ -
17		CSC Payment Processor	\$ -	0	\$ -
18		CSC Supervisor	\$ -	0	\$ -
19		CSC Tag Inventory Clerk	\$ -	0	\$ -
20		CSC Trainer	\$ -	0	\$ -
21		CSR I	\$ -	0	\$ -
22		CSR II	\$ -	0	\$ -
23		CSR III	\$ -	0	\$ -
24		CSR Walk-in	\$ -	0	\$ -
25		Data Migration Manager	\$ -	0	\$ -
26		Deputy Project Manager	\$ -	0	\$ -
27		Documentation Specialist I	\$ -	0	\$ -
28		Documentation Specialist II	\$ -	0	\$ -
29		Help Desk Staff I	\$ -	0	\$ -
30		Human Resources Manager	\$ -	0	\$ -
31		Image Review Quality Assurance Staff	\$ -	0	\$ -
32		Onsite Installation Manager	\$ -	0	\$ -
33		Scheduler	\$ -	0	\$ -
34		Training Manager	\$ -	0	\$ -
35			\$ -	0	\$ -
36			\$ -	0	\$ -
37			\$ -	0	\$ -
38			\$ -	0	\$ -
39			\$ -	0	\$ -
40			\$ -	0	\$ -
41			\$ -	0	\$ -
42			\$ -	0	\$ -
43			\$ -	0	\$ -
	Total Labor Cost				\$ -

Use as many pages as necessary to develop the Staff Listing (please label each page with number)

Sheet 5
Transition and Succession Cost Summary

Item #	Description of Items	# Units	Units (\$)	Total Units (\$)	# Hours	Loaded Rate (\$)	Labor (\$)	Total Cost (\$)
Transition and Succession		Base Contract						
1	BOS Meetings and Communication	0	\$ -	\$ -				\$ -
2	CSC Meetings and Communication	0	\$ -	\$ -				\$ -
3	BOS Data Migration and Technical Support	0	\$ -	\$ -				\$ -
4	Data Base Administrator I				0	\$ -	\$ -	\$ -
5	Deputy Project Manager				0	\$ -	\$ -	\$ -
6	Onsite Technology and Support Manager				0	\$ -	\$ -	\$ -
7	CSC Operations Manager				0	\$ -	\$ -	\$ -
8	Project Manager (Operations and Maintenance Phase)				0	\$ -	\$ -	\$ -
9	Project Principal				0	\$ -	\$ -	\$ -
10	System Administrator I				0	\$ -	\$ -	\$ -
11	Transition Manager				0	\$ -	\$ -	\$ -
12		0	\$ -	\$ -	0	\$ -	\$ -	\$ -
13		0	\$ -	\$ -	0	\$ -	\$ -	\$ -
14		0	\$ -	\$ -	0	\$ -	\$ -	\$ -
15		0	\$ -	\$ -	0	\$ -	\$ -	\$ -
16		0	\$ -	\$ -	0	\$ -	\$ -	\$ -
Transition and Succession Cost				\$ -			\$ -	\$ -

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Sheet 6
Base Contract and Optional Extensions
Additional Rate Services Cost Summary (Based on Evaluation Hours)

Item #	Description of Items	Annual Cost (\$) Sheet 6-1
BASE CONTRACT		
1	Year 1 of Operations and Maintenance	\$ -
2	Year 2 of Operations and Maintenance	\$ -
3	Year 3 of Operations and Maintenance	\$ -
4	Year 4 of Operations and Maintenance	\$ -
5	Year 5 of Operations and Maintenance	\$ -
6	Year 6 of Operations and Maintenance	\$ -
Total Base Contract Cost (Operations & Maintenance Years 1-6)		\$ -
OPTIONAL EXTENSIONS		
7	Option Term 1 - Year 7 of Operations and Maintenance	\$ -
8	Option Term 1 - Year 8 of Operations and Maintenance	\$ -
9	Option Term 1 - Year 9 of Operations and Maintenance	\$ -
Total Option Term 1 Cost (Operations & Maintenance Years 7-9)		\$ -
10	Option Term 2 - Year 10 of Operations and Maintenance	\$ -
11	Option Term 2 - Year 11 of Operations and Maintenance	\$ -
Total Option Term 2 Cost (Operations and Maintenance Years 10-11)		\$ -
Total Optional Extensions Cost (Operations and Maintenance Years 7-11)		\$ -
Total Base and Optional Extensions Cost (Operations and Maintenance Years 1-11)		\$ -

**Sheet 6-1 Back-up
Additional Services Rates
(including Hours for Evaluation Purposes)**

Annual Hourly Rate Escalation for Evaluation Purposes		3.00%				
		Implementation Phase	Year 1 of Maintenance	Year 1 of Maintenance	Year 2 of Maintenance	Year 2 of Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	2022 FULLY LOADED HOURLY RATE	Evaluation Hours	Evaluation Dollars	Evaluation Hours	Evaluation Dollars
1	Project Principal	\$ -	180	\$ -	120	\$ -
2	Project Manager (Implementation Phase)	\$ -	180	\$ -	120	\$ -
3	Project Manager (Operations and Maintenance Phase)	\$ -	180	\$ -	120	\$ -
4	Deputy Project Manager	\$ -	180	\$ -	120	\$ -
5	Quality Assurance Manager	\$ -	180	\$ -	120	\$ -
6	Software Development Manager	\$ -	180	\$ -	120	\$ -
7	Technology Manager	\$ -	180	\$ -	120	\$ -
8	Mobilization and Facility Coordination Manager	\$ -	180	\$ -	120	\$ -
9	Onsite Installation Manager	\$ -	180	\$ -	120	\$ -
10	Onsite Technology and Support Manager	\$ -	180	\$ -	120	\$ -
11	CSC Operations Manager	\$ -	180	\$ -	120	\$ -
12	Violations Processing Manager	\$ -	180	\$ -	120	\$ -
13	Finance Manager	\$ -	180	\$ -	120	\$ -
14	Administrative Assistant(s)	\$ -	140	\$ -	80	\$ -
15	Administrative Review Hearing Staff	\$ -	140	\$ -	80	\$ -
16	Administrative Support	\$ -	140	\$ -	80	\$ -
17	BOS Trainer	\$ -	140	\$ -	80	\$ -
18	Business Analyst	\$ -	140	\$ -	80	\$ -
19	CSC Correspondence Representative	\$ -	140	\$ -	80	\$ -
20	CSC Mobilization and Facility Coordination Manager	\$ -	140	\$ -	80	\$ -
21	CSC Financial Reconciliation	\$ -	140	\$ -	80	\$ -
22	CSC Mailroom Clerk	\$ -	140	\$ -	80	\$ -
23	CSC Payment Processor	\$ -	140	\$ -	80	\$ -
24	CSC Supervisor	\$ -	140	\$ -	80	\$ -
25	CSC Tag Inventory Clerk	\$ -	140	\$ -	80	\$ -
26	CSC Trainer	\$ -	140	\$ -	80	\$ -
27	CSR I	\$ -	140	\$ -	80	\$ -
28	CSR II	\$ -	140	\$ -	80	\$ -
29	CSR III	\$ -	140	\$ -	80	\$ -
30	CSR Walk-in	\$ -	140	\$ -	80	\$ -
31	Data Analytics Specialist	\$ -	140	\$ -	80	\$ -
32	Database Administrator I	\$ -	140	\$ -	80	\$ -
33	Database Administrator II	\$ -	140	\$ -	80	\$ -
34	Database Developer I	\$ -	140	\$ -	80	\$ -
35	Database Developer II	\$ -	140	\$ -	80	\$ -
36	Documentation Specialist I	\$ -	140	\$ -	80	\$ -
37	Documentation Specialist II	\$ -	140	\$ -	80	\$ -
38	Hardware Engineer	\$ -	140	\$ -	80	\$ -
39	Help Desk Staff I	\$ -	140	\$ -	80	\$ -
40	Help Desk Staff II	\$ -	140	\$ -	80	\$ -
41	Human Resources Manager	\$ -	140	\$ -	80	\$ -
42	Image Review Quality Assurance Staff	\$ -	140	\$ -	80	\$ -

**Sheet 6-1 Back-up
Additional Services Rates
(including Hours for Evaluation Purposes)**

Annual Hourly Rate Escalation for Evaluation Purposes		3.00%				
		Implementation Phase	Year 1 of Maintenance	Year 1 of Maintenance	Year 2 of Maintenance	Year 2 of Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	2022 FULLY LOADED HOURLY RATE	Evaluation Hours	Evaluation Dollars	Evaluation Hours	Evaluation Dollars
43	Network Administrator I	\$ -	140	\$ -	80	\$ -
44	Network Administrator II	\$ -	140	\$ -	80	\$ -
45	Onsite Desktop Support I	\$ -	140	\$ -	80	\$ -
46	Onsite Desktop Support II	\$ -	140	\$ -	80	\$ -
47	Scheduler	\$ -	140	\$ -	80	\$ -
48	Software Architect/Engineer	\$ -	140	\$ -	80	\$ -
49	Software Developer I	\$ -	140	\$ -	80	\$ -
50	Software Developer II	\$ -	140	\$ -	80	\$ -
51	Software Developer III	\$ -	140	\$ -	80	\$ -
52	Software Tester I	\$ -	140	\$ -	80	\$ -
53	Software Tester II	\$ -	140	\$ -	80	\$ -
54	System Administrator I	\$ -	140	\$ -	80	\$ -
55	System Administrator II	\$ -	140	\$ -	80	\$ -
56	System Analyst	\$ -	140	\$ -	80	\$ -
57	System Security Specialist	\$ -	140	\$ -	80	\$ -
58	Systems Architect/Engineer	\$ -	140	\$ -	80	\$ -
59	Test Manager	\$ -	140	\$ -	80	\$ -
60	Training Manager	\$ -	140	\$ -	80	\$ -
61	Transition Manager	\$ -	140	\$ -	80	\$ -
YEARLY TOTAL				\$ -		\$ -
BASE AND OPTIONAL TOTALS						

Note 1: CPI adjustments will be made to the Cost based on actual CPI change for the previous year beginning with Operations Year 1 as further described in the Price Proposal Instructions.

**Sheet 6-1 Back-up
Additional Services Rates
(including Hours for Evaluation Purposes)**

Annual Hourly Rate Escalation for Evaluation Purposes						
		Year 3-6 and Optional Years 7- 11 of Maintenance	Year 3 of Maintenance	Year 4 of Maintenance	Year 5 of Maintenance	Year 6 of Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	Evaluation Hours	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars
1	Project Principal	90	\$ -	\$ -	\$ -	\$ -
2	Project Manager (Implementation Phase)	90	\$ -	\$ -	\$ -	\$ -
3	Project Manager (Operations and Maintenance Phase)	90	\$ -	\$ -	\$ -	\$ -
4	Deputy Project Manager	90	\$ -	\$ -	\$ -	\$ -
5	Quality Assurance Manager	90	\$ -	\$ -	\$ -	\$ -
6	Software Development Manager	90	\$ -	\$ -	\$ -	\$ -
7	Technology Manager	90	\$ -	\$ -	\$ -	\$ -
8	Mobilization and Facility Coordination Manager	90	\$ -	\$ -	\$ -	\$ -
9	Onsite Installation Manager	90	\$ -	\$ -	\$ -	\$ -
10	Onsite Technology and Support Manager	90	\$ -	\$ -	\$ -	\$ -
11	CSC Operations Manager	90	\$ -	\$ -	\$ -	\$ -
12	Violations Processing Manager	90	\$ -	\$ -	\$ -	\$ -
13	Finance Manager	90	\$ -	\$ -	\$ -	\$ -
14	Administrative Assistant(s)	70	\$ -	\$ -	\$ -	\$ -
15	Administrative Review Hearing Staff	70	\$ -	\$ -	\$ -	\$ -
16	Administrative Support	70	\$ -	\$ -	\$ -	\$ -
17	BOS Trainer	70	\$ -	\$ -	\$ -	\$ -
18	Business Analyst	70	\$ -	\$ -	\$ -	\$ -
19	CSC Correspondence Representative	70	\$ -	\$ -	\$ -	\$ -
20	CSC Mobilization and Facility Coordination Manager	70	\$ -	\$ -	\$ -	\$ -
21	CSC Financial Reconciliation	70	\$ -	\$ -	\$ -	\$ -
22	CSC Mailroom Clerk	70	\$ -	\$ -	\$ -	\$ -
23	CSC Payment Processor	70	\$ -	\$ -	\$ -	\$ -
24	CSC Supervisor	70	\$ -	\$ -	\$ -	\$ -
25	CSC Tag Inventory Clerk	70	\$ -	\$ -	\$ -	\$ -
26	CSC Trainer	70	\$ -	\$ -	\$ -	\$ -
27	CSR I	70	\$ -	\$ -	\$ -	\$ -
28	CSR II	70	\$ -	\$ -	\$ -	\$ -
29	CSR III	70	\$ -	\$ -	\$ -	\$ -
30	CSR Walk-in	70	\$ -	\$ -	\$ -	\$ -
31	Data Analytics Specialist	70	\$ -	\$ -	\$ -	\$ -
32	Database Administrator I	70	\$ -	\$ -	\$ -	\$ -
33	Database Administrator II	70	\$ -	\$ -	\$ -	\$ -
34	Database Developer I	70	\$ -	\$ -	\$ -	\$ -
35	Database Developer II	70	\$ -	\$ -	\$ -	\$ -
36	Documentation Specialist I	70	\$ -	\$ -	\$ -	\$ -
37	Documentation Specialist II	70	\$ -	\$ -	\$ -	\$ -
38	Hardware Engineer	70	\$ -	\$ -	\$ -	\$ -
39	Help Desk Staff I	70	\$ -	\$ -	\$ -	\$ -
40	Help Desk Staff II	70	\$ -	\$ -	\$ -	\$ -
41	Human Resources Manager	70	\$ -	\$ -	\$ -	\$ -
42	Image Review Quality Assurance Staff	70	\$ -	\$ -	\$ -	\$ -

**Sheet 6-1 Back-up
Additional Services Rates
(including Hours for Evaluation Purposes)**

Annual Hourly Rate Escalation for Evaluation Purposes						
		Year 3-6 and Optional Years 7- 11 of Maintenance	Year 3 of Maintenance	Year 4 of Maintenance	Year 5 of Maintenance	Year 6 of Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	Evaluation Hours	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars
43	Network Administrator I	70	\$ -	\$ -	\$ -	\$ -
44	Network Administrator II	70	\$ -	\$ -	\$ -	\$ -
45	Onsite Desktop Support I	70	\$ -	\$ -	\$ -	\$ -
46	Onsite Desktop Support II	70	\$ -	\$ -	\$ -	\$ -
47	Scheduler	70	\$ -	\$ -	\$ -	\$ -
48	Software Architect/Engineer	70	\$ -	\$ -	\$ -	\$ -
49	Software Developer I	70	\$ -	\$ -	\$ -	\$ -
50	Software Developer II	70	\$ -	\$ -	\$ -	\$ -
51	Software Developer III	70	\$ -	\$ -	\$ -	\$ -
52	Software Tester I	70	\$ -	\$ -	\$ -	\$ -
53	Software Tester II	70	\$ -	\$ -	\$ -	\$ -
54	System Administrator I	70	\$ -	\$ -	\$ -	\$ -
55	System Administrator II	70	\$ -	\$ -	\$ -	\$ -
56	System Analyst	70	\$ -	\$ -	\$ -	\$ -
57	System Security Specialist	70	\$ -	\$ -	\$ -	\$ -
58	Systems Architect/Engineer	70	\$ -	\$ -	\$ -	\$ -
59	Test Manager	70	\$ -	\$ -	\$ -	\$ -
60	Training Manager	70	\$ -	\$ -	\$ -	\$ -
61	Transition Manager	70	\$ -	\$ -	\$ -	\$ -
YEARLY TOTAL			\$ -	\$ -	\$ -	\$ -
BASE AND OPTIONAL TOTALS						\$ -

Note 1: CPI adjustments will be made to the Cost based on actual CPI change for the previous Operations Year 1 as further described in the Price Proposal Instructions.

**Sheet 6-1 Back-up
Additional Services Rates
(including Hours for Evaluation Purposes)**

Annual Hourly Rate Escalation for Evaluation Purposes		OPTION TERM 1			OPTION TERM 2	
		Option Term 1 Year 7 of Maintenance	Option Term 1 Year 8 of Maintenance	Option Term 1 Year 9 of Maintenance	Option Term 2 Year 10 of Maintenance	Option Term 2 Year 11 of Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars
1	Project Principal	\$ -	\$ -	\$ -	\$ -	\$ -
2	Project Manager (Implementation Phase)	\$ -	\$ -	\$ -	\$ -	\$ -
3	Project Manager (Operations and Maintenance Phase)	\$ -	\$ -	\$ -	\$ -	\$ -
4	Deputy Project Manager	\$ -	\$ -	\$ -	\$ -	\$ -
5	Quality Assurance Manager	\$ -	\$ -	\$ -	\$ -	\$ -
6	Software Development Manager	\$ -	\$ -	\$ -	\$ -	\$ -
7	Technology Manager	\$ -	\$ -	\$ -	\$ -	\$ -
8	Mobilization and Facility Coordination Manager	\$ -	\$ -	\$ -	\$ -	\$ -
9	Onsite Installation Manager	\$ -	\$ -	\$ -	\$ -	\$ -
10	Onsite Technology and Support Manager	\$ -	\$ -	\$ -	\$ -	\$ -
11	CSC Operations Manager	\$ -	\$ -	\$ -	\$ -	\$ -
12	Violations Processing Manager	\$ -	\$ -	\$ -	\$ -	\$ -
13	Finance Manager	\$ -	\$ -	\$ -	\$ -	\$ -
14	Administrative Assistant(s)	\$ -	\$ -	\$ -	\$ -	\$ -
15	Administrative Review Hearing Staff	\$ -	\$ -	\$ -	\$ -	\$ -
16	Administrative Support	\$ -	\$ -	\$ -	\$ -	\$ -
17	BOS Trainer	\$ -	\$ -	\$ -	\$ -	\$ -
18	Business Analyst	\$ -	\$ -	\$ -	\$ -	\$ -
19	CSC Correspondence Representative	\$ -	\$ -	\$ -	\$ -	\$ -
20	CSC Mobilization and Facility Coordination Manager	\$ -	\$ -	\$ -	\$ -	\$ -
21	CSC Financial Reconciliation	\$ -	\$ -	\$ -	\$ -	\$ -
22	CSC Mailroom Clerk	\$ -	\$ -	\$ -	\$ -	\$ -
23	CSC Payment Processor	\$ -	\$ -	\$ -	\$ -	\$ -
24	CSC Supervisor	\$ -	\$ -	\$ -	\$ -	\$ -
25	CSC Tag Inventory Clerk	\$ -	\$ -	\$ -	\$ -	\$ -
26	CSC Trainer	\$ -	\$ -	\$ -	\$ -	\$ -
27	CSR I	\$ -	\$ -	\$ -	\$ -	\$ -
28	CSR II	\$ -	\$ -	\$ -	\$ -	\$ -
29	CSR III	\$ -	\$ -	\$ -	\$ -	\$ -
30	CSR Walk-in	\$ -	\$ -	\$ -	\$ -	\$ -
31	Data Analytics Specialist	\$ -	\$ -	\$ -	\$ -	\$ -
32	Database Administrator I	\$ -	\$ -	\$ -	\$ -	\$ -
33	Database Administrator II	\$ -	\$ -	\$ -	\$ -	\$ -
34	Database Developer I	\$ -	\$ -	\$ -	\$ -	\$ -
35	Database Developer II	\$ -	\$ -	\$ -	\$ -	\$ -
36	Documentation Specialist I	\$ -	\$ -	\$ -	\$ -	\$ -
37	Documentation Specialist II	\$ -	\$ -	\$ -	\$ -	\$ -
38	Hardware Engineer	\$ -	\$ -	\$ -	\$ -	\$ -
39	Help Desk Staff I	\$ -	\$ -	\$ -	\$ -	\$ -
40	Help Desk Staff II	\$ -	\$ -	\$ -	\$ -	\$ -
41	Human Resources Manager	\$ -	\$ -	\$ -	\$ -	\$ -
42	Image Review Quality Assurance Staff	\$ -	\$ -	\$ -	\$ -	\$ -

**Sheet 6-1 Back-up
Additional Services Rates
(including Hours for Evaluation Purposes)**

Annual Hourly Rate Escalation for Evaluation Purposes		OPTION TERM 1			OPTION TERM 2	
		Option Term 1 Year 7 of Maintenance	Option Term 1 Year 8 of Maintenance	Option Term 1 Year 9 of Maintenance	Option Term 2 Year 10 of Maintenance	Option Term 2 Year 11 of Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars
43	Network Administrator I	\$ -	\$ -	\$ -	\$ -	\$ -
44	Network Administrator II	\$ -	\$ -	\$ -	\$ -	\$ -
45	Onsite Desktop Support I	\$ -	\$ -	\$ -	\$ -	\$ -
46	Onsite Desktop Support II	\$ -	\$ -	\$ -	\$ -	\$ -
47	Scheduler	\$ -	\$ -	\$ -	\$ -	\$ -
48	Software Architect/Engineer	\$ -	\$ -	\$ -	\$ -	\$ -
49	Software Developer I	\$ -	\$ -	\$ -	\$ -	\$ -
50	Software Developer II	\$ -	\$ -	\$ -	\$ -	\$ -
51	Software Developer III	\$ -	\$ -	\$ -	\$ -	\$ -
52	Software Tester I	\$ -	\$ -	\$ -	\$ -	\$ -
53	Software Tester II	\$ -	\$ -	\$ -	\$ -	\$ -
54	System Administrator I	\$ -	\$ -	\$ -	\$ -	\$ -
55	System Administrator II	\$ -	\$ -	\$ -	\$ -	\$ -
56	System Analyst	\$ -	\$ -	\$ -	\$ -	\$ -
57	System Security Specialist	\$ -	\$ -	\$ -	\$ -	\$ -
58	Systems Architect/Engineer	\$ -	\$ -	\$ -	\$ -	\$ -
59	Test Manager	\$ -	\$ -	\$ -	\$ -	\$ -
60	Training Manager	\$ -	\$ -	\$ -	\$ -	\$ -
61	Transition Manager	\$ -	\$ -	\$ -	\$ -	\$ -
YEARLY TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -
BASE AND OPTIONAL TOTALS				\$ -		\$ -

Note 1: CPI adjustments will be made to the Cost based on actual CPI change for the previous Operations Year 1 as further described in the Price Proposal Instructions.

Sheet 7

Base Contract and Optional Extensions
Estimated Pass-Through Cost Summary

Item #	Description of Items	Total Annual Cost (\$)
BASE CONTRACT		
1	Year 1 of Operations	
2	Year 2 of Operations	
3	Year 3 of Operations	
4	Year 4 of Operations	
5	Year 5 of Operations	
6	Year 6 of Operations	
Total Base Contract Cost (Operation Years 1-6)		\$ -
OPTIONAL EXTENSIONS		
7	Option Term 1 - Year 7 of Operations	
8	Option Term 1 - Year 8 of Operations	
9	Option Term 1 - Year 9 of Operations	
Total Option Term 1 Cost (Operation Years 7-9)		\$ -
10	Option Term 2 - Year 10 of Operations	
11	Option Term 2 - Year 11 of Operations	
Total Option Term 2 Cost (Operation Years 10-11)		\$ -
Total Optional Extensions Cost (Operation Years 7-11)		\$ -
Total Base and Optional Extensions Cost (Operation Years 1-11)		\$ -

**Sheet 8
Milestone Payment Schedule**

A. Payments for System Costs (Excluding Hardware, Equipment and Off-the-Shelf Software)				
Payment Number	Payment Milestone	% Paid	Cum % Paid	\$
A-1	Notice to Proceed (Mobilization)	5.00%	5.00%	\$
A-2	Baseline Project Management Plan, Baseline Implementation Schedule, Software Development Plan and Quality Assurance Plan Approved	4.00%	9.00%	\$
A-3	I-405 CSC and WIC Facility Design Inputs	2.00%	11.00%	\$
A-4	Requirements Traceability Matrix Approved	3.00%	14.00%	\$
A-5	Business Rules Approved	3.00%	17.00%	\$
A-6	System Detailed Design Document Approved	8.00%	25.00%	\$
A-7	Approval of all Remaining BOS Design, Installation, End of Agreement Transition, Training, Disaster Recovery, Business Continuity, Maintenance Plans	5.00%	30.00%	\$
A-8	CSC Operations and Facility Mobilization Plan, Staffing and Human Resources Plan, Reporting and Reconciliation Plan and SOPs Approved	4.00%	34.00%	\$
A-9	Master Test Plan Approved	4.00%	38.00%	\$
A-10	All Manuals and Third-Party Documentation	2.00%	40.00%	\$
A-11	Software Walkthrough and Update of RTM Approved	4.00%	44.00%	\$
A-12	Unit Testing Approved	4.00%	48.00%	\$
A-13	System Integration Testing Approved	4.00%	52.00%	\$
A-14	User Acceptance Testing Approved	5.00%	57.00%	\$
A-15	Approval of all Training Plans Materials and Manuals	3.00%	60.00%	\$
A-16	Training Completed	3.00%	63.00%	\$
A-17	Achieve Commencement or Ramp-up/Customer Services	3.00%	66.00%	\$
A-18	Onsite Installation and Commissioning Testing (includes updated SDDD, traceability matrix and business rules documents), and Go-Live Testing Approved	5.00%	71.00%	\$
A-19	Acceptance of Operational Readiness Demonstration	4.00%	75.00%	\$
A-20	Go-Live	10.00%	85.00%	\$
A-21	Operational and Acceptance Testing Approved	10.00%	95.00%	\$
A-22	BOS Acceptance	5.00%	100.00%	\$

B. Payments for Hardware, Equipment and Off-the-Shelf Software				
Payment Number	Payment Milestone	% Paid	Cum.% Paid	\$
B-1	Ordering Approved by Agencies and Verified	10.00%	10.00%	\$
B-2	Verified Received	45.00%	55.00%	\$
B-3	Verified Installed in Final Configuration and Location	45.00%	100.00%	\$

EXHIBIT E: PROPOSED AGREEMENT

DRAFT

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15 **EXHIBITS**

- 16 Exhibit A – Definitions and Acronyms
- 17 Exhibit B - Scope of Work and Requirements
- 18 Exhibit C - Preliminary Implementation Schedule
- 19 Exhibit D - Contractor Price Proposal
- 20 Exhibit E – Milestone Payment Schedule
- 21 Exhibit F - Level 1 Health, Safety and Environmental Specifications
- 22

23 **ATTACHMENTS**

- 24 Attachment A - DBE Participation Commitment Form
- 25
- 26

PROPOSED AGREEMENT NO. C-X- XXXX

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective as of this _____ day of _____, 2021 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, CA 92863-1584, a public entity (hereinafter referred to as "AUTHORITY"), _____, _____, _____ (hereinafter referred to as "CONTRACTOR") each individually known as "Party" and collectively known as the "Parties".

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONTRACTOR to design, implement, install and maintain a Back Office System (BOS) and to operate a Customer Service Center (CSC) for the planned 405 Express Lanes (the "Project"); and

WHEREAS, the Work necessary to implement the Project cannot be performed by the regular employees of AUTHORITY; and

WHEREAS, CONTRACTOR has represented that it has the requisite personnel and experience, and is capable of performing the Work; and

WHEREAS, CONTRACTOR wishes to perform the Work; and

WHEREAS, AUTHORITY has entered into a cooperative agreement with the State of California, acting by and through its Department of Transportation ("Caltrans"), AUTHORITY AGREEMENT No. C-4-1847, for, among other things, the development of a new tolled express facility on Interstate 405 generally between State Route 73 and Interstate 605 ("405 Express Lanes "); and

WHEREAS, pursuant to Streets and Highways Code § 143, AUTHORITY has entered into a Toll Operating AGREEMENT with Caltrans wherein AUTHORITY will, among other things, lease the 405 Express Lanes for a term of 40 years and operate and maintain a toll collection system on the 405 Express

1 Lanes; and

2 **WHEREAS**, AUTHORITY has entered into a contract with OC 405 Partners, Joint Venture
3 ("Design-Build Contractor"), to design and construct the 405 Express Lanes pursuant to AUTHORITY
4 Contract No. C-5-3843 (the "Design-Build Contract"); and

5 **WHEREAS**, AUTHORITY has entered into a contract with Kapsch TrafficCom USA, Inc. for the
6 405 Express Lanes Electronic Toll Collection System; and

7 **WHEREAS**, AUTHORITY will enter into a procurement for a roadside service contractor for the
8 I-405; and

9 **WHEREAS**, The Parties intend for this AGREEMENT to be a comprehensive agreement
10 obligating CONTRACTOR to perform all Work, as more particularly described in the AGREEMENT and
11 all attached documents; and

12 **WHEREAS**, the AUTHORITY's Board of Directors authorized this AGREEMENT on_____.

13 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and
14 CONTRACTOR as follows:

15 **ARTICLE 1. COMPONENTS OF AGREEMENT/INTERPRETATION**

16 A. **AGREEMENT**: This AGREEMENT, including all attached documents, as defined in the
17 attached Exhibit A, entitled "Acronyms & Definitions", constitutes the complete and exclusive statement
18 of the terms and conditions of the agreement between AUTHORITY and CONTRACTOR for the Work
19 and supersedes all prior representations, understandings and communications. The invalidity in whole
20 or in part of any term or condition of this AGREEMENT shall not affect the validity of other terms or
21 conditions. Terms capitalized herein shall, unless otherwise defined herein, have the same meaning as
22 set forth in Exhibit A. Where this AGREEMENT uses the term "including" it shall mean including but not
23 limited to, unless otherwise specifically indicated.

24 B. **AGREEMENT Interpretation**: This AGREEMENT and each of the attached documents
25 are an essential part of the Parties' agreement and should be interpreted in a manner which harmonizes
26 their provisions. However, if an actual conflict exists, the following descending order of precedence shall

1 apply:

- 2 1. AGREEMENT amendments adopted in accordance with this AGREEMENT;
- 3 2. This AGREEMENT;
- 4 3. All Exhibits attached hereto;
- 5 4. RFP X-XXX, which is incorporated herein by reference; and0-2352
- 6 5. The Contractor Proposal dated XXX yy, 2020 which is incorporated herein by
- 7 reference.

8 C. In the case of conflict, and notwithstanding the order of precedence, the most stringent
9 requirement as determined by the AUTHORITY shall govern, unless otherwise agreed-to in writing by
10 the AUTHORITY.

11 D. Performance by Parties: A Party's failure to insist in any one or more instances upon the
12 other Party's performance of any terms or conditions of this AGREEMENT shall not be construed as a
13 waiver or relinquishment of that Party's right to such performance by the defaulting Party or to future
14 performance of such terms or conditions and that Party's obligation in respect thereto shall continue in
15 full force and effect. This AGREEMENT may be amended or modified only by mutual written agreement
16 of the Parties.

17 E. CONTRACTOR shall only commence work covered by an amendment after the
18 amendment is executed and notification to proceed has been provided by AUTHORITY.

19 **ARTICLE 2. AUTHORIZED DESIGNEES**

20 A. The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act
21 for and exercise any of the rights of AUTHORITY as set forth in this AGREEMENT.

22 B. In its letter of transmittal accompanying CONTRACTOR's Proposal, the CONTRACTOR
23 designated [name] _____ as an officer of the CONTRACTOR, who
24 shall be authorized to sign this AGREEMENT and any amendments to this AGREEMENT and to speak
25 for and make commitments on behalf of the CONTRACTOR.

26 **ARTICLE 3. SCOPE OF WORK AND REQUIREMENTS**

1 A. CONTRACTOR shall perform the Work in accordance with the attached Exhibit B, entitled
2 "Scope of Work and Requirements", in a manner satisfactory to AUTHORITY.

3 B. In performing this AGREEMENT, CONTRACTOR shall be responsible for developing,
4 operating, and maintaining a BOS that handles the funds of others, documents, and processes financial
5 transactions, and maintains the integrity of customer personal information and financial records. With
6 respect to its obligations under this paragraph B, the CONTRACTOR shall have a fiduciary duty to
7 AUTHORITY, its customers, and to the users of the BOS. The CONTRACTOR shall exercise its
8 responsibilities prudently and shall institute all appropriate mechanisms for the custody and administration
9 of funds and records.

10 C. CONTRACTOR shall provide all resources, personnel, Equipment, Software and supplies
11 necessary to perform the Work. The CONTRACTOR shall provide the Work in a competent and
12 professional manner, in conformance with the highest industry standards, to the satisfaction of
13 AUTHORITY. AUTHORITY shall be entitled to full and prompt cooperation by CONTRACTOR in all
14 aspects of the Work. The AUTHORITY shall have the right to inspect the performance of such Work at
15 any time, and CONTRACTOR shall fully and promptly cooperate with the AUTHORITY in the execution
16 of such inspections.

17 **ARTICLE 4. CONTRACTOR'S PERSONNEL**

18 A. Non-Key Personnel:

19 1. CONTRACTOR agrees that it will at all times employ, maintain and assign a
20 sufficient number of competent and qualified professionals and other personnel to perform the Work in a
21 timely manner.

22 2. CONTRACTOR warrants and represents that its staff personnel and
23 Subcontractors have the proper skill, training, background, knowledge, experience, rights, authorizations,
24 integrity, character, and licenses necessary to perform the Work in a competent and professional manner.

25 B. At the request of AUTHORITY, in its sole discretion, CONTRACTOR shall promptly
26 remove from assignment to the performance of Work pursuant to this AGREEMENT any employee,

Subcontractor, or any other person performing Work hereunder. AUTHORITY's request to remove an employee or Subcontractor shall have no bearing on CONTRACTOR's decision to retain the employee or Subcontractor for work outside of this AGREEMENT. AUTHORITY shall bear no responsibility for any such decision by CONTRACTOR.

C. Key Personnel:

1. CONTRACTOR's Project Manager identified in the Proposal is a "Key Personnel" and shall act as the primary point of contact in all matters on behalf of CONTRACTOR. The Project Manager shall assign other individuals as contacts with regard to specific functional areas of the Work, subject to the Approval of the AUTHORITY.

2. CONTRACTOR shall provide the personnel listed below, which are hereby designated as Key Personnel under this AGREEMENT:

Name	Function

3. Exhibit B, Scope of Work and Requirements, identifies certain other job categories as Key Personnel for the AGREEMENT. CONTRACTOR identified Key Personnel assigned to this Project in its Proposal, who shall be Approved as part of the Project Management Plan. CONTRACTOR acknowledges that the award of this AGREEMENT to CONTRACTOR was based in significant part on the qualifications of such Key Personnel and CONTRACTOR's representation that they will be made available to perform the Work to completion, which availability is a material term of this AGREEMENT. Key Personnel shall be required to work in the position indicated in the Proposal and in the approved Project Management Plan.

4. No Key Personnel shall be removed or replaced by CONTRACTOR, or have any change in function or any significant reduction in the level of commitment, without the prior written consent of AUTHORITY. Should AUTHORITY determine during the Term of the AGREEMENT that the list of Key Personnel does not include personnel essential to the successful performance of the Work, the

1 AUTHORITY may require the CONTRACTOR to add any existing job category/function to such list.

2 5. If AUTHORITY becomes dissatisfied with the performance of any person
3 designated as Key Personnel, AUTHORITY shall notify CONTRACTOR in writing. Within fourteen (14)
4 Business Days of receipt of such Notice, the CONTRACTOR shall either propose a replacement person
5 for evaluation and Approval by AUTHORITY or present to AUTHORITY a thirty (30) Calendar Day plan
6 for correcting the incumbent's performance deficiencies. If AUTHORITY rejects the replacement person
7 for evaluation, then CONTRACTOR shall propose another replacement person within fourteen (14)
8 Business Days, which process shall be followed until CONTRACTOR proposes a replacement person
9 acceptable to AUTHORITY. If AUTHORITY rejects the plan of correction, or Approves the plan of
10 correction, but the incumbent's performance deficiencies are not corrected to AUTHORITY's satisfaction
11 within thirty (30) Calendar Days of AUTHORITY's Approval of the correction plan, then the
12 CONTRACTOR shall, propose to AUTHORITY a replacement person for evaluation and Approval by
13 AUTHORITY within the time and manner set forth above.

14 6. Should the services of any Key Personnel become no longer available to
15 CONTRACTOR, CONTRACTOR shall, within one (1) Business Day from the day CONTRACTOR
16 becomes aware that the Key Personnel is or will no longer be available, provide Notice to AUTHORITY.
17 The resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for
18 Approval as soon as possible, but in no event later than fourteen (14) Business Days after
19 CONTRACTOR becomes aware that the Key Personnel is or will not be available. AUTHORITY will
20 respond to CONTRACTOR within seven (7) Business Days following receipt of these qualifications
21 concerning Approval of the replacement. As used in this paragraph, "no longer available to
22 CONTRACTOR" means that the Key Personnel is no longer employed by CONTRACTOR or is otherwise
23 physically unable to perform as required by this AGREEMENT for reasons such as health, for a period of
24 more than thirty (30) Calendar Days. In the event a Key Personnel member was rendered physically
25 unable to perform, but later is physically able to perform, CONTRACTOR shall notify AUTHORITY and
26 may return such Key Personnel to his or her position, subject to the AUTHORITY's reasonable Approval.

1 CONTRACTOR inability to provide a suitable replacement for a period of more than thirty (30) Calendar
2 Days whatever the reason, shall trigger the liquidated damages for Unavailability set forth in Article 18.C.2
3 or 18.C.3, depending upon the position.

4 7. Reassignment by CONTRACTOR of a Key Personnel member without the
5 express Approval of AUTHORITY will automatically trigger liquidated damages for Unavailability set forth
6 in Article 18.C. 2 or 18.C.3, depending upon the position.

7 **ARTICLE 5. TERM OF AGREEMENT**

8 A. Initial Term: This AGREEMENT shall commence upon the Effective Date, and shall
9 continue in full force and effect for a period of up to eight (8) years through _____ ("Initial Term"),
10 unless earlier terminated or extended as provided in this AGREEMENT. The Initial Term is composed of
11 an Implementation Phase, and an Operations and Maintenance (O&M) Phase, beginning at Go-Live, of
12 six (6) years.

13 B. Extensions: AUTHORITY, at its sole discretion, may elect to extend the Initial Term of
14 this AGREEMENT up to an additional thirty-six months (36) months or any portion thereof ("Option Term
15 1"), and thereupon require CONTRACTOR to provide the Work and otherwise perform in accordance
16 with the Scope of Work and Requirements, and at the rates set forth in Exhibit D, entitled "Contractor's
17 Price Proposal." AUTHORITY, at its sole discretion, may elect to extend the Initial Term, as extended by
18 Option Term 1, up to an additional twenty-four (24) months or any portion thereof ("Option Term 2"), and
19 thereupon require CONTRACTOR to continue to provide Work and otherwise perform in accordance with
20 the Scope of Work and Requirements and at the rates set forth in Exhibit D, CONTRACTOR's Price
21 Proposal. The Initial Term and any extensions thereof shall be referred to as "Term" in this
22 AGREEMENT.

23 C. Extensions Not Constituting Waiver: AUTHORITY's election to extend the Initial Term
24 under Option Term 1 and/or Option Term 2, shall not diminish its right to terminate the AGREEMENT for
25 AUTHORITY's convenience or CONTRACTOR's default as provided elsewhere in this AGREEMENT.
26 The maximum Term of this AGREEMENT shall be thirteen (13) years from the Effective Date.

ARTICLE 6. TIME AND SCHEDULE/COMPLETION DATES

A. Schedule and Submittals:

1. CONTRACTOR's Submittal requirements and Submittal schedule shall be as set out in CONTRACTOR's Approved Project Management Plan and CONTRACTOR's Approved Baseline Implementation Schedule, in accordance with the Scope of Work and Requirements.

2. AUTHORITY's written Approval will be required for Submittals.

3. Within fifteen (15) Calendar Days from the Effective Date CONTRACTOR shall submit a Baseline Implementation Schedule in a format acceptable to AUTHORITY for AUTHORITY's review and Approval. The Preliminary Implementation Schedule at the time of the execution of the AGREEMENT, included as Exhibit C, shall be the basis for the development of CONTRACTOR's submitted Baseline Implementation Schedule. The Baseline Implementation Schedule shall propose dates by which CONTRACTOR will (a) submit required permits, documents, applications, and design; and (b) develop; deliver; install; test, and implement the required BOS, including all necessary documents, Submittals, and Deliverables in support thereof. Sufficient information shall be shown on the Baseline Implementation Schedule to enable proper control and monitoring of the tasks and subtasks in the Scope of Work and Requirements.

4. Upon completion of the Baseline Implementation Schedule by the CONTRACTOR to the satisfaction of AUTHORITY, the AUTHORITY will Approve the schedule, and it will thereafter be deemed the Approved Baseline Implementation Schedule and will constitute the schedule for the submittals set forth in paragraph 5 of this Article 6.

5. Progress of Work shall be measured against the Approved Baseline Implementation Schedule and submitted to AUTHORITY monthly until the Project Implementation Phase has been completed. Submission of monthly progress updates to the schedule shall not release or relieve CONTRACTOR from full responsibility for completing the Work within the time set forth in the Approved Baseline Implementation Schedule.

6. CONTRACTOR shall furnish sufficient resources to ensure the performance of

1 the Work in accordance with the Approved Baseline Implementation Schedule. If CONTRACTOR falls
2 behind in the performance of the Work as indicated in the Approved Baseline Implementation Schedule,
3 CONTRACTOR shall take such steps as may be necessary to improve its progress to ensure its
4 performance in accordance with the Approved Baseline Implementation Schedule. CONTRACTOR shall
5 manage the risks to the Approved Baseline Implementation Schedule to avoid any potential delays or
6 make every effort to work around any potential delays and mitigate the impact of delay.

7 7. CONTRACTOR shall be responsible for all delays in the Approved Baseline
8 Implementation Schedule, except delays in Approvals caused by Force Majeure events. However,
9 nothing in this section relieves CONTRACTOR of its responsibility to provide complete and accurate
10 Submittals and Deliverables that meet the requirements of the Scope of Work and Requirements.
11 Submittals rejected by AUTHORITY due to the CONTRACTOR's failure to meet the requirements of the
12 Submittal or Deliverable or to address the previous comments provided by AUTHORITY are not Force
13 Majeure events or otherwise excused events and CONTRACTOR shall be held responsible for all
14 associated delays.

15 8. If comments forms are established in the Project Management Plan to be used for
16 the resolution of questions and issues on a Submittal, the Submittal shall not be considered Approved
17 until all written comments are addressed to the satisfaction of the AUTHORITY. Such lack of Approval
18 shall be considered a rejection until such time as the comments are fully resolved.

19 B. Guaranteed Completion Dates:

20 In executing this AGREEMENT CONTRACTOR is guaranteeing that the BOS will be fully
21 operational by the following specified dates, "Guaranteed Completion Dates", subject to any extensions
22 thereof Approved by AUTHORITY in accordance with this AGREEMENT:

23 1. The BOS shall have achieved Commencement of Ramp-up/Customer Services
24 as determined by AUTHORITY, within thirty (30) Calendar Days of Notice to Proceed for Ramp-
25 up/Customer Services, with such Notice to Proceed not provided by AUTHORITY earlier than five
26 hundred sixty-four (564) Calendar Days from the Effective Date.

1 2. The 405 Express Lanes BOS shall have achieved Readiness for Go-Live as
2 determined by AUTHORITY, within six hundred eighty-four (684) Calendar Days from the Effective Date.

3 3. In addition to all other rights and remedies available to AUTHORITY, if
4 CONTRACTOR fails to meet a Guaranteed Completion Date, as such Guaranteed Completion Date may
5 be extended pursuant to this AGREEMENT, the CONTRACTOR shall be subject to liquidated damages
6 as specified in Article 18, Liquidated Damages.

7 C. Delays:

8 1. If at any time CONTRACTOR fails to complete any activity by the completion date
9 in the Approved Baseline Implementation Schedule, unless previously excused by AUTHORITY in
10 writing, CONTRACTOR will be required, within seven (7) Calendar Days of AUTHORITY's request, to
11 submit to AUTHORITY a statement as to how it plans to return to compliance, including a recovery
12 schedule if directed by AUTHORITY.

13 2. If CONTRACTOR fails or refuses to implement measures sufficient to bring its
14 Work back into conformity with the Approved Baseline Implementation Schedule, it shall be considered
15 an Event of Default and AUTHORITY may exercise all rights provided herein therefor, including permitting
16 CONTRACTOR to proceed under specified conditions required by AUTHORITY.

17 3. No AUTHORITY review or Approval of a schedule submitted by CONTRACTOR
18 shall release or relieve CONTRACTOR from full responsibility for the accurate, complete and timely
19 performance of the Work, including the accuracy and completeness of the schedules, or any other duty,
20 obligation or liability imposed on it by this AGREEMENT. AUTHORITY's Approval of a schedule shall
21 not constitute a representation by AUTHORITY that CONTRACTOR will be able to proceed or complete
22 the Work in accordance with the dates contained in said schedule.

23 **ARTICLE 7. START AND PHASES OF WORK**

24 A. Implementation Phase: The Implementation Phase shall commence upon the Effective
25 Date and shall continue until Final Acceptance. CONTRACTOR shall not begin performing Work until the
26 Effective Date and shall not be entitled to any compensation for any Work performed or costs incurred

1 prior to the Effective Date.

2 B. Conditions precedent to AUTHORITY executing the AGREEMENT are CONTRACTOR
3 furnishing the Form I, Performance Bond, Form J, Payment Bond, and applicable certificates of insurance
4 and endorsements thereof as required by this AGREEMENT. CONTRACTOR shall furnish said
5 documents within ten (10) Business Days after notification of award of this AGREEMENT from
6 AUTHORITY.

7 C. O&M Phase: The O&M Phase shall commence upon achieving commencement of Ramp-
8 up/Customer Services and shall continue through the end of the Term.

9 **ARTICLE 8. PAYMENT**

10 A. Payment of AUTHORITY Maximum Obligation: AUTHORITY shall pay to
11 CONTRACTOR up to its Maximum Obligation amount, for CONTRACTOR's full and complete
12 performance of its obligations under this AGREEMENT on a fixed and variable unit price basis in
13 accordance with the following provisions set forth in paragraphs B through M of this Article 8.

14 B. Payments for Implementation Phase: Payments to CONTRACTOR for the
15 Implementation Phase will be in the amounts and percentages as indicated in the CONTRACTOR Price
16 Proposal, and Exhibit E, Milestone Payment Schedule. Payments for BOS design, development,
17 integration and testing, installation and other Deliverables will be made using fixed prices for completed
18 and Approved Deliverables as provided in the Milestone Payment Schedule and the CONTRACTOR
19 Price Proposal.

20 C. Payments for Maintenance: Payments for Maintenance will be made on a monthly basis,
21 based on variable unit prices in accordance with the CONTRACTOR Price Proposal. Adjustments to
22 these payments may be made for CONTRACTOR performance which falls below required Performance
23 Measures as further set forth in the Scope of Work and Requirements.

24 D. Payments for Operations: Payments for Operations will be made on a monthly basis, ,
25 based on variable unit prices and Approved pass-through costs, in accordance with the CONTRACTOR
26 Price Proposal. Adjustments to these payments (excluding pass-through costs) may be made for

1 CONTRACTOR performance which falls below required Performance Measures as further set forth in
 2 the Scope of Work and Requirements.

3 E. Full and Complete Compensation: All Work performed by CONTRACTOR in meeting the
 4 requirements of the AGREEMENT shall be paid under one of the above payment methods, which shall
 5 constitute full compensation for the Work, including but not limited to: (a) the cost of all insurance and
 6 bond premiums, home office, job site and other overhead, and profit relating to CONTRACTOR's
 7 performance of the Work; (b) the cost of performance of each and every portion of the Work (including all
 8 costs of all Work provided by Subcontractor(s) and third-party licenses and Software; (c) the cost of
 9 obtaining all governmental approvals; (d) all costs of compliance with and maintenance of such
 10 governmental approvals; (e) all risk of inflation, unless otherwise noted, currency risk, interest and other
 11 costs of funds associated with the payment terms for the Work as provided herein; and (f) payment of
 12 any taxes, duties, permits and other fees and/or royalties imposed with respect to the Work and any
 13 Equipment, materials or labor included therein.

14 F. Schedule of Fixed Payment for Implementation: The following schedule shall establish
 15 the firm fixed payment to CONTRACTOR by AUTHORITY for the Implementation Phase set forth in the
 16 Scope of Work and Requirements:

TYPE OF PAYMENT	PAYMENT AMOUNT (\$)
Fixed Price	\$0.00
Total Implementation Phase	\$0.00

17
 18
 19
 20 G. Schedule of variable price and pass-through payment for O&M: The following schedule
 21 shall establish the basis for payment to CONTRACTOR by AUTHORITY for the O&M Phase set forth in
 22 the Scope of Work and Requirements. The schedule also shows the Maximum Obligation of AUTHORITY
 23 for the combined Implementation and Operation and Maintenance Phases, established in Article 9,
 24 Maximum Obligation.
 25
 26

TYPE OF PAYMENT	PAYMENT AMOUNT (\$)
Variable Costs Based on Unit Prices	\$0.00
Pass through Costs	\$0.00
Total O&M Phase	\$0.00
MAXIMUM OBLIGATION FOR IMPLEMENTATION AND O&M PHASES	\$0.00

H. During the Implementation Phase: CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding to the Work actually completed by CONTRACTOR and Approved by AUTHORITY and in accordance with the payment methods as set forth in paragraph B of this Article 8.

I. Invoice requirements following commencement of Ramp-up/Customer Service and Go-Live: CONTRACTOR shall invoice AUTHORITY in accordance with the payment methods as set forth in paragraphs C and D of this Article 8. Such payments shall be monthly in arrears, beginning one month after commencement of Ramp-up/Customer Services.

J. Deliverables completed and Approved by AUTHORITY and Work performed shall be documented in a monthly progress report prepared by CONTRACTOR, which shall accompany each invoice submitted by CONTRACTOR. At its sole discretion, AUTHORITY may decline to make full payment for any Deliverable or Work performed until such time as CONTRACTOR has documented to AUTHORITY's satisfaction, that CONTRACTOR has completed all Work required under the invoice. AUTHORITY's payment in full for any task or Deliverable completed shall not constitute AUTHORITY's Final Acceptance of CONTRACTOR's Work under such invoice.

K. Retention: As partial security against CONTRACTOR's failure to satisfactorily fulfill all of its obligations under this AGREEMENT, AUTHORITY shall retain ten percent (10%) of the amount of each Implementation Phase invoice submitted for payment by CONTRACTOR. During the Term at its sole discretion, AUTHORITY reserves the right to release all or a portion of the retained amount based on CONTRACTOR's satisfactory completion of certain milestones. CONTRACTOR shall invoice AUTHORITY for the release of the retention in its final Implementation Phase invoice following

1 Implementation Phase Final Acceptance in accordance with Article 23. All retained funds will be released
2 by AUTHORITY and will be paid to CONTRACTOR within sixty (60) Calendar Days of payment of final
3 Implementation Phase invoice, unless AUTHORITY elects to audit CONTRACTOR's records in
4 accordance with Article 44, Audit and Inspection of Records. If AUTHORITY elects to audit, retained
5 funds will be paid to CONTRACTOR within thirty (30) Calendar Days of completion of such audit in an
6 amount reflecting any adjustment required by such audit.

7 L. Submission of Invoices: Invoices shall be submitted by CONTRACTOR in duplicate to
8 AUTHORITY's Accounts Payable office. CONTRACTOR may also submit invoices electronically to
9 AUTHORITY's Accounts Payable at vendorinvoices@octa.net. Each invoice shall be accompanied by
10 the monthly progress report specified in paragraph J of this Article, and the Scope of Work and
11 Requirements. AUTHORITY shall remit payment within thirty (30) Calendar Days of the receipt and
12 Approval of each invoice. Each invoice shall include the following information:

- 13 1. AGREEMENT No. C-X-XXXX;0-2352
- 14 2. The specific phase number for which payment is being requested;
- 15 3. BOS generated reports to validate quantities for the unit priced items, where
16 applicable;
- 17 4. AUTHORITY Project Manager's Approval of the payment request;
- 18 5. Identification of the relevant line item price in the Price Proposal, and if milestone
19 payment, identification of the milestone name, number, and amount in the Payment Schedule;
- 20 6. The time period covered by the invoice;
- 21 7. Total monthly invoice (including Project-to-date, cumulative invoice amount) and
22 retention for the time period covered by the invoice and cumulative retention held, if applicable;
- 23 8. Monthly Progress Report and Approved Baseline Implementation Schedule
24 during Implementation Phase or, Monthly Operations Report during the O&M Phase;
- 25 9. Weekly certified payroll for personnel subject to prevailing wage requirements, if
26 applicable;

1 10. Certification signed by the CONTRACTOR that a) The invoice is a true, complete
2 and correct statement of reimbursable costs and progress; b) The backup information included with the
3 invoice is true, complete and correct in all material respects; c) All payments due and owing to
4 Subcontractors and Suppliers have been made; d) Timely payments will be made to Subcontractors and
5 Suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not
6 include any amount which CONTRACTOR intends to withhold or retain from a Subcontractor or Supplier
7 unless so identified on the invoice; and

8 11. Any other information as agreed or requested by AUTHORITY to substantiate the
9 validity of an invoice.

10 M. Failure to comply with AUTHORITY's direction: CONTRACTOR shall not be entitled to
11 have any invoices processed or to have any payment made for Work performed if it has failed to comply
12 with any lawful or proper direction from AUTHORITY concerning the Work, following receipt of Notice
13 from AUTHORITY that the CONTRACTOR has failed to comply and that the AUTHORITY will exercise
14 its right to withhold payment of invoices within five (5) Business Days of the date of such Notice, unless
15 and until such time as compliance is achieved.

16 **ARTICLE 9. MAXIMUM OBLIGATION**

17 Notwithstanding any provisions of this AGREEMENT to the contrary, AUTHORITY and
18 CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation (including
19 obligation for CONTRACTOR's profit) for all Work during the Initial Term shall be _____ Dollars
20 (\$____.00) (the "Maximum Obligation"). This is based on fixed and variable price components and
21 includes, but is not limited to, all amounts payable by AUTHORITY to CONTRACTOR for its subcontracts,
22 leases, pass-throughs, materials and costs arising from, or due to termination of, this AGREEMENT and
23 as further set forth in Article 8, Payment.

24 **ARTICLE 10. PROMPT PAYMENT CLAUSE**

25 A. AUTHORITY has adopted a prompt payment provision on all U.S. DOT-assisted contracts to
26 facilitate timely payment to all Subcontractors in accordance with regulatory mandates. Pursuant to 49

1 CFR Part 26.29, AUTHORITY will include the following clause in each U.S. DOT-assisted contract:

2 B. "CONTRACTOR agrees to pay each Subcontractor under this Contract for satisfactory
3 performance of its contract no later than seven (7) days from the receipt of each payment CONTRACTOR
4 receives from AUTHORITY. CONTRACTOR agrees further to return retainage payments to each
5 Subcontractor within thirty (30) days after receiving payment for work satisfactorily completed and
6 accepted including incremental acceptances of portions of the Agreement work by AUTHORITY. Any
7 delay or postponement of payment from the above referenced time frame may take place only for good
8 cause and with AUTHORITY's prior Approval." CONTRACTOR shall incorporate this clause verbatim,
9 set forth above, in all subcontract, broker, dealer, vendor, supplier, purchase order or other source
10 agreements issued to both DBE and non-DBE firms.

11 C. Any violation of the provisions listed above shall subject the violating CONTRACTOR to the
12 penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and
13 Professions Code. This requirement shall not be construed to limit or impair any contractual,
14 administrative or judicial remedies otherwise available to CONTRACTOR or Subcontractor in the event
15 of a dispute involving late payment or nonpayment by CONTRACTOR; deficient Subcontractor
16 performance and/or noncompliance by a Subcontractor.

17 D. Failure to comply with this provision without prior Approval from AUTHORITY will constitute
18 noncompliance, which may result in the application of appropriate administrative sanctions, including, but
19 not limited to, a penalty of two percent (2%) of the invoice amount due per month, for every month that
20 full payment is not made.

21 **ARTICLE 11. NOTICES**

22 All Notices hereunder and communications regarding the interpretation of the terms of this
23 AGREEMENT, or changes thereto, shall be effected by delivery of said Notices in person or by depositing
24 said Notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid or
25 (c) sent by electronic e-mail; provided that the recipient of the electronic Notice acknowledges receipt of
26 such transmission by email. Personal or courier delivery shall be deemed given upon actual delivery to

1 the intended recipient at the designated address. Mailed Notices shall be deemed given upon the date
 2 of the actual receipt as evidenced by the return receipt. Electronic e-mail Notice shall be deemed given
 3 upon the date the email is acknowledged as received by the recipient; provided that if acknowledgement
 4 is received after 5 p.m., delivery shall be deemed received as of 8 a.m. the following Business Day. Any
 5 Notice shall be sent, transmitted or delivered, as applicable, to the applicable Party the following address:

To: CONTRACTOR	To: Orange County Transportation Authority
	550 South Main Street P.O. Box 14184 Orange, CA 92863-1584
ATTENTION:	Mr. Robert Webb Senior Contract Administrator and Ms. Ellen Lee Project Manager
	R Webb Phone: (714) 560-5743 E Lee Phone: (714) 560-5988
	Email: rwebb@octa.net ; elee@octa.net

ARTICLE 12. INDEPENDENT CONTRACTOR

19 A. CONTRACTOR's relationship to AUTHORITY in the performance of this Agreement is that of
 20 an independent contractor. CONTRACTOR's personnel performing Work under this Agreement shall at
 21 all times be under CONTRACTOR's exclusive direction and control and shall be employees of
 22 CONTRACTOR and not employees of AUTHORITY. CONTRACTOR shall pay all wages, salaries and
 23 other amounts due its employees in connection with this Agreement and shall be responsible for all
 24 reports and obligations respecting them, such as social security, income tax withholding, unemployment
 25 compensation, workers' compensation and similar matters.

26 B. Should CONTRACTOR's personnel or a state or federal agency allege claims against
 AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or

1 allegations involving any other independent contractor misclassification issues, CONTRACTOR shall
2 defend and indemnify AUTHORITY in relation to any allegations made.

3 **ARTICLE 13. BONDS**

4 A. All bonds required by this AGREEMENT shall be issued by sureties authorized to do
5 business in the State of California with an A.M. Best Rating of A-, Class VIII, or better, or as otherwise
6 Approved by AUTHORITY in its sole discretion, referred to hereinafter as "Eligible Surety".
7 Notwithstanding any other provision set forth in this AGREEMENT, performance by a surety of any
8 obligations of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations under this
9 AGREEMENT.

10 B. As partial security against CONTRACTOR's failure to satisfactorily fulfill all Work and
11 obligations under this AGREEMENT, CONTRACTOR shall submit and keep in place until both 1) Go-
12 Live and 2) CONTRACTOR provision of applicable Operations and Maintenance Bond (hereinafter
13 referred to as an "O&M Bond") as described in paragraphs C and D below, a Performance Bond, and a
14 Payment Bond referred to hereinafter as "Bonds", in the forms respectively set forth in Forms I and J, and
15 attached to this AGREEMENT. The Bonds shall each be in the sum of one-hundred (100%) percent of
16 the Total Firm Fixed Price for the Implementation Phase (as shown in Sheet 1 of the CONTRACTOR
17 Price Proposal entitled Project Summary, cell E7, Grand Total Cost. If the Total Firm Fixed Price for the
18 Implementation Phase is increased in connection with an amendment, AUTHORITY may, in its sole
19 discretion, require a corresponding increase in the amount of the Bonds or new Bonds covering the
20 Amendment.

21 C. An O&M Bond shall be required for the BOS in the form of Form K, attached to this
22 AGREEMENT, as a condition of Go-Live. The initial bonding level for the O&M Phase shall be provided
23 at one-hundred (100%) percent of Years 1 to 3 of O&M (not including pass-through costs) as shown on
24 CONTRACTOR Price Proposal Sheet 4, Projected Bond Amounts Table (cell C25).

25 D. The O&M Bond (not including pass-through costs) shall be renewed each year at the
26 anniversary date of Go-Live through the end of the Term. For subsequent years after the first year of

1 O&M, the renewed O&M Bond shall be submitted to AUTHORITY at least fifteen (15) Business Days
2 prior to the anniversary date of Go-Live. Upon Approval thereof, AUTHORITY will release the prior year's
3 Bonds.

4 E. The value of the O&M bond for years 2 through 6 and shall be determined as follows:

5 1. Year 2 O&M bond = Estimated total combined cost of O&M for years 2 and 3 (not
6 including pass-through costs) as shown on Sheet 4, Projected Bond Amounts table (cell C26).

7 2. Each of Years 3 through 6 O&M bond = Estimated cost of total combined cost of
8 O&M for upcoming year only as provided on Sheet 4, Project Bond Amounts Table for the respective
9 upcoming year (cells C27, C28, C29, CC30, as applicable).

10 F. The estimated value of the O&M costs for any given year with regard to bonded amount
11 shall be based on the value presented in the CONTRACTOR Price Proposal for total O&M costs for the
12 referenced year(s) as provided in paragraph E of this article, as adjusted for any Approved change orders
13 that have affected these Price Proposal cells and any updates in the estimated O&M volumes for the
14 year(s) provided by AUTHORITY at its sole determination.

15 G. If any Bond previously provided becomes ineffective, or if the Eligible Surety that provided
16 the Bond no longer meets the AGREEMENT requirements, CONTRACTOR shall provide a replacement
17 Bond in the same form issued by an Eligible Surety within five (5) Business Days of CONTRACTOR's
18 knowledge of same. CONTRACTOR shall provide Notice to AUTHORITY promptly following such Bond
19 being rendered ineffective or when such Bond's surety is no longer an Eligible Surety, in no case later
20 than three (3) Business Days thereafter.

21 H. Additionally, the Performance Bond shall meet the following requirements:

22 1. Identify AUTHORITY and AGREEMENT No. C-X-XXXX for which
23 the0-2352

24 Performance Bond is provided; and

25 2. Upon Notice by AUTHORITY that CONTRACTOR has defaulted under this
26 AGREEMENT, the Eligible Surety will have ten (10) Business Days to make a determination on the claim
and to notify AUTHORITY accordingly.

1 **ARTICLE 14. INDEMNIFICATION**

2 A. CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY, Caltrans,
3 FHWA, and their officers, directors, employees and agents, (hereafter, the "Indemnitees") from and
4 against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement)
5 for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by
6 the negligent acts, omissions or willful misconduct by CONTRACTOR, its officers, directors, employees,
7 agents, Subcontractors or Suppliers in connection with or arising out of the performance of this
8 AGREEMENT. In addition to any other defense and indemnity obligations that CONTRACTOR has
9 assumed under this AGREEMENT, CONTRACTOR shall defend, indemnify and hold harmless the
10 Indemnitees from and against any and all liabilities, actions, suits, claims, and legal expenses, including
11 attorneys' fees, which arise out of any claim asserting a cause of action for trespass, inverse
12 condemnation or any other unlawful entry onto property by CONTRACTOR, its Subcontractors, agents
13 or employees. Any monies owed may be deducted from any monies due or to become due to
14 CONTRACTOR hereunder or under any other agreement between CONTRACTOR and AUTHORITY.

15 B. Intellectual Property:

16 1. CONTRACTOR shall be liable and responsible without limitation for any and all
17 claims made against AUTHORITY for infringement of Intellectual Property rights, by the use or supplying
18 of any Equipment or Software in the course of performance or completion of, or in any way connected
19 with, the Work, or AUTHORITY's continued use of such Equipment or Software. The CONTRACTOR
20 shall indemnify AUTHORITY against and save it harmless from all loss and expense incurred in the
21 defense, settlement or satisfaction of any claims in the nature of Intellectual Property infringement arising
22 out of or in connection with AUTHORITY's use, pursuant to this AGREEMENT, of the Equipment and
23 Software.

24 2. Without limiting any other rights or remedies available to AUTHORITY under the
25 AGREEMENT, in law and/or equity, in the event that any Intellectual Property, Equipment or Software
26 employed to provide Work pursuant to this AGREEMENT, or portion thereof, is held to constitute an

1 infringement and its use is or may be enjoined, the CONTRACTOR shall have the obligation at
2 AUTHORITY's option to do one or more of the following:

3 a. Require CONTRACTOR to, at its own expense, supply, temporarily or
4 permanently, replace the Intellectual Property, Equipment or Software of similar quality and function
5 which is not subject to such an infringement or injunction;

6 b. Require CONTRACTOR to, at its own expense, remove all such
7 Intellectual Property, Equipment and Software and refund to AUTHORITY the cost thereof or equitably
8 adjust compensation;

9 c. Take such steps as is necessary to ensure compliance by AUTHORITY
10 with such injunction;

11 d. Modify, or require that the applicable Subcontractor or Supplier modify, the
12 alleged infringing Intellectual Property at its own expense, without impairing in any respect the
13 functionality or performance thereof that is non-infringing; and/or

14 e. Procure for AUTHORITY, at CONTRACTOR's expense, the rights
15 provided under this AGREEMENT to use the infringing Intellectual Property, Equipment or Software.

16 3. CONTRACTOR shall be solely responsible for determining and informing
17 AUTHORITY whether a prospective Supplier or Subcontractor is a party to any litigation involving
18 Intellectual Property infringement or misappropriation or any injunction related to thereto, or arising out of
19 any Intellectual Property, Equipment and/or Software provided hereunder. The CONTRACTOR shall
20 enter into agreements with all Suppliers and Subcontractors at its own risk. AUTHORITY may reject any
21 Intellectual Property, Equipment or Software, which it believes to be the subject of any such litigation or
22 injunction, or if, in AUTHORITY's judgment, use thereof does not meet the objectives of Work, restricts
23 or impairs AUTHORITY's rights in any Intellectual Property, or is unlawful.

24 **ARTICLE 15. INSURANCE**

25 A. CONTRACTOR shall procure at its own expense and maintain during the Term of this
26 AGREEMENT or longer as provided herein, insurance coverage as specified in this Article 15 or as

1 otherwise agreed to by AUTHORITY. CONTRACTOR shall provide the following insurance coverage:

2 1. Commercial General Liability at least as broad as Insurance Services Office
3 Commercial General Liability Coverage (occurrence form CG 0001 or equivalent) with a minimum limit of
4 \$5,000,000.00 per occurrence and \$10,000,000.00 general aggregate. and is acceptable to
5 AUTHORITY;

6 2. Automobile Liability at least as broad as Insurance Services Office Business Auto
7 Coverage (form CA 0001, code 1, any auto, or equivalent), with a minimum combined single limit of
8 \$5,000,000.00 per occurrence and is acceptable to AUTHORITY;

9 3. Workers' Compensation insurance as required by the State of California and
10 Employer's Liability Insurance. Employer's liability limits shall be no less than \$1,000,000 each accident,
11 each employee for bodily injury, and policy limit for bodily injury. The policy shall be endorsed to waive
12 the insurer's right of subrogation against the AUTHORITY and its respective officers, directors,
13 employees and agents;

14 4. Commercial Crime with limits no less than \$5,000,000 per claim and in the
15 aggregate to include: Employee dishonesty, Forgery & Alteration, Monies & Securities, Computer
16 Crime; and

17 5. Technology Errors & Omissions Including Privacy and Network Security- covering
18 liability for errors or omissions in rendering computer or information technology services including 1)
19 systems analysis 2) systems programming 3) data processing 4) systems integration 5) outsourcing
20 development and design 6) systems design, consulting, development and modification 7) training
21 services relating to computer Software or Hardware 8) management, repair and maintenance of computer
22 products, networks and systems 9) marketing, selling, servicing, distributing, installing and maintaining
23 computer Hardware or Software 10) data entry, modification, verification, maintenance, storage, retrieval
24 or preparation of data output, and 11) Privacy and Network Security (Cyber Liability) insurance covering
25 liability arising from a) hostile action, or a threat of hostile action ("ransomware"), b) "malware" including
26 computer viruses, Trojan horses, worms and any other type of malicious or damaging code c) dishonest,

1 fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and
2 whether acting alone or in collusion with other persons, d) denial of service for which the insured is
3 responsible that results in the degradation of or loss of access to internet or network activities or normal
4 use of a computer system e) loss of service that results in the inability of a third-party, who is authorized
5 to do so, to access a computer system and conduct normal activities. The policy limit shall be not less
6 than fifteen million dollars (\$15,000,000) per claim and annual aggregate.

7 B. Proof of such coverage, in the form of a certificate of insurance, a copy of the insurance
8 policy and/or an insurance company issued policy endorsement shall be provided to AUTHORITY. Proof
9 of insurance coverage and endorsements evidencing the requirements for additional insureds must be
10 received by AUTHORITY within ten (10) Calendar Days from notification of award of this AGREEMENT.
11 Such insurance shall be primary and non-contributory to any insurance or self-insurance maintained by
12 AUTHORITY. AUTHORITY reserves the right to request certified copies of all related insurance policies.

13 C. CONTRACTOR shall include on the face of the Certificate of Insurance the AGREEMENT
14 Number and AUTHORITY'S Contract Administrator's Name, Robert Webb, Senior Contracts
15 Administrator.

16 D. AUTHORITY and the California Department of Transportation, their officers, directors,
17 employees and agents (the "Indemnitees") must be named as additional insured on Commercial General
18 Liability and Automobile Liability Certificates and on the insurance policy endorsement with respect to
19 performance hereunder.

20 E. CONTRACTOR shall also include in each subcontract the requirement that
21 Subcontractors shall maintain appropriate insurance coverage in the amounts as required by
22 CONTRACTOR and include the Indemnitees as additional insureds on general and automobile liability
23 policies. Such coverage shall be in effect at all times that a Subcontractor is performing Work under the
24 Contract. CONTRACTOR shall have responsibility to enforce Subcontractor compliance with these or
25 similar insurance requirements provided that CONTRACTOR shall upon AUTHORITY'S request provide
26 acceptable evidence of insurance for any Subcontractor. The CONTRACTOR shall assume all

1 responsibility for risks or casualties of every description, for any and all damage, loss or injury, to persons
2 or property arising out of the nature of the Work, including but not limited to the negligence or failure of
3 its Subcontractors (as well as CONTRACTOR's employees) to comply with this AGREEMENT.

4 F. CONTRACTOR shall be required to immediately notify AUTHORITY of any modifications
5 or cancellation of any required insurance policies.

6 G. CONTRACTOR shall at all times during the Term of this AGREEMENT maintain
7 insurance in such form as is satisfactory to AUTHORITY, and will furnish AUTHORITY with continuing
8 evidence of insurance as provided below. All insurance policies shall be issued by companies licensed
9 to do business in the State of California, with an A.M. Best Rating of A-, Class VII, or better, or as
10 otherwise approved by AUTHORITY. CONTRACTOR shall at all times comply with the terms of such
11 insurance policies, and all requirements of the insurer under any such insurance policies, except as they
12 may conflict with existing California laws or this AGREEMENT.

13 H. CONTRACTOR shall provide AUTHORITY with certificates showing the required
14 coverage to be in effect and a copy of the insurance policy or endorsements evidencing the requirements
15 for the additional insureds. Such policies shall provide that the insurance shall not be materially modified
16 or cancelled except upon thirty (30) Calendar Days prior written Notice to AUTHORITY. Copies of all
17 insurance policies and endorsements shall be provided to AUTHORITY upon request.

18 I. AUTHORITY reserves the right to review all insurance coverage and amounts of
19 insurance coverage on an annual basis and to require the CONTRACTOR to adjust the insurance
20 coverage and amounts of insurance coverage based on industry standards for contracts of this size and
21 type. CONTRACTOR shall timely pay all premiums and deductibles when due for all insurance coverage
22 required herein. The above insurance shall not contain a self-insurance retention (SIRs) unless Approved
23 by AUTHORITY.

24 J. Pertaining to the above paragraphs J. regarding professional liability, technology errors and
25 omissions, and cyber liability insurance, if coverage is written on a claims made basis, such insurance
26 shall be maintained in force at all times during the Term and for a period of three (3) years thereafter for

1 Work completed during the Term. Additionally, if a sub-limit applies to any elements of coverage, the
2 policy endorsement evidencing the coverage above must specify the coverage section and the amount
3 of the sub-limit.

4 K. Providing and maintaining adequate insurance coverage described herein is a material
5 obligation of the CONTRACTOR and is of the essence for this AGREEMENT. The limits of coverage
6 under each insurance policy maintained by CONTRACTOR shall not be interpreted as limiting the
7 CONTRACTOR's liability and obligations under the AGREEMENT.

8 L. Subcontractors' Insurance: CONTRACTOR shall either require each Subcontractor to
9 obtain and maintain Workers' Compensation Insurance, Commercial General Liability, Business
10 Automobile Liability and Professional Liability coverage similar to those required above in this section for
11 the CONTRACTOR, or any other coverage deemed necessary to the successful performance of the
12 AGREEMENT, or cover Subcontractors under the CONTRACTOR's policies. Such coverage shall be in
13 effect at all times that a Subcontractor is performing Work under the Contract. The CONTRACTOR shall
14 have responsibility to enforce Subcontractor compliance with these or similar insurance requirements;
15 provided the CONTRACTOR shall upon AUTHORITY's request provide acceptable evidence of
16 insurance for any Subcontractor. The CONTRACTOR shall assume all responsibility for risks or casualties
17 of every description, for any and all damage, loss or injury, to persons or property arising out of the nature
18 of the Work, including but not limited to the negligence or failure of its Subcontractors (as well as
19 CONTRACTOR's employees) to comply with this AGREEMENT.

20 M. Waivers: AUTHORITY and CONTRACTOR waive all rights against each other, against
21 each of their agents and employees and their respective members, directors, officers, employees, agents
22 and consultants for any claims to the extent covered by insurance obtained pursuant to this Article 15,
23 except such rights as they may have to the proceeds of such insurance. CONTRACTOR shall require all
24 Subcontractors to provide similar waivers in writing in favor of AUTHORITY and its respective officers,
25 officials, employees and volunteers except as otherwise agreed to by AUTHORITY.

26 **ARTICLE 16. CHANGES**

1 A. By written Notice or order, AUTHORITY may, from time to time, order Work suspension,
2 add or deduct Work and/or make changes in the general Scope of Work and Requirements of this
3 AGREEMENT hereinafter collectively referred to as "Changes". Changes include, but are not limited to,
4 the Work furnished to AUTHORITY by CONTRACTOR as described in the Scope of Work and
5 Requirements.

6 B. Any such Changes to Work that are considered by AUTHORITY to be a Change(s) to the
7 current Scope of Work and Requirements shall result in the issuance of an Amendment signed by both
8 AUTHORITY and the CONTRACTOR. No Change shall be compensated or time extensions therefore
9 permitted, except pursuant to an Approval. A Work suspension issued by AUTHORITY, via a stop notice,
10 which results in an increase or decrease to the maximum obligation due CONTRACTOR, will require an
11 Amendment.

12 C. Any Change considered by AUTHORITY to be within the current Scope of Work but that
13 has not been specifically tasked or separately identified in CONTRACTOR's Price Proposal, will not
14 require a Contract Amendment and will be identified as an Additional Work Order, subject to Approval by
15 AUTHORITY.

16 D. If any such suspension of Work or Change causes an increase or decrease in the price
17 of this AGREEMENT or in the time required for its performance, CONTRACTOR shall promptly notify
18 AUTHORITY thereof and assert its claim for adjustment within (10) calendar days after the Change or
19 Work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this
20 clause shall excuse CONTRACTOR from proceeding immediately with the requested Change.

21 E. In determining additional compensation to be paid for Change, the Parties shall use the
22 labor, Equipment, unit and material costs and rates included in the Price Proposal for labor and material
23 in preparing the Amendment, including the Price Proposal's labor rates for additional Work.
24 CONTRACTOR is required to use the overhead and profit rate identified in the Price Proposal Sheet 6,
25 cell C2. For Equipment, applications, tools and/or materials not covered or anticipated in the Price
26 Proposal, a catalog or market price of a commercial product sold in substantial quantities shall be used

1 as the basis for proposed costs.

2 F. If the cost of Change cannot be established on this basis or on the basis of prices set by
3 the AGREEMENT, law or regulation, CONTRACTOR shall submit detailed cost breakdowns, including
4 information on Equipment, Software, labor and materials costs and other direct costs.

5 G. CONTRACTOR agrees that it will accept as full compensation for the Change, a price
6 mutually agreed upon in writing, via an Amendment by the AUTHORITY and CONTRACTOR or in the
7 case of paragraph C, an Additional Work Order by the AUTHORITY and CONTRACTOR.

8 H. If the CONTRACTOR disagrees with the amount of compensation or time extension
9 proposed by AUTHORITY in the Amendment, AUTHORITY may issue a Work Directive. CONTRACTOR
10 shall submit a written dispute to AUTHORITY within fifteen (15) Calendar Days after the receipt of the
11 Work Directive. Notwithstanding CONTRACTOR'S disagreement, CONTRACTOR shall proceed
12 diligently with performance if directed by AUTHORITY. The dispute shall state the points of disagreement
13 and, if possible, the AGREEMENT Scope of Work and Requirements references, quantities and costs
14 involved. If a written dispute is not submitted within the above period, payment will be made as set forth
15 in the Work Directive and such payment shall constitute full compensation for all Work included therein
16 or required thereby. An undisputed Work Directive will be considered as executed Amendment.

17 I. CONTRACTOR shall promptly notify AUTHORITY in writing when it receives direction,
18 instruction, interpretation or determination from any source other than AUTHORITY that may lead to or
19 cause change in the Work. Authority shall Approve before CONTRACTOR acts on said direction,
20 instruction, interpretation or determination.

21 J. CONTRACTOR shall only commence Work covered by an Amendment after the
22 Amendment is executed by AUTHORITY.

23 **ARTICLE 17. DISPUTES**

24 A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact
25 arising under this Agreement which is not disposed of by supplemental agreement shall be decided by
26 AUTHORITY'S Director, Contracts Administration and Materials Management (CAMM), who shall reduce

1 the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of
2 the Director, CAMM, shall be final and conclusive.

3 B. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with
4 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
5 CAMM. This Disputes clause does not preclude consideration of questions of law in connection with
6 decisions provided for above. Nothing in this Agreement, however, shall be construed as making final
7 the decision of any AUTHORITY official or representative on a question of law, which questions shall be
8 settled in accordance with the laws of the State of California.

9 **ARTICLE 18. LIQUIDATED DAMAGES**

10 A. If CONTRACTOR fails to: (1) complete the Work by the Guaranteed Completion Dates or
11 any Approved extension thereof, or (2) provide Key Personnel in accordance with the AGREEMENT, or
12 (3) meet the O&M Performance Measures of the AGREEMENT established in the Scope of Work and
13 Requirements, the actual damage to AUTHORITY will be difficult or impossible to determine. Therefore,
14 the Parties have agreed to stipulate to the amount payable to the AUTHORITY as liquidated damages in
15 order to fix and limit CONTRACTOR's costs and to avoid later disputes over what amount of damages
16 are proper. The Parties agree that the amount of liquidated damages are reasonable in light of the
17 anticipated or actual damage to the AUTHORITY and do not constitute a penalty. Liquidated damages
18 may be assessed at the Authority's sole discretion as follows:

19 B. **Implementation Phase Delays:**

20 1. In the event that CONTRACTOR has not completed the Work required for Ramp-
21 up/Customer Services by the Guaranteed Completion Date, CONTRACTOR shall be assessed per
22 Calendar Day on a cumulative basis, commencing the day following the Guaranteed Completion Date as
23 follows:

- 24 • 1-30 Calendar Days following Guaranteed Completion Date: \$2,300 per Calendar Day
- 25 • 31-60 Calendar Days following Guaranteed Completion: \$5,700 per Calendar Day
- 26 • Greater than 60 days following the Guaranteed Completion Date: \$11,400 per Calendar

Day

2. In the event that CONTRACTOR has not completed the Work required for Implementation of the 405 BOS and has not achieved Readiness for Go-Live by the Guaranteed Completion Dates, CONTRACTOR shall be assessed \$45,000 per Calendar Day, commencing the day following the Guaranteed Completion Date. Upon commencement of assessment of the liquidated damages for not achieving Readiness for Go-Live under this paragraph B. 2, any liquidated damages provided for in B. 1 for not meeting the Guaranteed Completion Date for Ramp-up/Customer Services shall cease to continue to accrue; however, any cumulative Ramp-up/Customer Services' liquidated damages incurred prior to that date in accordance with the above sub-paragraph B-1 shall still be in effect.

C. Key Personnel:

1. CONTRACTOR acknowledges that the award of this AGREEMENT by AUTHORITY was based in significant part on the qualifications and experience of the Key Personnel listed in CONTRACTOR's Proposal and representation that they would be available to perform the Work.

2. In the event that CONTRACTOR Project Manager and/or other Personnel identified in Table below become Unavailable to perform the Work, subject to the conditions set forth in Article 4, CONTRACTOR's Personnel, AUTHORITY may assess CONTRACTOR liquidated damages for each occasion of such Unavailability as follows:

Key Personnel Liquidated Damages

POSITION	LIQUIDATED AMOUNT
Project Manager – Implementation Phase	\$ 150,000
Project Manager - O&M Phase	\$150,000
Operations Manager	\$ 50,000
Installation Manager	\$ 25,000

3. In addition to the amounts payable for positions identified in the above table,

1 CONTRACTOR shall pay AUTHORITY a further liquidated amount of \$20,000, if any other Key
2 Personnel is Unavailable.

3 4. The amounts payable under this Article 18 for Unavailability apply for each
4 occasion of Unavailability for each of the Key Personnel.

5 D. Failure to Meet Performance Measures:

6 1. Performance Measures establish a minimum level of service for O&M Phase
7 Work. These Performance Measures include compliance with Security Standards identified in the
8 Scope of Work and Requirements, including but not limited to data security, payment card industry
9 (PCI), and Personally Identifiable Information (PII) standards.

10 2. Failure to meet such Performance Measures shall result in the assessment of
11 liquidated damages in the form of Adjustments as set forth in the Scope of Work and Requirements.
12 These Adjustments shall result in a reduction of the amount of the monthly fee AUTHORITY would
13 otherwise pay to CONTRACTOR for the Work. Standard reports shall be developed by
14 CONTRACTOR to measure whether the Performance Measures have been met. The' format and
15 content of such reports shall be Approved during the design period, shall be generated by the BOS,
16 and shall be run on a scheduled basis by CONTRACTOR and provided to AUTHORITY on a monthly
17 basis, unless another frequency is otherwise specified in the Scope of Work and Requirements or as
18 otherwise directed by AUTHORITY.

19 E. AUTHORITY may deduct liquidated damages from any monies due or that may become
20 due to CONTRACTOR under the AGREEMENT. AUTHORITY is not obligated, however, to make such
21 a deduction or to provide notice thereof. If such deducted monies are insufficient to recover the liquidated
22 damages owing, CONTRACTOR or CONTRACTOR's Surety shall pay to AUTHORITY any deficiency
23 prior to Final Acceptance of Implementation Phase or closeout of O&M Phase, as applicable, or upon
24 termination of this AGREEMENT.

25 F. The failure of AUTHORITY to assess any liquidated damages authorized under this Article
26 18 shall not constitute a waiver of AUTHORITY's right to assess such Adjustments or liquidated damages

1 at a future date. Further, failure to impose liquidated damages does not constitute a waiver of
2 CONTRACTOR's obligations to perform in accordance with the AGREEMENT and Scope of Work and
3 Requirements.

4 G. Liquidated damages are separate and cumulative and are not in lieu of Actual Damages
5 covered under Article 19, Actual Damages.

6 **ARTICLE 19. ACTUAL DAMAGES**

7 A. During the O&M Phase, CONTRACTOR shall reimburse AUTHORITY for lost revenue
8 which AUTHORITY or CONTRACTOR identifies as having been lost due to the fault of the
9 CONTRACTOR. Lost revenue includes, but is not limited to, such events as processing errors, lost
10 transactions, lost images, unprocessed transactions, lost data, revenue lost due to data security breach,
11 and transactions that are not able to be collected due to failures or delays in transaction processing. If
12 actual data is available for the affected time period, such data will be considered in the calculation of
13 actual damages as applicable. If AUTHORITY does not have actual transactional, financial, or other
14 relevant operational data from the affected period, such actual damages shall be calculated based on a
15 determination of a comparable period made by AUTHORITY, and shall consider the day, month, time of
16 day, location, season, whether the day is a weekday, weekend or Holiday, and such other factors as are
17 reasonable. AUTHORITY may choose, in its sole discretion, to recover such lost revenue from the
18 CONTRACTOR by deducting such amounts from payments otherwise due and owing from AUTHORITY
19 to the CONTRACTOR.

20 B. In addition to other actual damages, CONTRACTOR shall be responsible for all
21 additional costs associated with any PII, PCI, data or security breach associated with CONTRACTOR's
22 provision of Work, including but not limited to, special mailings notifying customers of a mistake in their
23 monthly statements due to inaccurate reporting of information by CONTRACTOR and providing credit
24 monitoring services to customers.

25 **ARTICLE 20. RISK OF LOSS**

26 A. CONTRACTOR shall bear all risk of damage or loss to the BOS except for damage and

1 loss caused by the sole negligence or willful misconduct of AUTHORITY or Force Majeure.

2 B. In the case of damage or loss that AUTHORITY agrees was caused by the sole
3 negligence or willful misconduct of AUTHORITY or Force Majeure, CONTRACTOR shall promptly
4 replace the damaged or lost portions of the System at CONTRACTOR's cost after such cost is pre-
5 Approved by AUTHORITY, and submit the amount(s) thus expended to AUTHORITY for reimbursement
6 as a clearly identified, separate item on its next invoice to AUTHORITY.

7 **ARTICLE 21. DEFAULT**

8 A. Event of Default:

9 1. An "Event of Default" shall mean a material breach of this AGREEMENT by the
10 CONTRACTOR. Without limiting the generality of the foregoing and in addition to those instances
11 referred to elsewhere in this AGREEMENT as a breach, an Event of Default shall include the following:

12 a. CONTRACTOR fails to timely remit or credit revenues due AUTHORITY
13 pursuant to this AGREEMENT;

14 b. CONTRACTOR fails to timely deliver and/or maintain Deliverables to
15 AUTHORITY, which Deliverables include, but are not limited to, all insurance, bonds or other performance
16 security required by this AGREEMENT or to maintain in force and effect any such insurance, bonds or
17 performance security;

18 c. CONTRACTOR fails to promptly perform the Work following Effective
19 Date of AGREEMENT; to diligently perform the Work in accordance with the Approved Baseline
20 Implementation Schedule; suspends or otherwise ceases to perform the Work (excepting therefrom
21 excused suspensions directed by AUTHORITY or due to Force Majeure); or promptly resume
22 performance of the Work which have been suspended as directed by AUTHORITY;

23 d. CONTRACTOR fails to perform the Work in accordance with this
24 AGREEMENT, including, but not limited to, the Requirements;

25 e. CONTRACTOR fails to supply enough properly skilled workers or proper
26 materials to perform the Work required under this AGREEMENT;

1 f. CONTRACTOR fails to make prompt payment to Subcontractors or
2 Suppliers in accordance with this AGREEMENT absent a valid dispute as between the CONTRACTOR
3 and its Subcontractors or Suppliers;

4 g. CONTRACTOR fails to make any payment due AUTHORITY under this
5 AGREEMENT, including but not limited to, liquidated damages;

6 h. CONTRACTOR commences any suit or any suit is commenced against
7 CONTRACTOR, under any bankruptcy, insolvency or similar law to liquidate, reorganize or dissolve
8 CONTRACTOR, or which seeks the appointment of a receiver, trustee, custodian or other similar official
9 to attach, execute or such similar process for any substantial part of CONTRACTOR's assets; or
10 CONTRACTOR assigns the proceeds received from this AGREEMENT for the benefit of its creditors, or
11 it has taken advantage of any insolvency statute or debtor/creditor law or if the CONTRACTOR's property
12 or affairs have been put in the hands of a receiver; or any of the foregoing events occur with respect to
13 any Surety, which Surety is not promptly replaced by CONTRACTOR;

14 i. CONTRACTOR fails to obtain the Approval of AUTHORITY where
15 required by this AGREEMENT;

16 j. CONTRACTOR fails to provide adequate assurances as required under
17 paragraph 2. below;

18 k. CONTRACTOR has failed in the representation of any warranties stated
19 herein;

20 l. Any person authorized to act on CONTRACTOR's behalf makes a
21 statement to any person authorized to act on AUTHORITY's behalf, indicating that CONTRACTOR
22 cannot or will not perform any one or more of its obligations under this AGREEMENT;

23 m. CONTRACTOR has a pattern of repeated failures to provide the Work and
24 meet the Scope of Work and Requirements of this AGREEMENT;

25 n. CONTRACTOR fails to remedy Pervasive Defects; or

26 o. The suspension or revocation of any license, permit, or registration

1 necessary for the performance of the CONTRACTOR's obligations under this AGREEMENT.

2 2. When, in the opinion of AUTHORITY, reasonable grounds for uncertainty exist
3 with respect to the CONTRACTOR's ability to perform the Work or any portion thereof, AUTHORITY may
4 request that the CONTRACTOR, within the time frame set forth in AUTHORITY's request, provide
5 adequate assurances to AUTHORITY, in writing, of CONTRACTOR's ability to perform in accordance
6 with the terms of this AGREEMENT. Until AUTHORITY receives such assurances, AUTHORITY may
7 suspend all payments or portions thereof to CONTRACTOR. In the event that CONTRACTOR fails to
8 provide to AUTHORITY the requested assurances within the prescribed time frame, AUTHORITY may:

- 9 a. Treat such failure as an Event of Default;
- 10 b. Resort to any remedy for breach provided herein or at law or equity,
11 including, but not limited to, taking over the performance of the Work or any part thereof either by itself or
12 through others;
- 13 c. Remove all technical documentation deposited with the Escrow Agent
14 pursuant to the Escrow Agreement executed in accordance with Article 25, Intellectual Property, and
15 Article 26, Intellectual Property Escrow, with the purpose of competitively procuring any Equipment or
16 Software or providing any Work based on such documentation; and
- 17 d. Terminate CONTRACTOR's performance hereunder.

18 3. The enumeration in this Article or elsewhere in this AGREEMENT of specific rights
19 or remedies of AUTHORITY shall not be deemed to limit any rights or remedies which AUTHORITY
20 would have in the absence of such enumeration and no exercise by AUTHORITY of any right or remedy
21 shall operate as a waiver of any other of AUTHORITY's rights or remedies not inconsistent therewith or
22 to stop AUTHORITY from exercising such other rights or remedies.

23 B. Notice of Default - Chance to Cure:

24 If, in the determination of AUTHORITY, an Event of Default has occurred, AUTHORITY will
25 notify CONTRACTOR by delivery of a Notice hereinafter referred to as "Default Notice" specifying the
26 default claimed, and advising the CONTRACTOR that such default must be cured as set forth therein

1 or this AGREEMENT may be terminated. Prior to declaring an Event of Default AUTHORITY shall
 2 allow the CONTRACTOR to cure the default to AUTHORITY's reasonable satisfaction within fifteen
 3 (15) Calendar Days, or such shorter time if the default requires it; provided that AUTHORITY is not
 4 required to issue a Default Notice if there is an Event of Default which by nature cannot be cured.
 5 Failure to provide a Default Notice shall not preclude AUTHORITY from exercising other available
 6 remedies short of termination. AUTHORITY may extend the opportunity to cure beyond the fifteen
 7 (15) Calendar Day period if the default is one AUTHORITY agrees requires additional time to cure, so
 8 long as the CONTRACTOR has commenced curing such default and is effectuating a cure with
 9 diligence and continuity during such fifteen (15) Calendar Day period extension thereof which
 10 AUTHORITY prescribes.

11 C. Remedies in the Event of Default:

12 1. If CONTRACTOR does not cure the Event of Default within the time prescribed or
 13 the default is not subject to cure, AUTHORITY may declare an Event of Default, which shall be in writing
 14 and provided to CONTRACTOR, and, as appropriate the Surety. In addition to all other rights and
 15 remedies under this AGREEMENT and/or the bonds, AUTHORITY shall, upon declaration of an Event
 16 of Default, have the right to terminate this AGREEMENT, in whole or in part, pursuant to issuance of a
 17 Notice of Termination for Cause, specifying the effective date thereof and/or perform or cause to be
 18 performed the Work or any portion thereof, which are required of CONTRACTOR. In exercising such
 19 rights, AUTHORITY may immediately take possession of, and CONTRACTOR shall deliver, all applicable
 20 Equipment, Software and data, and facilities that house such items as AUTHORITY may direct.
 21 AUTHORITY shall also have the right to complete the Work with CONTRACTOR's Subcontractors as
 22 AUTHORITY directs and CONTRACTOR shall assign such subcontracts as AUTHORITY directs.
 23 AUTHORITY, as part of its right to complete the Work, may take possession of and use, and
 24 CONTRACTOR shall be required to deliver to AUTHORITY, any or all of the materials, plants, tools,
 25 Equipment, Hardware, supplies, and property of every kind, provided, purchased, maintained, leased,
 26 owned, or rented by CONTRACTOR, including but not limited to all technical specifications, drawings,

1 source code, and object code placed into Escrow. AUTHORITY may make available such escrowed
2 materials to third parties; third party licenses and Software, and/or procure other materials, plant, tools,
3 Equipment, Hardware, and supplies. AUTHORITY may charge CONTRACTOR and the CONTRACTOR
4 shall be liable to AUTHORITY for the expense of said labor, materials, plant, tools, Equipment, Hardware,
5 supplies and property reasonably necessary in performing or completing the Work.

6 2. If AUTHORITY declares an Event of Default, CONTRACTOR shall be liable for
7 those damages provided herein resulting from the default, including but not limited to:

- 8 a. Losses as defined in Article 20, Risk of Loss;
- 9 b. The difference between the actual costs incurred by AUTHORITY in
10 completing the Work and the compensation AUTHORITY would otherwise have paid CONTRACTOR
11 under this AGREEMENT for completing such Work;
- 12 c. Liquidated damages; and
- 13 d. Actual damages.

14 The CONTRACTOR shall remain liable for any other liabilities and claims related to
15 CONTRACTOR's default. All damages and costs may be deducted and paid out of any monies due
16 from AUTHORITY to CONTRACTOR.

17 D. If an Event of Default occurs, CONTRACTOR and any Surety shall be jointly and
18 severally liable to AUTHORITY for all losses and damages incurred by AUTHORITY. Upon the
19 occurrence of an Event of Default and for so long as it occurs, AUTHORITY may withhold all of any
20 portion of further payments to CONTRACTOR until the date that AUTHORITY accepts the Project as
21 complete at which time AUTHORITY will determine if CONTRACTOR is entitled to any further
22 payments. AUTHORITY will deduct, from any moneys due or which become due to CONTRACTOR
23 or its surety, all costs and charges incurred by AUTHORITY, including attorneys, accountants and
24 expert witness fees and costs. If AUTHORITY's losses or damages exceed payments owing
25 CONTRACTOR, then the CONTRACTOR and its Surety shall be liable and pay such amount to
26 AUTHORITY within ten (10) Calendar Days of AUTHORITY's written demand. If CONTRACTOR or

1 its Surety fail to pay such demand within such timeframe, AUTHORITY may collect interest thereon
2 at the lesser of 10% per annum or the maximum rate allowed under State law from the date of the
3 written demand.

4 E. In the event that it is later determined that the AGREEMENT was terminated upon
5 grounds which did not justify a termination for Event of Default, such termination shall be deemed a
6 termination for convenience pursuant to Article 22, Termination for Convenience.

7 F. Performance by Surety: Upon receipt of a demand from AUTHORITY requiring Surety
8 to complete the Work, Surety shall diligently and promptly take charge of the Work and complete this
9 AGREEMENT pursuant to its terms at its own expense, receiving the balance of the funds due
10 CONTRACTOR, minus any permissible deductions under this AGREEMENT. In the event
11 AUTHORITY undertakes to complete the Work with its own forces or by way of contract, all costs
12 incurred by AUTHORITY shall be deducted from the amounts due or may become due to
13 CONTRACTOR. If such expense exceeds the sum payable under this AGREEMENT, then
14 CONTRACTOR and Surety shall be jointly and severally liable for the amount of the excess expense
15 up to the amount of the Performance Bond in existence at the time this AGREEMENT is terminated.

16 **ARTICLE 22. TERMINATION FOR CONVENIENCE**

17 AUTHORITY may terminate this AGREEMENT for its convenience at any time in whole or in part,
18 by giving CONTRACTOR written notice thereof. AUTHORITY shall terminate by delivering to
19 CONTRACTOR a written Notice of Termination for Convenience specifying the extent of termination and
20 its effective date. Upon termination, CONTRACTOR shall discontinue performance of all or that portion
21 of Work, as set forth in such Notice and AUTHORITY shall pay CONTRACTOR its allowable costs
22 incurred to date of that portion terminated. The rights, duties and obligations of the parties shall be
23 construed in accordance with the applicable provisions of CFR Title 48, Chapter 1, Part 49, of the
24 Federal Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to
25 termination for convenience. If AUTHORITY sees fit to terminate this AGREEMENT for convenience,
26 said notice shall be given to CONTRACTOR in accordance with the provisions of the FAR referenced

1 above and Article 11, Notices, herein. Upon receipt of said notification, CONTRACTOR shall immediately
2 proceed with all obligations, regardless of any delay in determining or adjusting any amounts due under
3 this Article, and agrees to comply with all applicable provisions of the FAR pertaining to termination for
4 convenience. Thereafter, CONTRACTOR shall have no further claims against AUTHORITY under this
5 AGREEMENT.

6 **ARTICLE 23. ACCEPTANCE**

7 A. **BOS Acceptance of Implementation Phase:**

8 1. The phases of the Project are set forth in Article 7, Start and Phases of Work.
9 2. AUTHORITY, in its sole discretion, may grant BOS Acceptance of the
10 Implementation Phase if it deems that the Work on the Implementation Phase is substantially complete,
11 and the following conditions have been met:

12 a. CONTRACTOR has passed the On-Site Installation and Commissioning
13 Test, and Go-Live has been Approved in accordance with the Scope of Work and Requirements;

14 b. CONTRACTOR has substantially passed and has been given
15 conditional Approval of the BOS Acceptance test; and

16 c. CONTRACTOR has completed all punch list items and provided proof
17 to AUTHORITY's satisfaction thereof.

18 3. AUTHORITY shall issue a written Notice of BOS Acceptance for the
19 Implementation Phase upon satisfaction of the conditions listed above in items 2a through 2c. The
20 occurrence of BOS Acceptance shall not relieve CONTRACTOR of any of its continuing obligations
21 hereunder.

22 B. **Final Acceptance of Implementation Phase:**

23 Final Acceptance of an Implementation Phase shall be deemed to have occurred when all of the
24 following conditions have been met:

25 1. CONTRACTOR has provided a Final Acceptance letter certification to close out
26 the Implementation Phase. The certification shall include but not be limited to: total costs associated with

1 the Implementation Phase, date of Work completion for that phase and any additional required
2 information contained in items 2 through 8 below:

3 2. Any and all punch list items have been satisfactorily completed and Approved by
4 AUTHORITY and final Approval of the Acceptance Test, has been granted by AUTHORITY;

5 3. Escrowed Software has been delivered to AUTHORITY in accordance with the
6 Escrow Agreement;

7 4. CONTRACTOR has delivered and AUTHORITY has Approved all Deliverables,
8 including As-Built Documentation/Drawings, as defined in the Scope of Work and Requirements;

9 5. An affidavit has been delivered to AUTHORITY signed by the CONTRACTOR,
10 stating all debts and claims of Suppliers and Subcontractors have been paid and/or settled;

11 6. All CONTRACTOR claims for the Implementation Phase are deemed to be
12 resolved by AUTHORITY, and the CONTRACTOR has submitted a statement that no such requests or
13 disputes will be applied for; any and all claims under this AGREEMENT are resolved, and that no such
14 claims will be made;

15 7. All of CONTRACTOR's other obligations, including payment of liquidated
16 damages under the Implementation Phase shall have been satisfied in full or waived in writing by
17 AUTHORITY; and

18 8. AUTHORITY shall have delivered to the CONTRACTOR a Notice of Final
19 Acceptance for the phase.

20 C. Closeout of O&M Phase:

21 Closeout of the O&M Phase shall be deemed to have occurred when all of the following conditions
22 have been met:

23 1. The CONTRACTOR shall have provided a letter certification to close out the O&M
24 Phase. The certification shall include but not be limited to: total costs associated with the phase, date of
25 phase completion and any additional required information contained in items 2 through 10 below:

26 2. Delivery by the CONTRACTOR and Approval by AUTHORITY of all Deliverables,

1 including As-Built Documentation/Drawings, as required in the Scope of Work and Requirements;

2 3. The CONTRACTOR has met all transition and succession requirements pursuant
3 to the Scope of Work and Requirements;

4 4. All licenses and leases subject to transfer or assignment to AUTHORITY have
5 been transferred or assigned;

6 5. Any and all CONTRACTOR action items associated with the phase have been
7 satisfactorily completed and Approved by AUTHORITY;

8 6. An affidavit has been delivered to AUTHORITY signed by CONTRACTOR, stating
9 all debts and claims of Suppliers and Subcontractors have been paid and/or settled;

10 7. All CONTRACTOR claims for the phase are deemed to be resolved by
11 AUTHORITY, and CONTRACTOR has submitted a statement that no such requests or disputes will be
12 applied for; any and all claims under this AGREEMENT are resolved, and that no such claims will be
13 made;

14 8. The CONTRACTOR shall provide AUTHORITY with all required materials,
15 fixtures, furnishings, Equipment and Software; documentation and manuals, either owned by or licensed
16 to AUTHORITY, pursuant to this AGREEMENT. All such materials have been verified by AUTHORITY
17 to be in good working order;

18 9. All of CONTRACTOR's other obligations under the O&M Phase, including
19 liquidated damages, shall have been satisfied in full or waived in writing by AUTHORITY; and

20 10. AUTHORITY shall have delivered to CONTRACTOR a Notice of Closeout for the
21 phase.

22 D. AUTHORITY's beneficial use of the Deliverables during any phase prior to AGREEMENT
23 closeout shall not constitute Acceptance of any Deliverable, nor shall such use give rise to a claim for
24 equitable adjustment.

25 **ARTICLE 24. INSPECTION**

26 A. All Work, Sites, and Facilities shall be subject to inspection and testing by AUTHORITY

1 at all reasonable times. Any inspection, test or Approval is for the sole benefit of AUTHORITY and shall
2 not relieve CONTRACTOR of the responsibility of providing quality control measures to assure that the
3 Work strictly complies with requirements of this AGREEMENT. No inspection or test or Approval by
4 AUTHORITY or its representative shall be construed as constituting or implying Acceptance unless all
5 criteria for Acceptance have been met in accordance with Article 23, Acceptance. Inspection or test or
6 Approval shall not relieve CONTRACTOR of responsibility for damage to or loss of the material prior to
7 Acceptance, nor in any way affect the continuing rights of AUTHORITY after Acceptance of the completed
8 Work.

9 B. CONTRACTOR shall furnish promptly, without additional charge, all facilities, labor,
10 Equipment and material reasonably needed for performing inspection and testing in a safe and
11 convenient manner as may be required by AUTHORITY and as further set forth in the Scope of Work
12 and Requirements. All inspections and tests by AUTHORITY shall be performed in such manner as to
13 not unnecessarily delay the Work. AUTHORITY reserves the right to charge to CONTRACTOR any
14 additional cost of inspection or test when material or workmanship is not ready at the time specified by
15 CONTRACTOR for inspection or test or when re-inspection or retest is necessitated by prior rejection.

16 **ARTICLE 25. INTELLECTUAL PROPERTY**

17 A. Project Intellectual Property:

18 1. CONTRACTOR acknowledges and agrees that all Intellectual Property
19 authored, created, and invented under this AGREEMENT and/or for the purposes of the Project, in
20 any medium, is either owned by AUTHORITY or specially ordered or commissioned by AUTHORITY
21 including works made for hire in accordance with Section 101 of the Copyright Act of the United States
22 ("Project Intellectual Property"), CONTRACTOR hereby irrevocably and exclusively assigns to
23 AUTHORITY, immediately upon creation, authorship, development or invention of the Project
24 Intellectual Property and without any restriction or condition precedent, (i) all rights, title and interest
25 in and to such Intellectual Property and (ii) physical possession and all rights, title and interest in any
26 executable code and all Source Code, programmer notes, and other documentation and other relevant

1 Software (collectively, the "IP Materials"). To perfect or register AUTHORITY Intellectual Property
 2 rights under this Section, CONTRACTOR agrees to execute such further documents and to do such
 3 further acts as may be necessary to perfect, register, or enforce AUTHORITY ownership of such rights,
 4 in whole or in part. If CONTRACTOR fails or refuses to execute any such documents, CONTRACTOR
 5 hereby appoints AUTHORITY as CONTRACTOR's attorney-in-fact (this appointment to be irrevocable
 6 and a power coupled with an interest) to act on CONTRACTOR's behalf and to execute such documents.
 7 AUTHORITY hereby grants to CONTRACTOR a limited, non-exclusive license to use, exploit,
 8 manufacture, distribute, reproduce, adapt and display AUTHORITY Intellectual Property developed and
 9 owned by AUTHORITY independently of this AGREEMENT ("AUTHORITY Intellectual Property") and
 10 Project Intellectual Property, solely in connection with and limited to: (a) incorporation of relevant
 11 Intellectual Property into the Project or Work; (b) performance, provision, furnishing and discharge of the
 12 Work; and (c) licensing to other entities (to the extent required for interoperability). Except as provided in
 13 this Article 25, no Intellectual Property rights of AUTHORITY, including the AUTHORITY's name and
 14 other trademarks, are granted to CONTRACTOR and all other rights are reserved to AUTHORITY. All
 15 rights granted in this Article shall terminate at the expiration of the Term.

16 2. CONTRACTOR shall deliver to AUTHORITY all AUTHORITY Materials,
 17 documents, results and related materials created in the development of Project Intellectual Property as
 18 soon as (i) incorporated into Project, or any Deliverable, Work, service(s), and/or Software, including any
 19 Upgrades or Updates, (ii) required by the AGREEMENT or Scope of Work and Requirements, or (iii)
 20 reasonably practicable, provided that all such IP Materials, shall be delivered to AUTHORITY not later
 21 than the effective termination date of this AGREEMENT, including expiration date of the Term.

22 B. CONTRACTOR Intellectual Property:

23 1. CONTRACTOR hereby grants to AUTHORITY an irrevocable, perpetual, non-
 24 exclusive, transferable (solely to an AUTHORITY assignee or successor in interest), fully paid-up right
 25 and license to use, distribute, reproduce, adapt and display, and prepare derivative works of the
 26 CONTRACTOR Intellectual Property solely for the Project or any Deliverable, Work, service(s), and/or

1 Software, including any Upgrades or Updates. CONTRACTOR Intellectual Property shall mean
2 Intellectual Property authored, created or invented by CONTRACTOR either (a) prior to the Effective Date
3 or (b) independently of the AGREEMENT. The rights granted herein shall survive the termination,
4 expiration or cancellation of this AGREEMENT or any rights related thereto.

5 2. CONTRACTOR shall identify and disclose all CONTRACTOR Intellectual
6 Property required by, incorporated in or integrated into the Project, or any Deliverable, Work,
7 service(s), and/or Software, including any Upgrades or Updates, including (when reasonably available):
8 full and specific information detailing Intellectual Property claimed, date of authorship, creation and/or
9 invention, date of application(s), application number(s) and registering entity(ies), date of registration(s),
10 registration number(s) and registering entity(ies), if any, and owner including person or entity name and
11 address. Subject to the Intellectual Property deposit requirements of Article 27, CONTRACTOR shall not
12 be required to identify or disclose CONTRACTOR Intellectual Property only to the extent that doing so
13 would eliminate or substantially limit the legal protections for such Intellectual Property.

14 C. Third Party Intellectual Property:

15 1. CONTRACTOR shall secure license(s) in the name of AUTHORITY to use,
16 execute, perform, sublicense, distribute, reproduce, adapt, display, and prepare derivative works of Third
17 Party Intellectual Property in connection with or any Deliverable, Work, Service(s), and/or Software,
18 including any Upgrades or Updates, including a representation and warranty that the Third Party
19 Intellectual Property does not infringe the rights, including Intellectual Property rights, of any other
20 person or entity. Third Party Intellectual Property shall mean Intellectual Property owned by any person
21 or entity unrelated to CONTRACTOR which is incorporated into the Project, Work or services.
22 AUTHORITY shall review and Approve, in its sole discretion, any license(s) pursuant to this Article
23 and in no event shall CONTRACTOR incorporate Third-Party Intellectual Property into the Project, or
24 any Deliverable, Work, service(s), and/or Software, including any Upgrades or Updates without first
25 securing such licenses and subject to AUTHORITY's prior review and Approval.

26 2. CONTRACTOR shall identify and disclose to AUTHORITY all Third Party

1 Intellectual Property contained, or included, i) in the Project Intellectual Property, including (when
2 reasonably available): or (ii) in the Project, or any Deliverable, Work, service(s), and/or Software, including
3 any Upgrades or Updates, including (when reasonably available): full and specific information detailing
4 Intellectual Property claimed; date of authorship, creation and/or invention; date of application(s);
5 application number(s) and entity(ies); date of registration(s), registration number(s) and registering
6 entity(ies), if any, and owner, including person or entity name and address.

7 3. CONTRACTOR shall obtain from each owner of the Third Party Intellectual
8 Property prior consent to have the relevant Third Party Intellectual Property deposited into an Escrow in
9 accordance with Article 26, Intellectual Property Escrows, or, to the extent the owner of the relevant Third
10 Party Intellectual Property has not provided such consent, obtain AUTHORITY's prior written Approval
11 for a waiver of this requirement.

12 4. CONTRACTOR shall not incorporate Third Party Intellectual Property into the
13 Project without first obtaining (a) the licenses described in Article 25.C.1 and (b) consent for the delivery
14 or deposit of IP Materials from each owner of the Third-Party Intellectual Property, or unless such
15 requirement is waived by AUTHORITY in accordance with Article 25.C.3. The rights granted in Article
16 25.C.1 shall survive the termination, expiration or cancellation of this AGREEMENT or any rights related
17 thereto.

18 D. Delivery of IP Materials: CONTRACTOR shall deliver CONTRACTOR and Third-Party IP
19 Materials into Escrow in accordance with Article 26, Intellectual Property Escrow and Article 27, Escrow
20 Agreement Dates.

21 E. Payments Inclusive: CONTRACTOR acknowledges and agrees that the payments
22 provided for in Article 8 include all royalties, fees, costs and expenses arising from or related to the Project
23 Intellectual Property, including without limitation any fees pursuant to Articles 25, 26, and 27.
24 CONTRACTOR acknowledges that AUTHORITY is a public agency subject to state laws, including the
25 California Public Records Act (California Government Code §6250, et seq.) (the "Public Records Act").
26 Notwithstanding any designation or communication by CONTRACTOR that any CONTRACTOR

1 information or materials provided under this AGREEMENT may be confidential or proprietary,
2 CONTRACTOR consents in advance to AUTHORITY's disclosure of the same if AUTHORITY
3 determines that it is required by law to disclose. Such disclosure shall not constitute a breach of this
4 AGREEMENT. AUTHORITY will provide reasonable notice to CONTRACTOR of any request for
5 disclosure of information or materials identified by CONTRACTOR as "confidential", "trade secret" or
6 "proprietary" or otherwise considered confidential under this AGREEMENT. If CONTRACTOR wishes to
7 oppose any such disclosure, CONTRACTOR shall assume the opposition to such disclosure(s) or shall
8 indemnify AUTHORITY for all costs incurred (including attorneys' fees and court costs) in connection with
9 any opposition to such disclosure.

10 **ARTICLE 26. INTELLECTUAL PROPERTY ESCROW**

11 A. CONTRACTOR acknowledges that AUTHORITY must be ensured access to
12 CONTRACTOR and Third-Party IP Materials at any time and must be assured that such IP Materials are
13 delivered to Escrow pursuant to Article 26 and Articles 27.

14 B. CONTRACTOR or an owner of Third-Party Intellectual Property shall deposit the IP
15 Materials with an Escrow Agent. AUTHORITY and CONTRACTOR shall: (a) mutually select an escrow
16 company ("Escrow Agent") engaged in the business of receiving and maintaining escrows of software
17 source code and/or other intellectual property; (b) establish an Escrow (with the Escrow Agent on terms
18 and conditions substantially similar terms and conditions to the Form of Intellectual Property Escrow
19 AGREEMENT, Form H, for the deposit, retention, upkeep, authentication, confirmation and release of IP
20 Materials to AUTHORITY pursuant to this AGREEMENT; (c) adhere to the deposit dates set forth in
21 Article 27 and (c) determine a process for releasing from Escrow the IP Materials to be delivered to
22 AUTHORITY pursuant to this AGREEMENT. Intellectual Property Escrows also may include Affiliates
23 as parties and may include deposit of their Intellectual Property.

24 C. CONTRACTOR shall be responsible for the fees and costs of establishing and
25 maintaining the Escrow Agent for the Term. AUTHORITY shall be responsible for all costs arising in
26 connection with the maintenance of the Escrow referred to in this Article beyond the Term.

1 D. The Escrow shall survive expiration or earlier termination of this AGREEMENT regardless
2 of the reason.

3 E. The IP Materials shall be released and delivered to AUTHORITY in any of the following
4 circumstances:

- 5 1. This AGREEMENT is terminated for any reason including expiration of the Term;
- 6 2. A voluntary or involuntary bankruptcy or insolvency of CONTRACTOR occurs;
- 7 3. CONTRACTOR is dissolved or liquidated; and
- 8 4. CONTRACTOR or any third party, pursuant to a license under Article 25.C.2, (a)
9 fails or ceases to provide services as necessary to permit continued use of any such Intellectual Property
10 or (b) otherwise ceases to engage in the ordinary course of the business of manufacturing, supplying,
11 maintaining and servicing the software, product, part or other item containing the IP Materials pursuant
12 to a license or any sublicense thereof.

13 F. Any CONTRACTOR Intellectual Property released and delivered to AUTHORITY under
14 the terms of this AGREEMENT shall be deemed confidential and not disclosed or distributed to any third
15 party without a non-disclosure agreement to ensure such confidentiality. Without limiting the license
16 grants provided in this Article and subject to the confidentiality obligations of this section, any and all rights
17 to CONTRACTOR Intellectual Property granted to AUTHORITY pursuant to paragraph B of Article 25
18 shall include the right to sublicense and disclose such CONTRACTOR Intellectual Property to Authority
19 employee, agent, representative, vendor, assignee or affiliate in its sole discretion.

20 **ARTICLE 27. ESCROW AGREEMENT**

21 A. Within forty-five (45) Calendar Days from the Effective Date, AUTHORITY, an Escrow
22 Agent, and CONTRACTOR shall enter into an Escrow AGREEMENT substantially as set forth in Article
23 26.

24 B. AUTHORITY may at its sole discretion require an initial deposit of the complete
25 CONTRACTOR IP Materials within sixty (60) Calendar Days of AGREEMENT Effective Date.

26 C. Additional deposits shall be made to the Escrow within ten (10) Calendar Days of Go-Live

1 and within ten (10) Calendar Days of BOS Acceptance.

2 D. In the event CONTRACTOR updates, revises or supplements any of the IP Materials
3 deposited or revises, supplements or creates additional information, CONTRACTOR shall deposit a
4 complete set of such revised, supplemented, or additional information with the Escrow Agent as soon as
5 reasonably practicable, but in no event more than thirty (30) Calendar Days of such revision, supplement
6 or addition and shall indicate with each deposit what information and which documents and pages have
7 been revised, supplemented or added since the last deposit.

8 E. CONTRACTOR shall make deposits of the complete set of IP Materials current at the time
9 of deposit, at a minimum of semi-annually if no deposits provided for in paragraph D have occurred within
10 the relevant preceding six-month period.

11 **ARTICLE 28. WARRANTIES**

12 A. CONTRACTOR warrants the following:

13 1. All guarantees and warranties made herein are fully enforceable by AUTHORITY
14 acting in its own name.

15 2. The Equipment, Hardware, and Software CONTRACTOR installs and places into
16 operation will not result in any damage to existing facilities, walls or other parts of adjacent, abutting or
17 overhead buildings, railroads, bridges, roadway, structures, surfaces, or cause any physical or mental
18 injury to any person.

19 3. All provided Hardware and Equipment is new unless otherwise specifically
20 Approved by AUTHORITY.

21 B. **BOS Warranty:**

22 The CONTRACTOR shall provide a full BOS warranty on all System Equipment, Hardware, and
23 Software beginning from the date of Readiness for Go-Live through the end of the O&M Phase hereinafter
24 referred to as "BOS Warranty Period", warranting that the full System shall be as set forth in the Scope
25 of Work and Requirements. During the BOS Warranty Period, AUTHORITY shall not be charged for any
26 Maintenance or Software Support Services performed on the BOS, other than Maintenance payments

1 identified in the Price Proposal. In the period after installation and prior to the commencement of the O&M
2 Phase, all Maintenance and Software Support Services shall also be at CONTRACTOR's sole expense.
3 Further, at all times during the Term, CONTRACTOR shall promptly repair or replace, at its own cost or
4 expense, including, the cost of removal, installation and transportation, any unit of Equipment, Hardware,
5 or Software, or part or component thereof, which proves defective or otherwise fails to comply with Exhibit
6 B, Scope of Work and Requirements, such that it complies with the Scope of Work and Requirements.
7 All fees associated with restocking cancelled or returned orders shall be the responsibility of
8 CONTRACTOR.

9 C. Software Warranties:

10 CONTRACTOR warrants that the Software needed to operate the BOS shall be as set forth in
11 the Scope of Work and Requirements, and that commencing upon Go-Live, and for the Term, the
12 Software and each module or component and function thereof shall:

13 1. Be free from defects in materials and workmanship under normal use;
14 2. Remain in good working order, be free from viruses; trap doors; disabling devices;
15 Trojan horses; disabling codes; back doors; time bombs; drop-dead devices; worms, and any other type
16 of malicious or damaging code or other technology or means which has the ability to interfere with the
17 use of the BOS by AUTHORITY or its designees, or permit access to AUTHORITY's computing systems
18 without its knowledge or contrary to its system connectivity policies or procedures;

19 3. Not interfere with toll collection;
20 4. Operate and function fully, properly and in conformity with the warranties in this
21 AGREEMENT;

22 5. Operate fully and correctly in the operating environment identified in the Scope of
23 Work and Requirements, including by means of the full and correct performance of the Software, and all
24 Updates, Enhancements, or new releases of the Software, on or in connection with the Equipment, any
25 Updates, Enhancements, or new releases to such Equipment, and any other Software used by or in
26 connection with any such Equipment;

1 6. Be fully compatible and Interface completely and effectively with the Equipment,
2 including other Software programs provided to AUTHORITY hereunder, such that the Software and other
3 Equipment combined will perform and continuously attain the standards identified in the Scope of Work
4 and Requirements; and

5 7. Accurately direct the Operation of the BOS, as required by the Scope of Work and
6 Requirements, and the descriptions, specifications and documentation set forth therein and herein.

7 D. Software Maintenance Services:

8 During the Term, CONTRACTOR shall, at its own cost and expense, provide Maintenance and
9 Software Support Services to keep the Software in good working order and free from defects such that
10 the BOS shall perform in accordance with this AGREEMENT, including Scope of Work and
11 Requirements.

12 1. The CONTRACTOR shall provide technical support and shall, at its own cost and
13 expense, timely remedy any failure, malfunction, defect or non-conformity in Software, in accordance with
14 Scope of Work and Requirements.

15 2. CONTRACTOR shall provide AUTHORITY the most current release of all
16 Software available on the date of delivery of the BOS Software to maintain optimum performance
17 pursuant to this AGREEMENT.

18 3. CONTRACTOR shall promptly provide Notice to AUTHORITY in writing of any
19 defects or malfunctions in the Software, regardless of the source of information. CONTRACTOR shall
20 promptly correct all defects or malfunctions in the Software or documentation discovered and shall
21 promptly provide AUTHORITY with corrected copies of same, without additional charge. If Software can
22 only be corrected in conjunction with additional or revised Hardware, CONTRACTOR shall provide such
23 Hardware to AUTHORITY, and the cost of such Hardware shall be borne by CONTRACTOR, and not be
24 reimbursable by AUTHORITY.

25 a. No Updates, Upgrades, or Enhancements shall adversely affect the
26 performance of the BOS, in whole or in part, or result in any failure to meet any Requirements of the

1 Scope of Work and Requirements.

2 b. The CONTRACTOR shall ensure continued satisfactory performance by
3 the current operating system of the Software in accordance with all provisions of this Article.

4 c. In the event that the Software does not satisfy the conditions of
5 performance set forth in the Scope of Work and Requirements, the CONTRACTOR is obligated to
6 promptly repair or replace such Software at the CONTRACTOR's sole cost and expense or, if expressly
7 agreed to in writing by AUTHORITY, provide different Software, and perform Work required to attain the
8 performance Requirements set forth in the Scope of Work and Requirements.

9 d. In the event of any defect in the media upon which any tangible portions
10 of the Software are provided, the CONTRACTOR shall provide AUTHORITY with a new copy of the
11 Software.

12 e. Without releasing the CONTRACTOR from its obligations for warranty
13 (during an applicable warranty period), support or Maintenance of the Software, AUTHORITY shall have
14 the right to use and maintain versions of the Software provided by the CONTRACTOR which are one or
15 more levels behind the most current version of such Software and to refuse to install any Updates or
16 Enhancements if, in AUTHORITY's discretion, installation of such Updates or Enhancements would
17 interfere with its Operations. CONTRACTOR shall not, however, be responsible or liable for the effect of
18 any error or defect in the version of the Software then in use by AUTHORITY that occurs after the
19 CONTRACTOR has both (i) offered, by written Notice to AUTHORITY, a suitable correction (by way of
20 Update, Upgrade, Enhancement, or otherwise) of such error or defect and (ii) provided AUTHORITY a
21 reasonable opportunity to implement such existing correction, provided that the CONTRACTOR
22 establishes that neither the implementation nor the use of such correction would limit, interfere with,
23 adversely affect, or materially alter the interoperability, functionality or quality of the BOS.

24 E. Third-Party Warranties

25 CONTRACTOR shall assign to AUTHORITY, and AUTHORITY shall have the benefit of, any and
26 all Subcontractors' and Suppliers' warranties and representations with respect to the BOS and Work

1 provided hereunder. The CONTRACTOR's agreements with Subcontractors, Suppliers and any other
2 third parties shall require that such parties (a) consent to the assignment of such warranties and
3 representations to AUTHORITY, (b) agree to the enforcement of such warranties and representations by
4 AUTHORITY in its own name, and (c) furnish to AUTHORITY, the warranties set forth herein. The
5 CONTRACTOR shall obtain Maintenance agreements for third-party Software. CONTRACTOR shall
6 secure such Maintenance agreements for the same duration and upon the same terms and conditions
7 as the Maintenance provisions between the CONTRACTOR and AUTHORITY. At AUTHORITY's
8 request, CONTRACTOR shall provide supporting documentation which confirms that these warranties
9 are enforceable in AUTHORITY's name.

10 F. Data Accuracy

11 The CONTRACTOR acknowledges and understands that the data and/or information it collects,
12 processes and/or provides to AUTHORITY will be relied upon by AUTHORITY and other persons or
13 entities that are now or will in the future be under AGREEMENT with AUTHORITY in accordance with
14 the Scope of Work and Requirements. Should CONTRACTOR become aware that information derived
15 and provided by CONTRACTOR is inaccurate and may cause AUTHORITY to incur damages or
16 additional expenses, the CONTRACTOR shall immediately place any applicable insurance carrier on
17 Notice of a potential claim. This provision shall survive termination of this AGREEMENT, and the
18 CONTRACTOR agrees to waive any applicable limitation periods consistent with enforcement of this
19 provision.

20 G. Neither Final Acceptance of the Implementation Phase of the BOS and Work or payment
21 therefor, nor any provision in this AGREEMENT, nor partial or entire use of the BOS and Work by
22 AUTHORITY shall constitute Approval of Work not performed in accordance with this AGREEMENT or
23 relieve the CONTRACTOR of liability for any express or implied warranties or responsibility for faulty
24 materials or workmanship.

25 H. The obligations set forth in this Article shall be in addition to any other warranty obligations
26 set forth in this AGREEMENT. All provisions of this Article, referring or relating to obligations to be

1 performed pursuant to an applicable warranty period that extends beyond the Term, shall survive the
2 expiration, cancellation or earlier termination of this AGREEMENT.

3 **ARTICLE 29. ADDITIONAL CONTRACTOR WARRANTIES**

4 A. CONTRACTOR warrants that it is fully experienced and properly qualified, licensed,
5 equipped, organized and financed to perform all the Work.

6 B. CONTRACTOR warrants that all Work will be provided in accordance with this
7 AGREEMENT.

8 C. CONTRACTOR warrants that (1) all Work performed and all Equipment, Software,
9 Hardware and other material provided under this AGREEMENT by CONTRACTOR or any of its
10 Subcontractors or Suppliers conforms to the requirements herein and is free of any defects; and (2)
11 Equipment, Software, and Hardware furnished by CONTRACTOR or any of its Subcontractors or
12 Suppliers at any tier, shall be of modern design, in good working condition, and fit for use of its intended
13 purpose. For any Equipment, Software, or Hardware purchased within twelve (12) months of the end of
14 the Term, such warranty shall continue for a period of one (1) year from the end of the Term or for the
15 manufacturer's standard warranty, whichever is longer.

16 **ARTICLE 30. DEFECTS/FAILURE**

17 A. Upon discovery of any defect or failure in the Software, Equipment or Hardware,
18 CONTRACTOR shall promptly provide AUTHORITY Notice thereof and repair or replace same at its sole
19 cost and expense. If expressly agreed to in writing by AUTHORITY, CONTRACTOR may provide
20 different Software, Equipment or Hardware. In the event of any defect in the media upon which any
21 tangible portions of the Software are provided, the CONTRACTOR shall provide AUTHORITY with a new
22 copy of the Software. In addition, CONTRACTOR shall remedy at its own expense any damage to
23 AUTHORITY owned or controlled real or personal property, when that damage arises out of such defects.

24 B. In the event AUTHORITY determines there is a defect or failure in the Software,
25 Equipment or Hardware or damage to AUTHORITY property, AUTHORITY shall notify CONTRACTOR
26 in writing within a reasonable time after the discovery of same. CONTRACTOR has seven (7) Calendar

1 Days from receipt of Notice from AUTHORITY to respond and indicate how CONTRACTOR will remedy
2 the failure, defect, or damage. If AUTHORITY is not satisfied with CONTRACTOR'S proposed remedy,
3 CONTRACTOR and AUTHORITY shall, within three (3) Business Days, meet and mutually agree when
4 and how CONTRACTOR shall remedy such violation. In the case of an emergency requiring immediate
5 corrective action, CONTRACTOR shall implement such action necessary to remedy the defect, failure or
6 damage as required by AUTHORITY.

7 C. Should CONTRACTOR fail to remedy any failure, defect or damage within a reasonable
8 time to the reasonable satisfaction of AUTHORITY, AUTHORITY shall have the right with its own forces
9 or other contractors, to replace, repair or otherwise remedy such failure, defect or damage at
10 CONTRACTOR's expense. In addition, CONTRACTOR shall be liable for all damages arising out its
11 failure to promptly remedy the defect, failure or damage.

12 D. CONTRACTOR agrees to promptly remedy, at no cost to AUTHORITY, any defects
13 determined by AUTHORITY to be Pervasive, such that if AUTHORITY determines that any Equipment,
14 Hardware, component, sub-component or Software is experiencing continued or repetitive failure that
15 requires constant replacement or repair, CONTRACTOR agrees that a "Pervasive Defect" shall be
16 deemed to be present in such affected types of Equipment, Hardware, or Software. CONTRACTOR shall
17 perform an investigation of the issues and prepare a report that includes a reason for the failure and its
18 plan for resolution. This report and a resolution plan shall be produced by CONTRACTOR and submitted
19 to AUTHORITY within seven (7) Calendar Days of notification by AUTHORITY of the Pervasive Defect.
20 The report and plan shall include the investigation results, remediation steps performed to-date, and a
21 plan and schedule to complete the Pervasive Defect resolution. Such resolution shall be in a manner
22 satisfactory to AUTHORITY and that permanently addresses the problem and corrects the defect so that
23 such defect does not continue to occur. The status shall be updated and briefed in weekly meetings until
24 resolution is complete. Notwithstanding the foregoing, AUTHORITY does not waive any of their other
25 rights enumerated in paragraphs A through C of this article.

26 E. The obligations set forth in this Article shall be in addition to any warranty obligations set

1 forth in this AGREEMENT. The provisions of this Article shall survive the expiration or earlier termination
2 of this AGREEMENT.

3 F. All Subcontractors, manufacturers, and Suppliers' warranties, expressed or implied,
4 respecting any Work, Equipment, Software or Hardware furnished hereunder, shall, at the direction of
5 AUTHORITY, be enforced by CONTRACTOR for the benefit of AUTHORITY.

6 G. If directed by AUTHORITY, CONTRACTOR shall require any such warranties to be
7 executed in writing to AUTHORITY.

8 H. The obligations and remedies specified in this Article shall not limit AUTHORITY's rights
9 and remedies provided elsewhere in this AGREEMENT.

10 **ARTICLE 31. COORDINATION WITH OTHER CONTRACTORS**

11 A. During the course of this AGREEMENT, AUTHORITY may undertake or award other
12 agreements for additional work, including but not limited to separate agreements with different contractors
13 related to the Scope of Work and Requirements, including the Electronic Tolling and Traffic Management
14 (ETTM) System CONTRACTOR, the Design-Build Contractor for the 405 Improvement Project, and the
15 Roadway Service Contractor for the I-405. It is critical that close coordination with interfacing contractors
16 occurs throughout the Term. CONTRACTOR shall fully cooperate with AUTHORITY and the parties to
17 all other contracts and carefully integrate and schedule its own Work with said contractors.

18 B. CONTRACTOR shall be required to perform Work in the AUTHORITY's CSC Facility(ies).
19 CONTRACTOR shall be subject to and shall comply with the terms of any associated leases and shall
20 coordinate with the landlord in all aspects of its occupancy and operations at the Facility(ies).

21 C. Should problems in coordination with other contractor(s) occur the CONTRACTOR
22 shall make AUTHORITY aware of these problems immediately and shall take steps to address
23 the problems and mitigate any delays or additional costs.

24 D. CONTRACTOR shall cooperate with such other contractors or forces performing
25 construction or work of any other nature within or adjacent to the Sites specified in order to avoid
26 any delay or hindrance to such other contractors or forces. AUTHORITY reserves the right to

1 perform other or additional work at or near the Site (including material sources) at any time, by
2 the use of other forces.

3 E. CONTRACTOR shall be responsible to other contractor(s) for all damage to work,
4 to persons or property caused by CONTRACTOR, its Subcontractor(s), or its Suppliers, and
5 losses caused by unnecessary delays or failure to finish the Work within the time specified for
6 completion. Any damage to Work, persons or property of CONTRACTOR by other contractors
7 shall be the responsibility of other contractor(s) and CONTRACTOR shall have no claim against
8 AUTHORITY or Caltrans.

9 F. CONTRACTOR's responsibility for design. Upon Approval of the design, including
10 Project infrastructure, construction, or installation design, CONTRACTOR shall assume
11 responsibility for the design to the extent that if the Work is installed as designed and the BOS or
12 CSC does not meet the Performance Measurements of this AGREEMENT, the CONTRACTOR
13 shall be responsible for the costs of redesign, civil rework, and additional Equipment costs and
14 any other costs associated with the sub-standard performance.

15 **ARTICLE 32. INSPECTION OF SITE**

16 CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions
17 affecting the Work including, but not restricted to, building locations, Facilities, conditions, size, layout,
18 parking, transportation, disposal, availability of labor, roads, and other similar physical conditions at the
19 Sites, and the character of Equipment and Facilities needed preliminary to and during prosecution of the
20 Work Any failure by CONTRACTOR to acquaint itself with the available information will not relieve it
21 from responsibility for the difficulty or cost of successfully performing the Work. AUTHORITY assumes
22 no responsibility for any conclusions or interpretations made by CONTRACTOR on the basis of the
23 information made available by AUTHORITY.

24 **ARTICLE 33. REQUIREMENTS FOR REGISTRATION OF DESIGNERS**

25 All design and engineering Work furnished by CONTRACTOR shall be performed by or under the
26 supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in the

1 State of California, by personnel who are careful, skilled, experienced and competent in their respective
2 trades or professions, who are professionally qualified to perform the work in accordance with the contract
3 documents and who shall assume professional responsibility for the accuracy and completeness of the
4 design documents and construction documents prepared or checked by them.

5 **ARTICLE 34. SEISMIC SAFETY REQUIREMENTS**

6 CONTRACTOR agrees to ensure that all Work performed under this AGREEMENT including
7 work performed by a Subcontractor is in compliance with the standards required by the Seismic Safety
8 Regulations.

9 **ARTICLE 35. ASSIGNMENTS AND SUBCONTRACTS**

10 A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual
11 relation between AUTHORITY and any Subcontractor(s), and no subcontract shall relieve
12 CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be
13 as fully responsible to AUTHORITY for the acts and omissions of its Subcontractor(s) and of
14 persons either directly or indirectly employed by any of them as it is for the acts and omissions of
15 persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its
16 Subcontractor(s) is an independent obligation from AUTHORITY's obligation to make payments
17 to the CONTRACTOR.

18 B. Neither this AGREEMENT nor any interest herein nor claim hereunder may be
19 assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of
20 this AGREEMENT be subcontracted by CONTRACTOR, without the prior written consent of
21 AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve CONTRACTOR of its
22 obligations to comply fully with all terms and conditions of this AGREEMENT.

23 C. The CONTRACTOR shall perform the Work contemplated with resources available
24 within its own organization; and no portion of the Work pertinent to this AGREEMENT shall be
25 subcontracted without written authorization by AUTHORITY's Contract Administrator, except that,
26 which is expressly identified in the Approved Cost Proposal.

1 D. CONTRACTOR shall pay its Subcontractors within seven (7) calendar days from
2 receipt of each payment made to CONTRACTOR by AUTHORITY.

3 E. All subcontracts in excess of \$25,000 entered into as a result of this AGREEMENT
4 shall contain all of the provisions stipulated in this AGREEMENT to be applicable to
5 Subcontractors.

6 F. Any substitution or addition of Subcontractor(s) must be Approved in writing by the
7 AUTHORITY's Contract Administrator, prior to the start of work by the Subcontractor(s).

8 G. AUTHORITY hereby consents to CONTRACTOR's subcontracting portions of the Scope
9 of Work and Requirements to the parties identified below with their subcontract amounts described below.
10 CONTRACTOR shall include in the subcontract agreement the stipulation that CONTRACTOR, not
11 AUTHORITY, is solely responsible for payment to the Subcontractor for the amounts owing, and that the
12 Subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors,
13 employees or sureties for nonpayment by CONTRACTOR.

Subcontractor Name/Addresses	Subcontractor Function

14
15
16
17
18
19 H. CONTRACTOR shall engage the Collection Agency(ies) and Merchant Services
20 Providers identified above as Subcontractors. The subcontracts between CONTRACTOR and such
21 Collection Agency(ies) and Merchant Service Provider(s) shall name the AUTHORITY as an intended
22 third-party beneficiary or alternatively as a party to the subcontract, as determined by AUTHORITY, and
23 shall incorporate requirements for Collection Agency(ies) and Merchant Services Provider(s) set forth in
24 the Scope of Work and Requirements. Notwithstanding paragraph G of this Article, payment to the
25 Collections Agency(ies) and Merchant Services Provider(s) shall be as set forth in the subcontracts for
26 this Work.

I. AUTHORITY shall have the right to Approve all of the terms and conditions of the

1 Collection Agency(ies) and the Merchant Service Provider(s) agreements prior to execution.

2 **ARTICLE 36. TRANSITION AND SUCCESSION**

3 A. CONTRACTOR acknowledges that the Work and Scope of Work and Requirements are
4 vital to AUTHORITY and must be continued without interruption. Upon termination of the AGREEMENT,
5 a successor(s) (AUTHORITY or a new contractor(s)) may be responsible for providing this Work. The
6 CONTRACTOR agrees to exercise its best efforts and cooperation to affect an orderly and efficient
7 transition to a successor(s).

8 B. Upon expiration of the Term or termination of the AGREEMENT, whether for cause or
9 convenience, CONTRACTOR shall have accomplished a complete transition of the Work being
10 terminated from CONTRACTOR and any Subcontractors to the successor(s) without any interruption of
11 or adverse impact on the Work or any other services provided by third parties (the "Disentanglement").
12 CONTRACTOR shall cooperate with AUTHORITY and any successor(s) and otherwise promptly take all
13 steps required to assist AUTHORITY in effecting a complete Disentanglement. CONTRACTOR shall
14 provide all information regarding the Work or as otherwise needed for Disentanglement, including data
15 conversion, files, interface specifications, training staff assuming responsibility, and related professional
16 services, to the successor(s), all included as a part of its Price Proposal. CONTRACTOR shall provide
17 for the prompt and orderly conclusion of all Work, as AUTHORITY may direct, including completion or
18 partial completion of projects, documentation of Work in process, and other measures to assure an
19 orderly transition to the successor(s). All Work related to Disentanglement as may reasonably be
20 requested by AUTHORITY shall be deemed a part of the base Work and shall be performed by
21 CONTRACTOR at no additional cost to AUTHORITY. CONTRACTOR's obligation to provide the Work
22 shall not cease until Disentanglement is satisfactory to AUTHORITY, including the performance by
23 CONTRACTOR of all asset-transfers and other obligations of CONTRACTOR provided in this section,
24 has been completed.

25 C. The Disentanglement process shall begin on any of the following dates: (i) the date prior
26 to end of AGREEMENT, which AUTHORITY has provided in its Notice that CONTRACTOR should

1 commence Disentanglement (ii) the date, prior to the end of any initial or extended term when
2 AUTHORITY provides Notice to CONTRACTOR that AUTHORITY elected not to extend pursuant to the
3 AGREEMENT, or (iii) the date at which any Termination Notice is delivered, if AUTHORITY elects to
4 terminate any or all of the Work pursuant to this AGREEMENT.

5 D. CONTRACTOR and AUTHORITY shall discuss in good faith a plan for executing
6 CONTRACTOR's Disentanglement obligations and for the transfer of Work in accordance with the Scope
7 of Work and Requirements, however, CONTRACTOR's obligation under this AGREEMENT to provide
8 all Work necessary for Disentanglement shall not be lessened in any respect. CONTRACTOR shall
9 develop with the new provider and/ or AUTHORITY staff, an End of Agreement Transition Plan as set
10 forth in the Scope of Work and Requirements describing the nature and extent of transition Work required.
11 An updated End of Agreement Transition Plan and dates for transferring responsibilities for each division
12 of Work shall be submitted within thirty (30) Calendar Days of Notice provided under Paragraph C of this
13 Article. Upon completion of AUTHORITY review, all parties will meet and resolve any additional
14 requirements/differences. CONTRACTOR shall be required to perform its Disentanglement obligations
15 on an expedited basis, as determined by AUTHORITY, if AUTHORITY terminates the AGREEMENT for
16 cause.

17 E. Specific Obligations

18 The Disentanglement shall include the performance of the following specific obligations:

19 1. Third-Party Authorizations:

20 Without limiting the obligations of CONTRACTOR pursuant to any other clause herein,
21 CONTRACTOR shall, subject to the terms of any third-party contracts and licenses provided by
22 CONTRACTOR, procure at no charge to AUTHORITY any third-party authorizations necessary to grant
23 AUTHORITY the use and benefit of any third-party contracts and licenses between CONTRACTOR and
24 third-party contractors used to provide the Work, pending their assignment to AUTHORITY.

25 2. Transfer of Assets:

26 CONTRACTOR shall convey to AUTHORITY all AUTHORITY assets in

1 CONTRACTOR's possession and other CONTRACTOR Project assets as AUTHORITY may select, or
2 dispose of such assets in accordance with the Article 42, Disposition of BOS as a Service.

3 3. Transfer of Leases, Licenses, and Contracts:

4 CONTRACTOR, at its expense, shall convey or assign to AUTHORITY such leases,
5 licenses, and other contracts used by CONTRACTOR, AUTHORITY, or any other person in connection
6 with the Work, as AUTHORITY may select. CONTRACTOR's obligation described herein, shall include
7 CONTRACTOR's performance of all obligations under such leases, licenses, and other contracts to be
8 performed by it with respect to periods prior to the date of conveyance or assignment and CONTRACTOR
9 shall reimburse AUTHORITY for any losses resulting from any claim that CONTRACTOR did not perform
10 any such obligations. CONTRACTOR shall also obtain for AUTHORITY the right, upon Disentanglement,
11 to obtain maintenance (including all Enhancements and Upgrades) and support with respect to the assets
12 that are the subject of such leases and licenses at the price at which, and for so long as, such
13 maintenance and support is made commercially available to other customers of such third parties whose
14 consent is being procured hereunder. CONTRACTOR shall transfer intellectual property in accordance
15 with Articles 25, 26, and 27.

16 4. Delivery of Documentation:

17 CONTRACTOR shall deliver to AUTHORITY all documentation and data related to
18 AUTHORITY, including AUTHORITY data held by CONTRACTOR. CONTRACTOR shall retain all data
19 necessary to comply with the requirements for record retention and audit established in this
20 AGREEMENT.

21 5. Hiring of CONTRACTOR Employees:

22 CONTRACTOR shall cooperate with (and shall cause its Subcontractors to cooperate
23 with) AUTHORITY in offering employment, at the sole discretion of AUTHORITY, to any or all skilled or
24 specially trained CONTRACTOR employees (and to any or all employees of CONTRACTOR's
25 Subcontractors) that are substantially involved in the provision of Work whether such offers are made at
26 the time of, after, or in anticipation of expiration or termination of the AGREEMENT Term.

1 6. Maintenance of Assets:

2 CONTRACTOR shall maintain all Hardware, Software, Systems, networks, technologies,
3 and other assets utilized in providing Work to AUTHORITY (including leased and licensed assets) in good
4 condition and in such locations and configurations as to be readily identifiable and transferable to
5 AUTHORITY or its designees in accordance with the provisions of this AGREEMENT; additionally,
6 CONTRACTOR shall insure such assets in accordance with this AGREEMENT.

7 7. Continued Provision of Staffing:

8 CONTRACTOR shall provide sufficient experienced personnel in each division of Work
9 during the entire transition period to ensure that the Work is maintained at the level of proficiency required
10 by the AGREEMENT.

11 F. CONTRACTOR shall remain obligated to provide Work at AUTHORITY's request for up
12 to twelve (12) months after completion and Approval of the Disentanglement Work enumerated above,
13 and AUTHORITY shall pay for this Work at the rates set forth in the AGREEMENT for additional services.
14 This paragraph F expressly survives the Term.

15 **ARTICLE 37. CONFLICT OF INTEREST**

16 A. CONTRACTOR agrees to avoid organizational conflicts of interest. An organizational
17 conflict of interest means that due to other activities, relationships or contracts, CONTRACTOR is unable,
18 or potentially unable to render impartial assistance or advice to AUTHORITY; CONTRACTOR's
19 objectivity in performing the Work identified in the Scope of Work and Requirements is or might be
20 otherwise impaired; or CONTRACTOR has an unfair competitive advantage or is engaging in activities
21 that AUTHORITY considers adverse to the 405 Express Lanes. CONTRACTOR is obligated to fully
22 disclose to AUTHORITY in writing Conflict of Interest issues as soon as they are known to
23 CONTRACTOR. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice
24 provision herein. This disclosure requirement is for the entire Term of this AGREEMENT.

25 B. CONTRACTOR shall disclose any financial interests it may have in the 405 Express
26 Lanes and any other financial, business, or other relationship with AUTHORITY that may have an impact

1 upon this AGREEMENT, or any ensuing AUTHORITY planned or current project. CONTRACTOR shall
2 also list current clients who may have a financial interest in the outcome of this AGREEMENT, or any
3 ensuing AUTHORITY planned or current project, which will follow.

4 C. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial
5 or business interest that would conflict with the performance of Work under this AGREEMENT.

6 **ARTICLE 38. PROHIBITION**

7 A. The firm, including all Subcontractors (at any tier), regardless of the level of service
8 provided by said Subcontractor(s), awarded the program management services contract for the Highway
9 Delivery Department, may not perform Work under this AGREEMENT.

10 B. The firm, including all Subcontractors (at any tier), regardless of the level of service
11 provided by said Subcontractor(s), awarded the program management consultant contract for the I-405
12 Improvement Project, may not perform Work under this AGREEMENT.

13 C. The evaluation of team composition with regards to conflicts of interest will be done on a
14 case-by-case basis.

15 **ARTICLE 39. CODE OF CONDUCT**

16 CONTRACTOR agrees to comply with AUTHORITY's Code of Conduct as it relates to third-
17 party contracts, which is hereby referenced and by this reference is incorporated herein.
18 CONTRACTOR agrees to include these requirements in all of its subcontracts.

19 **ARTICLE 40. HEALTH AND SAFETY REQUIREMENTS**

20 CONTRACTOR shall comply with all the requirements set forth in Exhibit F, titled "Level 1
21 HEALTH, SAFETY and ENVIRONMENTAL SPECIFICATIONS." As used therein, "CONTRACTOR"
22 shall mean "CONTRACTOR," and "Subcontractor" shall mean "Sub-contractor."

23 **ARTICLE 41. CONTRACTOR PURCHASED EQUIPMENT**

24 A. Prior authorization, in writing, by AUTHORITY's Project Manager shall be required before
25 CONTRACTOR enters into any unbudgeted purchase order, or subcontract. CONTRACTOR shall
26 provide an evaluation of the necessity or desirability of incurring such costs.

1 B. For purchase of any item, service or consulting work not covered in CONTRACTOR's
2 Cost Proposal and exceeding \$2,500.00, three (3) competitive quotations must be submitted with the
3 request, or the absence of bidding (sole source) must be adequately justified.

4 C. Any Equipment purchased as a result of this AGREEMENT is subject to the following:
5 CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is
6 defined as having useful life of at least one year and an acquisition cost of \$5,000.00 or more. Upon the
7 expiration or termination of this AGREEMENT, AUTHORITY may elect to retain the Equipment, require
8 CONTRACTOR to decommission and dispose of the Equipment at no cost to AUTHORITY, or require
9 CONTRACTOR to sell such Equipment at the best price obtainable at a public or private sale, and credit
10 AUTHORITY in an amount equal to the sale price. AUTHORITY may also elect to allow CONTRACTOR
11 to keep the Equipment, in which case AUTHORITY and CONTRACTOR shall come to agreement on a
12 mutually acceptable fair market value price. AUTHORITY may elect to require CONTRACTOR to hire an
13 appraiser at CONTRACTOR's cost, in order to determine a basis for a fair market value price. If
14 CONTRACTOR sells the Equipment, the terms and conditions of such sale must be Approved in advance
15 by AUTHORITY. CFR, Title 49, Part 18 requires a credit to Federal funds when participating equipment
16 with a fair market value greater than \$5,000.00 is credited to the project.

17 D. All Subcontracts entered into as a result of this AGREEMENT shall contain all of the
18 provisions of this Article.

19 **ARTICLE 42. DISPOSITION OF BOS AS A SERVICE**

20 AUTHORITY shall have the right to assume all required licenses, leases, and service agreements
21 to allow uninterrupted use, operation and maintenance of the Equipment and services under the same
22 terms as those provided to CONTRACTOR for such services.

23 CONTRACTOR shall effect the transfer of title, or assignment of leases, service agreements and
24 licenses, as applicable, as a part of the Disentanglement Work and AGREEMENT closeout.

25 **ARTICLE 43. OWNERSHIP OF REPORTS AND DOCUMENTS**

26 A. The originals of all letters, documents, reports and other products and data produced

1 under this AGREEMENT shall be delivered to, and shall be the sole property of AUTHORITY.
2 Deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by
3 AUTHORITY. Except as otherwise provided herein, copies of the foregoing may be made for
4 CONTRACTOR's records but shall not be furnished to others without written authorization from
5 AUTHORITY.

6 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
7 descriptions, and all other written information submitted to CONTRACTOR in connection with the
8 performance of this AGREEMENT shall not, without prior written Approval of AUTHORITY, be used for
9 any purposes other than the performance under this AGREEMENT, nor be disclosed to an entity not
10 connected with such performance.

11 C. CONTRACTOR acknowledges and agrees that privacy of 405 Express Lanes customers
12 is of paramount importance to AUTHORITY and its customers. CONTRACTOR shall comply with
13 AUTHORITY's privacy policies, all applicable Governmental Rules, and Business Rules pertaining to
14 confidentiality, privacy, handling, retention, reporting and disclosure, and limiting or restricting collection,
15 use or dissemination of PII and shall not sell, transfer, disclose or otherwise use such information for any
16 purpose other than in performance of its duties under this AGREEMENT. CONTRACTOR shall indemnify
17 AUTHORITY with regard to any failure to comply with this Article 43 in accordance with Article 14,
18 Indemnification.

19 D. CONTRACTOR may only use AUTHORITY's Data to perform functions as defined by this
20 AGREEMENT, including the Scope of Work and Requirements. Access to AUTHORITY Data shall be
21 restricted only to CONTRACTOR's and its Subcontractor's personnel who need the AUTHORITY Data
22 to perform their duties in the performance of this AGREEMENT, and shall not, at any time, be disclosed
23 or divulged except as expressly provided herein.

24 E. CONTRACTOR shall inform all of its officers, employees, agents, and Subcontractors
25 providing Work of the confidentiality provisions of this AGREEMENT. CONTRACTOR will require that
26 any CONTRACTOR personnel, Subcontractor(s) or other third party with whom CONTRACTOR will

1 disclose or disseminate AUTHORITY Data, in whole or in part, execute and adhere to an agreement
2 incorporating the provisions of this Section. Nothing in this Article shall allow CONTRACTOR to disclose
3 or disseminate AUTHORITY Data without prior written consent and CONTRACTOR shall deliver to
4 AUTHORITY all executed agreements with Subcontractors prior to any authorized disclosure and
5 dissemination.

6 F. Subject to Paragraph C in the case of PII, CONTRACTOR may use such information for
7 Violation processing and collection and shall release the PII to:

- 8 1. AUTHORITY, upon request, for the purposes of carrying out this AGREEMENT
9 or functions with respect to the 405 Express Lanes Project; and
- 10 2. California DMV, other state DMVs, or other third parties Approved in advance by
11 AUTHORITY to receive PII as necessary to assist in collection of debt or payments owing.

12 G. CONTRACTOR shall implement physical, electronic and managerial safeguards to
13 prevent unauthorized access to PII and to implement destruction of records containing PII in accordance
14 with the records retention provisions of this AGREEMENT.

15 H. CONTRACTOR shall not use AUTHORITY's names, logos, branding, photographs of the
16 Project, or any other publicity pertaining to the Project in any professional publication, magazine, trade
17 paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.

18 I. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be
19 released by CONTRACTOR to any other person or agency except after prior written Approval by
20 AUTHORITY, except as necessary for the performance of Work under this AGREEMENT. All press
21 releases, including graphic display information to be published in newspapers, magazines, etc., are to be
22 handled only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

23 J. Applicable patent rights provisions regarding rights to inventions shall be included in the
24 AGREEMENT as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for
25 federal-aid contracts).

26 K. Any subcontract in excess of \$25,000 entered into as a result of this AGREEMENT, shall

1 contain all of the provisions of this Article.

2 **ARTICLE 44. AUDIT AND INSPECTION OF RECORDS**

3 A. For the purpose of determining compliance with the Public Contract Code 10115, et seq.
4 and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other
5 matters connected with the performance of the AGREEMENT pursuant to Government Code 8546.7;
6 CONTRACTOR, Subcontractors, and AUTHORITY shall maintain and make available for inspection all
7 books, documents, papers, accounting records, and other evidence pertaining to the performance of the
8 AGREEMENT, including but not limited to, the costs of administering the AGREEMENT. All parties shall
9 make such materials available at their respective offices at all reasonable times during the AGREEMENT
10 period and for four (4) years from the date of final payment under the AGREEMENT. The State of
11 California, State Auditor, AUTHORITY, FHWA, their duly authorized representative or other agents of
12 AUTHORITY or any duly representative of the Federal Government shall have access to any books,
13 records, payroll documents, facilities and documents of CONTRACTOR and its certified public
14 accountants (CPA) work papers that are pertinent to the AGREEMENT and indirect cost rate (ICR) for
15 audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

16 B. CONTRACTOR shall maintain such books, records, data and documents in accordance
17 with generally accepted accounting principles and the CFR, Title 48, Chapter 1, Part 31 of the Federal
18 Acquisition Regulation System (FAR) and shall clearly identify and make such items readily accessible
19 to such parties during CONTRACTOR's performance hereunder.

20 C. AUTHORITY's right to audit books and records directly related to this AGREEMENT shall
21 also extend to all first-tier Subcontractors performing work identified in Article 35, Assignments and
22 Subcontracts, of this AGREEMENT, and such language must be included in CONTRACTOR's
23 agreements with its Subcontractors, resulting from this AGREEMENT.

24 **ARTICLE 45. AUDIT REVIEW PROCEDURES**

25 A. Any dispute concerning a question of fact arising under an interim or post audit of this
26 AGREEMENT that is not disposed of by agreement, shall be reviewed by AUTHORITY's Internal Audit.

1 B. Not later than thirty (30) Calendar Days after issuance of the final audit report,
2 CONTRACTOR may request a review by AUTHORITY's Internal Audit of unresolved audit issues. The
3 request for review shall be submitted in writing.

4 C. Neither the pendency of a dispute nor its consideration by AUTHORITY will excuse
5 CONTRACTOR from full and timely performance, in accordance with the terms of this AGREEMENT.

6 **ARTICLE 46. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

7 A. CONTRACTOR agrees that the Agreement Cost Principles and Procedures, CFR, Title
8 48, Chapter 1, Part 31 of the FAR, shall be used to determine the cost allowability of individual items.

9 B. CONTRACTOR also agrees to comply with federal procedures in accordance with CFR,
10 Title 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State
11 and Local Governments.

12 C. Any costs for which payment has been made to CONTRACTOR that are determined by
13 subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Chapter 1, Part 31.000 et seq.,
14 are subject to repayment by CONTRACTOR to AUTHORITY.

15 **ARTICLE 47. CONTRACT WORK HOURS AND SAFETY STANDARDS**

16 A. If the maximum cumulative payment obligation of this Agreement exceeds \$100,000,
17 CONTRACTOR agrees to comply with the Federal Contract Work Hours and Safety Standards (40
18 U.S.C. Section 3701 et seq. as supplemented by 29 CFR part 5). Under 40 U.S.C. Section 3702,
19 CONTRACTOR shall compute the wages of every mechanic and laborer, including watchmen and
20 guards, on the basis of a standard work week of forty (40) hours.

21 1. Overtime requirements: CONTRACTOR, and any Subcontractor contracting for
22 any part of the Contract Work which may require or involve the employment of laborers or mechanics,
23 shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed
24 on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic
25 receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all
26 hours worked in excess of forty (40) hours in such workweek.

1 2. Violation; liability for unpaid wages; liquidated damages: In the event of any
2 violation of paragraph (A) of this Article, CONTRACTOR and any Subcontractor responsible therefor shall
3 be liable for the unpaid wages. In addition, CONTRACTOR and Subcontractor shall be liable to the
4 United States for liquidated damages. Such liquidated damages shall be computed with respect to each
5 individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set
6 forth in paragraph (A) of this Article, in the sum of \$10 for each calendar day on which such individual
7 was required or permitted to work in excess of the standard workweek of forty (40) hours without payment
8 of the overtime wages required by paragraph (A) of this Article.

9 3. Withholding for unpaid wages and liquidated damages: FTA shall upon its own
10 action or upon written request of an authorized representative of the Department of Labor withhold or
11 cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or
12 Subcontractor under any such contract or any other Federal contract with CONTRACTOR, or any other
13 federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held
14 by CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of
15 CONTRACTOR or Subcontractor for unpaid wages and liquidated damages as provided in this Article.

16 4. Subcontracts: CONTRACTOR shall insert in any subcontracts the clauses set
17 forth in paragraphs (A) of this Article and also a clause requiring the Subcontractors to include these
18 clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any
19 Subcontractor or lower tier Subcontractor with the clauses set forth in paragraph A of this Article.

20 B. CONTRACTOR agrees to comply with U.S. DOL Regulations, "Recording and Reporting
21 Occupational Injuries and Illnesses," 29 CFR part 1904; "Occupational Safety and Health Standards," 29
22 CFR part 1910; and "Safety and Health Regulations for Construction," 29 CFR part 1926.

23
24 **ARTICLE 48. GENERAL WAGE RATES AND DAVIS BACON AND COPELAND ANTI-**
25 **KICKBACK ACTS**

26 A. State Prevailing Wage and Labor Code Requirements. Notice is hereby given that, in

1 accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2,
2 CONTRACTOR is required to pay not less than the general prevailing rate of per diem wages for work of
3 a similar character in the locality in which the public works is performed, and not less than the general
4 prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the
5 Department of Industrial Relations of the State of California (DIR) is required to and has determined such
6 general prevailing rates of per diem wages. CONTRACTOR agrees to comply with the provisions of
7 California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of
8 wages to workers and the penalties for failure to pay prevailing wages. Copies of such prevailing rates
9 of per diem wages may be obtained online at (<http://www.dir.ca.gov/>), are on file at the AUTHORITY's
10 office, and will be available to any interested party upon request. In accordance with the Labor Code, no
11 workman employed upon work under this Agreement shall be paid less than the above referenced
12 prevailing wage rate. A copy of said rates shall be posted at each job site during the course of
13 construction.

14 1. This Agreement is subject to compliance monitoring and enforcement by the DIR.
15 The DIR shall monitor and enforce compliance with applicable prevailing wage requirements for this
16 Agreement. The reporting requirements may be found at [https://www.dir.ca.gov/Public-](https://www.dir.ca.gov/Public-Works/Contractors.html)
17 [Works/Contractors.html](https://www.dir.ca.gov/Public-Works/Contractors.html). CONTRACTOR is responsible for complying with all requirements of the DIR,
18 including filing electronic payroll reports.

19 2. Pursuant to Labor Code Section 1771.1, CONTRACTOR and any Subcontractor
20 shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of
21 the Public Contract Code, or engage in the performance of any contract for public work on a public works
22 project unless registered with the DIR and qualified to perform public work pursuant to Labor Code
23 Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit
24 a bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code
25 Section 10164 or 20103.5, provided CONTRACTOR is registered to perform public work pursuant to
26 Section 1725.5 at the time the contract is awarded. CONTRACTOR shall not perform any work under

1 this Agreement with any Subcontractor who is ineligible to perform work on the public works project
2 pursuant to Section 1777.1 or 1777.7 of the Labor Code.

3 3. Pursuant to Labor Code Section 1771.4, CONTRACTOR will post all job site
4 notices, as prescribed by regulation.

5 4. CONTRACTOR, and all Subcontractors, shall comply with the provisions of Labor
6 Code Sections 1777.5 and 1777.6 concerning the employment of apprentices. CONTRACTOR shall
7 have full responsibility for compliance with such Labor Code sections for all apprenticeable occupations,
8 regardless of any other contractual or employment relationships alleged to exist.

9 5. CONTRACTOR agrees to comply with the provisions of Labor Code Section
10 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with
11 said Section and with the terms as set forth in Exhibit A, "General Provisions." CONTRACTOR is
12 responsible for compliance with Section 1776 by all Subcontractors.

13 6. CONTRACTOR agrees to comply with all applicable Labor Code provisions
14 governing legal working hours and shall forfeit, as a penalty to AUTHORITY, twenty-five dollars (\$25.00)
15 for each laborer, workman or mechanic employed in the execution of the contract, by him or any sub-
16 contractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which
17 the laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in any one
18 calendar day and forty (40) hours in any one calendar week in violation of the Labor Code.

19 7. In accordance with the provisions of Labor Code Section 3700, CONTRACTOR
20 will be required to secure the payment of compensation to his or her employees.

21 **B. Federal Prevailing Wage Rates and Anti-Kickback.**

22 1. CONTRACTOR shall comply with the Davis-Bacon Act, 40 U.S.C. Sections 3141-
23 3144 and Sections 3146-3148, as supplemented by U.S. DOL regulations at 29 CFR part 5, "Labor
24 Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction."
25 Under 49 U.S.C. Section 5333(a), prevailing wage protections apply to laborers and mechanics employed
26 on FTA-assisted construction, alteration, or repair projects. In accordance with the statute,

1 CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than the prevailing wages
2 specified in a wage determination made by the Secretary of Labor. CONTRACTOR agrees to pay wages
3 not less than once per week. CONTRACTOR shall comply with the Davis-Bacon Labor Provisions of 2
4 CFR Section 5.5, as set forth in Exhibit A, "General Provisions."

5 2. CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C.
6 Section 3145), as supplemented by U.S. DOL regulations at 29 CFR part 3, "Contractors and
7 Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from
8 the United States." CONTRACTOR is prohibited from inducing, by any means, any person employed in
9 the construction, completion, or repair of public work, to give up any part of the compensation to which
10 he or she is otherwise entitled.

11
12 **ARTICLE 49. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

13 CONTRACTOR and all Subcontractors performing work under this AGREEMENT, shall be
14 prohibited from concurrently representing or lobbying for any other party competing for a contract with
15 AUTHORITY, either as a prime contractor or subcontractor. Failure to refrain from such representation
16 may result in termination of this AGREEMENT.

17 **ARTICLE 50. FEDERAL, STATE AND LOCAL LAWS**

18 CONTRACTOR warrants that in the performance of this AGREEMENT, it shall comply with all
19 applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and
20 regulations promulgated thereunder.

21 **ARTICLE 51. EQUAL EMPLOYMENT OPPORTUNITY**

22 In connection with its performance under this AGREEMENT, CONTRACTOR shall not
23 discriminate against any employee or applicant for employment because of race, religion, color, sex, age
24 or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed,
25 and that employees are treated during their employment, without regard to their race, religion, color, sex,
26 age or national origin. Such actions shall include, but not be limited to, the following: employment,

1 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
2 or other forms of compensation; and selection for training, including apprenticeship.

3 **ARTICLE 52. STATEMENT OF COMPLIANCE**

4 During the performance of this AGREEMENT, CONTRACTOR, for itself, its assignees and
5 successors in interest agree as follows:

6 A. CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under
7 penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt,
8 complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title
9 2, California Administrative Code, Section 8103.

10 B. Nondiscrimination: During the performance of this AGREEMENT, CONTRACTOR and its
11 Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or
12 applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical
13 disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40),
14 marital status, and denial of family care leave. CONTRACTOR and Subcontractors shall insure that the
15 evaluation and treatment of their employees and applicants for employment are free from such
16 discrimination and harassment. CONTRACTOR and Subcontractors shall comply with the provisions of
17 the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations
18 promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable
19 regulations of the Fair Employment and Housing Commission implementing Government Code Section
20 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are
21 incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
22 CONTRACTOR and its Subcontractors shall give written notice of their obligations under this clause to
23 labor organizations with which they have a collective bargaining or other agreement.

24 C. Compliance with Regulations: CONTRACTOR shall comply with regulations relative to
25 Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49
26 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI

1 provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination
2 in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex,
3 age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under
4 any program or activity by the recipients of federal assistance or their assignees and successors in
5 interest.

6 D. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:

7 CONTRACTOR, with regard to the Work performed by it during the AGREEMENT shall act in accordance
8 with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national
9 origin, religion, sex, age, or disability in the selection and retention of Subcontractors, including
10 procurement of materials and leases of equipment. The CONTRACTOR shall not participate either
11 directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations,
12 including employment practices when the AGREEMENT covers a program whose goal is employment.

13 E. Information and Reports: CONTRACTOR shall provide all information and reports

14 required by the Regulations or directives issued pursuant thereto, and shall permit access to its books,
15 records, accounts, other sources of information, and its facilities as may be determined by AUTHORITY
16 to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any
17 information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to
18 furnish this information, CONTRACTOR shall so certify to AUTHORITY as appropriate, and shall set forth
19 what efforts it has made to obtain the information.

20 F. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with

21 nondiscrimination provisions of this AGREEMENT, AUTHORITY shall impose sanctions as it may
22 determine to be appropriate, including, but not limited to:

23 1. Withholding of payments to CONTRACTOR under the AGREEMENT until

24 CONTRACTOR complies; and/or

25 2. Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

26 G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections

1 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in all programs,
2 activities, and services of public entities, as well as imposes specific requirements on public and private
3 providers of transportation.

4 H. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs
5 (A) through (G) in every lower-tier subcontract, which exceeds \$100,000, including procurements of
6 materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant
7 thereto, and that all such sub recipients shall certify and disclose accordingly. CONTRACTOR shall take
8 such action with respect to any subcontract or procurement as AUTHORITY may direct as a means of
9 enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event
10 CONTRACTOR becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as
11 a result of such direction, the CONTRACTOR may request AUTHORITY to enter into such litigation to
12 protect the interests of AUTHORITY, and, in addition, CONTRACTOR may request the United States to
13 enter into such litigation to protect the interests of the United States.

14 **ARTICLE 53. NOTICE OF LABOR DISPUTE**

15 Whenever CONTRACTOR has knowledge that any actual or potential labor dispute may delay
16 its performance under this AGREEMENT, CONTRACTOR shall immediately notify and submit all
17 relevant information to AUTHORITY. CONTRACTOR shall insert the substance of this entire clause in
18 any subcontract hereunder as to which a labor dispute may delay performance under this AGREEMENT.
19 However, any Subcontractor need give notice and information only to its next higher-tier Subcontractor.

20 **ARTICLE 54. CLEANING UP**

21 A. CONTRACTOR shall at all times keep the Facilities and Sites, including storage areas
22 used by it, clean and free from accumulations of waste material or rubbish. Upon completion of the Work,
23 CONTRACTOR shall leave the Facilities and Sites in a clean, neat and workmanlike condition satisfactory
24 to AUTHORITY.

25 B. After completion of all Work on the Project, and before making application for Final
26 Acceptance of the Work in the Implementation Phase and Project closeout in the O&M Phase, Project

1 closeout by AUTHORITY will be withheld until CONTRACTOR has satisfactorily complied with the
2 foregoing requirements for final cleanup of the Project.

3 C. Full compensation for conforming to the provisions in this Article, not otherwise provided
4 for, shall be considered as included in price of this AGREEMENT and no additional compensation will be
5 allowed therefore.

6 **ARTICLE 55. RACE-CONSCIOUS DBE CONTRACT PROVISIONS FOR DOT-ASSISTED**
7 **CONTRACTOR CONTRACTS**

8 A. AUTHORITY or Subcontractor/subconsultant shall not discriminate on the basis of race,
9 color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out
10 applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted
11 contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this
12 Agreement contract, which may result in the termination of this contract or such other remedy as the
13 AUTHORITY deems appropriate, which may include, but is not limited to:

- 14 1. Withholding monthly progress payments;
- 15 2. Assessing sanctions;
- 16 3. Liquidated damages; and/or
- 17 4. Disqualifying the CONTRACTOR from future proposing as non-responsible.

18 CONTRACTOR agrees to include these requirements in all subcontracts at any tier.

19 B. In conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business
20 Enterprises in Department of Transportation Financial Assistance Programs," AUTHORITY has
21 established a three (3%) percent Disadvantaged Business Enterprise (DBE) participation goal for the
22 services required in this Agreement.

23 C. At the time of contract execution, the CONTRACTOR committed to utilize one or more
24 Disadvantaged Business Enterprise (DBE) Firms in the performance of this DOT-assisted contract.
25 CONTRACTOR agrees to enter into agreements with the DBE Subcontractors listed on Attachment
26 "Consultant Contract DBE Commitment Caltrans Exhibit 10-O2 (RFP Form D-5)," and ensure they

1 perform Work and/or supply materials in accordance with original commitments. No changes to
2 CONTRACTOR's DBE commitment shall be made until proper review and approval by AUTHORITY is
3 rendered in writing.

4 D. CONTRACTOR must take appropriate actions to ensure that it will satisfy good faith
5 efforts to attain the DBE goal and/or the DBE commitment made at award (whichever is higher), when
6 change orders or other modifications alter the dollar amount of the Agreement or the distribution of Work.
7 CONTRACTOR must apply and report its DBE goal commitment against the total current Agreement
8 value, including any change orders and/or amendments.

9 E. If there is a DBE goal and/or DBE commitment on the Agreement, CONTRACTOR must
10 complete and submit within the specified timelines, DBE documentation electronically through an
11 AUTHORITY-approved electronic reporting system.

12 F. CONTRACTOR shall comply with all the requirements set forth in Attachment A titled,
13 "DBE CONTRACT PROVISIONS FOR FHWA-ASSISTED CONTRACTOR CONTRACTS
14 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION", which is attached to and, by
15 this reference, incorporated in and made a part of this Agreement.

16 **ARTICLE 56. DISADVANTAGED BUSINESS ENTERPRISE GOAL**

17 A. CONTRACTOR hereby agrees to attain DBE participation in the amount of three (3%)
18 percent of the total AGREEMENT amount. CONTRACTOR shall enter into agreements for the Work
19 identified in Attachment A entitled "DBE Participation Commitment Form D-1".

20 B. CONTRACTOR is required to comply with this goal for the duration of this AGREEMENT.
21 CONTRACTOR's failure to comply with the DBE participation provisions may result in:

22 1. Withholding of payment until such compliance is achieved or a waiver of the
23 provisions is provided by AUTHORITY; and

24 2. The AGREEMENT may be canceled, terminated or suspended in whole or in part.

25 C. Any substitution of Subcontractors must be approved in writing by the AUTHORITY's
26 Contract Administrator in advance of assigning work to a substitute Subcontractor. Form E is attached

1 for use by CONTRACTOR when requesting DBE Subcontractor/Supplier substitution or addition.

2 D. To ensure that all obligations under this AGREEMENT are met, AUTHORITY will conduct
3 periodic reviews of the CONTRACTOR's small DBE efforts during AGREEMENT performance. The
4 CONTRACTOR shall bring to the attention of AUTHORITY's Contract Administrator any situation in which
5 regularly scheduled payments are not made to DBE Contractors, Subcontractors or Suppliers.

6 E. The CONTRACTOR will be required to meet all reporting requirements related to
7 utilization, scope of work and dollar amount of the subcontracts. Forms D-6 and D-7 are attached for
8 convenience in reporting the required information regarding DBE monthly and final utilization,
9 respectively.

10 F. CONTRACTOR, Subcontractors and suppliers shall permit access to their books,
11 records, and accounts by the Contract Administrator, or a designated representative, for the purpose of
12 investigation to ascertain compliance with these specified requirements. Such records shall be
13 maintained in a fashion which is readily accessible to AUTHORITY, as described in Article 44, Audit and
14 Inspection of Records, for a minimum of four (4) years from the date of final payment by AUTHORITY.

15 **ARTICLE 57. PROHIBITED INTERESTS**

16 A. CONTRACTOR covenants that, for the Term of this AGREEMENT, no director, member,
17 officer or employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter, shall have
18 any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

19 B. No member of or delegate to, the Congress of the United States shall have any interest,
20 direct or indirect, in this AGREEMENT or to the benefits thereof.

21 **ARTICLE 58. COVENANT AGAINST CONTINGENT FEES**

22 CONTRACTOR warrants that he/she has not employed or retained any company or person, other
23 than a bona fide employee working for the CONTRACTOR; to solicit or secure this AGREEMENT; and
24 that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any
25 fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting
26 from the award, or formation of this AGREEMENT. For breach or violation of this warranty, AUTHORITY

1 shall have the right to annul this AGREEMENT without liability, or at its discretion; to deduct from the
2 AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission,
3 percentage, brokerage fee, gift, or contingent fee.

4 **ARTICLE 59. PROHIBITION OF EXPENDING LOCAL AGENCY, STATE OR FEDERAL**
5 **FUNDS FOR LOBBYING**

6 CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the certification
7 required by 49 CFR part 20, "New Restrictions on Lobbying". Each tier certifies to the above that it will
8 not or has not used Federal appropriated funds to pay any person or organization for influencing or
9 attempting to influence an officer or employee of any agency, a member of Congress, officer or employee
10 of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,
11 grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any
12 registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with
13 non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such
14 disclosures are forwarded from tier to tier up to the recipient.

15 **ARTICLE 60. PRIVACY ACT**

16 CONTRACTOR shall comply with, and assures the compliance of its employees with, the
17 information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a.
18 Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government
19 before the CONTRACTOR or its employees operate a system of records on behalf of the Federal
20 Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil
21 and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to
22 comply with the terms of the Privacy Act may result in termination of the underlying AGREEMENT.

23 **ARTICLE 61. INCORPORATION OF FEDERAL TERMS**

24 All contractual provisions required by United States Department of Transportation (USDOT),
25 including the Federal Highway Administration (FHWA), whether or not expressly set forth in this
26 document, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all

1 federally mandated terms shall be deemed to control in the event of a conflict with other provisions
2 contained in this AGREEMENT. CONTRACTOR shall not perform any act, fail to perform any act, or
3 refuse to comply with any requests, which would cause AUTHORITY to be in violation of the USDOT or
4 FHWA terms and conditions.

5 **ARTICLE 62. FEDERAL CHANGES**

6 CONTRACTOR shall at all times comply with all applicable USDOT regulations, policies,
7 procedures and directives, including without limitation those listed directly or by reference in the
8 agreement between AUTHORITY and USDOT, as they may be amended or promulgated from time to
9 time during this AGREEMENT. CONTRACTOR's failure to comply shall constitute a material breach of
10 AGREEMENT.

11 **ARTICLE 63. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

12 AUTHORITY and CONTRACTOR acknowledge and agree that, notwithstanding any
13 concurrence by the Federal Government in or approval of the solicitation or award of the underlying
14 AGREEMENT, absent the express written consent by the Federal Government, the Federal Government
15 is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to AUTHORITY,
16 CONTRACTOR, or any other party (whether or not a party to this AGREEMENT) pertaining to any matter
17 resulting from the underlying AGREEMENT. CONTRACTOR agrees to include these requirements in all
18 of its Subcontracts.

19 **ARTICLE 64. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND**
20 **RELATED ACTS**

21 A. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies
22 Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil
23 Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing this
24 Agreement, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has
25 made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement of the FHWA
26 assisted project for which this Agreement's work is being performed. CONTRACTOR also acknowledges

1 that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or
2 certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil
3 Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

4 B. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false,
5 fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an
6 agreement connected with a project that is financed in whole or part with Federal assistance awarded by
7 FHWA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the
8 penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. on the CONTRACTOR, to the extent
9 the Federal Government deems appropriate. CONTRACTOR agrees to include this requirement in all of
10 its subcontracts.

11 **ARTICLE 65. RECYCLED PRODUCTS**

12 A. CONTRACTOR shall comply with all the requirements of Section 6002 of the Resource
13 Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the
14 regulatory provisions of CFR, Title 40, Part 247, and Executive Order 12873, as they apply to the
15 procurement of the items designated in subpart B of CFR, Title 40, Part 247.

16 B. CONTRACTOR agrees to include this requirement in all of its Subcontracts entered into
17 as a result of this AGREEMENT.

18 **ARTICLE 66. ENERGY CONSERVATION REQUIREMENTS**

19 CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency,
20 which are contained in the state energy conservation plan issued in compliance with the Energy Policy
21 Conservation Act.

22 **ARTICLE 67. CLEAN AIR**

23 CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant
24 to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONTRACTOR shall report each violation
25 to AUTHORITY, who will in turn, report each violation as required to assure notification to FTA and the
26 appropriate EPA Regional Office. CONTRACTOR agrees to include this requirement in all of its

1 Subcontracts.

2 **ARTICLE 68. CLEAN WATER REQUIREMENTS**

3 CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the
4 Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR shall report
5 each violation to AUTHORITY and understands and agrees that the AUTHORITY who will in turn, report
6 each violation as required to assure notification to FTA and appropriate EPA Regional Office.
7 CONTRACTOR agrees to include this requirement in all of its subcontracts.

8 **ARTICLE 69. FLY AMERICA REQUIREMENT**

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

19 **ARTICLE 70. BUY AMERICA**

20 A. If the maximum cumulative payment obligation of this Agreement exceeds one hundred
21 fifty thousand dollars (\$150,000), CONTRACTOR shall comply with the "Buy America" requirements of
22 49 U.S.C. Section 5323(j) and 49 CFR part 661, as amended, which provide that Federal funds may not
23 be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced
24 in the United States, unless a waiver has been granted by FTA or the product is subject to a general
25 waiver.

26 B. CONTRACTOR shall furnish a Certificate of Compliance, conforming to the provisions of

1 this Article, for all steel and iron materials.

2 C. CONTRACTOR shall ensure all Subcontractors at every tier comply with these
3 requirements.

4 **ARTICLE 71. DEBARMENT AND SUSPENSION CERTIFICATION**

5 A. CONTRACTOR's signature affixed herein, shall constitute a certification under penalty of
6 perjury under the laws of the State of California, that CONTRACTOR has complied with CFR Title 2, Part
7 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)",
8 which certifies that he/she or any person associated therewith in the capacity of owner, partner, director,
9 officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination
10 of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or
11 determined ineligible by any federal agency within the past three (3) years; does not have a proposed
12 debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by
13 a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three
14 (3) years. Any exceptions to this certification must be disclosed in writing to the AUTHORITY.

15 A. Exceptions will not necessarily result in denial of recommendation for award, but will be
16 considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions
17 apply, initiating agency, and dates of action.

18 B. Exceptions to the Federal Government Excluded Parties List System maintained by the
19 General Services Administration are to be determined by the Federal Highway Administration.

20 **ARTICLE 72. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

21 In accordance with Public Contract Code Section 10296, CONTRACTOR hereby states under
22 penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court
23 has been issued against CONTRACTOR within the immediately preceding two-year period because
24 of CONTRACTOR's failure to comply with an order of a federal court that orders CONTRACTOR to
25 comply with an order of the National Labor Relations Board.

26 **ARTICLE 73. FORCE MAJEURE**

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APPROVED:

By: _____

Kirk Avila
General Manager
Express Lanes Programs

Date: _____

DRAFT

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS
FEDERALLY FUNDED CONTRACTS WITH DBE GOALS**

I. DBE Participation

It is the Consultant's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and the Orange County Transportation Authority's (Authority's) DBE program developed pursuant to these 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 consultant, Subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. 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.
- D. Consultant must not claim DBE participation as attained until the amount to be claimed is paid and fully adheres to DBE crediting provisions.

If the Consultant has committed to utilize DBE(s) in the performance of this DOT-assisted contract, the Consultant's submitted "DBE Participation Commitment Form" will be utilized to monitor Consultant's DBE commitments, unless otherwise directed and/or approved by the Authority prior to the Consultant effectuating any changes to its DBE participation commitment(s) (*Refer to Subsection H: "Performance of DBE Subcontractors"*).

Consultant must complete and submit all required DBE documentation to effectively capture all DBE utilization on the Authority's DOT-assisted contracts whether achieved race neutrally or race consciously. Even if a Consultant has not committed to utilize DBE(s) in the performance of this contract, the Consultant must execute and submit all required DBE forms and other related documentation as specified under this contract or as otherwise requested by the Authority. No changes to the Consultant's DBE Commitment must be made until proper protocols for review and approval of the Authority are rendered in writing.

To ensure full compliance with the requirements of 49 CFR, Part 26 and the Authority's DBE Program, the Consultant must:

- A. Take appropriate actions to ensure that it will continue to meet the DBE Commitment at the minimal level committed to at award or will satisfy the good faith efforts to meet the DBE Commitment, when change orders or other contract modifications alter the

dollar amount of the contract or the distribution of work. The Consultant must apply and report its DBE goal commitments against the total Contract Value, including any contract change orders and/or amendments.

II. DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), the Authority has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs".

The project is subject to these stipulated regulations and the Authority's DBE program. In order to ensure that the Authority achieves its overall DBE Program goals and objectives, the Authority encourages the participation of DBEs as defined in 49 CFR, Part 26 in the performance of contracts financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of the Authority to:

Fulfill the spirit and intent of the Federal DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have equitable access to participate in all of Authority's DOT-assisted contracting opportunities.

- A. Ensure that DBEs can fairly compete for and perform on all DOT-assisted contracts and subcontracts.
- B. Ensure non-discrimination in the award and administration of Authority's DOT-assisted contracts.
- C. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
- D. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
- E. Help remove barriers to the participation of DBEs in DOT-assisted contracts.
- F. Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.
- G. Consultant must not discriminate on the basis of race, color, national origin, or sex in the award and performance of Subcontractor.

Any terms used in this section that are defined in 49 CFR, Part 26, or elsewhere in the Regulations, must have the meaning set forth in the Regulations. In the event of any conflicts or

inconsistencies between the Regulations and the Authority's DBE Program with respect to DOT-assisted contracts, the Regulations must prevail.

III. Authority's DBE Policy Implementation Directives

Pursuant to the provisions associated with federal regulation 49 CFR, Part 26, the Disadvantaged Business Enterprise (DBE) program exists to ensure participation, equitable competition, and assistance to participants in the USDOT DBE program. Accordingly, based on the Authority's analysis of its past utilization data, coupled with its examination of similar Agencies' Disparity Study and recent Goal Methodology findings the Authority has implemented the reinstatement of the DBE program utilizing both race-conscious and race-neutral means across the board as all protected groups participation have been affected using strictly race neutral means on its FTA-assisted contracts.

The Authority reinstates the use of contract goals and good faith efforts. Meeting the contract-specific goal by committing to utilize DBEs or documenting a bona fide good faith effort to do so, is a condition of award. Additionally, contract-specific goals are now specifically targeted at DBEs (*DBEs owned and controlled by Black Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, Asian-Pacific Americans, Sub-Continent Asian Americans, and Women*). In the event of a substitution, a DBE must be substituted with another DBE or documented adequate good faith efforts to do so must be made, in order to meet the contract goal and DBE contract requirements.

A. Definitions

The following definitions apply to the terms used in these provisions:

1. **"Disadvantaged Business Enterprise (DBE)"** means a small business concern:
(a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business concern must not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$19.57 million over the previous three fiscal years.
3. **"Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and

ATTACHMENT A

who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, or by the Authority pursuant to 49 CFR part 26.65. Members of the following groups are presumed to be socially and economically disadvantaged:

- a) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - b) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - c) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - d) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
 - e) "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh; and
 - f) Women, regardless of ethnicity or race.
4. **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.
 5. **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Consultant.
 6. **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
 7. **"Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE and that attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under

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circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR, Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR, Part 31. The Authority may refer the case to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.

8. **"Other Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or a recognized California Unified Certification Program Certifying Agency to meet the social and economic disadvantage criteria described below.
- B. "Social Disadvantage"**
1. The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
 2. The individual must demonstrate that he/she has personally suffered social disadvantage.
 3. The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.
 4. The individual's social disadvantage must be chronic, longstanding and substantial, not fleeting or insignificant.
 5. The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
 6. A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.
- C. "Economic Disadvantage"**
1. The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.
 2. The following criteria will be considered when determining the degree of diminished

credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

IV. Submission of DBE Information and Ongoing Reporting Requirements (Post-Award)

If there is a DBE goal on the contract, Consultant must complete and submit the following DBE exhibits (forms) consistent with Consultant DBE Goal Commitment within the specified timelines. Even if no DBE participation will be reported, the Consultant must execute and return the form:

- A. "Monthly DBE Subcontractor Commitment and Attainment Report Summary and Payment Verification" (Form 103/RFP Form D-7).

The purpose of this form is to ensure Consultant DBE commitments are attained, properly reported and credited in accordance with DBE crediting provisions based on the capacity the DBE performs the scope of work/service. This form further serves to collect DBE utilization data required under 49 CFR, Part 26.

The Consultant is required to complete and submit a Form 103 to the Authority by the 10th of each month until completion of the contract. The Consultant must submit its first Form 103 following the first month of contract activity. Upon completion of the contract, the Consultant must complete and submit a "Final: Monthly DBE Subcontractor Commitment and Attainment Report Summary and Payment Verification" (Form 103) to facilitate reporting and capturing actual DBE attainments at conclusion of the contract.

The Form 103 must include the following information:

1. General Contract Information – Including Contract Number and Name, Prime Consultant and the following:
 - a) Original Contract Amount
 - b) Running Total of Change Order Amount
 - c) Current Contract Amount
 - a) Amount Paid to Consultant during Month
 - b) Amount Paid to Consultant from Inception to Date

- c) DBE Contract Goal
- d) Total Dollar Amount of DBE Commitment
- e) DBE Commitment as Percentage of Current Contract Amount

2. Listed and/Proposed Consultant/Subcontractor Information – For All DBE participation being claimed either Race Neutrally or Race Consciously, regardless of tier:

a) DBE Firm Name, Address, Phone Number, DBE Type of Operation, Certification Type and Certification Number.

b) DBE Firm Contract Value Information:

Original contract amount, running total of change order amount, Current contract amount, Amount paid to Consultant during month and Amount paid to Consultant to date.

3. Consultant Assurance of Full Compliance with Prompt Payment Provisions

Consultant to sign the prompt payment assurance statement of compliance contained within the Form 103. Consultant is to further maintain and submit at the request of Authority a detailed running tally of related invoices submitted by DBE(s) and Non DBE(s), including dates of invoice submission, dates accepted and corresponding dates and amount of payments made. The Payment and Retention Reporting tally must also include:

DBE(s) and Non DBE(s) Invoice Number, Invoice Amount, Invoice Date, Prime Consultant's Invoice Number that incorporated the corresponding DBE and Non DBE invoice(s) for billing purposes, Date of Invoice submission to Authority, Date and amount Authority paid on Prime Consultant's Invoice. The report must also reflect a breakout of retention withheld (including retention as specified in subcontract agreement(s) and disputed invoice retention) and retention payments made, check number and date paid to DBE and Non DBE.

Consultant is advised not to report the participation of DBE(s) toward the Consultant's DBE attainment until the amount being claimed has been paid to the DBE. Verification of payments and/or a signed Verification of Payment by the applicable DBE or Non DBE must be submitted with Form 103 to authenticate reported payments.

4. DBE Subcontract Agreements

The Consultant must submit to the Authority copies of executed subcontracts and/or purchase orders (PO) for all DBE firms participating on the contract within ten working days of award. The Consultant must immediately notify the Authority in writing of any

problems it may have in obtaining the subcontract agreements from listed DBE firms within the specified time.

5. "Monthly DBE Trucking Verification" Form

Prior to the 10th of each month, the Consultant must submit documentation on the "Monthly DBE Trucking Verification" Form to the Authority showing the amount paid to DBE trucking companies. The Consultant must also obtain and submit documentation to the Authority showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contactor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Consultant must also obtain and submit documentation to the Authority showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month.

6. "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors" (RFP Form D-6)

Upon completion of the contract, a summary of these records must be prepared on the: "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors" and certified correct by the Consultant or the Consultant's authorized representative, and must be furnished to the Engineer. The form must be furnished to the Authority within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

7. "Disadvantaged Business Enterprises (DBE) Certification Status Change"

If a DBE Sub is decertified during the life of the project, the decertified Subcontractor must notify the Consultant in writing with the date of decertification. If a Subcontractor becomes a certified DBE during the life of the project, the Subcontractor must notify the Consultant in writing with the date of certification (Attach DBE certification/Decertification letter). The Consultant must furnish the written documentation to the AUTHORITY.

Upon completion of the contract, the "Disadvantaged Business Enterprises (DBE) Certification Status Change" must be signed and certified correct by the Consultant indicating the DBEs' existing certification status. If there are no changes, please indicate "No Changes". The certified form must be furnished to the Authority within 90 days from the date of contract acceptance.

V. DBE Eligibility and Commercially Useful Function Standards

A DBE must be certified at the time of Proposal submission:

1. A certified DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
2. A DBE may participate as a Prime Consultant, Subcontractor, joint venture partner with a Prime or Subcontractor, vendor of material or supplies, or as a trucking company.
3. 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.
4. At time of proposal submission, DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
 - A. The CUCP web site, which can be accessed at <http://www.californiaucp.com>; or the Caltrans "Civil Rights" web site at <http://www.dot.ca.gov/hq/bep>.
1. A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., 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). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

VI. DBE Crediting Provisions

- A. When a DBE is proposed to participate in the contract, either as a Prime Consultant or Subcontractor, at any tier, only the value of the work proposed to be performed by the DBE with its own forces may be counted towards DBE participation. If the Consultant is a DBE joint venture participant, only the DBE proportionate interest in the joint venture must be counted.
1. If a DBE intends to subcontract part of the work of its subcontract to a lower-tier Subcontractor, the value of the subcontracted work may be counted toward DBE participation only if the Subcontractor is a certified DBE and actually performs the work with their own forces. Services subcontracted to a Non-DBE firm may not be

credited toward the Prime Consultant's DBE attainment.

2. Consultant is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward DBE attainment, as follows:
 - a) Sixty percent (60%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a regular dealer; or
 - b) One hundred percent (100%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a DBE manufacturer.

3. The following types of fees or commissions paid to DBE Subcontractors, Brokers, and Packers may be credited toward the prime Consultant's DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including:
 - a) Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Contract;
 - b) Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
 - c) Fees and commissions charged for providing any insurance specifically required in the performance of the Contract.

4. Consultant may count the participation of DBE trucking companies toward DBE attainment, as follows:
 - a) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
 - b) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - c) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - e) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease

ATTACHMENT A

arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

5. If the Consultant listed a non-certified 1st tier Subcontractor to perform work on this contract, and the non-certified Subcontractor subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subcontractor or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward DBE participation on the contract. If a DBE Consultant performs the installation of purchased materials and supplies they are eligible for full credit of the cost of the materials.

VII. Performance of DBE Subcontractors

DBEs must perform work or supply materials as listed in the "DBE Participation Commitment Form" specified under "*DBE Proposal Submission Requirements*" of these special provisions. Do not terminate a DBE listed Subcontractor for convenience and perform the work with your own forces or obtain materials from other sources without prior written authorization from the AUTHORITY.

The AUTHORITY grants authorization to use other forces or sources of materials for requests that show any of the following justifications (written approval from the AUTHORITY must be obtained prior to effectuating a substitution):

- A. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
- B. You stipulate a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
- C. Work requires a Consultants' license and listed DBE does not have a valid license under Consultants License Law.
- D. Listed DBE fails or refuses to perform the work or furnish the listed materials.
- E. Listed DBE's work is unsatisfactory and not in compliance with the contract.
- F. Listed DBE delays or disrupts the progress of the work.

G. Listed DBE becomes bankrupt or insolvent.

If a listed DBE Subcontractor is terminated, you must make good faith efforts to find another DBE Subcontractor to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution. The AUTHORITY does not pay for work or material unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section.

VIII. Additional DBE Subcontractors

In the event Consultant identifies additional DBE Subcontractors or suppliers not previously identified by Consultant for DBE participation under the contract, Consultant must notify the Authority by submitting "Request for Additional DBE Firm" to enable Consultant to capture all DBE participation. Consultant must also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

IX. DBE "Frauds" and "Fronts"

Only legitimate DBEs are eligible to participate as DBEs in the Authority's federally -assisted contracts. Proposers are cautioned against knowingly and willfully using "fronts." The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse or mismanagement of Federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline: (800) 424-9071; or to the following: 245 Murray Drive, Building 410, Washington, DC 20223; Telephone: (202) 406-570.

X. Consultant's Assurance Clause Regarding Non-Discrimination

In compliance with State and Federal anti-discrimination laws, the Consultant must affirm that they will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, the Consultant must affirm that they will consider, and utilize Subcontractors and vendors, in a manner consistent with non-discrimination objectives.

XI. Prompt Payment Clause

Upon receipt of payment by Authority, Consultant agrees to promptly pay each Subcontractor

ATTACHMENT A

for the satisfactory work performed under this Agreement, no later than seven (7) calendar days. Consultant agrees further to return retainage payments to each Subcontractor within thirty (30) calendar days after the Subcontractor's work is satisfactorily completed. Authority reserves the right to request the appropriate documentation from Consultant showing payment has been made to the Subcontractors. Any delay or postponement of payment from the above referenced time frames may occur only for good cause following written approval by Authority.

In accordance with 49 CFR part 26.29 "Prompt Payment Provisions" (DBE Final Rule) the Authority will elect to utilize the following method to comply with the prompt payment of retainage requirement:

Hold retainage from the Consultant and provide for prompt and regular incremental acceptances of portions of the Consultant, pay retainage to prime Consultants based on these acceptances, and require a contract clause obligating the Consultant to pay all retainage owed to the Subcontractors for satisfactory completion of the accepted work within thirty (30) days after payment to the Consultant.

Failure to comply with this provision or delay in payment without prior written approval from Authority will constitute noncompliance, which may result in appropriate administrative sanctions, including, but not limited to a withhold of two (2%) percent of the invoice amount due per month for every month that payment is not made.

These prompt payment provisions must be incorporated in all subcontract agreements issued by Consultant under this Agreement. Each subcontract must require the Subcontractor to make payments to sub-Subcontractors and suppliers in a similar manner.

XII. Administrative Remedies and Enforcement

Consultant must fully comply with the DBE contract requirements, including the Authority's DBE Program and Title 49 CFR, Part 26 "Participation of Disadvantaged Businesses in Department of Transportation Financial Assistance Programs" and ensure that all Subcontractors regardless of tier are also fully compliant. Consultant's failure to comply constitutes a material breach of contract, wherein the Authority will impose all available administrative sanctions including payment withholdings, necessary to effectuate full compliance. In instances of identified non-compliance, a Cure Notice will be issued to the Consultant identifying the DBE non-compliance matter(s) and specifying the required course of action for remedy.

The Consultant must be given ten (10) working days from the date of the Cure Notice to remedy or to (1) File a written appeal accompanied with supporting documentation and/or (2) Request a hearing with the Authority to reconsider the Authority's DBE determination. Failure to respond within the ten (10) working day period must constitute a waiver of the Consultant's right to appeal. If the Consultant files an appeal, the Authority, must issue a

written determination and/or set a hearing date within ten (10) working days of receipt of the written appeal, as applicable. A final Determination will be issued within ten (10) working days after the hearing, as applicable.

If, after review of the Consultant's appeal, the Authority decides to uphold the decision to impose DBE administrative remedies on the Consultant, the written determination must state the specific remedy(s) to be imposed.

Failure to comply with the Cure Notice and/or to remedy the identified DBE non-compliance matter(s) is a material breach of contract and is subject to administrative remedies, including, withholding at minimum of two (2%) percent of the invoice amount due per month for every month that the identified non-compliance matter(s) is not remedied. Upon satisfactory compliance the Authority will release all withholdings.

In addition to administrative remedies defined in this section, the Authority is not precluded from invoking other contractual and/or legal remedies available under federal, state or local laws.

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EXHIBIT F: MILESTONE PAYMENT SCHEDULE

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Milestone Payment Schedule

A. Payments for System Costs (Excluding Hardware, Equipment and Off-the-Shelf Software)				
Payment Number	Payment Milestone	% Paid	Cum % Paid	\$
A-1	Notice to Proceed (Mobilization)	5.00%	5.00%	\$
A-2	Baseline Project Management Plan, Baseline Implementation Schedule, Software Development Plan and Quality Assurance Plan Approved	4.00%	9.00%	\$
A-3	I-405 CSC and WIC Facility Design Inputs	2.00%	11.00%	\$
A-4	Requirements Traceability Matrix Approved	3.00%	14.00%	\$
A-5	Business Rules Approved	3.00%	17.00%	\$
A-6	System Detailed Design Document Approved	8.00%	25.00%	\$
A-7	Approval of all Remaining BOS Design, Installation, End of Agreement Transition, Training, Disaster Recovery, Business Continuity, Maintenance Plans	5.00%	30.00%	\$
A-8	CSC Operations and Facility Mobilization Plan, Staffing and Human Resources Plan, Reporting and Reconciliation Plan and SOPs Approved	4.00%	34.00%	\$
A-9	Master Test Plan Approved	4.00%	38.00%	\$
A-10	All Manuals and Third-Party Documentation	2.00%	40.00%	
A-11	Software Walkthrough and Update of RTM Approved	4.00%	44.00%	\$
A-12	Unit Testing Approved	4.00%	48.00%	\$
A-13	System Integration Testing Approved	4.00%	52.00%	\$
A-14	User Acceptance Testing Approved	5.00%	57.00%	\$
A-15	Approval of all Training Plans Materials and Manuals	3.00%	60.00%	\$
A-16	Training Completed	3.00%	63.00%	\$
A-17	Achieve Commencement or Ramp-up/Customer Services	3.00%	66.00%	\$
A-18	Onsite Installation and Commissioning Testing (includes updated SDDD, traceability matrix and business rules documents), and Go-Live Testing Approved	5.00%	71.00%	\$
A-19	Acceptance of Operational Readiness Demonstration	4.00%	75.00%	\$
A-20	Go-Live	10.00%	85.00%	\$
A-21	Operational and Acceptance Testing Approved	10.00%	95.00%	\$
A-22	BOS Acceptance	5.00%	100.00%	\$

B. Payments for Hardware, Equipment and Off-the-Shelf Software				
Payment Number	Payment Milestone	% Paid	Cum.% Paid	\$
B-1	Ordering Approved by Agencies and Verified	10.00%	10.00%	\$
B-2	Verified Received	45.00%	55.00%	\$
B-3	Verified Installed in Final Configuration and Location	45.00%	100.00%	\$

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EXHIBIT G: LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL
SPECIFICATIONS

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LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during the course of this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of public and workers.

G. INJURY AND ILLNESS PREVENTION PLAN

The Contractor shall submit to the Authority, a copy of their company Injury and Illness Prevention Plan (IIPP) in accordance with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors.

H. Contractor shall provide a copy of the Policy or Program of Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act.

1.2 HEAT ILLNESS PREVENTION PROGRAM

A. Contractor shall provide a copy of their company Heat Illness Prevention Program in accordance with CCR Title 8, Section 3395, Heat Illness Prevention.

1.3 HAZARD COMMUNICATION

A. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of MSDS for all applicable products used, if any.

B. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

C. The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements.

1.4 INCIDENT NOTIFICATION AND INVESTIGATION

A. The Authority shall be promptly notified of any of the following types of incidents:

1. Damage to Authority property (or incidents involving third party property damage);
2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
3. Incidents impacting the environment, i.e. spills or releases on Authority property.

B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An immediate verbal notice followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.

C. A final written incident investigative report shall be submitted within seven (7) calendar days, and include the following information. The current status of anyone injured, photos of the incident area, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy

of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.6 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 14050 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. OCTA Yard Safety Rules

END OF SECTION

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FORM A: OFFEROR'S QUESTIONS FORM

Offeror Name:

Offeror's Questions Form

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

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FORM B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the OCTA or any of its affiliated agencies. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

**ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

RFP Number: _____ RFP Title: _____

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed Subcontractors and/or agent/lobbyist? Yes _____ No _____

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- The Prime Contractor Yes _____ No _____
- Subcontractor Yes _____ No _____
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes _____ No _____

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Identify the Board Member(s) to whom you, your Subcontractors, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

_____ Board of Directors

Steve Jones, Chairman

Andrew Do, Vice Chairman

Lisa A. Bartlett, Director

Doug Chaffee, Director

Laurie Davies, Director

Barbara Delgleize, Director

Michael Hennessey, Director

Gene Hernandez, Director

Joseph Muller, Director

Mark A. Murphy, Director

Richard Murphy, Director

Miguel Pulido, Director

Tim Shaw, Director

Harry S. Sidhu, Director

Michelle Steel, Director

Donald P. Wagner, Director

Greg Winterbottom, Director

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FORM C: STATUS OF PAST AND PRESENT CONTRACTS

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STATUS OF PAST AND PRESENT CONTRACTS

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact Name:	Phone:
Project Award Date:	Original Contract Value:
Term of Contract:	
(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:	
(2) Summary and Status of contract:	
(3) Summary and Status of action identified in (1):	
(4) Reason for termination, if applicable:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Name

Date

Title

FORM D: DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
REQUIREMENTS AND FORMS

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**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
REQUIREMENTS**

1.0 DBE Goal

To assist Offerors in ascertaining DBE availability based on the specific items of work associated with this procurement, the Authority has determined that DBEs are ready, willing and able to compete for subcontracting opportunities on this project. The DBE Goal for this contract is **3%**.

2.0 DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (“U.S. DOT”), the Orange County Transportation Authority (“Authority”) has adopted a Disadvantaged Business Enterprise (“DBE”) Policy and Program, in conformance with Title 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.” The contract is subject to the following stipulated regulations. Pursuant to the intent of these Regulations, it is the policy of the Authority to fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in Authority’s U.S. DOT-assisted contracts and subcontracts. The Authority is firmly committed to its DBE Program objectives, which are designed to:

- 2.1 Ensure non-discrimination in the award and administration of Authority’s U.S. DOT-assisted contracts.
- 2.2 Create a level playing field on which DBEs can compete fairly for the Authority’s U.S. DOT-assisted contracts.
- 2.3 Ensure that the DBE Program and Overall Goal are narrowly tailored in accordance with applicable law.
- 2.4 Ensure that only firms that meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs in the Authority’s DBE program.
- 2.5 Help remove barriers which impede the participation of DBEs in the Authority’s U.S. DOT-assisted contracts.
- 2.6 Promote the use of DBEs in all types of U.S. DOT-assisted agreements and procurement activities conducted by the Authority.
- 2.7 Provide training and other assistance through our resource partners to address capital, bonding and insurance needs.

- 2.8 Assist in the development of DBE firms that can compete successfully in the marketplace outside the DBE Program; and
- 2.9 Establish and provide opportunities for DBEs by providing flexibility in the implementation of the Authority's DBE Program.

Offerors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Any terms used in this section that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the Authority's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations shall prevail.

Race-Neutral/Race-Conscious DBE Program Measures

The Authority will utilize both race-neutral and race-conscious means to meet its overall DBE Program goal.

Race-neutral measures include, but are not limited to, conducting outreach, training, providing other resource assistance and assessing proposal delivery schedules to ensure that DBEs interested in proposing for U.S. DOT-assisted solicitations are provided. Additional Authority Race-Neutral measures include ensuring that DBEs and other small business are afforded ample opportunity to participate in the Authority's U.S. DOT-assisted solicitations by unbundling large contracts to make them more accessible to small businesses and requiring or encouraging prime consultants to subcontract portions of work that they might, otherwise, perform with their own work forces. Race-neutral participation also includes any time a DBE obtains a Prime Contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal.

In conjunction with the race-neutral measures listed above, the Authority will implement race-conscious measures through the use of contract goals and good faith efforts. When a contract-specific goal is assigned to a project, Offerors must demonstrate responsiveness by committing to meet the DBE goal or documenting a bona fide good faith effort to do so, as a condition of award. Contract-specific goals are specifically targeted at DBEs certified through the California Unified Certification Program ("CUCP").

3.0 Definitions

The following definitions apply to the terms as used in these provisions:

- 3.1 **"Disadvantaged Business Enterprise (DBE)"** means a for-profit small business concern: (a) which is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 3.2 **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
- 3.3 **"Socially and Economically Disadvantaged Individuals"** means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
- 3.3.1 Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
- 3.3.2 Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
- 3.3.2.1 "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
- 3.3.2.2 "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- 3.3.2.3 "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;

- 3.3.2.4 "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- 3.3.2.5 "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- 3.3.2.6 Women; and
- 3.3.2.7 Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- 3.3.3 Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
- 3.4 **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals;" and (b) whose management and daily business operations are controlled by one or more such individuals.
- 3.5 **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
- 3.6 **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- 3.7 **"Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE, and that attempts to participate in a U.S. DOT-assisted

program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31. The Authority may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise violates applicable Federal statutes.

3.8 "Other Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or the Authority to meet the social and economic disadvantage criteria described below.

3.8.1 Social Disadvantage

3.8.1.1 The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.

3.8.1.2 The individual must demonstrate that he/she has personally suffered social disadvantage.

3.8.1.3 The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.

3.8.1.4 The individual's social disadvantage must be chronic, longstanding and substantial; not fleeting or insignificant.

3.8.1.5 The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.

3.8.1.6 A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

3.8.2 Economic Disadvantage

3.8.2.1 The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.

3.8.2.2 The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

4.0 DBE Proposal Submission Requirements

Offeror must complete and submit the following DBE Form D-1 with their proposal:

- DBE Participation Commitment Form
 - Written Confirmation (required from each proposed DBE firm listed on the DBE Participation Commitment Form)

Offeror must complete and submit the following DBE Form D-2 to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date:

- DBE Information - Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the DBE Participation Commitment Form)
- Bidders List

Required Forms	Submission
DBE Participation Commitment Form D-1	Required at time of Proposal
Written Confirmation (for each DBE firm listed on the DBE Participation Commitment Form)	Required at time of Proposal
DBE Information – Good Faith Efforts Form D-2	Required no later than 4:00 p.m. on the 2 nd business day after the Proposal due date
Bidders List Form D-3	Required no later than 4:00 p.m. on the 2 nd business day after the Proposal due date

4.1 “DBE Participation Commitment Form” (Form D-1) required at time of Proposal. The Offeror is to provide the following information for each DBE that will participate in the contract:

- 4.1.1 The complete name and address of each DBE who will participate in the contract;
- 4.1.2 Valid DBE Certification ID to confirm eligibility status through the CUCP, in conformance with 49 CFR Part 26;
- 4.1.3 A description of the work that each DBE will perform or provide;
- 4.1.4 The dollar amount of the work to be performed or provided by the DBE;
- 4.1.5 The dollar amount of the work eligible to be credited for each DBE towards the DBE goal (should not include lower-tier participation and should account for the type of work to be performed);
- 4.1.6 The Offeror shall also submit, for each DBE to perform under this Agreement, a written confirmation signed and dated from each DBE listed, acknowledging that the DBE is participating in the contract for the specified dollar value and scope of work listed on the DBE Participation Commitment Form. A signed quote or proposal from the DBE firm can be used in lieu of the written confirmation; however, the dollar amount and scope(s) in the quote/proposal, and the amount and scope reflected on the DBE Participation Commitment Form must match identically.

4.2 “DBE Information - Good Faith Efforts” (Form D-2)

To be a responsible and responsive Offeror, the Offeror must make good faith efforts to meet the goal. The Offeror can meet this requirement in two ways. (i) the Offeror can meet the goal by documenting commitments for participation by DBE firms sufficient for this purpose; or (ii) the Offeror can demonstrate that he/she took all necessary and reasonable steps to achieve the DBE goal or other requirement of this part, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

If the Offeror did not meet or obtain enough DBE participation to meet the DBE goal, the Offeror must complete and submit the “DBE Information – Good Faith Efforts,” form demonstrating that the Offeror made adequate good faith efforts to meet the goal.

If the Offeror has met the DBE goal based on the participation of DBEs listed on the Offeror’s “DBE Participation Commitment Form,” it is at the Offeror’s discretion (i.e. this is not mandatory) to submit “DBE Information – Good Faith Efforts,” form. However, the submission of good faith efforts documentation can protect the Offeror’s eligibility for award of the contract if the Authority determines that the Offeror failed to meet the goal for various reasons (e.g. a DBE firm was not certified at proposal submission or the Offeror made a mathematical error). Submittal of only the “DBE Information – Good Faith Efforts,” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made; therefore, the Offeror is encouraged to attach additional information and supporting documents as necessary.

Good Faith Efforts documentation must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the Proposal due date.

For further guidance, refer to instructions on Form D-2 “DBE Information – Good Faith Efforts,” form and the United States Department of Transportation’s (“U.S. DOT”) DBE Program, Appendix A of Title 49 CFR Part 26 - “Guidance Concerning Good Faith Efforts,” and the DBE Section of the Authority’s Pre-Proposal Power Point.

4.3 “Bidders List” (Form D-3)

The Authority is required by Regulations to create and maintain a “Bidders List,” of all firms proposing or quoting on the Authority’s U.S. DOT-assisted contracts for use in calculating the Authority’s DBE goal(s). Offerors are required to complete and submit the requested information listed on the “Bidders List” form, for all firms (DBE[s] and non-DBE[s]) who submitted a bid, proposal or quote, including firms who were contracted by the prime Offeror.

The “Bidders List” must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the Proposal due date.

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DBE PARTICIPATION COMMITMENT FORM

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL AS A
CONDITION OF DBE RESPONSIVENESS**

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

Offeror to Complete this Section

- 1. RFP No.: _____
- 2. Project Name/Description: _____
- 3. Prime Offeror Name: _____
- 4. Contract DBE Goal %: _____
- 5. Offeror's Total Bid Price _____
(If applicable)

Required DBE Commitment Information

6. DBE Firm (Name and Address)	7. DBE Certification Number	8. Description of Scope of Services/Work	9. Dollar Value (\$) or Percent (%) of Participation	10. Dollar Value (\$) or Percent (%) of Eligible DBE Participation/Commitment

Note: As a condition of responsiveness, the Offeror is required to submit with the Proposal a written confirmation signed and dated from each DBE listed in Column 6 acknowledging that the DBE is participating in the contract for the specified dollar value (\$) or percent (%) and scope of work.

A quote or proposal from the DBE firm can serve in lieu of the written confirmation; however, the dollar and/or percentage amount in the written confirmation or quote/proposal and the amount shown on this form MUST match identically.

11. Total Dollar Value (\$) or Percent (%) of Eligible DBE Participation:

\$ _____

12. Eligible DBE Participation Represented as a Percentage (%) of Offeror's Total Proposal Price

_____ %

Offeror Assurance: The Offeror certifies that information on this form is complete and accurate, that it has verified the listed DBE(s) certification status and is only crediting eligible DBE participation towards meeting the contract DBE goal.

13. Preparer's Name (Print) _____

14. Preparer's Signature _____

15. Preparer's Title _____

16. Date _____

() _____
17. Telephone No.

18. Email Address _____

INSTRUCTIONS - DBE Participation Commitment Form

Offeror is required to ensure all information is complete and accurate:

1. **RFP No.** - Enter the RFP Number.
2. **Project Name/Description** - Enter the name and/or description of the project.
3. **Prime Offeror Name** - Enter the Offeror's firm name.
4. **Contract DBE Goal %** - Enter the contract DBE goal percentage.
5. **Offeror's Total Proposal Price** - Enter the Offeror's total proposal price.
6. **DBE Firm** - Enter name and address of the proposed DBE firm. Identify all DBE firms being claimed for credit, regardless of tier.
7. **DBE Certification Number** - Enter the DBE's certification identification number. All DBEs must have a valid DBE certification at time of proposal due date.
8. **Description of Scope of Services/Work** - Enter the scope of services/work for each DBE firm listed to participate on this contract.
9. **Dollar Value (\$) or Percent (%) of Participation** - Enter the total dollar value or percent of participation for each listed DBE firm.
10. **Dollar Value (\$) or Percent (%) of Eligible DBE Participation/Commitment** - Enter the dollar value or percent of participation eligible to count towards meeting the contract DBE goal. This value should exclude work performed by lower tier s and account for the DBE's capacity based on their certification type in conformance with the DBE crediting provisions set forth in Title 49 CFR Part 26.55.
11. **Total Dollar Value (\$) of Eligible DBE Participation** - Enter the sum of all eligible participation listed in column 10.
12. **Eligible DBE Participation Represented as a Percentage (%) of Offeror's Total Price** - Enter the corresponding percentage of the total eligible DBE participation that the Offeror is counting towards the Offeror's DBE goal commitment (Formula: Item (11) Total Dollar Value (\$) of Eligible DBE Participation / Item (5) Offeror's Total Price = Offeror's DBE Goal Commitment Percent (%). If percent (%) is used in lieu of dollar value (\$) for Item (11), then Item (12) should equal percent listed in Item 11).
13. **Preparer's Name (Print)** - Clearly enter the name of the authorized person preparing the form on behalf of the Offeror.
14. **Preparer's Signature** - Authorized person's signature.
15. **Preparer's Title** - Enter the position/title of the authorized person signing the form on behalf of the Offeror.
16. **Date** - Enter the date the form is signed.
17. **Telephone No.** - Enter the area code and telephone number of the authorized person signing the form on behalf of the Offeror.
18. **Email Address** - Enter the email address of the authorized person signing the form on behalf of the Offeror.

NOTE: A firm is only eligible to count towards DBE participation in the NAICS codes contained within its California Unified Certification Program (CUCP) DBE Profile. Offerors are to verify that listed subconsultants contain DBE certification in the NAICS codes relevant to the scope they are being listed to perform.



DBE INFORMATION - GOOD FAITH EFFORTS

RFP No: _____ Proposal Due Date _____

The Orange County Transportation Authority (Authority) established a Disadvantaged Business Enterprise (DBE) goal of three percent (3%) for this contract. The information provided herein shows that a good faith effort was made by _____(Offeror).

Offeror shall submit the following information to document adequate good faith efforts to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's proposal due date, or as otherwise specified in the solicitation. Offeror should submit the following information even if the "DBE Participation Commitment Form" indicates that the Offeror has met the DBE goal. This will protect the Offeror's eligibility for award of the contract if Authority determines that the Offeror failed to meet the goal for various reasons, e.g., a DBE firm was not certified at proposal submission, or the Offeror made a mathematical error.

Submittal of only the form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following good faith efforts items (A through H) shall be minimally performed prior to proposal submission. Offeror to complete the following items in sufficient detail to effectively demonstrate that good faith efforts were undertaken to meet the established DBE goal:

- A. Items of Work the Offeror Made Available to DBE Firms; a description of work items and approximate dollar amounts made available to DBE firms by the Offeror, value of work items as a percentage of total contract work, breakdown of larger scopes of contract work (including those items normally performed by the Offeror with its own forces) into economically feasible units to facilitate DBE participation sufficient to meet the DBE contract goal. It is the Offeror's responsibility to demonstrate that sufficient work was made available to facilitate DBE participation as follows (Provide documents that sufficiently evidence the efforts detailed below):

Description of Work Item	Offeror Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount (\$)	Percentage of Contract

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FORM D-2**

- B. Solicitation Effort Documentation; the names and dates of written notices sent to certified DBEs soliciting proposals for this project and the dates and methods used to following up initial solicitations to determine with certainty whether the DBEs were interested (attach all copies of solicitation, telephone records, fax confirmations, email communications, etc.), amount of DBEs to repond, documentation to demonstrate the DBE firms were provided information about the contract (location of project, contract number, proposal due date, items of work made available and contact information) in the Request for Proposal from the Offeror, the Offeror solicited through all reasonable means (e.g. attendance at pre-proposal meetings, advertising and written notices) the interest of all certified DBEs who have the capability to perform the work of the contract, Offeror to provide proof of aforementioned items, and DBEs in the market area for the work identified in 'Item A' as follows:

DBE Firm	Contact Name/Title	Method of Solicitation	Date of Initial Solicitation	Date of Follow-Up Solicitation	Response/ Interested in Proposing

(Note: Solicitations should occur at a minimum no later than 14 calendar days prior to the Authority's proposal due date and follow up to the solicitation should allow DBE firms reasonable time to respond). DBE firms solicited must be advised if the original proposal date has been extended.

- C. Rejected DBE Proposal Documentation; the names, addresses, phone numbers, and amount of rejected DBE firms, the reasons for the Offeror's rejection of the DBE firms, the firms selected and accepted for that work (attach all copies of quotes from the firms involved inclusive of a detailed cost breakdown if opted to self-perform work) and the price (rates) difference for each DBE if the selected firms is not a DBE, include an explanation of quote(s) rejected.
- D. Publication Efforts Made to Advertise the Projects to Solicit DBE Participation; names and dates of each publication in which a request for DBE participation for this project was placed by the Offeror (attach copies of advertisements or proof of publications). Publications should be placed at a minimum 14 calendar days before the Authority's proposal due date. If RFP due date is extended, Offeror is to re-advertise new proposal due date.

Publications	Type of Publication (Trade/General/Minority/Focus)	Dates of Advertisement	Duration of Advertisement	Readvertisement (Proposal-Due Date Extension)

- E. Agencies, Organizations, or Groups Contacted to Provide Assistance in Contracting, Recruiting, and Using DBEs; the names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (Attach copies of requests to agencies, responses received and efforts made by the Offeror in response).

F. Efforts to Provide Information About the Plans, Specifications, and Contract Requirements; efforts made to assist interested DBEs in obtaining necessary materials, or related assistance or services, Offeror to provide evidence of effort.

G. Assistance with Lines of Credit, Insurance, and/or other Services; 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, Offeror to provide a list of any assistance provided to DBEs:

H. Additional Data to Support a Demonstration of Good Faith Efforts; in determining whether a Offeror made adequate good faith efforts, the Authority will take into account the performance of other Offerors in meeting the DBE contract goal. Attach any additional information to support demonstration of good faith in this section:

NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS.



Bidders List

The Department of Transportation requires the Authority to create and maintain a "Bidders List" containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the Authority's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Offeror is to complete all requested information for every firm who submitted a bid, proposal or quote, including the primary Offeror, and submit this information to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's proposal due date, or as otherwise specified in the solicitation. The Authority will utilize this information to assist in the Authority's DBE goal-setting process.

Prime Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Prime Offeror:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.

Subconsultant Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.

Subconsultant Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____ yrs.
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____ yrs.

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Name:							<input type="checkbox"/> Less than \$1 <u>million</u>
Contact Name:							<input type="checkbox"/> Less than \$5 <u>million</u>
Address:							<input type="checkbox"/> Less than \$10 <u>million</u>
							<input type="checkbox"/> Less than \$15 <u>million</u>
							<input type="checkbox"/> More than \$15 <u>million</u>
							Age of Firm: _____yrs.

NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS TO THE BIDDERS LIST REQUIREMENTS.

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CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section			
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____	11. TOTAL CLAIMED DBE PARTICIPATION		_____ %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
_____ 21. Local Agency Representative's Signature	_____ 22. Date	_____ 12. Preparer's Signature	_____ 13. Date
_____ 23. Local Agency Representative's Name	_____ 24. Phone	_____ 14. Preparer's Name	_____ 15. Phone
_____ 25. Local Agency Representative's Title	_____ 16. Preparer's Title		

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

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

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime 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.
8. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. **Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

17. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
18. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
19. **Proposed Contract Execution Date** - Enter the proposed contract execution date.
20. **Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
21. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
22. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
23. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
24. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
25. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____	14. TOTAL CLAIMED DBE PARTICIPATION		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
23. Local Agency Representative's Signature _____	24. Date _____	15. Preparer's Signature _____	16. Date _____
25. Local Agency Representative's Name _____	26. Phone _____	17. Preparer's Name _____	18. Phone _____
27. Local Agency Representative's Title _____		19. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime 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.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. 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. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

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

**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	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.

July 1, 2012 LPP 09-02

DRAFT



MONTHLY DBE SUBCONTRACTOR COMMITMENT AND ATTAINMENT REPORT SUMMARY AND PAYMENT VERIFICATION (Form 103)

Reporting Period (month): _____, 20__

Contract Number:	Form 103 Report No.:	Report prepared by:
Contract Award Date:	Original Contract Award Amount:	Title:
Prime Name:	Prime Current Contract Value: [B]	Report reviewed by:
Address:	% of Project Complete:	Signature:
	[D] divided by [B]	Title:
	Total Paid to Prime this Month:	
	Total Paid to Prime to Date [D]	Prime's Current DBE Attainment (A/B):
Telephone No.:	Total Paid to DBEs this Month:	(Total Dollars Paid to DBEs divided by Prime Current Contract Value)
Contract DBE Goal (Prime Commitment at Award):	Total Paid to DBEs to Date: [A]	Prime's Current DBE Commitment (C/B):
Original Project Goal:	Date of Last Progress Payment:	(Total DBE Current Eligible Subcontract Value divided by Prime Current Contract Value)

1	2	3	4	5	6	7	8	9	10	11	12	13	14	
SUBCONTRACTOR	Type of Work Performed (Scope)	Original \$ Amount Committed at Award	\$ +/- Resulting from Change Order Activity	\$ Amount of Current Commitment	\$ Amount of Eligible DBE Participation Claimed	\$ Amount Paid to DBE this month	\$ Amount paid to lower Tier(s) of DBE this month	Eligible \$ Amount Paid to DBE this month = (Column 7 minus Column 8) x DBE Capacity	\$ Amount paid to DBE to Date	\$ Amount paid to lower Tier(s) of DBE to Date	Eligible \$ Amount Paid to DBE to Date minus Payments to lower Tier(s)	% of Retention Withheld	% of Work Complete	Notes/ Comments
	Applicable Naics Code(s)													
Name: _____ Address: _____ City, State, Zip Code: _____ Telephone Number: _____ TYPE: Subcontractor ___ Broker ___ Supplier: Regular Dealer ___ or Manufacturer ___ CERTIFICATION(s): () SB () DBE () DVBE () M Certification #: _____ Verification of Payment Attached: YES NO Anticipated Commencement of Work Date: _____		\$ -	\$ -	\$ -	\$ -	\$ -	DBE: \$ - NON DBE: \$ -	\$ -	\$ -	DBE: \$ - NON DBE: \$ -	\$ -	0%	#DIV/0!	
Name: _____ Address: _____ City, State, Zip Code: _____ Telephone Number: _____ TYPE: Subcontractor ___ Broker ___ Supplier: Regular Dealer ___ or Manufacturer ___ CERTIFICATION(s): () SB () DBE () DVBE () M Certification #: _____ Verification of Payment Attached: YES NO Anticipated Commencement of Work Date: _____		\$ -	\$ -	\$ -	\$ -	\$ -	DBE: \$ - NON DBE: \$ -	\$ -	\$ -	DBE: \$ - NON DBE: \$ -	\$ -	0%	#DIV/0!	

RFP 0-2352 X-YYYY
FORM D-7

Name:									DBE:				DBE:					
Address:									\$ -				\$ -					
City, State, Zip Code:																		
Telephone Number:																		
TYPE: Subcontractor ___ Broker ___																		
Supplier: Regular Dealer ___ or Manufacturer ___									NON DBE:				NON DBE:					
CERTIFICATION(s): <input type="checkbox"/> SB <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> M Certification #:																		
Verification of Payment Attached: <input type="checkbox"/> YES <input type="checkbox"/> NO									\$ -				\$ -					
Anticipated Commencement of Work Date:																		

[C]																		
DBE Total(s):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	#DIV/0!	

COMMENTS/ISSUES:

* Eligible amount claimed is based on applicable crediting provisions, DBE Current contract value (excluding amounts subcontracted to lower-tiers) multiplied by capacity of work performed by listed DBE (CUF).

Authorized Binding Name:																		
Authorized Binding Title:																		
Authorized Binding Signature:																		

If necessary, this form can be duplicated and/or modified; however, it must contain all requested data fields. DBE Monthly Form R3

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ORANGE COUNTY TRANSPORTATION AUTHORITY

REQUEST FOR DBE SUBCONTRACTOR/SUPPLIER SUBSTITUTION

Substitution of subcontractors shall be in accordance with the Contract Specifications. If a listed or approved DBE Subcontractor is unable to perform the work in accordance with the Contract Specifications, the Prime Contractor shall replace the Subcontractor with another DBE Subcontractor, or make good faith efforts to do so in accordance with the Contract Specifications. Such request for substitution is subject to approval by the Authority.

Project No.:	Project Name:
Prime Contractor:	
Business Address:	
Please Provide the Following Information for the Listed or Approved DBE Subcontractor:	
Subcontractor Name:	DBE Certification No:
Address:	
Contact Person:	Phone:
Email Address:	
Description of work:	
Original Contract Value:	Current Contract Value:
Reason for Substitution:	
Prime Contractor to select either Option A or B to meet substitution requirements:	

ρ A. Please provide the following information if Contractor elects to substitute a DBE subcontractor with another DBE subcontractor.

Subcontractor Name:	DBE Certification No:
---------------------	-----------------------

Address:	
Contact Person:	Phone:
Description of work:	
Bid Item Number(s):	Proposed Subcontractor Bid Amount:

B. Please provide Good Faith Efforts undertaken to replace the originally proposed DBE subcontractor with another DBE subcontractor by attaching supporting documentation.

I certify under penalty of perjury that the above information is complete and correct.

Contract Representative Signature	Title
Business Phone Number	Date

CONCURRENCE BY ORIGINALLY PROPOSED DBE FIRM:

Signature	Title
Print Name	Date

AUTHORITY APPROVAL:

Date Request Received: _____

Date Letter Sent to Original DBE Subcontractor: _____

Authority's Approval of Request for Substitution? Yes No

If no, please state reason:

Reviewed by: _____ Date: _____

FORM E: CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

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CERTIFICATION
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

A. DEFINITIONS

1. Authority, as used in this clause, means the Orange County Transportation Authority, acting on behalf of the Orange County Transit District.
2. Covered Federal action, as used in this clause, means any of the following Federal actions:
 - a. The awarding of any Federal contract.
 - b. The making of any Federal grant.
 - c. The making of any Federal loan.
 - d. The entering into of any cooperative agreement.
 - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 450b of the Indian self-determination and Education Assistance Act (25 U.S.C. 450) and include Alaskan Natives.
4. Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.
5. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
6. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
 - a. An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.

- b. A member of the uniformed services, as defined in the subsection 101(3), Title 37, United States Code.
 - c. A special Government employee, as defined in Section 202, Title 18, United States Code.
 - d. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix section 3.
7. Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
8. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
9. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
10. Recipient, as used in this clause, includes the CONSULTANT and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
11. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
12. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

B. PROHIBITIONS

1. Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from using appropriated funds to pay 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 any of the following covered Federal actions: 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; or, the modification of any Federal contract, grant, loan, or cooperative agreement.
2. The Act also requires consultant to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 a Federal contract, grant, loan or cooperative agreement.
3. The prohibitions of the Act do not apply under the following conditions:
 - a. Agency and legislative liaison by own employees.
 - (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (2) For purposes of paragraph C.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
 - (3) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:

Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities.

Technical discussions and other activities regarding the application of adaptation of the person's products or services for an agency's use.

- (4) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

- (5) Only those services expressly authorized by paragraph C.3.a.(1) of this clause are permitted under this clause.

b. Professional and technical services

- (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of:

A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as condition for receiving that Federal action.

Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than

officers or employees of a person requesting or receiving a covered Federal action include contractors and trade associations.

- (2) For purposes of paragraph C.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.
- (3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (4) Only those services expressly authorized by paragraph C.3.a.(1) and (2) of this clause are permitted under this clause.
- (5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

- (1) The consultant who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or had agreed to made any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.
- (2) The consultant shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:
A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (3) The consultant shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime consultant. The prime consultant shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding consultant.

d. Agreement

The consultant agrees not to make any payment prohibited by this clause.

e. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (2) Consultants may relay without liability on the representation made by their subcontractors in the certification and disclosure forms.

f. Cost Allowability:

Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provisions.

DRAFT

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf (name of offeror) of

_____ that:
(Firm name)

1. No Federal appropriated funds have been 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 making lobbying contacts to 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 the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors 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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. 3801, et seq. apply to this certification and disclosure, if any.

Executed this _____ day of _____, 201_____

By _____
(Signature of authorized official)

(Title of authorized official)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material changes For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) SF - LLL - A if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other specify: _____	
12. Forum of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contracted for Payment indicated in Item, 11: (attach Continuation Sheet(s) SF-LLL-A if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by Code 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.	Signature: _____ Print name: _____ Title: _____ Telephone No: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL

FORM E**INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING
ACTIVITIES**

This DISCLOSURE FORMS SHALL BE COMPLETED BY the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1.I identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2.I identify the status of the covered Federal action.
- 3.I identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4.E nter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5.I f the organization filing the report in item 4 checks "Subawardee" then enter the full name, address city, state, and zip code of the prime Federal recipient. Include Congressional District.
- 6.E nter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United State Coast Guard.
- 7.E nter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8.E nter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE-90-001."
- 9.F or a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10.(a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11.E nter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 12.C heck the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 13.C heck the appropriate box (es). Check all boxes that apply. If other, specify nature.
- 14.P rovide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 15.C heck whether or not a SF-LLL-A Continuation Sheet(s) is attached.
- 16.T he certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0446), Washington, D.C. 20503.

Approved by
OMB
003480045

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

DRAFT

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FORM F: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

DRAFT

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS FORM

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority' technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit B) and Proposed Agreement (Exhibit E). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the Proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No.: _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No. _____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

FORM G: SURETY COMMITMENT LETTER

DRAFT

SURETY COMMITMENT LETTER

TO: Orange County Transportation Authority

We have reviewed the Proposal of _____
(Offeror)

(Address)

for the [RFP Title] for which Proposals will be received on: _____ (Proposal Due Date) and wish to advise that should this Proposal of the Offeror be accepted and the Contract awarded to, such Offeror, this company agrees to become the Surety and provide the Payment and Performance Bonds required by the Contract for both the Implementation and Operations and Maintenance Phases. Such Bonds will be in the amounts identified in the Price Proposal, and referenced in Agreement, Article 13, Bonds, with terms of the Bonds as also provided in that article.

We are duly authorized to do business in the State of California

Surety Company/Address:

(Authorized Signature)

ATTEST:

[Attach Power of Attorney]

(Corporate Seal, if any. If no seal, write "No Seal" across this place and sign.)

DRAFT

FORM H: ESCROW AGREEMENT

FORM H
FORM OF INTELLECTUAL PROPERTY ESCROW AGREEMENT

Account Number _____

This Intellectual Property Escrow Agreement ("Escrow Agreement") is effective _____, 201_ among _____, a _____ corporation ("Escrow Agent"), _____, a _____ corporation ("Depositor"), and the Orange County Transportation Authority and, public entity of the State of California ("OCTA") together referred to as ("Authority"), who collectively may be referred to in this Escrow Agreement as the parties ("Parties").

A. Depositor and Authority have entered or will enter into an agreement for Back Office System and Customer Services Center Operations Services for the 405 Express Lanes in Orange County, California (the "AGREEMENT"). Unless the context otherwise requires, capitalized terms used in this Escrow Agreement have the meanings given in the AGREEMENT.

B. Under the AGREEMENT, Depositor has granted Authority licenses to use certain intellectual property, software and supporting materials, and Depositor will from time to time modify, add to, refine, substitute, revise, enhance, update, revise, upgrade and/or correct such software and supporting materials and will submit these updated software development documents on an ongoing basis as soon as reasonably practicable, but in no event more than 30 Calendar Days from the date of such updates. An initial deposit shall be made by Depositor within 60 Calendar Days of the AGREEMENT's Effective Date if requested by Authority. Additional deposits shall be made within 10 Calendar Days of Go-Live and BOS Acceptance. Depositor shall make deposits of the complete set of IP Materials current at the time of deposit at least semi-annually if no deposits provided above have occurred within the relevant preceding six-month period.

C. Depositor has agreed in the AGREEMENT to deposit into escrow with Escrow Agent the Intellectual Property and IP Materials including, without limitation, related documentation of Software required to be delivered as part of the AGREEMENT, including Software Source Code in ASCII format, on industry standard media and source code listings in human readable form of the Software as well as paper and electronic copies of the functional specifications and design specifications, code and documentation for tests used by Depositor to verify Software behavior, and user and technical documentation (all of which, together with modifications, additions, enhancements, updates, revisions, upgrades and corrections thereto and thereof, and all other supplementary deposits under Section 1.1 below, being collectively referred to in this Escrow Agreement as the "Software Source Code").

D. Depositor and/or its Software suppliers desire to avoid disclosure and release of the Software Source Code except under certain limited circumstances.

E. The availability of the IP Materials (including without limitation Software Source Code) to Authority is critical to Authority' business and, therefore, Authority need access to the IP Materials certain limited circumstances.

F. Depositor and Authority desire to establish an escrow with Escrow Agent to provide for the retention, administration and controlled access of the IP Materials.

G. Escrow Agent has consented to act as Escrow Agent and to receive and hold the current version and any future versions of the IP Materials.

H. The parties desire this Escrow Agreement to be supplementary to the AGREEMENT pursuant to 11 United States Bankruptcy Code, Section 365(n)(1)(B).

NOW, THEREFORE, Depositor and Authority hereby engage Escrow Agent to serve as Escrow Agent for the Intellectual Property and IP Materials, Escrow Agent hereby accepts such engagement, and

the Parties hereby agree to the establishment and administration of an escrow for the IP Materials, on the following terms and conditions.

SOURCE CODE ESCROW AGREEMENT

SECTION 1. DEPOSITS

1.1. Obligation to Make Deposits.

(a) Immediately upon execution of this Escrow Agreement, Depositor shall deposit IP Materials that consist of Pre-Existing Contractor Intellectual Property and Third Party Intellectual Property to be used in connection with the Toll Services with Escrow Agent.

(b) Depositor will submit updated Software development documents on an ongoing basis as soon as reasonably practicable, but in no event more than 30 Calendar Days from the date of such updates. Notwithstanding the foregoing, additional deposits shall be made within 10 Calendar Days of Go-Live and BOS Acceptance. Depositor shall make deposits of the complete set of IP Materials current at the time of deposit at least semi-annually if no deposits provided above have occurred within the relevant preceding six-month period.

(c) If during any calendar month after the date a Notice of BOS Acceptance is issued by Authority, Depositor completes and installs in or for the BOS Work any modification, addition, Enhancement, Update, revision, Upgrade or correction of or to any of the escrowed Software Source Code, it shall deposit with Escrow Agent, as soon as reasonably practicable and in no event more than 30 Calendar Days from the date of such updates, each such modification, addition, Enhancement, Update, revision, Upgrade and correction, and a modified Attachment A identifying the same. Similarly, if Depositor identifies any additional Intellectual Property or IP Materials to be deposited pursuant to Article 26 of the AGREEMENT, it shall deposit same with Escrow Agent, along with a modified Attachment A identifying the same as soon as reasonably practicable, but in no event more than 30 Calendar Days from the date of such identification.

(d) Each deposit under subsection (d) above shall be added to the existing deposit. Each deposit under subsections (b) or (c) above shall be listed on a modified Attachment A and Depositor shall sign each modified Attachment A. Attachment A and each modified Attachment A shall be held and maintained separately within the escrow account. Escrow Agent shall create an independent record which documents the activity for Attachment A and each modified Attachment A. The processing of all deposits under this Section 1.1 shall be in accordance with Sections 1.2 through 1.6 below.

(e) Notwithstanding any other provision of this Escrow Agreement, Depositor shall have no obligation to deposit with the Escrow Agent any Software Source Code for Off-the-Shelf Software, subject however, to the provisions of Article 26 of the AGREEMENT.

1.2. Identification of Tangible Media. Prior to each delivery of the IP Materials to Escrow Agent, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the Intellectual Property are written or stored. Additionally, with each delivery Depositor shall complete Attachment A to this Escrow Agreement or a modified Attachment A by listing each such tangible media by the item label description, the type of media and the quantity, and the identity of the owner of the Intellectual Property (whether Depositor or a Software Supplier). Depositor shall sign each Attachment A or modified Attachment A and deliver it to Escrow Agent with the IP Materials. Such signature shall constitute Depositor's representation and warranty that Attachment A is true, accurate and complete. Unless and until Depositor makes the initial deposit with Escrow Agent, Escrow Agent shall have no obligation with respect to this Escrow Agreement, except the obligation to notify the parties regarding the status of the account as required in Section 2.2 below.

1.3. Deposit Inspection. Within three Business Days after Escrow Agent receives IP Materials and Attachment A or a modified Attachment A, Escrow Agent shall conduct a deposit inspection by visually matching the labeling of the tangible media containing the Source Code to the item descriptions and quantity listed on Attachment A or modified Attachment A. In addition to the deposit inspection, Authority may elect to cause a verification of the IP Materials at any time in accordance with Section 1.6 below.

1.4. Acceptance of Deposit. Immediately upon completion of each deposit inspection, if Escrow Agent determines that the labeling of the tangible media matches the item descriptions and quantity on Attachment A or the modified Attachment A, Escrow Agent shall date and sign Attachment A or the modified Attachment A and mail a copy thereof to Depositor and Authority. Immediately upon completion of each deposit inspection, if Escrow Agent determines that the labeling does not match the item descriptions or quantity on Attachment A or the modified Attachment A, Escrow Agent shall (a) note the discrepancies in writing on Attachment A or the modified Attachment A; (b) date and sign Attachment A or the modified Attachment A with the exceptions noted; and (c) mail a copy of Attachment A or the modified Attachment A to Depositor and Authority. Escrow Agent's acceptance of the deposit occurs upon the signing of Attachment A or the modified Attachment A by Escrow Agent. Delivery of the signed Attachment A or the modified Attachment A to Authority is Authority's notice that the Software Source Code have been received and accepted by Escrow Agent.

1.5. Depositor's Representations. Depositor represents and warrants to Authority as follows:

- (a) Depositor lawfully possesses all of the IP Materials and the Intellectual Property contained therein as deposited with Escrow Agent;
- (b) With respect to all of the IP Materials and the Intellectual Property contained therein, Depositor has the right and authority to grant to Escrow Agent and Authority the rights as provided in this Escrow Agreement;
- (c) The IP Materials and the Intellectual Property contained therein are not subject to any lien or other encumbrance;
- (d) The IP Materials and the Intellectual Property contained therein consist of the proprietary technology and other materials identified either in the AGREEMENT or Attachment A, as applicable; and
- (e) The IP Materials are readable and useable in their current form or, if any portion of the IP Materials and the Intellectual Property contained therein is encrypted, the decryption tools and decryption keys have also been deposited.

1.6. Verification. Authority may, at Authority's expense, cause a verification of any IP Materials. Authority shall notify Depositor and Escrow Agent of Authority's request for verification. Depositor shall have the right to be present at the verification. A verification determines, in different levels of detail, the accuracy, completeness, sufficiency and quality of the IP Materials. If a verification is elected after the IP Materials have been delivered to Escrow Agent, then only Escrow Agent, or at Escrow Agent's or Authority's election an independent person or company selected and supervised by Escrow Agent or Authority, may perform the verification. If Authority elects to have an independent person or company perform the verifications, its election and selection shall prevail over any such election by Escrow Agent. The verification shall be conducted in accordance with the verification procedures specified in the completed form of Attachment A accompanying Depositor's deposit of the relevant IP Materials with Escrow Agent. Such verification shall determine the relevance, completeness, currency, accuracy and functionality of the IP Materials and the Intellectual Property contained therein and, specifically as to Software Source Code, whether the deposit is complete. If Escrow Agent or a person or company it selects performs the verification, Escrow Agent shall deliver to Authority a written report detailing the verification not later than 30 days after Authority delivers Notice requesting such verification. Any verification shall take place either at Escrow Agent's location or an agreed upon location during Escrow Agent's regular business hours. If Authority elect to have an independent person or company perform the verification, then such entity shall adhere to the

confidentiality requirements of the AGREEMENT. If Escrow Agent or the independent person performing the verification determine that the verification procedures specified in the completed Attachment A are insufficient to enable verification of the relevant IP Materials and the Intellectual Property contained therein, then upon the request of Escrow Holder or Authority, Depositor shall cooperate in good faith to supplement and/or modify the verification procedures as necessary and appropriate to facilitate such verification.

1.7. Removal of IP Materials. The IP Materials and the Intellectual Property contained therein may be removed and/or exchanged only on written instructions signed by both the Depositor and Authority, or as otherwise provided in this Escrow Agreement.

1.8. Inspection. Authority and Depositor shall be entitled, during normal business hours, to inspect, under the supervision of an officer of Escrow Agent and at Escrow Agent's facilities, the physical and technical status and condition of the IP Materials and the Intellectual Property contained therein. The party undertaking the inspection shall provide Notice of the pending inspection to the other party, five Business Days prior to the scheduled date of the inspection. The party receiving the notice shall have the right to be present at the inspection, but such presence is not a condition precedent to the inspecting party's right to proceed with inspection.

SECTION 2. CONFIDENTIALITY AND RECORD KEEPING

2.1. Confidentiality. Escrow Agent shall maintain the IP Materials and the Intellectual Property contained therein in a secure, environmentally safe, fireproofed vault or locked facility which is accessible only to authorized representatives of Escrow Agent. Escrow Agent shall have the obligation to reasonably protect the confidentiality of the Intellectual Property. Except as provided in this Escrow Agreement, Escrow Agent shall not disclose, transfer, make available or use the Intellectual Property or any IP Materials. Escrow Agent shall not disclose the content of this Escrow Agreement to any third party. If Escrow Agent receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the IP Materials and the Intellectual Property contained therein, Escrow Agent shall immediately notify the other Parties unless prohibited by law. It shall be the responsibility of Depositor and/or Authority to challenge any such order; provided, however, that Escrow Agent does not waive its rights to present its position with respect to any such order. Escrow Agent shall not be required to disobey any order from a court or other judicial tribunal. (See Section 7.5 below for notices of requested orders.)

2.2. Status Reports. Escrow Agent shall issue to Depositor and Authority a report profiling the account history at least semi-annually. Escrow Agent may provide copies of the account history pertaining to this Escrow Agreement upon the request of any other Party.

2.3. Audit Rights. During the term of this Escrow Agreement, Depositor and Authority may each inspect the written records of Escrow Agent pertaining to this Escrow Agreement. Any inspection shall be held during normal business hours and following reasonable prior Notice.

SECTION 3. TITLE TO IP MATERIALS

3.1 Title to IP Materials. Title to the IP Materials which embody Intellectual Property is vested in Authority pursuant to Article 25 of the AGREEMENT, but is subject to the provisions of this Escrow Agreement on access to and release of such IP Materials.

3.2 Disclaimer. Escrow Agent hereby disclaims and relinquishes any title to or ownership of Software Source Code deposited with Escrow Agent under this Escrow Agreement.

SECTION 4. RELEASE OF DEPOSIT

4.1. Release Conditions. As used in this Escrow Agreement, "Release Condition" shall mean any of the following:

- (a) The AGREEMENT is terminated for any reason including expiration of the Term;
- (b) A voluntary or involuntary bankruptcy or insolvency of CONTRACTOR occurs;
- (c) CONTRACTOR is dissolved or liquidated;
- (d) CONTRACTOR or any third party, (a) fails or ceases to provide services as necessary to permit continued use of any such Intellectual Property or (b) otherwise ceases to engage in the ordinary course of the business of manufacturing, supplying, maintaining and servicing the IP Materials pursuant to a license or any sublicense thereof.

4.2. Filing For Release. If Authority believes in good faith that a Release Condition has occurred, Authority may provide to Escrow Agent Notice of the occurrence of the Release Condition and a request for the release of the IP Materials and incorporated Intellectual Property. If the Release Condition pertains only to an owner of Third Party Intellectual Property, Authority' Notice shall so indicate. Immediately upon receipt of such Notice, Escrow Agent shall provide a copy of the Notice to Depositor by commercial express mail.

4.3. Contrary Instructions. From the date Escrow Agent mails the Notice requesting release of the IP Materials and incorporated Intellectual Property, Depositor shall have ten days to deliver to Escrow Agent contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representations and warranties, without qualification, exception or condition, by an authorized officer or authorized delegate of Depositor that (a) the person signing for Depositor is an authorized officer or authorized delegate of Depositor and (b) a Release Condition has not occurred or has been cured. Immediately upon receipt of Contrary Instructions within such ten day period, Escrow Agent shall send a copy to Authority by commercial express mail. Additionally, Escrow Agent shall provide Notice to Depositor and Authority that there is a dispute to be resolved pursuant to Section 7.3 of this Escrow Agreement. Subject to Section 5.2 of this Escrow Agreement, Escrow Agent shall continue to store the IP Materials and Intellectual Property without release pending (i) instructions from Depositor and Authority; (ii) dispute resolution pursuant to Section 7.3; or (iii) order of a court. Contrary Instructions received after such ten day period shall be automatically null and void, shall have no force or effect, and shall be disregarded by Escrow Agent.

4.4. Release of Deposit.

(a) If Escrow Agent does not receive Contrary Instructions from the Depositor within such ten day period, Escrow Agent is authorized to, and shall, immediately release the IP Materials and incorporated Intellectual Property to Authority. If the Release Condition pertains only to an owner of Third Party Intellectual Property, then Escrow Agent shall only release the IP Materials that (a) are identified on Attachment A as owned by such owner of Third Party Intellectual Property or (b) lacks identification of ownership on Attachment A. Any copying expense will be chargeable to Depositor. This Escrow Agreement shall terminate upon the release of all the IP Materials and incorporated Intellectual Property held by Escrow Agent.

(b) Escrow Agent shall promptly release all or any part of the IP Materials and incorporated Intellectual Property at any time and from time to time upon receipt of Notice signed by both Depositor and Authority.

(c) Escrow Agent shall also release the IP Materials and incorporated Intellectual Property to Authority at any time as directed or ordered by an arbitration award, by a final judgment of a court of competent jurisdiction, or by other final dispute resolution pursuant to Section 7.3; provided that

Authority provide to Escrow Agent a written opinion of counsel for Authority to the effect that such award, judgment or resolution is final and not appealable. In such event, Escrow Agent shall proceed with release in accordance with the award, judgment or resolution and may rely on such legal opinion.

4.5. Right to Use Following Release. Upon release of the IP Materials in accordance with this Section 4, Authority shall have the right and license to use the released Intellectual Property as provided in the AGREEMENT. Authority shall be obligated to maintain the confidentiality of the released Intellectual Property as provided in the AGREEMENT.

SECTION 5. TERM AND TERMINATION

5.1. Term of Escrow Agreement. The term of this Escrow Agreement shall continue in effect unless and until this Escrow Agreement is terminated in accordance with the terms of this Section 5. This Escrow Agreement shall be terminated in the event (a) Depositor and Authority jointly instruct Escrow Agent in writing that the Escrow Agreement is terminated; or (b) Escrow Agent provides Notice to Depositor and Authority that the Escrow Agreement is terminated for nonpayment in accordance with Section 5.2 or by resignation in accordance with Section 5.3. If the IP Materials and incorporated Intellectual Property are subject to another escrow agreement with Escrow Agent, Escrow Agent reserves the right, after the initial one year term, to adjust the anniversary date of this Escrow Agreement to match the then prevailing anniversary date of such other escrow arrangements.

5.2. Termination for Nonpayment. In the event fees owed to Escrow Agent are not paid when due, Escrow Agent shall provide Notice of delinquency to all Parties. Any Party shall have the right to make the payment to Escrow Agent to cure the default. If the past due payment is not received in full by Escrow Agent within one month of the date of such Notice, then Escrow Agent shall have the right to terminate this Escrow Agreement at any time thereafter by sending Notice of termination to all Parties. Escrow Agent shall have no obligation to take any action under this Escrow Agreement so long as any undisputed payment due to Escrow Agent remains unpaid and delinquent, except action to hold and safeguard the IP Materials and transfer or dispose of the IP Materials following termination as provided in this Section 5.

5.3. Termination by Resignation. Escrow Agent may terminate this Escrow Agreement, for any reason, by providing Depositor and Authority with 90-days' Notice of its intent to terminate this Escrow Agreement. Within the 90-day period, the Depositor and Authority shall use diligent efforts to enter into a substantially similar agreement with another entity willing and able to perform the functions of Escrow Agent under this Escrow Agreement and shall provide Escrow Agent with Notice including instructions authorizing Escrow Agent to forward the IP Materials and incorporated Intellectual Property to another escrow company and/or agent or other designated recipient. Escrow Agent shall transfer and dispose of the IP Materials in accordance with any such Notice. If Escrow Agent does not receive said Notice within 90 days of the date of Escrow Agent's termination Notice, then Escrow Agent shall have no obligation to take any action under this Escrow Agreement, except action to hold and safeguard the Intellectual Property and transfer or dispose of IP Materials following termination as provided in this Section 5.

5.4. Disposition of IP Materials Upon Termination. Upon termination of this Escrow Agreement, Escrow Agent shall destroy, return, or otherwise deliver the IP Materials in accordance with Depositor's and Authority' Notice. If there is no such Notice, Escrow Agent may, commence legal action interpleading Depositor and Authority, deposit the IP Materials with the court in such action and otherwise handle and dispose of the IP Materials in accordance with court order. In no event shall Escrow Agent have the right to destroy the IP Materials or return them to Depositor absent written instructions to such effect or final order of a court of competent jurisdiction.

5.5. Survival of Terms Following Termination. Upon termination of this Escrow Agreement, the following provisions of this Escrow Agreement shall survive:

- (a) Depositor's representations and warranties (Section 1.5);

- (b) The obligations of safekeeping and confidentiality with respect to the IP Materials and incorporated Intellectual Property set forth in Section 2.1;
- (c) The rights granted in the sections entitled Right to Transfer Upon Release (Section 3.3) and Right to Use Following Release (Section 4.5), if a release of the IP Materials has occurred prior to termination;
- (d) The obligation to pay Escrow Agent any fees and expenses due;
- (e) The obligations of Escrow Agent under Section 5.4;
- (f) The provisions of Section 7;
- (g) Any provisions in this Escrow Agreement which specifically state they survive the termination of this Escrow Agreement; and
- (h) All other provisions which by their inherent character or express terms should survive termination of this Escrow Agreement, the expiration of the AGREEMENT.

SECTION 6. IP ESCROW AGENT'S FEES

6.1. Fee Payment and Schedule Escrow Agent is entitled to be paid its standard fees and expenses applicable to the services provided, which shall be the responsibility of Depositor. Escrow Agent shall notify Authority at least 60 days prior to any increase in fees. For any service not listed on Escrow Agent's standard fee schedule, Escrow Agent shall provide a quote prior to rendering the service, if requested.

6.2. Payment Terms. Fees are due 30 days after receipt of an invoice from Escrow Agent detailing the services performed and setting forth fees therefor consistent with the then applicable fee schedule. Escrow Agent may deliver invoices not more frequently than monthly. Except for action to hold and safeguard the Intellectual Property and transfer or dispose of the IP Materials following termination as provided in this Section 6, Escrow Agent shall not be required to perform any service whenever any undisputed outstanding balance owed to Escrow Agent is not paid when due.

SECTION 7. LIABILITY AND DISPUTES

7.1. Right to Rely on Instructions. Escrow Agent may act in reliance upon any instruction, instrument, or signature reasonably believed by Escrow Agent to be genuine. Except with respect to a Contrary Instruction that is not timely delivered or lacks the representation set forth in Section 4.3(a), Escrow Agent may assume that any employee of a party to this Escrow Agreement who gives any Notice, request, or instruction has the authority to do so. Escrow Agent shall not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any Notice, request or instruction. Escrow Agent shall not be responsible for failure to act as a result of causes beyond the reasonable control of Escrow Agent.

7.2. Indemnification. Depositor and Authority each agree to indemnify, defend and hold harmless Escrow Agent from any and all Claims and Losses in connection with this escrow arrangement except to the extent such Liabilities were caused by the negligence or willful misconduct of Escrow Agent or its breach of this Escrow Agreement.

7.3. Dispute Resolution. Any dispute, controversy, claim or difference arising out of, or in connection with, or resulting from this Escrow Agreement, its application or interpretation, a breach thereof, or a Contrary Instruction issued hereunder, which cannot be settled amicably by the Parties, shall be subject to resolution in accordance with the dispute resolution provisions of the AGREEMENT. Escrow Agent agrees to be bound by any such final resolution. Notwithstanding the foregoing, any suit in interpleader brought

by Escrow Agent under Section 5.4 shall not be by arbitration and may be brought by Escrow Agent in any court having jurisdiction.

7.4. Controlling Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of California, without regard to conflict of law principles. The venue of any court, judicial or referee proceeding under this AGREEMENT shall be in Orange County, California, unless changed by the judicial officer.

7.5. Notice of Requested Order. If any Party intends to obtain an order from the arbitrator or any court of competent jurisdiction which may direct Escrow Agent to take, or refrain from taking, any action, that Party shall:

- (a) Give Escrow Agent at least two Business Days' prior Notice of the hearing; and
- (b) Ensure that Escrow Agent not be required to deliver the original (as opposed to a copy) of the IP Materials if Escrow Agent may need to retain the original in its possession to fulfill any of its other duties under this Escrow Agreement.

SECTION 8. GENERAL PROVISIONS

8.1. Escrow Agent Representation. Escrow Agent represents and warrants to Authority and Depositor that (a) to the best knowledge of Escrow Agent neither it nor any of its personnel has been the subject of any investigation or been convicted or indicted for commission of any crime involving misconduct, corruption, bribery or fraud in connection with any public contract in the State of California, or any other jurisdiction, except as has been specifically disclosed in writing to Authority and Depositor, and (b) should any such conviction or indictment be obtained or any such investigation commenced prior to the expiration of the term hereof, regardless of the date of the occurrence giving rise to the subject matter of such conviction, indictment or investigation, Escrow Agent will immediately disclose it in writing to Authority and Depositor.

8.2. Entire Escrow Agreement. This Escrow Agreement (including all Exhibits to this Escrow Agreement) contain the entire understanding of the parties with respect to the subject matter of this Escrow Agreement and supersede all prior agreements, understandings, statements, representations and negotiations between the parties with respect to their subject matter. Escrow Agent is not a party to the AGREEMENT between Depositor and Authority and has no knowledge of any of the terms or provisions of the AGREEMENT. Escrow Agent's only obligations to Depositor or Authority are as set forth in this Escrow Agreement. No amendment or modification of this Escrow Agreement shall be valid or binding unless signed by all the parties, except that Attachment A need not be signed by Authority and Attachment B need not be signed.

8.3. Notices. All notices, invoices, payments, deposits and other documents and communications under this Escrow Agreement shall be sent as provided in Article 11 of the AGREEMENT and given to the parties at the addresses specified in the attached Attachment B. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of address. The parties shall have the right to rely on the last known address of the other parties.

8.4. Severability. In the event any provision of this Escrow Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Escrow Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Escrow Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

8.5. Successors. This Escrow Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. However, Escrow Agent shall have no right to assign this Escrow

Agreement or delegate its duties hereunder without the prior written consent of Depositor and Authority; and Escrow Agent shall have no obligation in performing this Escrow Agreement to recognize any successor or assign of Depositor or Authority unless Escrow Agent receives unambiguous and authoritative written evidence of the change of Parties.

8.6. Regulations. Depositor and Authority are responsible for and warrant compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country from or to which the Intellectual Property may be delivered in accordance with the provisions of this Escrow Agreement.

8.7. Liability. No member, officer, or employee of Authority, Depositor or Escrow Agent shall be liable personally hereunder or by reason hereof.

8.8. Counterparts. This Escrow Agreement may be executed in any number of counterparts and by the different parties on different counterparts, each of which, when executed, shall be deemed an original, but all of which, taken together, shall constitute one and the same Escrow Agreement.

[signatures on next page]

DRAFT

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Source Code Escrow Agreement as of the date first written above.

OCTA

**ORANGE COUNTY TRANSPORTATION
AUTHORITY**

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____

DEPOSITOR:

By: _____
Name:
Title:

IP ESCROW AGENT:

By: _____
Name:
Title:

DRAFT

ATTACHMENT A

DESCRIPTION OF ESCROWED MATERIAL

Depositor Company Name: _____

Account Number _____

Product name _____ Version _____
(Product Name will appear as the Exhibit 1 Name on Account History report)

Owner of Product _____
(Name, address, tel. no., e-mail address)

SOURCE CODE DESCRIPTION:

Quantity	Media Type & Size	Label Description of Each Separate Item
_____	Disk 3.5" or _____	
_____	DAT tape _____mm	
_____	CD-ROM	
_____	Data cartridge tape _____	
_____	TK 70 or _____ tape	
_____	Magnetic tape _____	
_____	Documentation	
_____	Other _____	

PRODUCT DESCRIPTION:

Environment _____

SOURCE CODE INFORMATION:

Is the media or are any of the files encrypted? Yes / No If yes, please include any passwords and the decryption tools.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

SOURCE CODE VERIFICATION PROCEDURES:

[Insert in space below or provide as separate attachment]

Other required information _____

I certify for **Depositor** that the above described **Escrow Agent** has inspected and accepted IP Materials have been transmitted to _____ the above materials (any exceptions are noted above):

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Date: _____ Date Accepted: _____

Attachment A#: _____

Send materials to: IP Escrow Agent, _____ () _____

DRAFT

ATTACHMENT B

DESIGNATED CONTACT

Account Number _____
Notices, deposit material returns and
communications to Depositor should be
addressed to:

Invoices to Depositor pursuant to Section 4.4(a)
should be addressed to:

Company Name: _____

Address: _____

Designated Contact: _____

Telephone: (____) _____

Facsimile: (____) _____

E-mail: _____ Email: _____

Verification Contact: _____

Notices and communications to the Authority
should be addressed to each agency as follows:

Company Name: Orange County Transportation
Authority

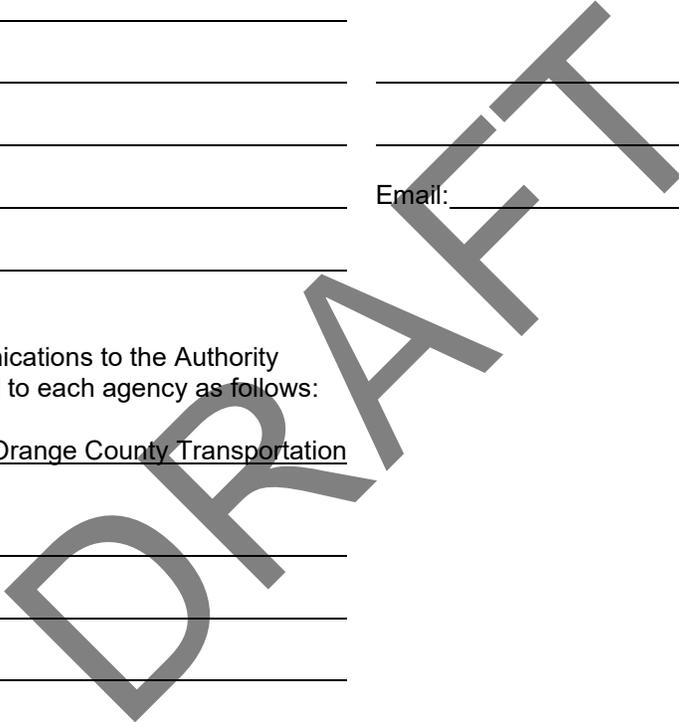
Address _____

Designated Contact: _____

Telephone: (____) _____

Facsimile: (____) _____

E-mail: _____



Requests from Depositor and/or Orange County Transportation Authority to change the designated contact should be given in writing by the designated contact or an authorized employee of Depositor and/or Orange County Transportation Authority.

Contracts, IP Materials and Intellectual Property, notices, invoice inquiries and fee remittances to IP Escrow Agent should be addressed to:

_____ Date: _____

Telephone: (____) _____

Facsimile: (____) _____

E-mail: _____

DRAFT

DRAFT

FORM I: PERFORMANCE BOND

**FORM OF IMPLEMENTATION PHASE
PERFORMANCE BOND**

Agreement No. _____

Bond No. _____

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Orange County Transportation Authority (“AUTHORITY”) , a public entity of the State of California, has awarded _____, a corporation organized under the laws of _____ (“Principal”) an agreement to design, implement, operate and maintain a Back Office System and Customer Service Center for the 405 Express Lanes (the “Agreement”);

AND WHEREAS, the AGREEMENT was awarded by AUTHORITY on _____ to provide the Work in accordance with the terms of the AGREEMENT, as therein specified;

AND WHEREAS, it is one of the conditions to execution of the AGREEMENT by AUTHORITY that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal and _____ (the “Surety” or “Co-Sureties”), an admitted surety insurer in the State of California, are firmly bound and held unto AUTHORITY, in the amount of _____ Dollars (\$ _____) (“Bonded Sum”) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to AUTHORITY, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. The AGREEMENT is incorporated by reference in this Bond.
2. Unless the context otherwise requires, capitalized terms used but not separately defined in this Bond have the meaning given to them in the AGREEMENT.
3. If Principal or its heirs, successors, executors, administrators or assigns shall in all things stand to and abide by and well and truly keep, perform and complete all covenants, conditions, agreements, obligations and Work under the AGREEMENT, including any and all amendments, supplements, and alterations made to the AGREEMENT as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify, defend and save harmless AUTHORITY and all other Indemnified Parties, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect. In case suit is brought upon this Bond, the Surety (or Co-Sureties) will pay reasonable attorney's fee to be fixed by the court.
4. The obligations covered by this Bond specifically include the performance of each and every obligation of Principal under the AGREEMENT with respect to the Work required to complete the Implementation Phase, including its liability for Liquidated Damages and warranties as specified in the AGREEMENT, but not to exceed the Bonded Sum. Completion of the Implementation Phase, as used herein, means achievement of Go-Live of Implementation Phase.

5. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the AGREEMENT, or in the Work to be performed with respect to completion of the Implementation Phase, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the AGREEMENT, or any rescission or attempted rescission of the AGREEMENT or this Bond, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of AUTHORITY seeking to recover from this Bond, or any fraud practiced by any other person other than AUTHORITY seeking to recover from this Bond, shall in any way affect its obligations on this Bond, and it does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

6. The Surety (or Co-Sureties) agree(s) that payments made to contractors and suppliers to satisfy claims on the payment bond do not reduce the Surety's legal obligations under this Bond. Payments made to contractors or suppliers under any agreement where the Surety has arranged for completion of the Work to satisfy this Bond will not be considered payment bond claims.

7. Whenever Principal shall be, and is declared by AUTHORITY to be, in default under the AGREEMENT, provided that AUTHORITY is not then in material default thereunder, the Surety (or Co-Sureties) shall promptly, at AUTHORITY' election:

- (a) remedy such default, or
- (b) complete the Work covered by this Bond in accordance with the terms and conditions of the AGREEMENT, or
- (c) select a contractor or contractors to complete all Work covered by this Bond in accordance with the terms and conditions of the AGREEMENT then in effect, using a contractor or contractors approved by AUTHORITY (provided, however, that the Surety may not select Principal or any affiliate of Principal to complete the Work for and on behalf of the Surety without AUTHORITY' express written consent, in its sole discretion), arrange for a contract meeting the requirements of the AGREEMENT between such contractor or contractors and AUTHORITY, and make available as Work progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the unpaid balance of the AGREEMENT Price; but not exceeding, including other costs and damages for which Surety (or Co-Sureties) is (are) liable hereunder, the Bonded Sum.
- (d) Shall pay Authority for the Work in an amount not exceeding the Bonded Sum.

8. If Surety does not proceed as provided in Paragraph 7 of this Bond with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional Notice from the AUTHORITY to Surety demanding that Surety perform its obligations under this Bond, and AUTHORITY shall be entitled to enforce any remedy available to AUTHORITY.

9. The guarantees contained in this Bond shall survive completion of the Implementation Phase with respect to those obligations of Principal which survive Final Acceptance of Implementation Phase.

10. **[Use in case of multiple or co-sureties]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that AUTHORITY will have no obligation to deal with multiple sureties hereunder. All correspondence from AUTHORITY to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of Notice (by personal delivery or by certified mail, return receipt requested) to AUTHORITY designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be _____.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____
_____ on this _____ day of _____, A.D., 20__.

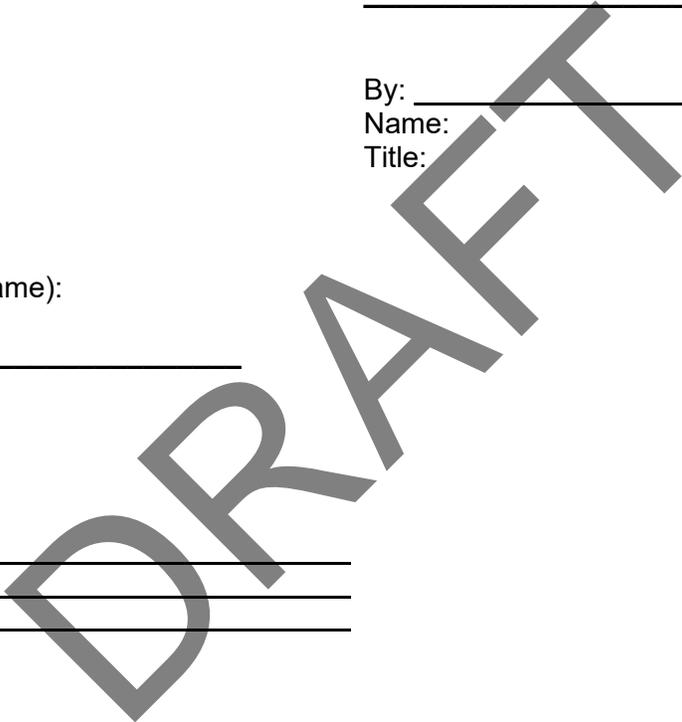
PRINCIPAL:

By: _____
Name: _____
Title: _____

Surety (full legal name):

Address:

By: _____



[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority to sign must be furnished and a Power of Attorney attached.]

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(AFFIX NOTARIAL SEAL)

NOTARY PUBLIC

DRAFT

DRAFT

FORM J: PAYMENT BOND

**FORM OF IMPLEMENTATION PHASE
PAYMENT BOND**

Agreement No. _____

Bond No. _____

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Orange County Transportation Authority (“AUTHORITY”), a public entity of the State of California, has awarded to _____, a corporation organized under the laws of _____ (“Principal”) an agreement to design, implement, operate and maintain a Back Office System and Customer Service Center for the 405 Express Lanes (the “AGREEMENT”);

AND WHEREAS, AGREEMENT was awarded by AUTHORITY on _____ to provide the Work, as specified and in accordance with the terms of the AGREEMENT;

AND WHEREAS, it is one of the conditions to execution of the AGREEMENT by AUTHORITY that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal and _____ (the “Surety” or “Co-Sureties”), an admitted surety insurer in the State of California, are firmly bound and held unto AUTHORITY, in the sum of _____ Dollars (\$ _____) (“Bonded Sum”) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to AUTHORITY, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. The AGREEMENT is incorporated by reference in this Bond. Unless the context otherwise requires, capitalized terms used but not separately defined in this Bond have the meaning given to them in the AGREEMENT.
2. If Principal, its Subcontractors, hires, successors, executors, administrators or assigns shall fail to pay:
 - (a) any of the persons named in Civil Code section 40500 involved in performance of the Work for the Implementation Phase as provided for under the AGREEMENT;
 - (b) any amounts due under the Unemployment Insurance Code with respect to the Work for the Implementation Phase;
 - (c) any amounts required to be deducted, withheld and paid over to 1302 Franchise Tax Board from the wages of employees of the Principal and its Subcontractor pursuant to Revenue and Taxation Code Section 18662 et seq. with respect to such labor; or
 - (d) anyone required to be paid by law

then Surety shall pay for the same in an amount not to exceed the Bonded Sum; otherwise this obligation shall be null and void; otherwise it shall remain in full force and effect. In

case suit is brought upon this Bond, the Surety (or Co-Sureties) will pay reasonable attorney's fee to be fixed by the court.

3. This Bond shall inure to the benefit of any of the persons named in Civil Code Section 40500 or anyone required to be paid by law under the AGREEMENT so as to give a right of action to such persons or their assigns in any suit brought upon this Bond.

4. This Bond covers all of Principal's payment obligations under the AGREEMENT for the Work for the Implementation Phase, as set forth in the AGREEMENT

5. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the AGREEMENT, or in the Work to be performed with respect to the Implementation Phase, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the AGREEMENT, or any rescission or attempted rescission of the AGREEMENT or this Bond, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of AUTHORITY seeking to recover from this Bond, or any fraud practiced by any other person other than AUTHORITY seeking to recover from this Bond, shall in any way affect its obligations on this Bond, and it hereby waives notice of such changes, extension of time, alterations, additions, omissions or other modifications.

6. **[Use in case of multiple or co-sureties]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that AUTHORITY will have no obligation to deal with multiple sureties hereunder. All correspondence from AUTHORITY to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of Notice (by personal delivery or by certified mail, return receipt requested) to AUTHORITY designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be _____.

7. This bond shall inure to the benefit of the persons named in Civil Code section 40500 so as to give a right of action to such persons and their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____
_____ on this _____ day of _____, A.D., 20__.

PRINCIPAL: _____.

By: _____
Name:
Title:

Surety (full legal name):

Address:

By: _____

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority must be furnished and a Power of Attorney attached.]

FORM K: OPERATIONS AND MAINTENANCE BOND

DRAFT

FORM OF OPERATIONS AND MAINTENANCE PERFORMANCE BOND

Agreement No. _____

Bond No. _____

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Orange County Transportation Authority (“AUTHORITY”), a public entity of the State of California, has awarded _____, a corporation organized under the laws of _____ (“Principal”) an agreement to design, implement, operate and maintain a Back Office System and Customer Service Center for the 405 Express Lanes (the “AGREEMENT”);

AND WHEREAS, the AGREEMENT was awarded by AUTHORITY on _____ to provide the Work in accordance with the terms of the AGREEMENT, as therein specified;

AND WHEREAS, it is one of the conditions to execution of the AGREEMENT by AUTHORITY that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal and _____ (the “Surety” or “Co-Sureties”), an admitted surety insurer in the State of California, are firmly bound and held unto AUTHORITY, in the amount of _____ Dollars (\$_____) (“Bonded Sum”) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to AUTHORITY, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. The AGREEMENT is incorporated by reference in this Bond.
2. Unless the context otherwise requires, capitalized terms used but not separately defined in this Bond have the meaning given to them in the AGREEMENT.
3. If Principal or its heirs, successors, executors, administrators or assigns shall in all things stand to and abide by and well and truly keep, perform and complete all covenants, conditions, agreements, obligations and Work under the AGREEMENT, including any and all amendments, supplements, and alterations made to the AGREEMENT as therein provided, on Principal’s part to be kept and performed at the time and in the manner therein specified, and shall indemnify, defend and save harmless AUTHORITY and all other Indemnified Parties, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect. In case suit is brought upon this Bond, the Surety (or Co-Sureties) will pay reasonable attorney’s fee to be fixed by the court.
4. The obligations covered by this Bond specifically include the performance of each and every obligation of Principal under the AGREEMENT with respect to the Work required to complete the Implementation Phase, including its liability for Liquidated Damages and warranties as specified in the AGREEMENT, but not to exceed the Bonded Sum.

5. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the AGREEMENT, or in the Work to be performed with respect to completion of the Implementation Phase, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the AGREEMENT, or any rescission or attempted rescission of the AGREEMENT or this Bond, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of AUTHORITY seeking to recover from this Bond, or any fraud practiced by any other person other than AUTHORITY seeking to recover from this Bond, shall in any way affect its obligations on this Bond, and it does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

6. The Surety (or Co-Sureties) agree(s) that payments made to contractors and suppliers to satisfy claims on the payment bond do not reduce the Surety's legal obligations under this Bond. Payments made to contractors or suppliers under any agreement where the Surety has arranged for completion of the Work to satisfy this Bond will not be considered payment bond claims.

7. Whenever Principal shall be, and is declared by AUTHORITY to be, in default under the AGREEMENT, provided that AUTHORITY is not then in material default thereunder, the Surety (or Co-Sureties) shall promptly:

- (a) remedy such default, or
- (b) complete the Work covered by this Bond in accordance with the terms and conditions of the AGREEMENT, or
- (c) select a contractor or contractors to complete all work covered by this Bond in accordance with the terms and conditions of the AGREEMENT then in effect, using a contractor or contractors approved by AUTHORITY (provided, however, that the Surety may not select Principal or any affiliate of Principal to complete the Work for and on behalf of the Surety without AUTHORITY' express written consent, in its sole discretion), arrange for a contract meeting the requirements of the AGREEMENT between such contractor or contractors and AUTHORITY, and make available as Work progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the unpaid balance of the AGREEMENT Price; but not exceeding, including other costs and damages for which Surety (or Co-Sureties) is (are) liable hereunder, the Bonded Sum.

8. If Surety does not proceed as provided in Paragraph 7 of this Bond with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional Notice from the AUTHORITY to Surety demanding that Surety perform its obligations under this Bond, and AUTHORITY shall be entitled to enforce any remedy available to AUTHORITY.

9. The guarantees contained in this Bond shall survive completion of the Implementation Phase with respect to those obligations of Principal which survive Final Acceptance of Implementation Phase.

10. **[Use in case of multiple or co-sureties]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that AUTHORITY will have no obligation to deal with multiple sureties hereunder. All

correspondence from AUTHORITY to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of Notice (by personal delivery or by certified mail, return receipt requested) to AUTHORITY designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be _____.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____
_____ on this _____ day of _____, A.D., 20__.

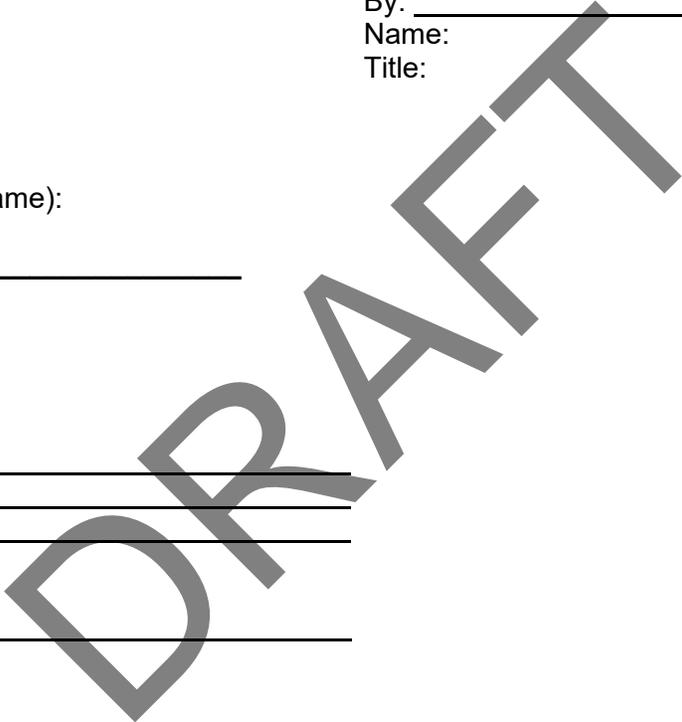
PRINCIPAL: _____

By: _____
Name: _____
Title: _____

Surety (full legal name):

Address:

By: _____



[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority to sign must be furnished and a Power of Attorney attached.]

FORM L: IRAN CONTRACTING CERTIFICATION

DRAFT

IRAN CONTRACTING ACT CERTIFICATION
(California Public Contract Code Sections 2200, *et seq.*)

The Iran Contracting Act of 2010 (PCC Sections 2200-2208), prohibits bidders who are engaged in investment activities in the energy sector of Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods or services of one million dollars (\$1,000,000) or more. At the time of submitting a bid, each bidder must certify that the bidder is not identified on the Department of General Services list of ineligible persons pursuant to PCC Section 2203(b). Each bidder is also required to certify that the bidder is not engaged in investment activities in violation of the Iran Contracting Act of 2010.

A bidder who is engaged in investment activities in the energy sector of Iran is defined as:

1. A person providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A person that is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to PCC Section 2203(b).

A bidder is not required to certify that it is engaged in investment activities in the energy sector of Iran if the bidder is exempt from the certification under PCC Section 2203(c) or (d). If the bidder is exempt from the certification requirement, the bidder will be required to provide documentation demonstrating the exemption.

To comply with the Iran Contracting Act of 2010, the bidder shall complete **one** of the options below. Please note: under PCC Section 2205, false certification of this form may result in civil penalties of \$250,000 or twice the amount of the contract for which false certification was made, termination of the contract, and/or ineligibility to bid on contracts for a period of three years.

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, and any subcontractor who will perform work or labor or render services to the vendor identified below, is not on the current Department of General Services list identifying persons engaged in investment activities in the energy sector of Iran, 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 Department of General Services list identifying persons engaged in investment activities in the energy sector of Iran.

Vendor/Financial Institution: _____

Signature: _____

Name and Title: _____

Date: _____

Option #2: Exemption

Pursuant to PCC Section 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit proposals for, or enter into or renew a contract with a public entity for goods or services of one million dollars (\$1,000,000) or more. If the bidder, financial institution, or any subcontractor who will perform work or labor or render services to the bidder has obtained an exemption from the certification requirement, please complete and sign below and attach the documentation demonstrating the exemption approval.

Vendor/Financial Institution: _____

Signature: _____

Name and Title: _____

Date: _____

Option #3: Non-Applicability

Pursuant to PCC Section 2203(b), a bidder or financial institution engaged in investment activities in Iran may not be eligible for, or to bid on, submit proposals for, or enter into or renew a contract with a public entity for goods or services of one million dollars (\$1,000,000) or more. If the contract is not for goods or services of one million dollars (\$1,000,000) or more, please sign below indicating that the contract is not for goods or services of one million dollars (\$1,000,000) or more and thus bidder is not required to certify and does not meet the exemption.

Vendor/Financial Institution: _____

Signature: _____

Name and Title: _____

Date:

(This form is required from the Prime only.)

DRAFT

FORM M: PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL
DOCUMENTS

DRAFT

PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL DOCUMENTS

Offeror is required to submit one copy of the completed and signed form as part of its proposal and it should be included only in the original proposal. Offeror shall complete either Option 1 or Option 2 which ever applies.

Option #1: Public Records Act Indemnification Agreement

By signing below, the Offeror agrees as follows regarding its Proposal:

If Authority receives a Public Records Act request (Government Code sections 6250 et seq.) which seeks any portion of Offeror’s proposal that the Offeror has marked as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation (the "PRA Documents"), the Authority will notify the Offeror of the request. The Offeror shall, within three business days of such notification from the Authority, inform the Authority as to whether it desires the PRA Documents to be withheld, and shall thereafter timely provide a legal basis for each such requested withholding. If the Authority determines to withhold the PRA Documents, Offeror shall indemnify and defend Authority from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs.

Offeror shall pay all costs, immediately as they come due, pertaining to any action under the Public Records Act related to any portion of Offeror’s Proposal marked or designated as described above, and withheld by Authority. If the Offeror fails to notify the Authority in writing within three business days, or to timely provide a legal basis for the withholding of documents, Offeror agrees that Authority shall release and disclose Offeror records, notwithstanding any marking or designation of the PRA Documents.

In no case shall Authority be liable for any inadvertent disclosure of any Offeror proposal documents, or any disclosure made by Authority upon a good faith belief that disclosure is required by law, or in the event Offeror has failed to notify the Authority in writing of its desire to withhold the PRA Documents within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such PRA Documents, and Offeror waives any claims it may have had related to such disclosure.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____

Option #2: Non-Applicability

This Offeror has not marked any portion of its proposal as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____

DRAFT

FORM N: OFFEROR RECENT CLIENT LIST

DRAFT

DRAFT

FORM O: REFERENCE FORMS

DRAFT

Reference Forms O-1

Form O-1 Part 1
BOS Implementation and Maintenance

Offeror shall use this attachment to clearly demonstrate how Offeror meets the minimum qualification requirements for Proposals with regard to Offeror project experience. Each reference provided may be contacted by the Authority. Copy this form as needed to comply with the requirements outlined in the RFP for the Implementation and Maintenance Phase minimum qualifications. **References must be from a third party agency or company for whom Offeror has performed similar services.**

Offeror Name:

Please check off which qualifications requirement this reference is intended to address (you may check more than one box to cover multiple requirements as long as the explanation below is sufficiently detailed).

Implementation

Maintenance

Reference Company/Agency Name:		
Address:		
City:	State:	Zip Code:
Phone Number:	Fax Number:	
Project Manager Reference:		
E-mail:		
Alternate Reference*:		
Phone Number:	Fax Number:	
E-mail:		
Alternate Reference Role on Reference Project:		
*Must be completed in addition to the Project Manager reference		

Offeror's role on project and years of participation (mm/dd/yy to mm/dd/yy):

Project location, scope, cost, start / end dates:

Description of project functions and operations including size:

Relevant hardware, software and systems used:

Comparison to the Authority requirements:

Installed System or Maintenance documented performance, as applicable:

DRAFT

Form O-1 Part 2
Operations

Offeror shall use this attachment to clearly demonstrate how Offeror meets the minimum qualification requirements for proposals with regard to Offeror project experience in Operations. Each reference provided may be contacted by the Authority. Copy this form as needed to comply with the requirements outlined in the RFP for minimum qualifications. **References must be from a third party agency or company for whom Offeror has performed services.**

Offeror's Name:

Reference Company/Agency Name:	
Address:	
City:	State: Zip Code:
Phone Number:	Fax Number:
Project Manager Reference:	
E-mail:	
Alternate Reference*:	
Phone Number:	Fax Number:
E-mail:	
Alternate Reference Role on Reference Project:	
*Must be completed in addition to the Project Manager reference	
Offeror's role on project and years of participation (mm/dd/yy to mm/dd/yy):	

Project location, scope, cost, start / end dates:

Description of project functions and operations performed, including size:

Relevant hardware, software and systems used:

Comparison to Authority' requirements:

Operations documented performance:

DRAFT

DRAFT

Reference Forms O-2

Form O-2
Key Personnel

Offeror shall use this form to clearly show how Offeror meets the requirements set forth in the RFP for Key Personnel members. References must be provided from an outside agency or company and shall not be an internal Offeror reference. Each reference provided may be contacted to determine the respondent's ability to meet the Proposal requirements. Copy this form as needed to comply with the requirements of the RFP and the number of references cited. **References must be from a third party agency or company for whom Key Personnel has performed similar services.**

Offeror Name _____
Key Project Personnel Member _____

Proposed Position _____

Reference Company Name:	
Address:	
City:	State: Zip Code:
Phone Number:	Fax Number:
Project Manager:	
E-mail:	
Number of total years' experience of Key Personnel team member in similar role to one proposed for the Authority:	
Reference Project:	
Key Team Personnel member role on reference project, including dates of participation and job description:	
Description of reference project location, scope, cost, start / end dates, etc.:	
Operational functionality and size of operations (accounts, transactions; notices...)	
Key Team Personnel member's major contributions and highlights:	
Key Team Personnel involved and role who are also proposed on the Authority project:	

DRAFT

FORM P: LIST OF SUBCONTRACTORS

FORM P
List of Subcontractors

Offeror Name:

Please duplicate this page as necessary to provide the requested information.

	SUBCONTRACTOR	SUBCONTRACTOR	SUBCONTRACTOR
Legal Name of Company			
Company Contact Name			
Company Address			
City, State, Zip Code			
Company Telephone No.			
Company Fax Number			
Company E-mail address			
Legal Name of Principal(s)			
Address of Principal(s)			
City, State, Zip Code			
Telephone No. of Principal(s)			
Fax Number of Principal(s)			
E-mail address of Principal(s)			
Corporate Number (if applicable)			
License Number (if applicable)			
Status of License (if applicable)			
Work to be Performed			
Committed Dollar Amount of Total Work			
Committed Percentage of Total Work			

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By: _____
President or Vice President

Signature: (1) _____

Attest: _____
Secretary (or Assistant Secretary)

Signature: (2) _____

(Affix Corporate Seal)

FORM Q: CONFORMANCE MATRIX

DRAFT



COMMITTEE TRANSMITTAL

June 22, 2020

To: Members of the Board of Directors
From: Laurena Weinert, Clerk of the Board
Subject: Extension of 91 Express Lanes Temporary Measures

Finance and Administration Committee Meeting of June 10, 2020

Present: Directors Do, Hennessey, Hernandez, Jones, Muller, and Steel
Absent: Director R. Murphy

Committee Vote

Following the roll call vote, this item was declared passed 6-0 by the Members present.

Committee Recommendations

- A. Authorize the Chief Executive Officer to temporarily waive for a period of up to 90 days, 91 Express Lanes monthly account fees, for the months of July 2020, August 2020, and September 2020.
- B. Authorize the Chief Executive Officer to temporarily modify for a period of up to 90 days the 91 Express Lanes Toll Policy to allow for the ability to remove automatic toll rate increases, if necessary.



June 10, 2020

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Extension of 91 Express Lanes Temporary Measures

Overview

In April 2020, the Orange County Transportation Authority and the Riverside County Transportation Commission respective Board of Directors approved the temporary waiving of monthly account maintenance fees for 91 Express Lanes customers. The Orange County Transportation Authority Board of Directors also approved the temporary modification of the 91 Express Lanes Toll Policy to allow the ability to suspend automatic toll rate increases. An additional extension of these measures is being requested for approval.

Recommendations

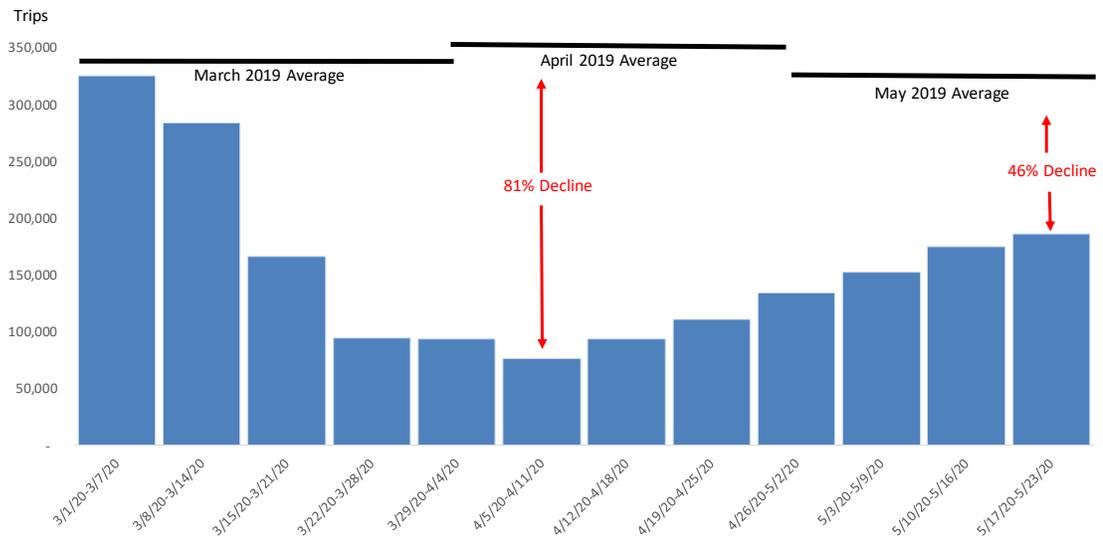
- A. Authorize the Chief Executive Officer to temporarily waive for a period of up to 90 days, 91 Express Lanes monthly account fees, for the months of July 2020, August 2020, and September 2020.
- B. Authorize the Chief Executive Officer to temporarily modify for a period of up to 90 days the 91 Express Lanes Toll Policy to allow for the ability to remove automatic toll rate increases, if necessary.

Discussion

On April 13, 2020, the Orange County Transportation Authority (OCTA) Board of Directors (Board) approved recommendations related to the operations of the 91 Express Lanes (91 EL). These recommendations were driven by the sharp decreases of traffic volumes and toll revenues attributed to the novel coronavirus (COVID-19) pandemic and California Governor Newsom's orders for residents to self-quarantine and refrain from non-essential travel.

Traffic volumes and toll revenues dropped to their lowest weekly level since OCTA acquired the 91 EL in 2003 during the week of April 5, 2020. Since then, traffic volumes and revenues have been increasing steadily each week. At the

lowest point in April 2020, traffic volumes dropped 81 percent from the levels reached in 2019. For the most current week available, traffic volumes are down approximately 46 percent from the same period in 2019. The graph below shows the weekly changes in traffic volumes since the beginning of March 2020.



Amid the concerns about the spread of COVID-19 and following the governor’s guidance to help reduce its spread, the 91 EL customer walk-in center in Corona was closed in March 2020 and will remain so until further notice. Operational activities in the Anaheim and Corona locations continue to function with a combination of remote workers and core staff located at the facilities. Core essential functions include aiding stranded motorists, providing incident management services and dispatching emergency vehicles through the traffic operations center. The call center remains open to respond to customer service and violation calls.

Extension of Temporary Measures

Although traffic volumes and toll revenues have been increasing over the past several weeks, they still are approximately half of the levels from the previous year. In addition, the stay-at-home order is still in place; however, it has been modified to reflect additional services to be allowed to operate. Even with an easing of restrictions, the number of unemployed individuals continues to increase in the Southern California region and many are facing financial hardships.

Given these conditions, staff is recommending that OCTA’s Chief Executive Officer’s (CEO) authorization to temporarily waive account maintenance fees be

extended for an additional period of up to 90 days. These fees are for the Standard and Express Club accounts and generate approximately \$200,000 per month for OCTA. If the stay-at-home mandate is lifted and traffic volumes return to a normal state, the monthly account maintenance fees will be reinstated by the CEO.

In addition to the temporary waiver of account maintenance fees, the Board also approved the temporary modification of the 91 EL Toll Policy in April 2020 to allow the ability to suspend automatic toll rate increases. Toll increases for Easter Sunday and Mother's Day were not implemented, as well as a scheduled April 1, 2020, toll rate increase. The main purpose of this modification was to address the two percent cost-of-living adjustment that is scheduled for July 1, 2020. An extension of this 91 EL Toll Policy modification is being requested to address the Labor Day toll structure in September 2020. On certain holidays, the toll rates are adjusted to reflect higher usage. If traffic volumes continue to have lower usage, then the holiday rates will not be implemented during the Labor Day holiday.

Summary

Staff is requesting Board of Directors' approval for authorization for the Chief Executive Officer to extend temporary measures related to the ongoing operations of the 91 Express Lanes.

Attachment

None.

Prepared by:

Kirk Avila
General Manager
Express Lanes Programs
(714) 560-5674



COMMITTEE TRANSMITTAL

June 22, 2020

To: Members of the Board of Directors
From: *RW*
Laurena Weinert, Clerk of the Board
Subject: Cooperative Agreement with the City of Fullerton for the Fullerton Transportation Center Stair Replacement Project

Transit Committee Meeting of June 11, 2020

Present: Directors Davies, Do, Jones, Pulido, Shaw, Sidhu, and Winterbottom
Absent: None

Committee Vote

Following the roll call vote, this item was declared passed 7-0 by the Members present.

Committee Recommendations

- A. Authorize the use of \$1,295,000 in Federal Transit Administration Section 5337 State of Good Repair Program funds for the Fullerton Transportation Center Stair Replacement Project.
- B. Authorize staff to process all necessary amendments to the Federal Transportation Improvement Program and execute or amend all necessary agreements to facilitate the above actions.
- C. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-0-2266 between the Orange County Transportation Authority and the City of Fullerton to define roles, responsibilities, and funding for the Fullerton Transportation Center Stair Replacement Project.



June 11, 2020

To: Transit Committee

From: Darrell E. Johnson, Chief Executive Officer

A handwritten signature in blue ink, appearing to read "Darrell E. Johnson", is written over the name in the "From:" field.

Subject: Cooperative Agreement with the City of Fullerton for the Fullerton Transportation Center Stair Replacement Project

Overview

The Orange County Transportation Authority proposes to enter into a cooperative agreement with the City of Fullerton to define roles, responsibilities, and funding for the Fullerton Transportation Center Stair Replacement Project.

Recommendations

- A. Authorize the use of \$1,295,000 in Federal Transit Administration Section 5337 State of Good Repair Program funds for the Fullerton Transportation Center Stair Replacement Project.
- B. Authorize staff to process all necessary amendments to the Federal Transportation Improvement Program and execute or amend all necessary agreements to facilitate the above actions.
- C. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-0-2266 between the Orange County Transportation Authority and the City of Fullerton to define roles, responsibilities, and funding for the Fullerton Transportation Center Stair Replacement Project.

Discussion

An existing pedestrian overhead bridge facilitates the transfer of passengers between the eastbound and westbound station platforms at the Fullerton Transportation Center (FTC) Metrolink Station. The bridge is connected to the platforms by a set of elevators and staircases on each end. The staircases are structural steel systems with concrete infill within landings and stair treads. The staircases were inspected by a structural engineer and were determined to be unsafe and not in a state of good repair. Significant corrosion of the metal

staircase risers and stair pans has occurred from exposure to the environment and weather over time. The FTC Metrolink Station is served by both Amtrak and Metrolink passenger trains with as many 2,400 daily boardings and alightings. The staircases are important facilities to ensure efficient passenger movement at the station, particularly during peak periods.

In November 2019, the City of Fullerton (City) requested funding from the Orange County Transportation Authority (OCTA) for replacement of the stairs at the FTC Metrolink Station. Although maintenance of the stairs is the responsibility of the City, OCTA's participation in the FTC Stair Replacement Project (Project) will protect the investment already made at the FTC and OCTA's ongoing investment in the Metrolink system.

On April 1, 2020 the City completed the plans, specifications, and estimates for replacement of the stair system's pans, landings, and risers. OCTA proposes to enter into a cooperative agreement with the City to determine the roles and responsibilities for the replacement of the FTC pedestrian bridge staircases.

OCTA will allocate funding and be the lead agency for the construction phase of the Project, including construction management. The City will provide engineered and approved plans ready to be permitted, as well as all required City inspections and right-of-way. The City will also maintain the stairs after completion of the Project.

The Fixing America's Surface Transportation (FAST) Act provides transportation funding for federal fiscal year (FFY) 2015-16 through FFY 2019-20. Under the FAST Act, the Federal Transit Administration (FTA) makes federal formula funds available through four major funding programs, including the Section 5337 State of Good Repair Program (Section 5337). OCTA anticipates receiving \$18,782,528 in FTA Section 5337 funds for FFY 2019-20. Funds are split between rail and bus projects based on the formula used to calculate the revenues.

On October 14, 2019, the OCTA Board of Directors (Board) approved the FFY 2019-20 FTA Section 5337 funds for Southern California Regional Rail Authority (SCRRA) rehabilitation projects. While the Project is not led by SCRRA, it does support the funding program's purpose and the Board-approved Capital Programming Policies (CPP) of utilizing Section 5337 funds to maintain facilities and keep the commuter rail system in a state of good repair. Section 5337 funding levels provide adequate funding for SCRRA rehabilitation projects in addition to replacing the staircases at the FTC.

Staff is requesting approval from the Board to program \$1,295,000 in FFY 2019-20 FTA Section 5337 funds for the construction phase of the Project.

The use of Section 5337 funds for commuter rail rehabilitation projects is consistent with the Board-approved CPP. These construction funds will complement the City funds of \$35,000 for the design phase and will provide full funding, in the amount of \$1,330,000, for the Project. Attachment A provides the updated Capital Funding Plan, which includes funding information for OCTA capital projects as well as the recommended funding changes.

Summary

Staff requests approval from the Board of Directors to program \$1,295,000 in Federal Transit Administration Section 5337 State of Good Repair Program funds for the Fullerton Transportation Center Stair Replacement Project. Staff requests authorization to process all necessary amendments to the Federal Transportation Improvement Program and for executing or amending all necessary funding agreements to reprogram the funds. Staff also requests authorization for the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-0-2266 with the City of Fullerton to define roles, responsibilities, and funding for the replacement of the stairs at the Fullerton Transportation Center and to program funds for the construction phase of the project.

Attachment

- A. Capital Funding Program Report

Prepared by:



Lora Cross, PMP
Project Manager
(714) 560-5788



Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623

Approved by:



James G. Beil, P.E.
Executive Director, Capital Programs
(714) 560-5646



Capital Funding Program Report

Pending Board of Directors (Board) Approval - June 22, 2020

Rail Project											
Project Title	M Code	Total Funding	Federal Funds			State Funds			Local Funds		
			STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
Fullerton Transportation Center parking expansion	M1/R	\$33,667				\$11,250		\$11,035	\$9,718		\$1,664
Orange Transportation Center parking structure	M1/R	\$31,003	\$2,555	\$2,644		\$13,762			\$1,850	\$420	\$9,772
Sand Canyon Avenue grade separation	M1/R	\$62,050	\$10,536					\$28,192	\$3,116	\$5,352	\$14,854
OC Streetcar (New Starts)	M1/S	\$408,160	\$54,465	\$162,213				\$25,518		\$165,964	
OC Streetcar preliminary studies and environmental	M1/S	\$7,014		\$341					\$4,977	\$554	\$1,142
Anaheim Canyon Station improvements	R	\$29,900	\$26,132							\$2,000	\$1,768
Control Point at 4th Street	R	\$2,985		\$2,985							
Fullerton Transportation Center Stair Replacement	R	\$1,330		\$1,295							\$35
Future VSS	R	\$217		\$174							\$43
Laguna Niguel to San Juan Capistrano Passing Siding	R	\$36,360	\$25,056	\$1,015		\$3,000		\$6,734			\$555
Metrolink new capital	R	\$516		\$516							
Metrolink preventive maintenance capitalized operation - FY 2016-17 to FY 2023-24	R	\$65,374		\$65,374							
Metrolink rehabilitation/renovation - FY 2011-12 to FY 2023-24	R	\$169,802		\$169,802							
Metrolink station and track improvements, and rehabilitation	R	\$3,063		\$2,617							\$446
Orange Olive Wye Connection	R	\$16,000				\$16,000					
Placentia Commuter Rail Station	R	\$34,825	\$50			\$2,500		\$400		\$8,000	\$23,875
Positive Train Control (Metrolink)	R	\$39,916		\$4,492	\$1,234			\$34,190			
San Juan Creek Bridge replacement	R	\$38,333	\$472	\$35,714	\$913			\$59		\$1,175	
Slope stabilization Laguna Niguel-Lake Forest	R	\$5,168		\$4,834						\$334	
State College grade separation (LOSSAN)	R	\$79,284						\$46,000		\$33,284	
Ticket vending machines	R	\$6,857									\$6,857
VSS at Commuter Rail Stations	R	\$4,409		\$3,594				\$56			\$759
M2 Project S Transit extensions to Metrolink (Rubber Tire)	S	\$733								\$733	
Rail Project Totals		\$1,076,966	\$119,266	\$457,610	\$2,147	\$46,512		\$152,184	\$19,661	\$217,816	\$61,770

Federal Funding Total	\$579,023
State Funding Total	\$198,696
Local Funding Total	\$299,247
Total Funding (000's)	\$1,076,966

Rail Project Completed											
Project Title	M Code	Total Funding	Federal Funds			State Funds			Local Funds		
			STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
Laguna Niguel-Mission Viejo Station parking improvements and expansion (ADA ramps)	M1/R	\$5,177	\$2,800	\$732					\$1,645		
Metrolink Grade Crossing Safety Improvements (OCX)	M1/R	\$80,618					\$18,250	\$7,600	\$30,710	\$24,058	
Metrolink rolling stock	M1/R	\$158,009	\$42,230	\$35,390				\$36,300	\$44,089		
Metrolink Service Track Expansion	M1/R	\$119,957					\$51,399	\$68,558			



Capital Funding Program Report

Pending Board of Directors (Board) Approval - June 22, 2020

Rail Project Completed											
Project Title	M Code	Federal Funds				State Funds			Local Funds		
		Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
M2 Project S Fixed-Guideway Anaheim Rapid Connection	M1/S	\$9,924		\$1,516					\$6,000	\$1,286	\$1,122
Anaheim Regional Intermodal Transportation Center (ARTIC) construction	M1/T	\$184,164	\$33,250	\$37,253	\$3,501	\$29,219			\$43,900	\$35,291	\$1,750
Fullerton Transportation Station expansion planning, environmental PSR	M1/T	\$0	\$0						\$0		
Santa Ana grade separation planning and environmental PSR	M1/T	\$1,333	\$1,180						\$153		
Santa Ana Transportation Station planning and environmental PSR	M1/T	\$1,003	\$888						\$115		
17th Street grade separation environmental	R	\$2,476								\$2,476	
Control Point Stadium Crossover	R	\$6,490		\$3,245				\$3,245			
LOSSAN Corridor grade separations PSR in Anaheim, Orange, and Santa Ana	R	\$2,699								\$2,699	
Metrolink grade crossing safety improvements ROW	R	\$3,025								\$3,025	
North Beach crossings safety enhancements	R	\$348						\$166		\$182	
Rail Crossing signal lights and pedestrian gates	R	\$252						\$252			
Rail Station Platform safety improvements (Fullerton, Irvine, and Tustin)	R	\$553						\$553			
Safety repairs for San Clemente Pier Station	R	\$122						\$122			
San Clemente Beach Trail Crossings safety enhancements	R	\$4,999						\$2,170		\$2,251	\$578
Transit Rail Security (monitors, fencing, video surveillance)	R	\$163						\$163			
Go Local	S	\$7,730							\$7,730		
ARTIC environmental, ROW, program management support, site plan	M1	\$41,369							\$8,869		\$32,500
Fiber Optics installation (Metrolink)	M1	\$23,183		\$10,903				\$10,479	\$1,801		
Laguna Niguel-Mission Viejo Station parking expansion (south lot)	M1	\$4,135						\$695	\$3,440		
Tustin Rail Station parking expansion	M1	\$15,390				\$1,100		\$7,181	\$7,109		
Rail Project Completed Totals		\$673,119	\$80,348	\$89,039	\$3,501	\$30,319		\$130,975	\$201,009	\$77,920	\$60,008
Federal Funding Total		\$172,888									
State Funding Total		\$161,294									
Local Funding Total		\$338,937									
Total Funding (000's)		\$673,119									



Capital Funding Program Report

Pending Board of Directors (Board) Approval - June 22, 2020

Board Actions:

1. Authorize the use of \$1,295,000 in Federal Transit Administration Section 5337 State of Good Repair Program funds for the Fullerton Transportation Center Stair Replacement project.

Acronyms:

- ADA - Americans with Disabilities Act
- CMAQ - Congestion Mitigation Air Quality Improvement Program
- FTA - Federal Transit Administration
- FY - Fiscal Year
- LOSSAN - Los Angeles-San Diego-San Luis Obispo Rail Corridor
- M Code - Project Codes in Measure M1 and M2
- M1 - Measure M1
- M2 - Measure M2
- OC - Orange County
- OCTA - Orange County Transportation Authority
- OCX - Rail-Highway Grade Crossing/Safety Enhancement Project
- PSR - Project Study Report
- ROW - Right-of-Way
- STBG - Surface Transportation Block Grant
- STIP - State Transportation Improvement Program
- VSS - Video Surveillance System



COMMITTEE TRANSMITTAL

June 22, 2020

To: Members of the Board of Directors
From:  Laurena Weinert, Clerk of the Board
Subject: Citizens Advisory Committee Annual Update and Member Appointments

Legislative and Communications Committee Meeting of June 18, 2020

Present: Directors Bartlett, Davies, Delgleize, Hennessey, Hernandez, Wagner, and Winterbottom
Absent: None

Committee Vote

Following the discussion, no action was taken on this receive and file information item.

Staff Recommendation

Receive and file the Citizens Advisory Committee status report.



June 18, 2020

To: Legislative and Communications Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Citizens Advisory Committee Annual Update and Member Appointments

Overview

The Orange County Transportation Authority's Citizens Advisory Committee was formed to provide feedback on significant transportation issues, help identify opportunities for community input, and serve as a public liaison for the Orange County Transportation Authority. A summary of the committee's activities during the past year and the new member appointment status is provided with this report.

Recommendation

Receive and file the Citizens Advisory Committee status report.

Background

In its role as the county transportation commission, the Orange County Transportation Authority (OCTA) is required by the Public Utilities Code (PUC) 130105 to appoint a Citizens Advisory Committee (CAC) to provide input on transportation projects, programs, services, and outreach activities. The PUC states that the commission shall "appoint...a citizens advisory committee, which membership shall reflect a broad spectrum of interests and all geographic areas of the county." The CAC is structured such that each OCTA Board of Directors (Board) member appoints two citizens to serve, creating a 34-member committee representing diverse interests and geographic areas of Orange County.

To carry out the CAC's mission, ongoing responsibilities include:

- Commenting on significant transportation issues, suggesting possible solutions, and making recommendations when appropriate
- Identifying opportunities for community input

- Recommending mechanisms and methodologies for obtaining public feedback on specific transportation issues
- Serving as a liaison between the public and OCTA

In addition, the CAC has formed a Bicycle/Pedestrian Subcommittee, which meets quarterly to review items and issues related specifically to active transportation, and a Technology and Innovation Ad Hoc Committee, which meets as needed to review new ideas focused on technological advances and innovations that could help improve Orange County's transportation system.

Discussion

As an advisory body, members' comments and suggestions help shape OCTA's services and communications to be responsive and user-friendly to the public. The wide range of viewpoints and interests represented by the membership also provides OCTA with an added sounding board for prospective programs and initiatives. Director Greg Winterbottom has attended meetings, providing guidance and sharing his insights with the committee.

CAC input is communicated to the Board in a variety of ways. Members' feedback on projects and initiatives is incorporated as programs develop, which is often noted in project staff reports. As direct appointees of the Board, CAC members are also encouraged to communicate directly with their appointing Board Member. Additionally, Director Greg Winterbottom relays CAC feedback to the Board as appropriate in addition, the CAC chairman is invited to share the committee's activities and recommendations with the Board annually.

During the past year, the CAC met three times to review and provide feedback on a variety of OCTA programs and topics. Key activities for this past year included:

- Discussing OCTA's diversity outreach efforts and reviewing projects and programs currently underway
- Commenting on OCTA's state and federal legislative platform
- Discussing the progress of OC Streetcar and Interstate 405 (I-405) Improvement Project
- Providing feedback on the Beach Boulevard Corridor Study and Bristol Corridor Study
- Discussing transportation trends and OCTA's innovation efforts with Chief Executive Officer Darrell Johnson
- Reviewing the projects and programs included in OCTA's fiscal year 2019- 2020 budget
- Receiving updates on sales tax forecasts

- Following up on the status and metrics of OC Flex, Metrolink, and OC Bus 360° efforts to grow bus ridership
- Providing feedback on the Transportation Needs Assessment and Next 10 Delivery Plan
- Reviewing options for Future Express Lane Corridors in Orange County

CAC Bicycle/Pedestrian Subcommittee

During the past year, the CAC Bicycle/Pedestrian Subcommittee met two times to give feedback on ways to better incorporate cycling as an alternative mode of transportation, and to emphasize the need to consider bicycle lanes and cyclist and pedestrian safety when making transportation improvements throughout Orange County.

The subcommittee reviewed and provided feedback on a variety of topics, including the May 2019 Bike Month Report, the City of Santa Ana Dockless Scooter Pilot Program, and Active Transportation Funding opportunities. The subcommittee also gave feedback on active transportation programs such as the Safe Routes to School Action Plan and Go Human: Beach Boulevard Open Streets. They commented on capital projects such as State Route 55 (SR-55) and the I-405 Improvement Project.

Member Appointments

CAC members serve staggered two-year terms from July through June, so each year every Board Member has one CAC member whose term expires on June 30. Committee members can serve unlimited terms. In February, each committee member with an expiring term was contacted to see if they were interested in continuing to serve. In addition, announcements were made seeking potential applicants on OCTA's blog and social media. In addition, information was sent to the media, city contacts, and local organizations to publish and include in their newsletters.

The opportunity to reappoint interested members for an additional term, along with resignations, was presented to each Board Member and their staff starting in February. The recruitment is now complete, and Board Members have either reappointed existing members or appointed new members to begin service on July 1, 2020, or have appointments pending (Attachment A).

To show OCTA's appreciation to members who will be leaving the committee, resolutions of appreciation are being prepared to thank them for their contribution.

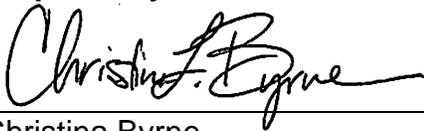
Summary

The CAC plays a vital role in OCTA's efforts to incorporate public feedback into the agency's transportation decision-making process. CAC members have contributed substantially to the work of OCTA in the past year. With the recruitment process for fiscal year 2020-21 now complete, OCTA Board Members have either reappointed existing CAC members or appointed new members. Members who are not continuing on the committee will receive resolutions of appreciation to thank them for their efforts.

Attachment

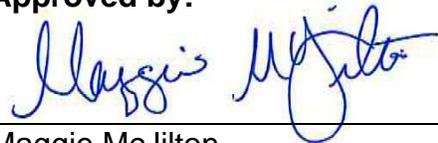
- A. Orange County Transportation Authority Citizens Advisory Committee Roster Fiscal Year 2020-21

Prepared by:



Christina Byrne
Public Outreach Department Manager
External Affairs
(714) 560-5717

Approved by:



Maggie McJilton
Interim Executive Director,
External Affairs
(714) 560-5824

**Orange County Transportation Authority
Citizens Advisory Committee
Roster Fiscal Year 2020-21
(as of 6/11/2020)**

District	Name	Affiliation	Expiration	Director
1	Randy Styner	Garden Grove Resident	2021	Steve Jones
1	Mark Paredes	Garden Grove Planning Commission	2022	Steve Jones
1	Stephanie Klopfenstein	Garden Grove Neighborhood Association / Councilmember	2021	Andrew Do
1	Lisandro Orozco	Historic Santa Ana	2022	Andrew Do
1	Andrew Ramirez	Santa Ana Resident	2021	Miguel Pulido
1	Appointment Pending	TBD	2022	Miguel Pulido
2	Patrick Brenden	Huntington Beach Resident / Councilmember	2021	Barbara Delgleize
2	Dianne Thompson	Huntington Beach Chamber of Commerce	2022	Barbara Delgleize
2	Javier Mejia	Los Alamitos Traffic Commission	2021	Richard Murphy
2	Paul Adams	Fountain Valley Planning Commission	2022	Richard Murphy
2	Min Chai	Irvine Resident	2021	Michelle Steel
2	Appointment Pending	TBD	2022	Michelle Steel
3	Appointment Pending	TBD	2021	Mark A. Murphy
3	Jeff Thompson	Tustin Planning Commission	2022	Mark A. Murphy
3	Kunal Mittal	Civil Engineer	2021	Donald P. Wagner
3	Steve Kozak	Tustin Planning Commission	2022	Donald P. Wagner
3	Karalee Darnell	Yorba Linda Planning Commission	2021	Gene Hernandez
3	Roy Shahbazian	Bus Rider, Transit Advocate of Orange County / Santa Ana Resident	2022	Gene Hernandez

4	Theresa Harvey	North Orange County Chamber	2021	Tim Shaw
4	Laurel Reimer	Orange County Young Planners Group / American Planning Association	2022	Tim Shaw
4	Mike Franze	Fullerton Bicycles	2021	Doug Chaffee
4	Appointment Pending	TBD	2022	Doug Chaffee
4	Amelia Castro	Anaheim Housing and Community Development Commission	2021	Harry S. Sidhu
4	Deepak Krishan	Anaheim Resident / Accountant	2022	Harry S. Sidhu
5	John Taylor	San Juan Capistrano Councilmember	2021	Lisa A. Bartlett
5	Derek McGregor	Trabuco Canyon Advisory Committee	2022	Lisa A. Bartlett
5	Margaret Novak	Women's Transportation Seminar of Orange County / Ladera Ranch Civic Council	2021	Joseph Muller
5	David Wheeler	Laguna Hills Resident / Councilmember	2022	Joseph Muller
5	John Kinney	Laguna Niguel Traffic Commissioner	2021	Laurie Davies
5	Kellie Aamodt	UC Irvine/UPS	2022	Laurie Davies
Public Member	Hamid Bahadori	AAA of Southern California	2021	Michael Hennessey
Public Member	Frank Murphy	Orange Rotary	2022	Michael Hennessey
Public Member	Michael McNally	UC Irvine	2021	Gregory T. Winterbottom
Public Member	Dan Kalmick	Huntington Beach Planning Commission	2022	Gregory T. Winterbottom



COMMITTEE TRANSMITTAL

June 22, 2020

To: Members of the Board of Directors
From:  Laurena Weinert, Clerk of the Board
Subject: Special Needs Advisory Committee Annual Update and Member Appointments

Legislative and Communications Committee Meeting of June 18, 2020

Present: Directors Bartlett, Davies, Delgleize, Hennessey, Hernandez, Wagner, and Winterbottom
Absent: None

Committee Vote

Following the discussion, no action was taken on this receive and file information item.

Staff Recommendation

Receive and file the Special Needs Advisory Committee status report.



June 18, 2020

To: Legislative and Communications Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Special Needs Advisory Committee Annual Update and Member Appointments

Overview

The Special Needs Advisory Committee was formed to advise the Orange County Transportation Authority on the transportation needs of senior citizens and persons with disabilities. The member appointment status and a summary of the committee's activities during the past year is provided with this report.

Recommendation

Receive and file the Special Needs Advisory Committee's status report.

Background

On January 13, 1992, the Orange County Transportation Authority (OCTA) Board of Directors (Board), concurrent with approving the OCTA 1992 Complementary Paratransit Plan as required by the Americans with Disabilities Act, voted to establish a standing citizens' committee, the Special Needs Advisory Committee (SNAC), to advise OCTA on the transportation needs of senior citizens and persons with disabilities.

Discussion

The Special Needs Advisory Committee's (SNAC) mission is to advise OCTA on the promotion of integrated public transit services and improve communication between OCTA and its customers who have special transportation needs. SNAC members also provide support for OC ACCESS service eligibility appeals. The SNAC is comprised of 34 members appointed by the OCTA Board of Directors (Board). Members serve staggered three-year terms and meet quarterly.

The committee met three times during fiscal year (FY) 2019-20, with one regular meeting cancelled due to the novel coronavirus (COVID-19). During the year, the committee discussed the following items:

OC Bus 360° and FY 2019-20 Bus Service Changes

The committee was presented an overview of OC Bus service plan recommendations for FY 2019-20. SNAC feedback was incorporated into final recommendations to the Board regarding proposed bus service plans scheduled for October 2019 and February 2020. Several elements of the plan were discussed, such as public outreach, customer feedback, and changes to Route 213 that decreased travel times.

The SNAC received updates on the October 2019 and February 2020 service changes and provided feedback including discussion of bus route changes due to construction, weekend bus service to John Wayne Airport, and adding rider amenities such as USB charging ports for future consideration. Additional discussion from members included concerns that some cities were removing benches at bus stops to discourage loitering.

Mobility Management Travel Training

The SNAC received a presentation on OCTA's Mobility Management Travel Training, a grant-funded pilot program that provides training for OC ACCESS eligible customers to use fixed-route service. By providing this training, customers retain their OC ACCESS eligibility, while also gaining the flexibility of using OC Bus service at a significant cost-savings to OCTA. During the two-year pilot program, there were 50 large group workshops and 163 travel trainings, reaching more than 1,000 people. A resource book was also produced in partnership with 211OC.com. Committee members discussed the program and asked several questions about how to use 211 via phone or text message and how to receive additional copies of the resource booklet.

OC ACCESS

The committee received regular updates on the operations of several programs, including OC ACCESS. Matters discussed included paratransit ridership trends, wheelchair securement training, and the procedure to handle "no show" riders. Feedback and comments from the SNAC included the requests to have text or phone notifications when a scheduled OC ACCESS vehicle is arriving, discussion of scheduling options when requesting a trip, and requests to provide more detailed pickup location instructions to OC ACCESS drivers. This feedback

was provided directly to OC ACCESS staff for consideration and possible future implementation.

OC Flex

Committee members received an update on the results of the first six months of the new on-demand microtransit service, OC Flex, including the positive ridership trend and the frequent first/last mile connections with the large amount of OC Flex users going to transportation centers. Feedback included interest in which additional communities OC Flex may be offered, the wheelchair accessibility of the service, the cost of the fare, and the number of vehicles in service.

Public/Corridor Studies

The SNAC was presented with information about the Transportation Needs Assessment, Coordinated Plan, and Bristol corridor studies. Members reviewed proposed public feedback survey instruments and discussed the public outreach efforts. Feedback on the Coordinated Plan Survey, which helps OCTA develop a regional plan for 5310 funding requests, was particularly constructive, with the SNAC providing additional interested groups to be contacted and sharing the survey with their respective organizations.

Exceptional Service Awards

The presentation of exceptional service awards to OC ACCESS drivers continues to be an important and much appreciated function of the SNAC. This year the SNAC presented awards to six drivers for outstanding service to customers.

New Member Recruitment

The SNAC is structured such that each OCTA Board Member appoints two citizens to serve, creating a 34-member committee reflecting a broad representation of constituents from throughout Orange County. The terms of 12 SNAC positions expire on June 30, 2020. To commence the appointment process, the SNAC members whose terms are expiring were asked if they would be willing to serve for another term. For open seats, announcements were made seeking potential applicants by email to social service organizations, and outreach was conducted to individuals and agencies involved in services for senior and disabled individuals. A list was developed of interested and qualified potential applicants.

The opportunity to reappoint interested members for an additional term, along with recent resignations was presented to each OCTA Board Member and their staff in April. The recruitment period is now complete, and Board Members have either reappointed current members, appointed new members to begin service on July 1, 2020, or have appointments pending. A roster of members, including pending appointments, is included (Attachment A).

All candidates meet the following criteria:

- Demonstrate interest and involvement with persons with disabilities, senior citizens, and others with special needs;
- Represent large, active constituencies with whom regular interface regarding transportation matters is conducted; and
- Commit to dedicate no fewer than 12 hours per year to OCTA meetings and activities.

Next Steps

New SNAC members will attend an orientation prior to their first committee meeting of the fiscal year on July 28, 2020. Staff will return to the Board next year with a report on the SNAC activities and notification of appointment of members whose three-year terms have expired. Outgoing members will receive resolutions of appreciation for their service.

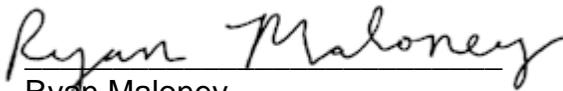
Summary

The SNAC continues to serve in an advisory and advocacy role on transit issues of importance throughout the year. A roster of members, including pending appointments, is included (Attachment A).

Attachment

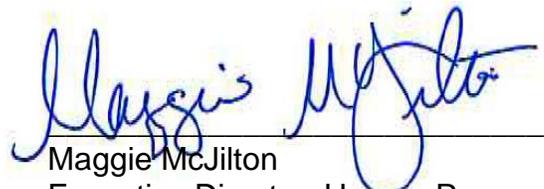
- A. Orange County Transportation Authority Special Needs Advisory Committee Roster Fiscal Year 2020-21

Prepared by:



Ryan Maloney
Manager, Customer Engagement and
Data Analytics, External Affairs
714-560-5451

Approved by:



Maggie McJilton
Executive Director, Human Resources
and Organizational Development
714-560-5824

ATTACHMENT A**Orange County Transportation Authority
Special Needs Advisory Committee Roster
Fiscal Year 2020-21**

District	Name	Affiliation	Expiration	Director/Public Member
1	Sandra Albear	Braille Institute of America	2023	Andrew Do
1	Mike Gonzalez	City of Santa Ana Environmental and Transportation Advisory Committee	2023	Andrew Do
1	Mallory Vega	Acacia Adult Day Services	2022	Steve Jones
1	Gloria Reyes	Abrazar, Inc.	2023	Steve Jones
1	Appointment Pending	TBD	2020	Miguel Pulido
1	Cesar Hernandez	Transportation Solutions	2022	Miguel Pulido
2	Bob Tiezzi	My Day Counts	2021	Barbara Delgleize
2	Mary Lou Shattuck	Alzheimer's Family Services Center	2021	Barbara Delgleize
2	Henry Michaels	California Elwyn Rehabilitation Department	2023	Richard Murphy
2	Terry Coakley	Senior and Disability Advocate	2021	Richard Murphy
2	Appointment Pending	TBD	2022	Michelle Steel
2	Appointment Pending	TBD	2020	Michelle Steel
3	Appointment Pending	TBD	2021	Mark A. Murphy
3	Appointment Pending	TBD	2020	Mark A. Murphy
3	Sue Lau	Polio Survivors Plus, AARP	2021	Gene Hernandez
3	Caroline Wahlstrom	Placentia - Yorba Linda School District	2023	Gene Hernandez
3	Rachel Lurya	Office of Supervisor Wagner, County of Orange	2021	Donald P. Wagner
3	Ellen Schenk	State of California Department of Rehabilitation	2022	Donald P. Wagner
4	Tracy Bryars	Healthy Communities Initiative, St. Jude Medical Center	2021	Doug Chaffee
4	Appointment Pending	TBD	2020	Doug Chaffee

**Orange County Transportation Authority
Special Needs Advisory Committee Roster
Fiscal Year 2019-20**

District	Name	Affiliation	Expiration	Director/Public Member
4	Karyl Dupée	St. Jude Medical Center/ Senior Services	2021	Tim Shaw
4	Appointment Pending	TBD	2021	Tim Shaw
4	Wayne Heidle	Marshall B. Ketchum University	2021	Harry S. Sidhu
4	Appointment Pending	TBD	2020	Harry S. Sidhu
5	Joe Rainey	Councilmember, City of Laguna Woods	2021	Lisa A. Bartlett
5	Ericka Danczak	County of Orange Office on Aging	2021	Lisa A. Bartlett
5	Carolyn Inmon	Senior Citizens Advisory Council	2021	Joseph Muller
5	Sandra Stang	Housing and Transportation Committee	2023	Joseph Muller
5	John Ulrich	Laguna Niguel Senior Citizens Committee	2022	Laurie Davies
5	Tom Krogstad	Senior and Special Needs Advocate	2023	Laurie Davies
Public Member	Janice Almaraz	Orange County Department of Education	2021	Michael Hennessey
Public Member	Isaac López	Advocate for Persons with Disabilities	2021	Michael Hennessey
Public Member	Appointment Pending	TBD	2020	Gregory T. Winterbottom
Public Member	Brandi Kelly Contreras	City of Huntington Beach	2023	Gregory T. Winterbottom



COMMITTEE TRANSMITTAL

June 22, 2020

To: Members of the Board of Directors
From: Laurena Weinert, Clerk of the Board
Subject: Annual Update to Investment Policy for 2020

Finance and Administration Committee Meeting of June 10, 2020

Present: Directors Do, Hennessey, Hernandez, Jones, Muller, and Steel
Absent: Director R. Murphy

Committee Vote

Following the roll call vote, this item was declared passed 6-0 by the Members present.

Committee Recommendations

- A. Adopt the 2020 Investment Policy dated June 10, 2020.
- B. Authorize the Treasurer to invest, reinvest, purchase, exchange, sell, and manage Orange County Transportation Authority funds during fiscal year 2020-21.



June 10, 2020

To: Finance and Administration Committee
From: Darrell E. Johnson, Chief Executive Officer
Subject: Annual Update to Investment Policy for 2020

Overview

The Treasurer is presenting the Orange County Transportation Authority's Investment Policy for 2020. The Investment Policy sets forth the investment guidelines for all funds invested on and after June 10, 2020. As recommended under California Government Code Section 53646(a)(2), the Orange County Transportation Authority is submitting its Investment Policy to be reviewed at a public meeting. Further, the governing body of a local agency has the authorization to appoint, for a period of one year, a Treasurer to invest, reinvest, purchase, exchange, sell, or manage public funds.

Recommendations

- A. Adopt the 2020 Investment Policy dated June 10, 2020.
- B. Authorize the Treasurer to invest, reinvest, purchase, exchange, sell, and manage Orange County Transportation Authority funds during fiscal year 2020-21.

Background

The Investment Policy (Policy) sets forth the guidelines for all Orange County Transportation Authority (OCTA) investments that must conform to California Government Code (Code). The main objectives of the Policy continue to be the preservation of capital, liquidity, diversification, and a market average rate of return through economic cycles.

The Policy is reviewed and approved by the Board of Directors (Board) at least annually. However, relevant changes to the Code may warrant amendments to the Policy throughout the year.

Discussion

The 2020 Policy is being submitted for review and adoption by the Board. OCTA's four investment managers performed an objective evaluation of the policy as it relates to effectiveness and risk. Based on their feedback, staff is recommending changes be made to the policy.

Historically, OCTA's Policy has been more conservative than the Code and, despite the recommended changes, will remain more conservative than the Code in most areas. While there was some sentiment among investment managers to reduce minimum credit quality requirements for various security types, as well as increase allocation limits, OCTA decided in light of the current market environment that no changes would be made to the conservative approach towards credit criteria and allocation limits. Staff is comfortable that the current investment guidelines are a good match for the risk tolerance of OCTA, while providing sufficient latitude for investment managers to navigate the fixed-income market.

The primary recommended changes to the Policy, consisting of changes to improve clarity, and align definitions and reporting requirements to the Code, can be found in Attachment A. The attachment describes the current policy, recommended change, rationale for the recommended change, and the source of the recommended change.

A high-level summary of the recommended changes and the source of the recommendations are as follows:

- Add language to clarify funds that are governed by their respective bond indenture agreements (OCTA)
- Adjust language to match California Code Section 53607 regarding a monthly report to the legislative body (OCTA)
- Increase Local Agency Investment Fund deposit limit from \$65 million to \$75 million to align with the new limit set by the California State Treasurer as of January 1, 2020 (investment managers)

The 2020 Policy can be found under Attachment B, and as reference a black-line copy of the 2020 Policy (reflecting all proposed changes to the Code, including minor adjustments), can be found under Attachment C.

Next Steps

If the Board approves the 2020 Policy, a copy of the final Policy will be provided to each portfolio manager. Each portfolio manager will be required to acknowledge receipt and understanding of the Investment Policy changes.

Summary

California Government Code Section 53646(a)(2) recommends that local agencies annually review their Investment Policy at a public meeting. The Treasurer is submitting the Orange County Transportation Authority's 2020 Investment Policy for approval by the Board of Directors. Further, the Orange County Transportation Authority requests approval by the Board of Directors, authorizing the Treasurer, for a period of one year, to invest, reinvest, purchase, exchange, sell, and manage Orange County Transportation Authority funds during fiscal year 2020-21.

Attachments

- A. Primary Changes to Improve Clarity and Align Definitions and Reporting Requirements to the Code
- B. Orange County Transportation Authority 2020 Investment Policy June 10, 2020
- C. Black-Line Copy of Orange County Transportation Authority 2020 Investment Policy June 10, 2020

Prepared by:



Robert Davis
Department Manager
Treasury/Public Finance
714-560-5675

Approved by:



Andrew Oftelie
Chief Financial Officer,
Finance and Administration
714-560-5649

Primary Changes to Improve Clarity and Align Definitions and Reporting Requirements to the Code

Section of Investment Policy	Page	Current Policy	Recommendation	Rationale	Recommended By
Scope	1,3	Limited language regarding funds invested according to their respective indenture.	Add language to clarify funds that are governed by their respective bond indenture agreements	To clarify investments not governed by the Investment Policy	OCTA
Responsibilities	3	Language regarding monthly and quarterly reporting	Adjust language to match California Code section 53607 regarding a monthly report to the legislative body	Combine monthly and quarterly processes into one concise and detailed report to be provided to the Finance and Administration Committee and Board of Directors on a monthly basis	OCTA
Safekeeping and Custody	4	Limited language regarding safekeeping of invested funds	Add a section regarding Safekeeping and Custody of OCTA invested funds	To provide the reader with additional clarity regarding the operation of OCTA's investment program	Investment Manager
U.S. Treasury Obligations and Federal Agency or U.S. Government Sponsored Enterprises	5	Investments are currently grouped together as "Federal Agencies and U.S. Government Sponsored Enterprises"	Separate the investment listing for U.S. Treasury Obligations and Federal Agency's or U.S. Government Sponsored Enterprises to align with the Code	To clarify specifics of each separate investment type	Investment Manager and OCTA
Municipal Debt	5	No specific language regarding defeased Municipal Debt	Add language to clarify defeased bonds as eligible securities within the Municipal Debt section	Allows flexibility since it is common for municipal bonds to be defeased throughout the life of the bond	Investment Manager and OCTA
Local Agency Investment Fund (LAIF)	7	Limits \$65 million per account invested	Increase LAIF deposit limit from \$65 million to \$75 million to align with new limit set by the California State Treasurer as of January 1, 2020	Allows additional investment flexibility within pooled investments	Investment Manager

Proposed Changes to Investment Policy

Investment Pools	7	Language regarding Investment Pools	Add language clarifying Investment Pools are governed by their own Investment Policy for all pooled investments	To clarify governing document for investment pools	Investment Manager
Bank Deposits	8	No language regarding collateralization of bank deposits	Add language referencing code requirements for bank deposits to be collateralized.	To match code requirements and clarify collateralization requirements	Investment Manager
Credit Rating Actions	8	Limited language regarding OCTA reporting and investment manager requirements for investments put on credit watch or downgraded	Add language to clarify investment manager reporting responsibilities for rating downgrades	To provide clarity and guidance of expectations once OCTA securities are put on credit watch or downgraded	OCTA

**Orange County Transportation Authority
2020 Investment Policy
June 10, 2020**

1. PURPOSE

This Investment Policy sets forth the investment guidelines for all funds of the Orange County Transportation Authority (OCTA) invested on and after June 10, 2020. The objective of this Investment Policy is to ensure OCTA's funds are prudently invested to preserve capital, provide necessary liquidity and to achieve a market-average rate of return through economic cycles.

Investments may only be made as authorized by this Investment Policy. The OCTA Investment Policy conforms to the California Government Code (the Code) as well as customary standards of prudent investment management. Irrespective of these policy provisions, should the provisions of the Code be or become more restrictive than those contained herein, such provisions will be considered immediately incorporated into the Investment Policy and adhered to.

2. SCOPE

The policy applies to the investment of all funds, excluding the investment of employees' retirement funds, separate trusts, and funds invested separately under Bond Indenture Agreements (Bond Agreements). Bond Funds and Accounts (Bond Funds) shall be invested in the securities permitted by the applicable Bond Agreements. If the Bond Agreements are silent as to the permitted investments, the Bond Funds will be invested in the securities permitted by this Policy. Notwithstanding the other provisions of this Policy, the percentage limitations listed elsewhere in this Policy do not apply to Bond Funds.

3. INVESTMENT OBJECTIVES

The primary objectives, in priority order, of investment activities shall be:

- a. **Safety of Principal** -- Safety of principal is the foremost objective of the OCTA. Each investment transaction shall seek to ensure that capital losses are avoided, whether from institutional default, broker-dealer default, or erosion of market value of the securities.
- b. **Liquidity** -- It is important that the portfolio contain investments for which there is an active secondary market, and which offer the flexibility to be easily sold at any time with minimal risk of loss of either the principal or interest based upon then prevailing rates.
- c. **Total Return** -- The OCTA's portfolio shall be designed to attain a market-average rate of return through economic cycles.
- d. **Diversification** -- Finally, the OCTA shall diversify its portfolio(s) to avoid incurring unreasonable market risks.

4. PRUDENCE

OCTA's Board of Directors or persons authorized to make investment decisions on behalf of OCTA are trustees and fiduciaries subject to the prudent investor standard.

The standard of prudence to be used by investment officials shall be the "prudent investor" standard as defined in the Code below and shall be applied in the context of managing an overall portfolio. OCTA's investment professionals acting in accordance with written procedures and the Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control developments.

The Prudent Investor Standard: When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including but not limited to, the general economic conditions and the anticipated needs of OCTA, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

5. ETHICS AND CONFLICTS OF INTEREST

OCTA's officers and employees involved in the investment process shall not participate in personal business activity that conflicts with the proper execution of OCTA's investment program, or which impairs their ability to make impartial investment decisions. OCTA's investment professionals and Treasury/Public Finance Department employees are not permitted to have any material financial interests in financial institutions that conduct business with OCTA, and they are not permitted to have any personal financial/investment holdings that have a material effect on the performance of OCTA's investments.

6. DELEGATION OF AUTHORITY

Authority to manage OCTA's investment program is derived from an order of the Board of Directors. Management responsibility for the investment program is hereby delegated to OCTA's Treasurer pursuant to Section 53607 of the Code. On an annual basis, the Board of Directors is required to renew the authority of OCTA's Treasurer to invest or reinvest OCTA funds. The Treasurer is hereby authorized to delegate his authority as he determines to be appropriate. No person may engage in an investment transaction except as provided under the terms of this Investment Policy and the procedures established by the Treasurer. The Treasurer shall be responsible for all actions undertaken and shall establish a system of controls to regulate the activities of subordinate professionals.

The Treasurer shall develop administrative procedures and internal control, consistent with this Investment Policy, for the operation of OCTA's investment program. Such procedures shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees of OCTA.

7. RESPONSIBILITIES

The Finance and Administration Committee of the OCTA Board of Directors, subject to the approval of the OCTA Board of Directors, is responsible for establishing the Investment Policy and ensuring investments are made in compliance with this Investment Policy. This Investment Policy shall be reviewed annually by the Board of Directors at a public meeting.

The Treasurer is responsible for making investments and for compliance with this policy pursuant to the delegation of authority to invest funds or to sell or exchange securities. Pursuant to Section 53607 of the Code, the Treasurer shall make a monthly report to the Board of Directors. The OCTA provides a monthly report to the Finance and Administration Committee and the Board of Directors in accordance with Section 53607 of the Code

The Treasurer is responsible for establishing a procedural manual for OCTA's investment program and for having an annual independent audit performed on OCTA's investments.

8. COMPLIANCE

The OCTA has provided each of its portfolio managers with a copy of this Investment Policy as a part of their contract and expects its portfolio managers to invest each portfolio they manage for OCTA in accordance with the provisions of the Investment Policy or the respective Bond Agreements as applicable. When diversification limits are exceeded by a portfolio manager, the Treasurer will document the situation and include a write-up in the monthly Debt and Investment Report to the Finance and Administration Committee and the Board of Directors.

The OCTA Treasurer is responsible for verifying each portfolio manager's compliance as well as OCTA's entire portfolio's compliance with the provisions of the Investment Policy.

If OCTA's Treasurer, in his sole discretion, finds that a portfolio manager has made an investment that does not comply with the provisions of the Investment Policy, the Treasurer shall immediately notify the portfolio manager of the compliance violation. At that point, the portfolio manager is on probation for a period of one year. The second time a violation occurs while the portfolio manager is on probation, the Finance and Administration Committee shall review the error and may request that the portfolio manager responsible for the compliance violation meet with the Chair of the Finance and Administration Committee and the Treasurer as soon as practical at which time it will be decided whether the Board of Directors will be notified of the violation.

If OCTA's Treasurer finds that the portfolio manager has made a third investment while on probation that does not comply with the provisions of the Investment Policy, the Treasurer shall notify the Board of Directors of the compliance violations. OCTA may terminate services for its convenience any time by providing at least 30 days written notice.

9. FINANCIAL BENCHMARKS

In order to establish a basis for evaluating investment results, the Authority uses two nationally recognized fixed income security performance benchmarks to evaluate return on investments.

The ICE/BAML 1-3-year Treasury Index and the ICE/BAML 1-3 year AAA-A U.S. Corporate and Government Index benchmarks are used for OCTA's short-term portfolios.

10. SAFEKEEPING AND CUSTODY

To protect against potential losses by collapse of individual securities dealers, all deliverable securities owned by OCTA, including collateral on repurchase agreements, shall be held in safekeeping by a third party bank trust department acting as agent for OCTA under the terms of a custody agreement executed by the bank and by OCTA. All deliverable securities will be received and delivered using standard delivery-versus-payment procedures.

11. PERMITTED INVESTMENTS

Maturity and Term

All investments, unless otherwise specified, are subject to a maximum stated term of five years. Maturity shall mean the stated final maturity or the mandatory redemption date of the security, or the unconditional put option date if the security contains such a provision. Term or tenure shall mean the remaining time to maturity from the settlement date.

The Board of Directors must grant express written authority to make an investment or to establish an investment program of a longer term no less than three months prior to the investment

Eligible Instruments and Quality

OCTA policy is to invest only in high quality instruments as permitted by the Code, subject to the limitations of this Investment Policy. If an eligible security already contained in the Authority's portfolio is subsequently placed on "Negative Credit Watch" (Credit Watch) by any of the three Nationally Recognized Statistical Rating Organizations (NRSROs), then the security will be handled under the provisions of Credit Rating Actions. Percentage holding limits and credit quality minimums in this section are applicable at the time of purchase.

11-1. OCTA NOTES AND BONDS

Notes and bonds issued by OCTA, including notes and bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by OCTA or by a department, board, agency or authority of OCTA which may bear interest at a fixed or floating rate.

11-2. U.S. TREASURY OBLIGATIONS

United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

11-3. FEDERAL AGENCY OR U.S. GOVERNMENT SPONSORED ENTERPRISES

Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or the U.S. government sponsored enterprises.

11-4. MUNICIPAL DEBT

Such instruments defined as being issued by a local or state agency, including:

- A. Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.
- B. Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of revenues from a revenue-producing property owned, controlled, or operated by the state or local agency or by a department, board, agency or authority of the local agency.
- C. Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
- D. Defeased state and local obligations (as defined in A,B, or C above) as long as the obligations have been legally defeased with State and Local Government Series (SLGS), U.S. Treasury, and U.S. Agency securities and such obligations mature or otherwise terminate within five years of the date of purchase.

11-5. BANKERS ACCEPTANCES

Bankers' acceptances otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank.

11-6. COMMERCIAL PAPER

The entity that issues commercial paper shall meet the following conditions:

- A. be issued by corporations that have debt other than commercial paper, if any, that is rated A-1 or its equivalent or higher by a NRSRO
- B. be issued by corporations organized and operating within the United States and having total assets in excess of five hundred million dollars (\$500,000,000), and
- C. may not purchase more than 10 percent of the outstanding paper of any single issuer.

11-7. NEGOTIABLE CERTIFICATES OF DEPOSIT

Negotiable Certificates of Deposit issued by a nationally or state-chartered bank or state, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federally licensed or state licensed branch of a foreign bank.

11-8. REPURCHASE AGREEMENTS

Repurchase agreements collateralized by U.S. Treasuries or Agency securities as defined in the Investment Policy with any registered broker-dealer subject to the Securities Investors Protection Act or any commercial banks insured by the FDIC provided:

- A. a Securities Industry and Financial Markets Association (SIFMA) master repurchase agreement and a tri-party agreement, if applicable, representing a custodial undertaking in connection with a master repurchase agreement, which governs the transaction and has been signed by OCTA; and
- B. the securities are held free and clear of any lien by OCTA's custodian or trustee or an independent third party acting as agent "Agent" for the custodian or trustee, and such third party is (i) a Federal Reserve Bank, or (ii) a bank which is a member of the Federal Deposit Insurance Corporation and which has combined capital, surplus and undivided profits of not less than \$50 million and the custodian or trustee shall have received written confirmation from such third party that it holds such securities, free and clear of any lien, as agent for OCTA's custodian or trustee; and
- C. a perfected first security interest under the Uniform Commercial Code, or book entry procedures prescribed at 31 C.F.R. 306.1 et seq. or 31 C.F.R. 350.0 et seq. in such securities is created for the benefit of OCTA's custodian or trustee and OCTA; and
- D. the Agent provides OCTA's custodian or trustee and OCTA with valuation of the collateral securities no less frequently than weekly and will liquidate the collateral securities if any deficiency in the required 102 percent collateral percentage is not restored within two business days of such valuation.

11-9. MEDIUM TERM NOTES

Medium term notes are defined as all corporate and depository institution debt securities issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

11-10. MONEY MARKET MUTUAL FUNDS

Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940. Shares may not represent more than 10 percent of the fund's or pool's asset and no more than 10% of the total portfolio may be invested in shares of any one money market mutual fund.

11-11. MORTGAGE OR ASSET-BACKED SECURITIES

Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond.

11-12. SUPRANATIONALS

US Dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.

11-13. STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)

LAIF is a pooled fund managed by the State Treasurer referred to in Section 16429.1 of the Code. All securities are purchased under the authority of the Code Section 16430 and 16480.4.

11-14. ORANGE COUNTY TREASURY INVESTMENT POOL (OCIP)

The OCIP is a pooled fund managed by the Orange County Treasurer and is comprised of two funds, the Money Market Fund and Extended Fund. The Money Market Fund is invested in cash equivalent securities. The Extended Fund is for cash requirements past one year and is based on the Code Sections 53601 and 53635. These pools are based on the investment requirements detailed in Government Code Sections 53600 et seq. and 53630 et seq.

11-15. INVESTMENT POOLS

Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7 that invests in the securities and obligations as authorized under the pools investment policy and that comply with the investment restrictions of Government Code Sections 53600 through 53610 and Section 53630.

11-16. VARIABLE AND FLOATING RATE SECURITIES

Variable and floating rate securities are restricted to investments in securities with a final maturity of not to exceed five years as described above, must utilize traditional money market reset indices such as U. S. Treasury bills, Federal Funds, commercial paper or LIBOR (London Interbank Offered Rate) or SOFR (Secured Overnight Financing Rate), and must meet all minimum credit requirements previously detailed in the Investment Policy. Investments in floating rate securities whose reset is calculated using more than one of the above indices are not permitted, i.e. dual index notes.

11-17. BANK DEPOSITS

Bank deposits in California banks which have a minimum short-term rating of A-1, or its equivalent or higher, by a NRSRO. Bank deposits are required to be collateralized as

specified under Government Code section 53630. The Treasurer shall draft and execute a contract describing provisions for bank deposits.

11-18. DERIVATIVES

Derivatives are to be used as a tool for bonafide hedging investments only where deemed appropriate. Derivatives shall not be used for the purpose of interest rate speculation.

Derivative products in any of the eligible investment categories listed above may be permitted. The Treasurer has the sole responsibility for determining which prospective investments are derivatives. Each prospective investment in a derivative product must be documented by the Treasurer as to the purpose and specific financial risk being hedged. Each such investment must be approved by the Finance and Administration Committee prior to entering into such investment.

No investments shall be permitted that have the possibility of returning a zero or negative yield if held to maturity. In addition, the investment in inverse floaters, range notes, strips derived from mortgage obligations, step-up notes and dual index notes are not permitted investments.

Credit Rating Actions

Rating criteria will apply at the time of purchase of a security and monitored for changes while retained within OCTA's portfolio. A security whose credit rating has been placed on Credit Watch, or whose credit rating has been downgraded (including downgrades resulting in the rating falling below the minimum credit rating requirements) subsequent to the time of purchase, is not a violation of OCTA's Investment Policy.

Investment Managers are to notify OCTA (the Director of Finance and Administration, the Department Manager for Treasury and Public Finance, and the Department Analyst) regarding any security whose credit rating has been placed on Credit Watch or downgraded. The notice shall include a risk assessment based on OCTA's Investment Objectives, and a recommendation to retain or sell the security. The security shall be immediately reviewed by the Treasurer for action. The decision to retain the security, sell the security, or other action shall be approved by the Treasurer.

The Authority will notify the Board through its monthly reporting practices of all securities placed on Credit Watch or downgraded during the reporting period. Securities whose credit rating falls below the minimum requirements, will be noticed in the monthly debt and investment reports until the security is sold or meets the minimum credit rating requirements.

Diversification and Maturity Restrictions

Diversification and maturity restrictions ensure the portfolio is not unduly concentrated in the securities of one type, industry, entity, or specific maturity thereby assuring adequate portfolio liquidity should one sector or company experience difficulties.

Outside portfolio managers must review the portfolios they manage to ensure compliance with OCTA's diversification guidelines on an ongoing basis.

AUTHORIZED INVESTMENTS, ISSUER CONCENTRATION & MATURITY RESTRICTIONS

Type of Investment	CA Code Maximum Maturity	CA Code Maximum % of Portfolio	CA Code Minimum Quality Requirements	OCTA Maximum % of Portfolio*	OCTA Code Minimum Quality Requirements
OCTA Notes and Bonds	5 Years	100%	None	25%	Same as CA Code
U.S. Treasury Obligations	5 Years	100%	None	Same as CA Code	Same as CA Code
Federal Agencies or U.S. Government Sponsored Enterprises	5 Years	100%	None	Same as CA Code	Same as CA Code
Municipal Debt	5 Years	100%	None	30% total, no more than 5% by any one issuer	"A" rating category or "A-1" rated, or its equivalent or higher, by an NRSRO
Bankers Acceptances	180 Days	40%, 30% of a single issuer	None	30%, no more than 5% any single issuer	"A-1" rated, or its equivalent or higher, by 2 NRSROs
Commercial Paper	270 Days	25%, 10% of a single issuer	"A-1" rated, or its equivalent or higher by an NRSRO	Same as CA Code	"A-1" rated, or its equivalent or higher, by 2 NRSROs
Negotiable Certificates of Deposit	5 Years	30%	None	30%, no more than 5% in any single issuer	"A" rating category or "A-1" rated, or its equivalent or higher, by 2 NRSROs
Repurchase Agreements	1 Year	100%	None	25%	"A" rating category or "A-1" rated, or its equivalent or higher, by 2 NRSROs
Medium Term Maturity Notes	5 Years	30%	"A" rating category, or its equivalent or higher, by an NRSRO	30% total, no more than 5% in any one issuer	Same as CA Code
Money Market/Mutual Funds	N/A	20%, 10% of any one mutual fund	"AAA" rated, or its equivalent, by 2 NRSROs	20%, 10% of fund's assets, 10% of any one mutual fund	Same as CA Code
Mortgage Pass-Through and Asset-backed Securities	5 Years	20%	"AA" rating category, or its equivalent or higher, by an NRSRO	20%, no more than 10% in Asset-backed Securities, no more than 5% in any single issuer	Same as CA Code
Supranationals	5 Years	30%	"AA" rating category, or its equivalent or higher, by an NRSRO	20%, no more than 10% in any single issuer	Same as CA Code
Local Agency Investment Fund (LAIF)**	N/A	\$75 million per account	None	\$75 million per account	Same as CA Code
Orange County Investment Pool (OCIP)	N/A	100%	None	10%	Same as CA Code
Joint Powers Authority (JPA) Investment Pools	N/A	100%	None	10%	Same as CA Code

* Additional portfolio restrictions include bank deposits (5%) and variable and floating rate securities (30%)

** Current deposit limits for LAIF regular accounts are set by the State Treasurer

Issuer/Counter-Party Diversification Guidelines for All Securities Except U.S. Treasuries and U.S. Government Agency Securities

Unless otherwise specified in this policy, any one corporation, bank, local agency, special purpose vehicle or other corporate issuer name for one or more series of securities shall not exceed 5% of the portfolio.

Issuer/Counter-Party Diversification Guidelines for OCTA's Debt

The Authority can purchase all or a portion of the Orange County Transportation Authority's debt, including notes and bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by OCTA or by a department, board, agency or authority of OCTA which may bear interest at a fixed or floating rate, providing the purchase does not exceed 25% of the Maximum Portfolio.

12. SECURITIES SAFE KEEPING

All deliverable security transactions, including collateral for repurchase agreements, entered into by OCTA shall be conducted on a delivery-versus-payment basis. Deliverable securities shall be held by a third-party custodian designated by the Treasurer, evidenced by safe keeping receipts and in compliance with Code Section 53608.

13. BROKER DEALERS

The Treasurer, and investment professionals authorized by the Treasurer, may buy securities from a list of broker dealers and financial institutions that will be periodically reviewed.

Outside portfolio managers must certify that they will purchase securities from broker/dealers (other than themselves) or financial institutions in compliance with this Investment Policy.

14. INVESTMENT POLICY REVIEW

This Investment Policy shall be reviewed annually by the Finance and Administration Committee of the OCTA Board of Directors to ensure its consistency with the overall objectives of preservation of principal, liquidity, yield and diversification and its relevance to current law and economic trends.

15. DEFINITION OF TERMS

ACCRUED INTEREST: The amount of interest that is earned but unpaid since the last interest payment date.

AGENCY SECURITIES: (See U.S. Government Agency Securities)

ASK PRICE: (Offer Price) The price at which securities are offered from a seller.

ASSET BACKED SECURITIES (ABS): Securities collateralized or backed by receivables such as automobile loans and credit card receivables. The assets are transferred or sold by the company to a Special Purpose Vehicle and held in trust. The SPV or trust will issue debt collateralized by the receivables.

BANKERS ACCEPTANCES (BAs): Time drafts which a bank "accepts" as its financial responsibility as part of a trade finance process. These short-term notes are sold at a discount and are obligations of the drawer (the bank's trade finance client) as well as the bank. Once accepted, the bank is irrevocably obligated to pay the BA upon maturity if the drawer does not.

BASIS POINT: When a yield is expressed as X.YZ%, the YZ digits to the right of the decimal point are known as basis points. One basis point equals 1/100 of one percent. Basis points are used more often to describe changes in yields on bonds, notes and other fixed-income securities.

BID PRICE: The price at which a buyer offers to buy a security.

BOOK ENTRY: The system, maintained by the Federal Reserve, by which most securities are "delivered" to an investor's custodian bank. The Federal Reserve maintains an electronic record of the ownership of these securities and records any changes in ownership corresponding to payments made over the Federal Reserve wire (delivery versus payment). These securities do not receive physical certificates.

BOOK VALUE: The original cost of the investment.

CALLABLE BONDS: A bond issue which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

CAPITAL GAIN/LOSS: The profit or loss realized from the sale of a security.

CERTIFICATES OF DEPOSIT (NEGOTIABLE CDs): A negotiable (marketable or transferable) receipt for a time deposit at a bank or other financial institution for a fixed time and interest rate.

COLLATERAL: Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits in an Investment Agreement.

COMMERCIAL PAPER (CP): Unsecured promissory notes issued by companies and government entities usually at a discount. Commercial paper is negotiable, although it is typically held to maturity.

COUPON: The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. Also known as "interest rate."

CURRENT YIELD: The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

CUSTODIAN: A bank or other financial institution that keeps custody of assets in the name of the depositor.

DELIVERY VERSUS PAYMENT (DVP): Delivery of securities with a simultaneous exchange of money for the securities.

DERIVATIVE SECURITY: Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

DISCOUNT: The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as Treasury bills and bankers' acceptances, are known as discount securities. They sell at a discount from par and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

DIVERSIFICATION: An investment principal designed to spread the risk in a portfolio by dividing investments by sector, maturity and quality rating.

DOLLAR-WEIGHTED AVERAGE MATURITY: A calculation that expresses the "average maturity" of an investment portfolio using each investment's maturity weighted by the size or book-value of that investment.

DURATION: A measure of the timing of cash flows, such as the interest payments and principal repayment, to be received from a given fixed-income security.

FEDERAL FUNDS RATE: Interest rate at which banks lend federal funds to each other.

FEDERAL OPEN MARKET COMMITTEE (FOMC): A committee within the Federal Reserve System that makes short-term monetary policy for the Fed. The committee decides either to sell securities to reduce the money supply, or to buy government securities to increase the money supply. Decisions made at FOMC meetings will cause interest rates to either rise or fall.

FEDERAL RESERVE SYSTEM: A U.S. centralized banking system which has supervisory powers over the 2 Federal Reserve banks and about 3,000-member banks.

FITCH Ratings referred to as Fitch: (See Nationally Recognized Statistical Rating Organizations)

INTEREST: The amount earned while owning a debt security, generally calculated as a percentage of the principal amount.

INTEREST RATE RISK: The risk associated with declines or rises in interest rates, which causes the market price of a fixed-income security to increase or decrease in value.

LIQUIDITY: The speed and ease with which an investment can be converted to cash.

MARK-TO-MARKET: The process by where the value of a security is adjusted to reflect current market conditions.

MARKET RISK: The risk that the value of a security will rise or decline as a result in changes in market conditions.

MARKET VALUE: The current market price of a security.

MATURITY: The date that the principal or stated value of an investment becomes due and payable.

MEDIUM TERM MATURITY CORPORATE SECURITIES: Notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

MONEY MARKET: The market in which short-term debt instruments (Treasury bills, discount notes, commercial paper, bankers' acceptances, etc.) are issued and traded.

MONEY MARKET MUTUAL FUNDS: An investment company that pools money from investors and invest in a variety of short-term money market instruments.

MOODY'S INVESTORS SERVICE, INC. referred to as Moody's: (See Nationally Recognized Statistical Rating Organizations)

MORTGAGE-BACKED SECURITY: A debt instrument with a pool of real estate loans as the underlying collateral. The mortgage payments of the individual real estate assets are used to pay interest and principal on the bonds.

MUNICIPAL DEBT: Issued by public entities to meet capital needs.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATIONS (NRSRO's): Firms that review the creditworthiness of the issuers of debt securities, and express their opinion in the form of letter ratings (e.g. AAA, AA, A, BBB, etc.) The primary rating agencies include Standard & Poor's Global Ratings; Moody's Investor Services, Inc., Fitch Ratings and Kroll Bond Rating Agency, Inc.

NEGOTIABLE CD: (See Certificates of Deposit)

NET ASSET VALUE (NAV): The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling the fund's assets which includes securities, cash and accrued earnings, then subtracting this from the fund's liabilities and dividing by the total number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio.

NON-CALLABLE: Bond that is exempt from any kind of redemption for a stated time period.

OCTA BONDS: Bonds, notes, warrants, or other evidences of indebtedness.

OFFER PRICE: An indicated price at which market participants are willing to sell a security.

PAR VALUE: The amount of principal that must be paid at maturity. Also referred to as the face amount of a bond, normally quoted in \$1,000 increments per bond.

PHYSICAL DELIVERY: The delivery of an investment to a custodian bank in the form of a certificate and/or supporting documents evidencing the investment (as opposed to "book entry" delivery).

PORTFOLIO: A group of securities held by an investor.

PREMIUM: The amount by which the price paid for a security exceeds the security's par value.

PRIME RATE: A preferred interest rate charged by commercial banks to their most creditworthy customers.

PRINCIPAL: The face value or par value of an investment.

PURCHASE DATE: See (Trade Date)

REINVESTMENT RISK: The risk that coupon payments (or other payments received) cannot be reinvested at the same rate as the initial investment.

REPURCHASE AGREEMENTS (REPOS): A purchase of securities under a simultaneous agreement to sell these securities back at a fixed price on some future date. This is in essence a collateralized investment, with the difference between the purchase price and sales price determining the earnings.

SAFEKEEPING: Holding of assets (e.g. securities) by a financial institution.

SECURITIES & EXCHANGE COMMISSION (SEC): The federal agency responsible for supervising and regulating the securities industry.

SETTLEMENT DATE: The date on which the purchase or sale of securities is executed. For example, in a purchase transaction, the day securities are physically delivered or wired to the buyer in exchange for cash is the settlement date.

SPECIAL PURPOSE VEHICLE (SPV): A trust or similar structure created specifically to purchase securities and reprofile cash flows and/or credit risk. Mortgage or Asset-backed securities may be issued out of the SPV and secured by the collateral transferred from the corporation.

STANDARD & POOR'S GLOBAL RATINGS referred to as Standard and Poor's or S & P: (See Nationally Recognized Statistical Rating Organizations)

SUPRANATIONAL: A supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in member countries.

THIRD-PARTY CUSTODIAL AGREEMENT: (See Custodian)

TOTAL RETURN: The sum of all investment income plus changes in the capital value of the portfolio.

TRADE DATE: The date and time corresponding to an investor's commitment to buy or sell a security.

U.S. GOVERNMENT AGENCY SECURITIES or FEDERAL AGENCIES: U.S. Government related organizations, the largest of which are government financial intermediaries assisting specific credit markets (housing, agriculture).

U.S. TREASURY OBLIGATIONS: Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. The Treasury issues both discounted securities and fixed coupon notes and bonds.

Treasury bills: non-interest-bearing discount securities of the U.S. Treasury with maturities under one year.

Treasury notes: interest-bearing obligations of the U.S. Treasury with maturities ranging from two to ten years from the date of issue.

Treasury bond: interest-bearing obligations issued by the U.S. Treasury with maturities ranging from ten to thirty years from the date of issue.

Treasury STRIPS: U.S. Treasury securities that have been separated into their component parts of principal and interest payments and recorded as such in the Federal Reserve book entry record-keeping system.

Treasury TIPS: U.S. Treasury securities whose principal increases at the same rate as the Consumer Price Index. The interest payment is then calculated from the inflated principal and repaid at maturity.

VARIABLE AND FLOATING RATE SECURITIES: Variable and floating rate securities are appropriate investments when used to enhance yield and reduce risk. They should have the same stability, liquidity and quality as traditional money market securities.

VOLATILITY: The degree of fluctuation in the price and valuation of securities.

YIELD: The current rate of return on an investment security generally expressed as a percentage of the securities current price.

ZERO COUPON SECURITIES: Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

Orange County Transportation Authority
202019 Investment Policy
June 10, 202019

1. PURPOSE

This Investment Policy sets forth the investment guidelines for all funds of the Orange County Transportation Authority (OCTA) invested on and after June 10, 202019. The objective of this Investment Policy is to ensure OCTA's funds are prudently invested to preserve capital, provide necessary liquidity and to achieve a market-average rate of return through economic cycles.

Investments may only be made as authorized by this Investment Policy. The OCTA Investment Policy conforms to the California Government Code (the Code) as well as customary standards of prudent investment management. Irrespective of these policy provisions, should the provisions of the Code be or become more restrictive than those contained herein, such provisions will be considered immediately incorporated into the Investment Policy and adhered to.

2. SCOPE

The policy applies to the investment of all funds, excluding the investment of employees' retirement funds, separate trusts, and funds –invested separately under Bond Indenture Agreements (Bond Agreements). Bond Funds and Accountsproceeds (Bond Funds) shall be invested in the securities permitted by the applicable Bbond documentsAgreements. If the bBond documents-Agreements are silent as to the permitted investments, the Bbond proceeds Funds will be invested in the securities permitted by this Policy. Notwithstanding the other provisions of this Policy, the percentage limitations listed elsewhere in this Policy do not apply to bond-proceedsBond Funds.

3. INVESTMENT OBJECTIVES

The primary objectives, in priority order, of investment activities shall be:

- a. **Safety of Principal** -- Safety of principal is the foremost objective of the OCTA. Each investment transaction shall seek to ensure that capital losses are avoided, whether from institutional default, broker-dealer default, or erosion of market value of the securities.
- b. **Liquidity** -- It is important that the portfolio contain investments for which there is an active secondary market, and which offer the flexibility to be easily sold at any time with minimal risk of loss of either the principal or interest based upon then prevailing rates.
- c. **Total Return** -- The OCTA's portfolio shall be designed to attain a market-average rate of return through economic cycles.
- d. **Diversification** – Finally, the OCTA shall diversify its portfolio(s) to avoid incurring unreasonable market risks.

4. PRUDENCE

OCTA's Board of Directors or persons authorized to make investment decisions on behalf of OCTA are trustees and fiduciaries subject to the prudent investor standard.

The standard of prudence to be used by investment officials shall be the "prudent investor" standard as defined in the Code below and shall be applied in the context of managing an overall portfolio. OCTA's investment professionals acting in accordance with written procedures and the Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control developments.

The Prudent Investor Standard: When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including but not limited to, the general economic conditions and the anticipated needs of OCTA, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

5. ETHICS AND CONFLICTS OF INTEREST

OCTA's officers and employees involved in the investment process shall not participate in personal business activity that conflicts with the proper execution of OCTA's investment program, or which impairs their ability to make impartial investment decisions. OCTA's investment professionals and Treasury/Public Finance Department employees are not permitted to have any material financial interests in financial institutions that conduct business with OCTA, and they are not permitted to have any personal financial/investment holdings that have a material effect on the performance of OCTA's investments.

6. DELEGATION OF AUTHORITY

Authority to manage OCTA's investment program is derived from an order of the Board of Directors. Management responsibility for the investment program is hereby delegated to OCTA's Treasurer pursuant to Section 53607 of the Code. On an annual basis, the Board of Directors is required to renew the authority of OCTA's Treasurer to invest or reinvest OCTA funds. The Treasurer is hereby authorized to delegate his authority as he determines to be appropriate. No person may engage in an investment transaction except as provided under the terms of this Investment Policy and the procedures established by the Treasurer. The Treasurer shall be responsible for all actions undertaken and shall establish a system of controls to regulate the activities of subordinate professionals.

The Treasurer shall develop administrative procedures and internal control, consistent with this Investment Policy, for the operation of OCTA's investment program. Such procedures shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees of OCTA.

7. RESPONSIBILITIES

The Finance and Administration Committee of the OCTA Board of Directors, subject to the approval of the OCTA Board of Directors, is responsible for establishing the Investment Policy and ensuring investments are made in compliance with this Investment Policy. This Investment Policy shall be reviewed annually by the Board of Directors at a public meeting.

The Treasurer is responsible for making investments and for compliance with this policy pursuant to the delegation of authority to invest funds or to sell or exchange securities. Pursuant to Section 53607 of the Code, ~~The Treasurer shall make a monthly report to the Board of Directors. Per Section 53607 of the Code~~ The OCTA provides a monthly report to the Finance and Administration Committee and the Board of Directors in accordance with Section 53607 of the Code. ~~per section 53607 of the Board of Directors in accordance with Section 53646 (d) of the Code. Under Section 53646 (d) the Treasurer may elect to provide a report monthly instead of quarterly.~~ and shall make a quarterly report to the Board of Directors in accordance with Section 53646 (b) of the Code. Under Section 53646 (b) the Code states that the Treasurer may make a quarterly report to the Board of Directors. OCTA also provides a monthly report to the Finance and Administration Committee and provides copies to the Board of Directors per section 53607 of the Code.

The Treasurer is responsible for establishing a procedural manual for OCTA's investment program and for having an annual independent audit performed on OCTA's investments.

8. COMPLIANCE

The OCTA has provided each of its portfolio managers with a copy of this Investment Policy as a part of their contract and expects its portfolio managers to invest each portfolio they manage for OCTA in accordance with the provisions of the Investment Policy or the respective Bond indenture Agreements as applicable. ~~However, bond may be invested in approved short-term investments without regard to diversification limits. This may occur during the initial deposit of the bond proceeds portfolio, the final drawdown of the portfolio, or other times in between when appropriate due to drawdown requirements as requested by OCTA's Treasurer.~~ When diversification limits are exceeded by a portfolio manager, the Treasurer will document the situation and include a write-up in the monthly Debt and Investment Report ~~report the circumstances to the Finance and Administration Committee monthly and include a write-up in the quarterly Debt and Investment report to~~ the Board of Directors.

The OCTA Treasurer is responsible for verifying each portfolio manager's compliance as well as OCTA's entire portfolio's compliance with the provisions of the Investment Policy.

If OCTA's Treasurer, in his sole discretion, finds that a portfolio manager has made an investment that does not comply with the provisions of the Investment Policy, the Treasurer shall immediately notify the portfolio manager of the compliance violation. At that point, the portfolio manager is on probation for a period of one year. The second time a violation occurs while the portfolio manager is on probation, the Finance and Administration Committee shall review the error and may request that the portfolio manager responsible for the compliance violation meet with the Chair of the Finance and Administration Committee and the Treasurer

as soon as practical at which time it will be decided whether the Board of Directors will be notified of the violation.

If OCTA's Treasurer finds that the portfolio manager has made a third investment while on probation that does not comply with the provisions of the Investment Policy, the Treasurer shall notify the Board of Directors of the compliance violations. OCTA may terminate services for its convenience any time by providing at least 30 days written notice.

9. FINANCIAL BENCHMARKS

In order to establish a basis for evaluating investment results, the Authority uses ~~two four~~ nationally recognized fixed income security performance benchmarks to evaluate return on investments. The ICE/BAML 1-3-year Treasury Index and the ICE/BAML 1-3 year AAA-A U.S. Corporate and Government Index benchmarks are used for OCTA's short-term portfolios. ~~the ICE/BAML 1-5 year Treasury Index and the ICE/BAML 1-5 year AAA-A U.S. Corporate and Government Index benchmarks are used for the extended fund, while a customized performance benchmark may be used for the bond proceeds portfolios.~~

10. SAFEKEEPING AND CUSTODY

To protect against potential losses by collapse of individual securities dealers, all deliverable securities owned by OCTA, including collateral on repurchase agreements, shall be held in safekeeping by a third party bank trust department acting as agent for OCTA under the terms of a custody agreement executed by the bank and by OCTA. All deliverable securities will be received and delivered using standard delivery-versus-payment procedures.

11. PERMITTED INVESTMENTS

Maturity and Term

All investments, unless otherwise specified, are subject to a maximum stated term of five years. Maturity shall mean the stated final maturity or the mandatory redemption date of the security, or the unconditional put option date if the security contains such a provision. Term or tenure shall mean the remaining time to maturity from the settlement date.

The Board of Directors must grant express written authority to make an investment or to establish an investment program of a longer term no less than three months prior to the investment

Eligible Instruments and Quality

OCTA policy is to invest only in high quality instruments as permitted by the Code, subject to the limitations of this Investment Policy. If an eligible security already contained in the Authority's portfolio is subsequently placed on "Negative Credit Watch" ([Credit Watch](#)) by any of the three Nationally Recognized Statistical Rating Organizations (NRSROs), then the security will be handled under the provisions of [Credit Rating Actions/Downgrades](#). Percentage holding limits and credit quality minimums in this section are applicable at the time of purchase.

11-1. OCTA NOTES AND BONDS

Notes and bonds issued by OCTA, including notes and bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by OCTA or by a department, board, agency or authority of OCTA which may bear interest at a fixed or floating rate.

~~11-2. U.S. TREASURY OBLIGATIONS, FEDERAL AGENCIES AND U.S. GOVERNMENT-SPONSORED ENTERPRISES~~

United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

~~Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or the U.S. government sponsored enterprises.~~

11-3. FEDERAL AGENCY OR U.S. GOVERNMENT SPONSORED ENTERPRISES

Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or the U.S. government sponsored enterprises.

11-43. MUNICIPAL DEBT

Such instruments defined as being issued by a local or state agency, including:

- A. Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.
- B. Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of revenues from a revenue-producing property owned, controlled, or operated by the state or local agency or by a department, board, agency or authority of the local agency.
- C. Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.

~~C.D.~~ Defeased state and local obligations (as defined in A,B, or C above) as long as the obligations have been legally defeased with State and Local Government Series (SLGS), U.S. Treasury, and U.S. Agency securities and such obligations mature or otherwise terminate within five years of the date of purchase.

11-54. BANKERS ACCEPTANCES

Bankers' acceptances otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank.

11-65. COMMERCIAL PAPER

The entity that issues commercial paper shall meet the following conditions:

- AB. be issued by corporations that have debt other than commercial paper, if any, that is rated A-1 or its equivalent or higher by a NRSRO
- BC. be issued by corporations organized and operating within the United States and having total assets in excess of five hundred million dollars (\$500,000,000), and
- C. ~~—D.~~ may not purchase more than 10 percent of the outstanding paper of any single issuer.

11-76. NEGOTIABLE CERTIFICATES OF DEPOSIT

Negotiable Certificates of Deposit issued by a nationally or state-chartered bank or state, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federally licensed or state licensed branch of a foreign bank.

11-87. REPURCHASE AGREEMENTS

Repurchase agreements collateralized by U.S. Treasuries or Agency securities as defined in the Investment Policy with any registered broker-dealer subject to the Securities Investors Protection Act or any commercial banks insured by the FDIC provided:

- A. a Securities Industry and Financial Markets Association (SIFMA) master repurchase agreement and a tri-party agreement, if applicable, representing a custodial undertaking in connection with a master repurchase agreement, which governs the transaction and has been signed by OCTA; and
- B. the securities are held free and clear of any lien by OCTA's custodian or trustee or an independent third party acting as agent "Agent" for the custodian or trustee, and such third party is (i) a Federal Reserve Bank, or (ii) a bank which is a member of the Federal Deposit Insurance Corporation and which has combined capital, surplus and undivided profits of not less than \$50 million and the custodian or trustee shall have received written confirmation from such third party that it holds such securities, free and clear of any lien, as agent for OCTA's custodian or trustee; and
- C. a perfected first security interest under the Uniform Commercial Code, or book entry procedures prescribed at 31 C.F.R. 306.1 et seq. or 31 C.F.R. 350.0 et seq. in such securities is created for the benefit of OCTA's custodian or trustee and OCTA; and
- D. the Agent provides OCTA's custodian or trustee and OCTA with valuation of the collateral securities no less frequently than weekly and will liquidate the collateral securities if any deficiency in the required 102 percent collateral percentage is not restored within two business days of such valuation.

11-98. MEDIUM TERM NOTES

Medium term notes are defined as all corporate and depository institution debt securities issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

11-109. MONEY MARKET MUTUAL FUNDS

Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940. ~~Shares may not represent more than 10 percent of the money market fund's assets.~~

~~Shares of beneficial interest issued by diversified management companies, commonly called mutual funds.~~ Shares may not represent more than 10 percent of the fund's or pool's asset and no more than 10% of the total portfolio may be invested in shares of any one money market mutual fund.

11-1140. MORTGAGE OR ASSET-BACKED SECURITIES

Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond.

11-1244. SUPRANATIONALS

US Dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.

11-1342. STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)

LAIF is a pooled fund managed by the State Treasurer referred to in Section 16429.1 of the Code. All securities are purchased under the authority of the Code Section 16430 and 16480.4.

11-1443. ORANGE COUNTY TREASURY INVESTMENT POOL (OCIP)

The OCIP is a pooled fund managed by the Orange County Treasurer and is comprised of two funds, the Money Market Fund and Extended Fund. The Money Market Fund is invested in cash equivalent securities. The Extended Fund is for cash requirements past one year and is based on the Code Sections 53601 and 53635. These pools are based on the investment requirements detailed in Government Code Sections 53600 et seq. and 53630 et seq.

11-1544. INVESTMENT POOLS

Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7 that invests in the securities and obligations as

authorized under the pools this investment policy and that comply with the investment restrictions of Government Code Sections 53600 through 53610 and Section 53630.

11-1645. VARIABLE AND FLOATING RATE SECURITIES

Variable and floating rate securities are restricted to investments in securities with a final maturity of not to exceed five years as described above, must utilize traditional money market reset indices such as U. S. Treasury bills, Federal Funds, commercial paper or LIBOR (London Interbank Offered Rate) or SOFR (Secured Overnight Financing Rate), and must meet all minimum credit requirements previously detailed in the Investment Policy. Investments in floating rate securities whose reset is calculated using more than one of the above indices are not permitted, i.e. dual index notes.

11-1746. BANK DEPOSITS

Bank deposits in California banks which have a minimum short-term rating of A-1, or its equivalent or higher, by a NRSRO. Bank deposits are required to be collateralized as specified under Government Code section 53630. The Treasurer shall draft and execute a contract describing provisions for bank deposits.

11-1847. DERIVATIVES

Derivatives are to be used as a tool for bonafide hedging investments only where deemed appropriate. Derivatives shall not be used for the purpose of interest rate speculation.

Derivative products in any of the eligible investment categories listed above may be permitted. The Treasurer has the sole responsibility for determining which prospective investments are derivatives. Each prospective investment in a derivative product must be documented by the Treasurer as to the purpose and specific financial risk being hedged. Each such investment must be approved by the Finance and Administration Committee prior to entering into such investment.

No investments shall be permitted that have the possibility of returning a zero or negative yield if held to maturity. In addition, the investment in inverse floaters, range notes, strips derived from mortgage obligations, step-up notes and dual index notes are not permitted investments.

Credit Rating Actions Downgrades

Rating criteria will apply at the time of purchase of a security and monitored for changes while retained within OCTA's portfolio. A security whose credit rating has been placed on Credit Watch, or whose credit rating has been downgraded (including downgrades resulting in the rating falling below the minimum credit rating requirements) subsequent to the time of purchase, is not a violation of OCTA's Investment Policy. OCTA may from time to time invest in a security whose credit rating is put on notice for potential down-grade or negative credit watch, below the minimum credit quality criteria permitted by this Investment Policy.

Any security held as an investment whose credit rating falls below the minimum requirements of this Investment Policy guidelines or whose rating is put on notice for possible downgrade

~~shall be immediately reviewed by the Treasurer for action, and notification shall be made to the Board of Directors in writing as soon as practical and/or included in the monthly Orange County Transportation Authority Investment and Debt Programs report. The decision to retain the security until maturity, sell (or put) the security, or other action shall be approved by the Treasurer.~~

Investment Managers are to notify OCTA (the Director of Finance and Administration, the Department Manager for Treasury and Public Finance, and the Department Analyst) -regarding any security whose credit rating has been placed on Credit Watch or downgraded. security put on credit watch or downgraded. The notice shall include a risk assessment based on OCTA's Investment Objectives, and a recommendation to retain or sell the security. The security shall be immediately reviewed by the Treasurer for action. The decision to retain the security, sell the security, or other action shall be approved by the Treasurer.

The Authority will notify the Board through its monthly reporting practices of all securities placed on Credit Watch or downgraded during the reporting period on negative credit watch within OCTA's portfolio. The Authority will also notify the board through its monthly reporting practices all securities that were downgraded within the month. Securities whose credit rating falls below the minimum requirements, will be noticed in the monthly debt and investment reports until the security is sold or meets the minimum credit rating requirements.

Diversification and Maturity Restrictions

Diversification and maturity restrictions ensure the portfolio is not unduly concentrated in the securities of one type, industry, entity, or specific maturity thereby assuring adequate portfolio liquidity should one sector or company experience difficulties.

Outside portfolio managers must review the portfolios they manage to ensure compliance with OCTA's diversification guidelines on an ongoing basis.

AUTHORIZED INVESTMENTS, ISSUER CONCENTRATION & MATURITY RESTRICTIONS

Type of Investment	CA Code Maximum Maturity	CA Code Maximum % of Portfolio	CA Code Minimum Quality Requirements	OCTA Maximum % of Portfolio*	OCTA Code Minimum Quality Requirements
OCTA Notes and Bonds	5 Years	100%	None	25%	Same as CA Code
U.S. Treasury Obligations	5 Years	100%	None	Same as CA Code	Same as CA Code
Federal Agencies or U.S. Government Sponsored Enterprises	5 Years	100%	None	Same as CA Code	Same as CA Code
Municipal Debt	5 Years	100%	None	30% total, no more than 5% by any one issuer	"A" rating category or "A-1" rated, or its equivalent or higher, by an NRSRO
Bankers Acceptances	180 Days	40%, 30% of a single issuer	None	30%, no more than 5% any single issuer	"A-1" rated, or its equivalent or higher, by 2 NRSROs
Commercial Paper	270 Days	25%, 10% of a single issuer	"A-1" rated, or its equivalent or higher by an NRSRO	Same as CA Code	"A-1" rated, or its equivalent or higher, by 2 NRSROs
Negotiable Certificates of Deposit	5 Years	30%	None	30%, no more than 5% in any single issuer	"A" rating category or "A-1" rated, or its equivalent or higher, by 2 NRSROs
Repurchase Agreements	1 Year	100%	None	25%	"A" rating category or "A-1" rated, or its equivalent or higher, by 2 NRSROs
Medium Term Maturity Notes	5 Years	30%	"A" rating category, or its equivalent or higher, by an NRSRO	30% total, no more than 5% in any one issuer	Same as CA Code
Money Market/Mutual Funds	N/A	20%, 10% of any one mutual fund	"AAA" rated, or its equivalent, by 2 NRSROs	20%, 10% of fund's assets, 10% of any one mutual fund	Same as CA Code
Mortgage Pass-Through and Asset-backed Securities	5 Years	20%	"AA" rating category, or its equivalent or higher, by an NRSRO	20%, no more than 10% in Asset-backed Securities, no more than 5% in any single issuer	Same as CA Code
Supranationals	5 Years	30%	"AA" rating category, or its equivalent or higher, by an NRSRO	20%, no more than 10% in any single issuer	Same as CA Code
Local Agency Investment Fund (LAIF)**	N/A	\$75 million per account	None	\$75 million per account	Same as CA Code
Orange County Investment Pool (OCIP)	N/A	100%	None	10%	Same as CA Code
Joint Powers Authority (JPA) Investment Pools	N/A	100%	None	10%	Same as CA Code

* Additional portfolio restrictions include bank deposits (5%) and variable and floating rate securities (30%)

** Current deposit limits for LAIF regular accounts are set by the State Treasurer

Issuer/Counter-Party Diversification Guidelines for All Securities Except U.S. Treasuries and U.S. Government Agency Securities

Unless otherwise specified in this policy, any one corporation, bank, local agency, special purpose vehicle or other corporate issuer name for one or more series of securities shall not exceed 5% of the portfolio.

Issuer/Counter-Party Diversification Guidelines for OCTA's Debt

The Authority can purchase all or a portion of the Orange County Transportation Authority's debt, including notes and bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by OCTA or by a department, board, agency or authority of OCTA which may bear interest at a fixed or floating rate, providing the purchase does not exceed 25% of the Maximum Portfolio ~~and when authorized by the Internal Revenue Service.~~

124. SECURITIES SAFE KEEPING

All deliverable security transactions, including collateral for repurchase agreements, entered into by OCTA shall be conducted on a delivery-versus-payment basis. Deliverable securities shall be held by a third-party custodian designated by the Treasurer, evidenced by safe keeping receipts and in compliance with Code Section 53608.

132. BROKER DEALERS

The Treasurer, and investment professionals authorized by the Treasurer, may buy securities from a list of broker dealers and financial institutions that will be periodically reviewed.

Outside portfolio managers must certify that they will purchase securities from broker/dealers (other than themselves) or financial institutions in compliance with this Investment Policy.

143. INVESTMENT POLICY REVIEW

This Investment Policy shall be reviewed annually by the Finance and Administration Committee of the OCTA Board of Directors to ensure its consistency with the overall objectives of preservation of principal, liquidity, yield and diversification and its relevance to current law and economic trends.

154. DEFINITION OF TERMS

ACCRUED INTEREST: The amount of interest that is earned but unpaid since the last interest payment date.

AGENCY SECURITIES: (See U.S. Government Agency Securities)

ASK PRICE: (Offer Price) The price at which securities are offered from a seller.

ASSET BACKED SECURITIES (ABS): Securities collateralized or backed by receivables such as automobile loans and credit card receivables. The assets are transferred or sold by the company to a Special Purpose Vehicle and held in trust. The SPV or trust will issue debt collateralized by the receivables.

BANKERS ACCEPTANCES (BAs): Time drafts which a bank "accepts" as its financial responsibility as part of a trade finance process. These short-term notes are sold at a discount and are obligations of the drawer (the bank's trade finance client) as well as the bank. Once accepted, the bank is irrevocably obligated to pay the BA upon maturity if the drawer does not.

BASIS POINT: When a yield is expressed as X.YZ%, the YZ digits to the right of the decimal point are known as basis points. One basis point equals 1/100 of one percent. Basis points are used more often to describe changes in yields on bonds, notes and other fixed-income securities.

BID PRICE: The price at which a buyer offers to buy a security.

BOOK ENTRY: The system, maintained by the Federal Reserve, by which most securities are "delivered" to an investor's custodian bank. The Federal Reserve maintains an electronic record of the ownership of these securities and records any changes in ownership corresponding to payments made over the Federal Reserve wire (delivery versus payment). These securities do not receive physical certificates.

BOOK VALUE: The original cost of the investment.

CALLABLE BONDS: A bond issue which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

CAPITAL GAIN/LOSS: The profit or loss realized from the sale of a security.

CERTIFICATES OF DEPOSIT (NEGOTIABLE CDs): A negotiable (marketable or transferable) receipt for a time deposit at a bank or other financial institution for a fixed time and interest rate.

COLLATERAL: Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits in an Investment Agreement.

COMMERCIAL PAPER (CP): Unsecured promissory notes issued by companies and government entities usually at a discount. Commercial paper is negotiable, although it is typically held to maturity.

COUPON: The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. Also known as "interest rate."

CURRENT YIELD: The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

CUSTODIAN: A bank or other financial institution that keeps custody of assets in the name of the depositor.

DELIVERY VERSUS PAYMENT (DVP): Delivery of securities with a simultaneous exchange of money for the securities.

DERIVATIVE SECURITY: Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

DISCOUNT: The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as Treasury bills and bankers' acceptances, are known as discount securities. They sell at a discount from par and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

DIVERSIFICATION: An investment principal designed to spread the risk in a portfolio by dividing investments by sector, maturity and quality rating.

DOLLAR-WEIGHTED AVERAGE MATURITY: A calculation that expresses the "average maturity" of an investment portfolio using each investment's maturity weighted by the size or book-value of that investment.

DURATION: A measure of the timing of cash flows, such as the interest payments and principal repayment, to be received from a given fixed-income security.

FEDERAL FUNDS RATE: Interest rate at which banks lend federal funds to each other.

FEDERAL OPEN MARKET COMMITTEE (FOMC): A committee within the Federal Reserve System that makes short-term monetary policy for the Fed. The committee decides either to sell securities to reduce the money supply, or to buy government securities to increase the money supply. Decisions made at FOMC meetings will cause interest rates to either rise or fall.

FEDERAL RESERVE SYSTEM: A U.S. centralized banking system which has supervisory powers over the 2 Federal Reserve banks and about 3,000-member banks.

FITCH Ratings referred to as Fitch: (See Nationally Recognized Statistical Rating Organizations)

INTEREST: The amount earned while owning a debt security, generally calculated as a percentage of the principal amount.

INTEREST RATE RISK: The risk associated with declines or rises in interest rates, which causes the market price of a fixed-income security to increase or decrease in value.

LIQUIDITY: The speed and ease with which an investment can be converted to cash.

MARK-TO-MARKET: The process by where the value of a security is adjusted to reflect current market conditions.

MARKET RISK: The risk that the value of a security will rise or decline as a result in changes in market conditions.

MARKET VALUE: The current market price of a security.

MATURITY: The date that the principal or stated value of an investment becomes due and payable.

MEDIUM TERM MATURITY CORPORATE SECURITIES: Notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

MONEY MARKET: The market in which short-term debt instruments (Treasury bills, discount notes, commercial paper, bankers' acceptances, etc.) are issued and traded.

MONEY MARKET MUTUAL FUNDS: An investment company that pools money from investors and invest in a variety of short-term money market instruments.

MOODY'S INVESTORS SERVICE, INC. referred to as Moody's: (See Nationally Recognized Statistical Rating Organizations)

MORTGAGE-BACKED SECURITY: A debt instrument with a pool of real estate loans as the underlying collateral. The mortgage payments of the individual real estate assets are used to pay interest and principal on the bonds.

MUNICIPAL DEBT: Issued by public entities to meet capital needs.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATIONS (NRSRO's): Firms that review the creditworthiness of the issuers of debt securities, and express their opinion in the form of letter ratings (e.g. AAA, AA, A, BBB, etc.) The primary rating agencies include Standard & Poor's [CorporationGlobal Ratings](#); Moody's Investor Services, Inc., Fitch Ratings and Kroll Bond Rating Agency, Inc.

NEGOTIABLE CD: (See Certificates of Deposit)

NET ASSET VALUE (NAV): The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling the fund's assets which includes securities, cash and accrued earnings, then subtracting this from the fund's liabilities and dividing by the total number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio.

NON-CALLABLE: Bond that is exempt from any kind of redemption for a stated time period.

OCTA BONDS: Bonds, notes, warrants, or other evidences of indebtedness.

OFFER PRICE: An indicated price at which market participants are willing to sell a security.

PAR VALUE: The amount of principal that must be paid at maturity. Also referred to as the face amount of a bond, normally quoted in \$1,000 increments per bond.

PHYSICAL DELIVERY: The delivery of an investment to a custodian bank in the form of a certificate and/or supporting documents evidencing the investment (as opposed to "book entry" delivery).

PORTFOLIO: A group of securities held by an investor.

PREMIUM: The amount by which the price paid for a security exceeds the security's par value.

PRIME RATE: A preferred interest rate charged by commercial banks to their most creditworthy customers.

PRINCIPAL: The face value or par value of an investment.

PURCHASE DATE: See (Trade Date)

REINVESTMENT RISK: The risk that coupon payments (or other payments received) cannot be reinvested at the same rate as the initial investment.

REPURCHASE AGREEMENTS (REPOS): A purchase of securities under a simultaneous agreement to sell these securities back at a fixed price on some future date. This is in essence a collateralized investment, with the difference between the purchase price and sales price determining the earnings.

SAFEKEEPING: Holding of assets (e.g. securities) by a financial institution.

SECURITIES & EXCHANGE COMMISSION (SEC): The federal agency responsible for supervising and regulating the securities industry.

SETTLEMENT DATE: The date on which the purchase or sale of securities is executed. For example, in a purchase transaction, the day securities are physically delivered or wired to the buyer in exchange for cash is the settlement date.

SPECIAL PURPOSE VEHICLE (SPV): A trust or similar structure created specifically to purchase securities and reprofile cash flows and/or credit risk. Mortgage or Asset-backed securities may be issued out of the SPV and secured by the collateral transferred from the corporation.

STANDARD & POOR'S [CORPORATION-GLOBAL RATINGS](#) referred to as Standard and Poor's or S & P: (See Nationally Recognized Statistical Rating Organizations)

SUPRANATIONAL: A supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in member countries.

THIRD-PARTY CUSTODIAL AGREEMENT: (See Custodian)

TOTAL RETURN: The sum of all investment income plus changes in the capital value of the portfolio.

TRADE DATE: The date and time corresponding to an investor's commitment to buy or sell a security.

U.S. GOVERNMENT AGENCY SECURITIES or FEDERAL AGENCIES: U.S. Government related organizations, the largest of which are government financial intermediaries assisting specific credit markets (housing, agriculture).

U.S. TREASURY ~~SECURITIES~~OBLIGATIONS: Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. The Treasury issues both discounted securities and fixed coupon notes and bonds.

Treasury bills: non-~~interest-bearing~~interest-bearing discount securities of the U.S. Treasury with maturities under one year.

Treasury notes: interest-bearing obligations of the U.S. Treasury with maturities ranging from two to ten years from the date of issue.

Treasury bond: interest-bearing obligations issued by the U.S. Treasury with maturities ranging from ten to thirty years from the date of issue.

Treasury STRIPS: U.S. Treasury securities that have been separated into their component parts of principal and interest payments and recorded as such in the Federal Reserve book entry record-keeping system.

Treasury TIPS: U.S. Treasury securities whose principal increases at the same rate as the Consumer Price Index. The interest payment is then calculated from the inflated principal and repaid at maturity.

VARIABLE AND FLOATING RATE SECURITIES: Variable and floating rate securities are appropriate investments when used to enhance yield and reduce risk. They should have the same stability, liquidity and quality as traditional money market securities.

VOLATILITY: The degree of fluctuation in the price and valuation of securities.

YIELD: The current rate of return on an investment security generally expressed as a percentage of the securities current price.

ZERO COUPON SECURITIES: Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.



COMMITTEE TRANSMITTAL

June 22, 2020

To: Members of the Board of Directors

From: Laurena Weinert, ^{LT} Clerk of the Board

Subject: Resolution to Establish the Orange County Transportation Authority General Fund Appropriations Limitation for Fiscal Year 2020-21

Finance and Administration Committee Meeting of June 10, 2020

Present: Directors Do, Hennessey, Hernandez, Jones, Muller, and Steel
Absent: Director R. Murphy

Committee Vote

Following the roll call vote, this item was declared passed 6-0 by the Members present.

Committee Recommendation

Adopt Orange County Transportation Authority Resolution No. 2020-023 to establish the Orange County Transportation Authority General Fund appropriations limit at \$12,508,480, for fiscal year 2020-21.



June 10, 2020

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Resolution to Establish the Orange County Transportation Authority General Fund Appropriations Limitation for Fiscal Year 2020-21

Overview

The State Constitution requires that each year the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit for the following year pursuant to Article XIII B.

Recommendation

Adopt Orange County Transportation Authority Resolution No. 2020-023 to establish the Orange County Transportation Authority General Fund appropriations limit at \$12,508,480, for fiscal year 2020-21.

Background

In November 1979, the voters of the State of California approved Proposition 4, commonly known as the Gann Initiative. The proposition created Article XIII B of the California Constitution, which is also known as the Gann appropriations limitation.

Both the Article XIII B appropriations limit and its implementing legislation were modified by Proposition 111, approved by voters in 1990. The law specifies that the appropriations of revenues, "proceeds of taxes" by state and local governments, may only increase annually by a limit based on a factor comprised of the change in population and the change in California per capita personal income. The appropriation limit includes any interest earned from the investment of the proceeds of taxes and must be reviewed during the annual financial audit.

Discussion

In accordance with the requirements of Article XIII B, a resolution has been prepared and is attached for review and approval (Attachment A). The resolution establishes the Orange County Transportation Authority (OCTA) General Fund appropriations limit for fiscal year (FY) 2020-21 at \$12,508,480, excluding federal grant funds and other funds to be received from sources not subject to the appropriations limitation.

Attachment B shows the calculation of the FY 2020-21 OCTA General Fund appropriations limit. Appropriations subject to limitation do not include appropriations for debt service, costs of complying with the mandates of the courts or the federal government, or capital outlay projects. The percentage change in population and change in California per capita personal income were obtained from the State of California, Department of Finance.

Summary

Staff recommends adoption of the Orange County Transportation Authority General Fund Resolution No. 2020-023, which will establish the fiscal year 2020-21 appropriation limit at \$12,508,480.

Attachments

- A. Resolution No. 2020-023 of the Orange County Transportation Authority - General Fund Establishing Appropriations Limit for Fiscal Year 2020-21
- B. Orange County Transportation Authority - General Fund GANN Appropriations Limit Calculation for Fiscal Year 2020-21

Prepared by:



Sam Kaur
Department Manager,
Revenue Administration
(714) 560-5889

Approved by:



Andrew Oftelie
Chief Financial Officer,
Finance and Administration
(714) 560-5649

**RESOLUTION No. 2020-023 OF THE
ORANGE COUNTY TRANSPORTATION AUTHORITY - GENERAL FUND
ESTABLISHING APPROPRIATIONS LIMIT FOR
FISCAL YEAR 2020-21**

WHEREAS, Article XIII B of the California Constitution and Sections 7900 through 7913 of the California Government Code require the establishment of an appropriations limit; and

WHEREAS, appropriations limits are applicable to funds received from the proceeds of taxes and interest earned on such proceeds.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Orange County Transportation Authority - General Fund hereby determines that pursuant to Section 7902b of the California Government Code, the appropriations limit for the Orange County Transportation Authority - General Fund for Fiscal Year 2020-21 is \$12,508,480.
2. The total amount authorized to be expended by the Orange County Transportation Authority - General Fund during Fiscal Year 2020-21 from the proceeds of taxes, including interest earned from the investment of the proceeds of taxes, is \$4,115,074.
3. The appropriations limit for Fiscal Year 2020-21 exceeds proceeds of taxes for Fiscal Year 2020-21 by \$8,393,406.

ADOPTED, SIGNED, AND APPROVED this 22nd day of June 2020.

AYES:

NOES:

ABSENT:

ATTEST:

Laurena Weinert
Clerk of the Board

Steve Jones, Chairman
Orange County Transportation Authority

**Orange County Transportation Authority - General Fund
GANN Appropriations Limit Calculation for
Fiscal Year 2020-21**

GANN FACTOR

<u>PER CAPITA CHANGE¹</u>	<u>%</u>	<u>RATIO</u>	<u>GANN FACTOR</u>
California per capita personal income change	3.73%	1.0373	
<u>POPULATION CHANGE²</u>			
County of Orange	0.04%	1.0004	
<u>GANN FACTOR</u>	1.0373	x	1.0004
		=	1.0377

FY 2020-21 APPROPRIATION LIMIT

Prior Year Appropriations Limit	\$	12,054,043
GANN Factor (Rounded)	x	1.0377
	\$	12,508,480

ITEMS SUBJECT TO GANN LIMIT³

<i>Line Item</i>	<i>Amount</i>
Transfers in from the LTF (CTC Administration and Planning)	\$ 3,395,767
Interest Revenue	\$ 719,307
	\$ 4,115,074

FY 2020-21 APPROPRIATION LIMIT

FY 2020-21 Appropriations Limit	\$ 12,508,480
Less Items Subject to GANN Limit	\$ (4,115,074)
Appropriation Limit that Exceeds the Proceeds of Taxes:	\$ 8,393,406

Note:

LTF - Local Transportation Fund

CTC - County Transportation Commission

^{1,2}Price Factor and Population Information provided by the Department of Finance.

³Items subject to GANN Limit provided from proposed FY 2020-21 budget



COMMITTEE TRANSMITTAL

June 22, 2020

To: Members of the Board of Directors
From: Laurena Weinert, Clerk of the Board
Subject: Approval to Release Request for Proposals for State Legislative Advocacy and Consulting Services

Legislative and Communications Committee Meeting of June 18, 2020

Present: Directors Bartlett, Davies, Delgleize, Hennessey, Hernandez, Wagner, and Winterbottom
Absent: None

Committee Vote

Following the roll call vote, this item was declared passed 7-0 by the Members present.

Committee Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 0-2369 for selection of a firm to provide state legislative advocacy and consulting services.
- B. Approve the release of Request for Proposals 0-2369 to select a firm to provide state legislative advocacy and consulting services for a two-year initial term with two, two-year option terms.



June 18, 2020

To: Legislative and Communications Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Approval to Release Request for Proposals for State Legislative Advocacy and Consulting Services

Overview

Staff is requesting Board of Directors' approval to release a request for proposals for a firm to provide state legislative advocacy and consulting services to begin when the present term for these services expires on December 31, 2020, coinciding with the 2021-22 legislative session. A draft request for proposals has been developed to initiate a competitive procurement process for these services.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 0-2369 for selection of a firm to provide state legislative advocacy and consulting services.
- B. Approve the release of Request for Proposals 0-2369 to select a firm to provide state legislative advocacy and consulting services for a two-year initial term with two, two-year option terms.

Discussion

From December 2002 until March 2014, the Orange County Transportation Authority (OCTA) contracted with Sloat Higgins Jensen and Associates (SHJA) for state legislative advocacy and consulting services. On March 10, 2014, the OCTA Board of Directors (Board) voted to end the contract with SHJA and directed staff to procure interim state advocacy services, while simultaneously beginning the process to release a new request for proposals for advocacy services to coincide with the 2015-16 state legislative session. On April 4, 2014, a contract for interim state advocacy services was entered into with Platinum Advisors, LLC (Platinum), with a scheduled contract completion date of July 31, 2014.

On June 23, 2014, the Board approved a state legislative advocacy and consulting contract with Platinum for an initial term of two-years through July 31, 2016, with two, two-year option terms. On April 25, 2016, the Board authorized exercising the first option term of the agreement and extending the term of the first option by five months through December 31, 2018. The Board then exercised the second option term of the contract on June 25, 2018. The second term will expire December 31, 2020. As part of all contracts OCTA has entered into with Platinum, the services of Topp Strategies, LLC, as a subcontractor, were included, with Moira Topp serving as the lead legislative advocate for OCTA. Since 2007, Moira Topp served as OCTA's primary legislative advocate through her former employment with SHJA and as a subcontractor on the current contract with Platinum.

The state legislative consultants represent OCTA's positions on legislation, policy issues, and funding priorities before the State Legislature and the Administration. The state legislative consultants also provide input to the OCTA legislative platform, notify staff of relevant proposed legislation, legislative activity affecting OCTA, and provide timely updates and strategy for transportation issues and events occurring in Sacramento. It is important for OCTA to retain advocacy services that the Board is most comfortable with to carry its message during the next legislative session. The next two years will bring significant challenges related to overall transportation funding and policies. This includes funding impacts from current economic decline related to the novel coronavirus pandemic, including how the State may reprioritize allocation decisions moving forward with constrained funding availability; the potential for investment in transportation projects to generate economic stimulus; and the need for flexibilities moving forward so transportation agencies can maintain transportation services and planned projects. In addition, it is anticipated that discussions will continue on several ongoing policy issues related to expanding zero-emission transportation technology, the meeting of statewide environmental goals through transportation planning and services, and the future role of toll facilities and transit within the State.

With these considerations, staff recommends to seek proposals for state legislative advocacy and consulting services for an initial two-year term from January 1, 2021 to December 31, 2022, with two, two-year option terms. This contract term not only maintains alignment with the term of each legislative session, but also is consistent with OCTA's current federal advocacy contract.

Procurement Approach

Staff is requesting that the Board approve the release of RFP 0-2369, and the evaluation criteria and weightings. The procurement will be handled in accordance with OCTA's policies and procedures for professional services. Award is recommended to the firm offering the most effective overall proposal considering such factors as staffing, prior experience with similar clients, approach to the scope of work, and expertise in the field of advocacy.

The proposed evaluation criteria and weights are as follows:

Qualifications of the Firm	25 percent
Staffing	35 percent
Work Plan	25 percent
Cost and Price	15 percent

Qualifications of the firm is weighted at 25 percent as it is important because the firm must show that it has performed these services for other similar clients and has the necessary access to the state legislators and their staff. Staffing is weighted highest at 35 percent as it is the most critical element to the success of these services. The key personnel must be knowledgeable of the political and economic climate and the ongoing transportation issues that face California. The work plan is also weighted at 25 percent as the firms must demonstrate that the firm has a good understanding of OCTA's needs and be able to advocate on OCTA's behalf. Finally, cost and price is weighted at 15 percent as firms must demonstrate that they can perform the services at maximum cost efficiencies to ensure that OCTA receives value for the services provided.

The contract for this procurement will be solicited for a two-year initial term with two, two-year option terms. The total cost of the initial term is anticipated to be approximately \$480,000.

It is proposed to utilize a process consistent with the previous state advocacy services procurements. The evaluation committee will assess the proposals utilizing the criteria and weighting approved by the Board and a shortlist of proposals will be developed, and those firms will be interviewed. The evaluation committee will consist of members of the Board, staff from the Contracts Administration and Materials Management, Government Relations, and the Executive Office.

The draft RFP is included as Attachment A. The RFP will be released upon Board approval of these recommendations.

Fiscal Impact

The project was approved in OCTA's Fiscal Year 2020-21 Budget, Government Relations, Account No. 1412-7519-A3202-K5H, and is funded through the Local Transportation Fund.

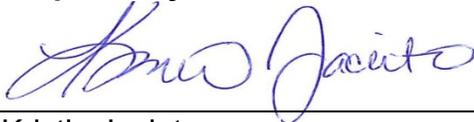
Summary

Board approval is requested to release RFP 0-2369 to initiate the competitive procurement process to select a firm to provide state legislative advocacy and consulting services, as well as approval of the proposed evaluation criteria, weights, evaluation team, and draft procurement schedule.

Attachment

- A. Draft Request for Proposals (RFP) 0-2369 – State Legislative Advocacy and Consulting Services

Prepared by:



Kristin Jacinto
Manager, State and Federal Relations
Government Relations
(714) 560-5754

Approved by:



Lance M. Larson
Executive Director,
Government Relations
(714) 560-5908



Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623

DRAFT REQUEST FOR PROPOSALS (RFP) 0-2369

STATE LEGISLATIVE ADVOCACY AND CONSULTING SERVICES



**ORANGE COUNTY TRANSPORTATION AUTHORITY
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282**

Key RFP Dates

Issue Date:	June 22, 2020
Pre-Proposal Conference Date:	July 14, 2020
Question Submittal Date:	July 20, 2020
Proposal Submittal Date:	August 14, 2020
Interview Date:	September 8, 2020

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June 22, 2020

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 0-2369: "STATE LEGISLATIVE ADVOCACY AND CONSULTING SERVICES"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide state legislative and advocacy and consulting services beginning January 1, 2021 through December 31, 2022, with two, two-year option terms.

Proposals must be received in the Authority's office at or before 2:00 p.m. on August 14, 2020.

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Georgia Martinez, Section Manager, Procurement**

Proposals delivered using the U.S. Postal Service shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Georgia Martinez, Section Manager, Procurement**

Note: The Authority utilizes a third-party delivery service; therefore, please anticipate a 48-hour delay in delivery of proposals mailed to the

P.O. Box listed above. Proposals are considered received once time stamped at the Authority's physical address.

Proposals and amendments to proposals received after the date and time specified above will be returned to the Offerors unopened.

Firms interested in obtaining a copy of this RFP may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net>. From the site menu, click on CAMM NET to register.

To receive all further information regarding this RFP 0-2369, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u> Professional Services	<u>Commodity:</u> Legislative Advocacy Services - California State Government Relation Services
---	--

A pre-proposal conference will be held on July 14, 2020, at 10:30 a.m. **via teleconference only.**

IN-PERSON ATTENDANCE IS NOT AVAILABLE
This pre-proposal conference will be open for attendance via teleconference only. The specific call-in number for this conference is 1 (714) 558-5200 Conference ID: 51349#. The conference will begin promptly at 10:30 p.m. (PST). Callers are requested to dial in and mute the call.

All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established September 8, 2020, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

Offerors are encouraged to subcontract with small businesses to the maximum extent possible.

All Offerors will be required to comply with all applicable equal opportunity laws and regulations.

The award of this contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Work.

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on July 14, 2020, at 10:30 a.m. via teleconference only.

IN-PERSON ATTENDANCE IS NOT AVAILABLE This pre-proposal conference will be open for attendance via teleconference only. The specific call-in number for this conference is 1 (714) 558-5200 Conference ID: 51349#. The conference will begin promptly at 1:30 p.m. Callers are requested to dial in and mute the call.

All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the Authority's objectives.

C. ADDENDA

The Authority reserves the right to revise the RFP documents. Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

D. AUTHORITY CONTACT

All communication and/or contacts with Authority staff regarding this RFP are to be directed to the following Contract Administrator:

Georgia Martinez, Section Manager, Procurement
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5605, Fax: 714.560.5792
Email: gmartinez@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no proposer, subcontractor, lobbyist or

agent hired by the proposer shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any proposer, subcontractor, lobbyist or agent hired by the proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority.
gmartinez@octa.net

E. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section E.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on July 20, 2020.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: gmartinez@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than July 23, 2020. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Georgia Martinez, Section Manager, Procurement.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:
Professional Services

Commodity:
Legislative Advocacy Services -
California State
Government Relation Services

Inquiries received after 5:00 p.m. on July 20, 2020 will not be responded to.

F. SUBMISSION OF PROPOSALS

Offeror is responsible for ensuring third-party deliveries arrive at the time and place as indicated in this RFP

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on August 14, 2020.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

2. Address

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Georgia Martinez, Section Manager, Procurement**

Or proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
P.O. Box 14184
Orange, California 92863-1584
Attention: Georgia Martinez, Section Manager, Procurement**

Note: The Authority utilizes a third-party delivery service; therefore, anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above. Proposals are considered received once time stamped at the Authority's physical address.

3. Identification of Proposals

Offeror shall submit an **original and six (6) copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number. In addition to the above, Proposers shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format, on a CD, DVD, or flash drive.

4. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of

any Offeror, and/or require additional evidence of qualifications to perform the work.

- g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Offeror in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the Authority;
3. Negotiating with the Authority any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

H. JOINT OFFERS

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the contract.

J. PROTEST PROCEDURES

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator responsible for this procurement. Any protests filed by an Offeror in connection with this RFP must be submitted in accordance with the Authority's written procedures.

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying firm-fixed monthly fees for work specified in the Scope of Work, included in this RFP as Exhibit A. This agreement will include a two-year initial term beginning January 1, 2021, with two, two-year option terms.

L. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

M. CODE OF CONDUCT

All Offerors agree to comply with the Authority's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. All Offerors agree to include these requirements in all of its subcontracts.

N. PROHIBITION

The firm(s) awarded lobbying services under this RFP will be prohibited from representing or lobbying any party competing for a contract with the Authority (either as a prime contractor or a subcontractor).

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Georgia Martinez, Section Manager, Procurement and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the

services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, including legislative advocacy and consulting services to similar organizations, including transit agencies, transportation commissions, transportation agencies, or other similar private or public entities. Highlight the participation in such work by the key personnel proposed for assignment to this project. Describe experience in working with the various government agencies identified in this RFP.
- (4) Provide examples of the scope of work for your current clients and narrative examples of accomplishments in achieving the requirements identified in the respective scope of work.
- (5) Provide a complete list of all current clients of the firm and of the principal for this agreement.
- (6) In not more than three pages, describe your firm's success in representing public agencies or other clients.
- (7) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (8) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.

- (9) Provide as a minimum three (3) references **presently** served by your firm in a capacity similar to that described in the Scope of Work. Include name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed.
- (10) Provide as a minimum three (3) references **previously** served by your firm within the past 5 years in a capacity similar to that described in the Scope of Work. Furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the method, which will be used by the Offeror to manage the project as well as identify key personnel assigned.

Offeror to:

- (1) Describe how the firm proposes to staff this engagement. Include the name of the principal, the name(s) of individuals designated to assist in this contract, and the qualifications and experience of each person named. Provide brief resumes (not more than two [2] pages each) highlighting your staff's education, experience, and applicable professional credentials of proposed staff.
- (2) Describe the principal's experience in obtaining state support and/or funding for transportation and transit projects. Describe the principal's experience in working with transportation clients and legislation and appropriations secured in the past four years. Please provide samples of projects and programs.
- (3) List the members of the Legislature with whom the principal and any individuals designated in item (1) have a special relationship and describe each relationship
- (4) List the officials of state departments, agencies, boards, and commissions with whom the principal and any individuals designated in item (1) have a special relationship and describe that relationship.
- (5) Describe the principal's relationship with the Governor and his administration.

- (6) Describe specifically how the principal and/or staff are qualified and positioned to be an effective advocate on behalf of the Authority, with one or more of the following audiences: Governor and his administration, majority party of the Legislature, minority party of the Legislature, Orange County delegation, California Transportation Commission, California Department of Transportation, and Public Utilities Commission.
- (7) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

Offeror should provide a narrative, which addresses the Scope of Work, and shows Offeror's understanding of Authority's needs and requirements.

Offeror to:

- (1) Describe the approach to representing the Authority in Sacramento.
- (2) Briefly describe your outlook for the next two years on issues affecting the Authority at the state level.
- (3) Based upon your knowledge of the Authority, describe your recommendations of key advocacy goals for the 2021-22 and 2022-23 legislative sessions, and how your firm would assist the Authority in achieving those goals.
- (4) Provide samples of past reports, informational materials, and written correspondence which show specific accomplishments similar to what you would expect to accomplish for the Authority.
- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

e. Public Records Act Indemnification

Proposals received by Authority are subject to the California Public Records Act, Government Code section 6250 et seq. (the "Act"), except as otherwise provided in the Act. Proposers should familiarize themselves and exceptions thereto. In no event shall the Authority or any of its agents, representatives, consultants, directors, officers, or employees be liable to a Proposer for the disclosure of any materials or information submitted in response to the RFP. Proposers must complete and sign the Exhibit G, Public Records Act Indemnification – Proposal Documents, and submit it with the proposal. Failure to complete Exhibit G may cause the proposal to be deemed non-responsive to this RFP and may no longer continue in the evaluation process.

If a California Public Records Act request is received by Authority for the release of information identified by Proposer as propriety, trade secret, or confidential, the request will be referred to Proposer for review and consideration. If Proposer requests that the information be withheld from release, Proposer shall provide such request in writing with the legal basis under the Act for each requested withholding. Failure to notify the Authority in writing of its desire to withhold the records within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such documents, shall constitute a waiver of any claims Proposer may have had related to such disclosure.

Authority will review the request, determine if the disclosure of the records is required by law, and notify Proposer of such determination. If Authority determines that the disclosure of records is required by law, Authority will notify Proposer of such determination and provide Proposer the opportunity to seek a protective order or other appropriate legal relief to protect the records.

Proposer shall defend and hold harmless Authority from any legal action arising from such withholding, as further detailed in Exhibit G, Public Records Act Indemnification – Proposal Documents.

4. Cost and Price Proposal

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services for each work task described in Exhibit A, Scope of Work.

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a firm-fixed-price contract specifying firm-fixed monthly rates to complete the Scope of Work.

5. Appendices

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

B. FORMS**1. Campaign Contribution Disclosure Form**

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime contractor, subconsultants, lobbyists and agents are required to report all campaign contributions made from the proposal submittal date up to and until the Board of Directors makes a selection.

Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal and it must be included in only the **original** proposal.

2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its proposals and it should be included in only the original proposal.

3. Proposal Exceptions and/or Deviations Form

Offerors shall complete the form entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submit it as part of the original

proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

4. Public Records Act Indemnification Form

Offerors shall complete and sign the form entitled “Public Records Act Indemnification” provided in this RFP and submit it as part of the original proposal. Proposers must complete and sign either Option 1 or Option 2 whichever applies.

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

The Authority will evaluate the offers received based on the following criteria:

- 1. Qualifications of the Firm 25%**

Experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references; the length of time your firm has been representing public transportation agencies.
- 2. Staffing and Project Organization 35%**

Qualifications of the principal and other staff; key personnel's level of involvement in performing the related work; principal's strong bipartisan relationships with transportation authorizing and appropriating committee's leadership and members in the Senate and Assembly; the principal's strong relationship with Transportation Committee members, and Appropriations Committee members; the principal's strong relationships with members of the Orange County Congressional Delegation; extent of any possible conflicts of interest.
- 3. Work Plan 25%**

Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; ability to meet deadlines; utility of suggested technical or procedural innovations; the firm's understanding of necessary advocacy goals; approach in representing Authority work in concert with Authority's policies and objectives.
- 4. Cost and Price 15%**

Reasonableness of the fixed monthly rate and competitiveness of this with other offers received; adequacy of data in support of figures quoted; cost comparison to the Authority's current state lobbyist contract; cost comparison to the Authority's budget for this contract.

B. EVALUATION PROCEDURE

An evaluation committee will be appointed to review all proposals received for this RFP. The committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written proposals using criteria identified in Section III A. A list of top-ranked proposals, firms within a

competitive range, will be developed based upon the totals of each committee members' score for each proposal.

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established September 8, 2020, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the proposal evaluations, Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to the Legislative and Communications Committee, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The Board Committee will review the evaluation committee's recommendation and forward its decision to the full Board of Directors for final action.

C. AWARD

The Authority will evaluate the proposals received and will submit, with approval of the Legislative and Communications Committee, the proposal considered to be the most competitive to the Authority's Board of Directors, for consideration and selection. The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected Offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via CAMM NET of the contract award. Such notification shall be made within three (3) business days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) business days of notification of the contract award.

EXHIBIT A: SCOPE OF WORK

**Sacramento Legislative Advocacy and Consulting Services
Scope of Work**

Reporting Relationship

The Orange County Transportation Authority's (OCTA) Manager of State and Federal Relations and/or his/her designee will be the key contact and will coordinate the work of the CONSULTANT. OCTA, at its sole discretion, may enter into more than one contract with additional firms with a Reporting Relationship of:



Role of the CONSULTANT

Under the coordination of the Manager of State and Federal Relations and/or his/her designee, the CONSULTANT shall be responsible for implementing the objectives described below.

Objectives

Objective 1: Maintain regular contact with the Governor's office; members of the Legislature and committee staff; and state departments, agencies, boards, commissions, committees, and staff to determine impending changes in laws, regulations, and funding priorities that relate to the OCTA.

- Meet with members of the Governor's office and Legislature to discuss policy issues affecting OCTA.
- Meet with members and staff of state agencies on issues that could impact the programming, delivery and funding of OCTA projects and services, including the California Transportation Commission; California State Transportation Agency; California Department of Transportation; California Air Resources Board;
- Track and attend meetings and actions by state agencies directly impacting transportation, including those associated with the Department of Finance; California Department of Tax and Fee Administration; Office of Planning and Research; California State Transportation Agency, Department of Transportation; California High-Speed Rail Authority; California Highway Patrol; California Department of Motor Vehicles; California Public Utilities Commission; California Environmental Protection Agency; and California Air Resources Board

Objective 1 Deliverable:

- Electronic reports of issues that could affect OCTA projects or funding.

Objective 2: Notify OCTA of anticipated, newly introduced or amended state legislation and proposed regulations, which could impact OCTA.

- Provide bill number and brief summary of introduced or amended state legislation via e-mail.
- Provide information relative to legislative hearings.
- Provide information on bills' sponsors, supporters, and opponents.
- Advise OCTA of proposed transportation, environmental, employment, and safety related legislation and regulations which could impact OCTA and provide copies as requested.

Objective 2 Deliverables:

- Copies of legislation, committee analyses, and proposed regulations as requested.
- Electronic notification of introduced bills and amendments, with summaries.
- Notification of legislative hearings.

Objective 3: Advocate OCTA's legislative program and positions on legislation, proposed regulations, and funding and transportation programming priorities as adopted by the Board.

- Participate in the preparation of OCTA's legislative program by informing staff of upcoming legislative proposals, budget forecasts, and potential policy issues.
- Assist in securing authors and drafting language for sponsor bills.
- Assist in drafting amendments to legislation and regulations.
- Build coalitions to support OCTA's positions on significant legislation.
- Testify on behalf of OCTA on Board-adopted positions on legislation at committee and floor hearings, as appropriate.
- Provide copies of all written correspondence, testimony, and position papers given on behalf of OCTA.
- Schedule meetings with legislators, Governor's office, and state departments for OCTA Directors and staff to advocate legislative and funding priorities.
- Participate in transit and transportation lobbying coalitions.
- Analyze and prepare advice on the proposed state budget as it relates to transportation, including, but not limited to, identifying decreases/increases in existing programs, new funding sources, and strategies to enhance transportation funding for OCTA.

Objective 3 Deliverables:

- Copies of all written correspondence, testimony, and position papers given on behalf of OCTA.
- Schedule of meetings with legislators, Governor, and administration.
- Budget analyses.

Objective 4: Provide written and oral reports.

- While the Legislature is in session, highlight significant transportation and related issues in Sacramento of importance to OCTA as needed.
- Submit a monthly written report of advocacy activities and accomplishments.
- As needed, present an in-person report to the Board or the Legislative and Communications Committee during a regular meeting. At least one in-person meeting should occur to develop legislative strategy.
- Once per month, participate via telephone in the Legislative and Communications Committee meeting or other designated committee of the Board.
- Maintain close contact with the Manager of State and Federal Relations on issues of importance.
- Provide electronic updates via e-mail to designated recipients on meetings of the Legislature, transportation issues of importance, press releases, and other issues of importance to OCTA.

Objective 4 Deliverables:

- Written reports highlighting significant transportation and related developments in Sacramento, as needed.
- Monthly written report of advocacy activities and accomplishments.
- As needed, oral presentations to the Board or Legislative and Communications Committee.
- As needed, an in-person legislative strategy session with Members of the Board of Directors.
- Monthly conference calls with the Legislative and Communications Committee or other designated committee.
- Electronic updates on issues of importance.

Objective 5: Maintain Sacramento office.

- Maintain an office in Sacramento, convenient to the State Capitol.
- Provide briefings at office prior to meetings at the Capitol.
- Have available an office for use by Board Members and staff while performing OCTA business in Sacramento.

Objective 5 Deliverable:

- Office in Sacramento.

Objective 6: Provide monthly invoices of services.

- Provide a written summary of meetings attended on behalf of OCTA.
- Provide a list of issues advocated during the month and status.

Objective 6 Deliverable:

- Monthly invoice that includes a written summary of meetings attended on behalf of OCTA and a list and status of the issues advocated for OCTA during the month.

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

STATE LEGISLATIVE ADVOCACY AND CONSULTING SERVICES

Enter below the proposed firm-fixed monthly rate to perform the services described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, and profits. The Authority's intention is to award a firm-fixed price contract.

Initial Term: January 1, 2021 – December 31, 2022

Fully-Burdened Monthly Rate:

Year 1 1/1/21 – 12/31/21	Year 2 1/1/22 – 12/31/22
\$ _____	\$ _____

First Option Term: January 1, 2023 through December 31, 2024

Fully-Burdened Monthly Rate:

Year 3 1/1/23 – 12/31/23	Year 4 1/1/24 – 12/31/24
\$ _____	\$ _____

Second Option Term: January 1, 2025 through December 31, 2026

Fully-Burdened Monthly Rate:

Year 5 1/1/25 – 12/31/25	Year 6 1/1/26 – 12/31/26
\$ _____	\$ _____

1. I acknowledge receipt of RFP 0-2369 and Addenda No.(s) _____
2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

SIGNATURE'S NAME AND TITLE _____

DATE SIGNED _____

EXHIBIT C: PROPOSED AGREEMENT

1 **PROPOSED AGREEMENT NO. C-0-2369**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 _____
6 **THIS AGREEMENT** is effective this ____ day of _____, 2020 ("Effective
7 Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box
8 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred
9 to as "AUTHORITY"), and , , , (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to provide state legislative
12 and advocacy consulting services; and

13 **WHEREAS**, said work cannot be performed by the regular employees of AUTHORITY; and

14 **WHEREAS**, CONSULTANT has represented that it has the requisite personnel and experience,
15 and is capable of performing such services; and

16 **WHEREAS**, CONSULTANT wishes to perform these services;

17 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CONSULTANT
18 as follows:

19 **ARTICLE 1. COMPLETE AGREEMENT**

20 A. This Agreement, including all exhibits and documents incorporated herein and made
21 applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of
22 this Agreement between AUTHORITY and CONSULTANT and it supersedes all prior representations,
23 understandings and communications. The invalidity in whole or in part of any term or condition of this
24 Agreement shall not affect the validity of other terms or conditions.

25 B. AUTHORITY's failure to insist in any one or more instances upon CONSULTANT's
26 performance of any terms or conditions of this Agreement shall not be construed as a waiver or

1 relinquishment of AUTHORITY's right to such performance or to future performance of such terms or
2 conditions and CONSULTANT's obligation in respect thereto shall continue in full force and effect.
3 Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when
4 specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written
5 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

6 **ARTICLE 2. AUTHORITY DESIGNEE**

7 The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act for and
8 exercise any of the rights of AUTHORITY as set forth in this Agreement.

9 **ARTICLE 3. SCOPE OF WORK**

10 A. CONSULTANT shall perform the work necessary to complete in a manner satisfactory to
11 AUTHORITY the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by this
12 reference, incorporated in and made a part of this Agreement. All services shall be provided at the times
13 and places designated by AUTHORITY.

14 B. CONSULTANT shall provide the personnel listed below to perform the above-specified
15 services, which persons are hereby designated as key personnel under this Agreement.

16 **Names**

Functions

17
18
19
20
21 C. No person named in paragraph B of this Article, or his/her successor approved by
22 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or
23 level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should
24 the services of any key person become no longer available to CONSULTANT, the resume and
25 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as
26 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key

1 person, unless CONSULTANT is not provided with such notice by the departing employee. AUTHORITY
2 shall respond to CONSULTANT within seven (7) calendar days following receipt of these qualifications
3 concerning acceptance of the candidate for replacement.

4 **ARTICLE 4. TERM OF AGREEMENT**

5 A. This Agreement shall commence January 1, 2021 and shall continue in full force and effect
6 through December 31, 2022, (“Initial Term”) unless earlier terminated or extended as provided in this
7 Agreement.

8 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an
9 additional twenty-four (24) months, commencing January 1, 2023 and continuing through
10 December 31, 2024 (“First Option Term”), and thereupon require CONSULTANT to continue to provide
11 services, and otherwise perform, in accordance with Exhibit A, entitled “Scope of Work”, and at the rates
12 set forth in Article 5, “Payment.”

13 C. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an
14 additional twenty-four (24) months, commencing January 1, 2025 and continuing through
15 December 31, 2026 (“Second Option Term”), and thereupon require CONSULTANT to continue to
16 provide services, and otherwise perform, in accordance with Exhibit A, entitled “Scope of Work”, and at
17 the rates set forth in Article 5, “Payment.”

18 AUTHORITY’s election to extend the Agreement beyond the Initial Term shall not diminish its
19 right to terminate the Agreement for AUTHORITY’s convenience or CONSULTANT’s default as provided
20 elsewhere in this Agreement. The “maximum term” of this Agreement shall be the period extending from
21 January 1, 2021 through December 31, 2026, which period encompasses the Initial Term, First Option
22 Term and Second Option Term.

23 **ARTICLE 5. PAYMENT**

24 A. For CONSULTANT’s full and complete performance of its obligations under this Agreement
25 and subject to the maximum cumulative payment obligation provisions set forth in Article 6, AUTHORITY
26 shall pay CONSULTANT on a firm-fixed price basis in accordance with the following provisions.

EXHIBIT C

1 B. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to
2 the work actually completed by CONSULTANT. Work completed shall be documented in a monthly
3 progress report prepared by CONSULTANT, which shall accompany each invoice submitted by
4 CONSULTANT. AUTHORITY shall pay CONSULTANT at the firm-fixed rates specified in Exhibit B,
5 entitled "Price Summary Sheet," which is attached to and by this reference, incorporated in and made a
6 part of this Agreement. These rates shall remain fixed for the term of this Agreement and are
7 acknowledged to include CONSULTANT's overhead costs, general costs, administrative costs and profit.
8 CONSULTANT shall also furnish such other information as may be requested by AUTHORITY to
9 substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full
10 payment until such time as CONSULTANT has documented to AUTHORITY's satisfaction, that
11 CONSULTANT has fully completed all work required. AUTHORITY's payment in full shall constitute
12 AUTHORITY's final acceptance of CONSULTANT's work

13 C. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in
14 duplicate to AUTHORITY's Accounts Payable office. CONSULTANT may also submit invoices
15 electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net. Each invoice
16 shall be accompanied by the monthly progress report specified in paragraph B of this Article.
17 AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each
18 invoice. Each invoice shall include the following information:

- 19 1. Agreement No. C-0-2369;
- 20 2. Specify the effort for which payment is being requested;
- 21 3. The time period covered by the invoice;
- 22 4. Total monthly invoice (including project-to-date cumulative invoice amount);

23 Monthly Progress Report;

24 5. Certification signed by the CONSULTANT or his/her designated alternate that a)
25 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
26 information included with the invoice is true, complete and correct in all material respects; c) All payments

1 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
2 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
3 invoice does not include any amount which CONSULTANT intends to withhold or retain from a
4 subcontractor or supplier unless so identified on the invoice.

5 6. Any other information as agreed or requested by AUTHORITY to substantiate the
6 validity of an invoice.

7 **ARTICLE 6. MAXIMUM OBLIGATION**

8 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and
9 CONSULTANT mutually agree that AUTHORITY's maximum cumulative payment obligation (including
10 obligation for CONSULTANT's profit) shall be _____ Dollars (\$_____.00) which shall include
11 all amounts payable to CONSULTANT for its subcontracts, leases, materials and costs arising from, or
12 due to termination of, this Agreement.

13 **ARTICLE 7. NOTICES**

14 All notices hereunder and communications regarding the interpretation of the terms of this
15 Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing
16 said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and
17 addressed as follows:

18 To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

22 ,
23 ATTENTION:

ATTENTION: Georgia Martinez

Section Manager, Procurement

Ph: (714) 560 - 5605

Email: gmartinez@octa.net

1 **ARTICLE 8. INDEPENDENT CONTRACTOR**

2 A. CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of
3 an independent contractor. CONSULTANT's personnel performing services under this Agreement shall
4 at all times be under CONSULTANT's exclusive direction and control and shall be employees of
5 CONSULTANT and not employees of AUTHORITY. CONSULTANT shall pay all wages, salaries and
6 other amounts due its employees in connection with this Agreement and shall be responsible for all
7 reports and obligations respecting them, such as social security, income tax withholding, unemployment
8 compensation, workers' compensation and similar matters.

9 B. Should CONSULTANT's personnel or a state or federal agency allege claims against
10 AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or
11 allegations involving any other independent contractor misclassification issues, CONSULTANT shall
12 defend and indemnify AUTHORITY in relation to any allegations made.

13 **ARTICLE 9. INSURANCE**

14 A. CONSULTANT shall procure and maintain insurance coverage during the entire term of this
15 Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONSULTANT
16 shall provide the following insurance coverage:

17 1. Commercial General Liability, to include Products/Completed Operations,
18 Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with
19 a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate;

20 2. Automobile Liability Insurance to include owned, hired and non-owned autos with
21 a combined single limit of \$1,000,000.00 each accident;

22 3. Workers' Compensation with limits as required by the State of California including
23 a waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents;

24 4. Employers' Liability with minimum limits of \$1,000,000.00; and

25 5. Professional Liability with minimum limits of \$1,000,000.00 per claim.

26 B. Proof of such coverage, in the form of a certificate of insurance, with the AUTHORITY, its

EXHIBIT C

1 officers, directors, employees and agents, designated as additional insureds as required by contract. In
2 addition, provide an insurance policy blanket additional insured endorsement. Both documents must be
3 received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be
4 received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement. Such
5 insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the
6 AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies of all related
7 insurance policies.

8 C. CONSULTANT shall include on the face of the certificate of insurance the Agreement Number
9 C-0-2369; and, Georgia Martinez, Section Manager, Procurement.

10 D. CONSULTANT shall also include in each subcontract the stipulation that subcontractors shall
11 maintain insurance coverage in the amounts required from CONSULTANT as provided in this Agreement.

12 E. CONSULTANT shall be required to immediately notify AUTHORITY of any modifications or
13 cancellation of any required insurance policies.

14 **ARTICLE 10. ORDER OF PRECEDENCE**

15 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

16 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 0-2369 ;(3)
17 CONSULTANT's proposal dated _____; (4) all other documents, if any, cited herein or incorporated
18 by reference.

19 **ARTICLE 11. CHANGES**

20 By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
21 make changes in the general scope of this Agreement, including, but not limited to, the services furnished
22 to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work suspension or
23 change causes an increase or decrease in the price of this Agreement, or in the time required for its
24 performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its claim for
25 adjustment within ten (10) calendar days after the change or work suspension is ordered, and an
26 equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT

1 from proceeding immediately with the Agreement as changed.

2 **ARTICLE 12. DISPUTES**

3 A. Except as otherwise provided in this Agreement, when a dispute arises between
4 CONSULTANT and AUTHORITY, the project managers shall meet to resolve the issue. If project
5 managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of Contracts
6 Administration and Materials Management (CAMM), who shall reduce the decision to writing and mail or
7 otherwise furnish a copy thereof to CONSULTANT. The decision of the Director, CAMM, shall be the
8 final and conclusive administrative decision.

9 B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with
10 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
11 CAMM. Nothing in this Agreement, however, shall be construed as making final the decision of any
12 AUTHORITY official or representative on a question of law, which questions shall be settled in
13 accordance with the laws of the State of California.

14 **ARTICLE 13. TERMINATION**

15 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part,
16 by giving CONSULTANT written notice thereof. Upon said notice, AUTHORITY shall pay CONSULTANT
17 its allowable costs incurred to date of termination and those allowable costs determined by AUTHORITY
18 to be reasonably necessary to effect such termination. Thereafter, CONSULTANT shall have no further
19 claims against AUTHORITY under this Agreement.

20 B. In the event either Party defaults in the performance of any of their obligations under this
21 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the
22 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon
23 receipt of such notice, CONSULTANT shall immediately cease work, unless the notice from AUTHORITY
24 provides otherwise. Upon receipt of the notice from AUTHORITY, CONSULTANT shall submit an invoice
25 for work and/or services performed prior to the date of termination. AUTHORITY shall pay
26 CONSULTANT for work and/or services satisfactorily provided to the date of termination in compliance

1 with this Agreement. Thereafter, CONSULTANT shall have no further claims against AUTHORITY under
2 this Agreement. AUTHORITY shall not be liable for any claim of lost profits or damages for such
3 termination.

4 **ARTICLE 14. INDEMNIFICATION**

5 CONSULTANT shall indemnify, defend, and hold harmless AUTHORITY, its officers, directors,
6 employees and agents from and against any and all claims (including attorneys' fees and reasonable
7 expenses for litigation or settlement) for any loss, costs, penalties, fines, damages, bodily injuries,
8 including death, damage to or loss of use of property, arising out of, resulting from, or in connection with
9 the performance of CONSULTANT, its officers, directors, employees, agents, subconsultants or suppliers
10 under the Agreement. Notwithstanding the foregoing, such obligation to defend, hold harmless, and
11 indemnify AUTHORITY, its officers, directors, employees and agents shall not apply to such claims or
12 liabilities arising from the sole or active negligence or willful misconduct of AUTHORITY.

13 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

14 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
15 CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be
16 subcontracted by CONSULTANT, without the prior written consent of AUTHORITY. Consent by
17 AUTHORITY shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms
18 and conditions of this Agreement.

19 B. AUTHORITY hereby consents to CONSULTANT's subcontracting portions of the Scope of
20 Work to the parties identified below for the functions described in CONSULTANT's proposal.
21 CONSULTANT shall include in the subcontract agreement the stipulation that CONSULTANT, not
22 AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the
23 subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors,
24 employees or sureties for nonpayment by CONSULTANT.

25 /

26 /

Subcontractor Name/Addresses

Subcontractor Amounts

.00

.00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

CONSULTANT shall provide AUTHORITY, or other agents of AUTHORITY, such access to CONSULTANT's accounting books, records, payroll documents and facilities, as AUTHORITY deems necessary. CONSULTANT shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONSULTANT's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 15 of this Agreement. CONSULTANT shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 17. CONFLICT OF INTEREST

CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the CONSULTANT is unable, or potentially unable to render impartial assistance or advice to the AUTHORITY; CONSULTANT's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONSULTANT. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

ARTICLE 18. CODE OF CONDUCT

CONSULTANT agrees to comply with the AUTHORITY's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. CONSULTANT agrees to include these requirements in all of its subcontracts.

1 **ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

2 CONSULTANT and all subconsultants performing work under this Agreement, shall be
3 prohibited from concurrently representing or lobbying for any other party competing for a contract with
4 AUTHORITY, either as a prime consultant or subconsultant. Failure to refrain from such
5 representation may result in termination of this Agreement.

6 **ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS**

7 CONSULTANT warrants that in the performance of this Agreement, it shall comply with all
8 applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and
9 regulations promulgated thereunder.

10 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

11 In connection with its performance under this Agreement, CONSULTANT shall not discriminate
12 against any employee or applicant for employment because of race, religion, color, sex, age or national
13 origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that
14 employees are treated during their employment, without regard to their race, religion, color, sex, age or
15 national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,
16 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other
17 forms of compensation; and selection for training, including apprenticeship.

18 **ARTICLE 22. PROHIBITED INTERESTS**

19 CONSULTANT covenants that, for the term of this Agreement, no director, member, officer or
20 employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter shall have any
21 interest, direct or indirect, in this Agreement or the proceeds thereof.

22 **ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS**

23 A. The originals of all letters, documents, reports and other products and data produced under
24 this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made
25 for CONSULTANT's records but shall not be furnished to others without written authorization from
26 AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein

1 shall be retained by AUTHORITY.

2 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
3 descriptions, and all other written information submitted to CONSULTANT in connection with the
4 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any
5 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected
6 with the performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding
7 such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or is or
8 becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not
9 use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in
10 any professional publication, magazine, trade paper, newspaper, seminar or other medium without the
11 express written consent of AUTHORITY.

12 C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be
13 released by CONSULTANT to any other person or agency except after prior written approval by
14 AUTHORITY, except as necessary for the performance of services under this Agreement. All press
15 releases, including graphic display information to be published in newspapers, magazines, etc., are to be
16 handled only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.

17 **ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT**

18 A. In lieu of any other warranty by AUTHORITY or CONSULTANT against patent or copyright
19 infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim
20 or suit against AUTHORITY on account of any allegation that any item furnished under this Agreement
21 or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any
22 presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages
23 finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of
24 the suit or claim and given authority, information and assistance at CONSULTANT's expense for the
25 defense of same. However, CONSULTANT will not indemnify AUTHORITY if the suit or claim results
26 from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form infringes

1 upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination
2 with other material not provided by CONSULTANT when such use in combination infringes upon an
3 existing U.S. letters patent or copyright.

4 B. CONSULTANT shall have sole control of the defense of any such claim or suit and all
5 negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify AUTHORITY
6 under any settlement made without CONSULTANT's consent or in the event AUTHORITY fails to
7 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at
8 CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim,
9 CONSULTANT, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell
10 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and
11 copyright indemnity thereto.

12 **ARTICLE 25. FINISHED AND PRELIMINARY DATA**

13 A. All of CONSULTANT's finished technical data, including but not limited to illustrations,
14 photographs, tapes, software, software design documents, including without limitation source code,
15 binary code, all media, technical documentation and user documentation, photoprints and other graphic
16 information required to be furnished under this Agreement, shall be AUTHORITY's property upon
17 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction
18 except as elsewhere authorized in this Agreement. CONSULTANT further agrees that it shall have no
19 interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said data is subject
20 to the provisions of the Freedom of Information Act, 5 USC 552.

21 B. It is expressly understood that any title to preliminary technical data is not passed to
22 AUTHORITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations,
23 software design documents, layouts and comprehensives prepared by CONSULTANT solely for the
24 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given
25 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to
26 AUTHORITY if CONSULTANT causes AUTHORITY to exercise Article 11, and a price shall be

1 negotiated for all preliminary data.

2 **ARTICLE 26. FORCE MAJEURE**

3 Either party shall be excused from performing its obligations under this Agreement during the time
4 and to the extent that it is prevented from performing by an unforeseeable cause beyond its control,
5 including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products,
6 plants or facilities by the federal, state or local government; national fuel shortage; or a material act or
7 omission by the other party; when satisfactory evidence of such cause is presented to the other party,
8 and provided further that such nonperformance is unforeseeable, beyond the control and is not due to
9 the fault or negligence of the party not performing.

10 **ARTICLE 27. HEALTH AND SAFETY REQUIREMENT**

11 CONSULTANT shall comply with all the requirements set forth in Exhibit __, Level 1 Safety
12 Specifications.

13 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-0-23690-2369
14 to be executed as of the date of the last signature below.

15 **CONSULTANT**

ORANGE COUNTY TRANSPORTATION AUTHORITY

16 By: _____

By: _____

Darrell E. Johnson
Chief Executive Officer

18 Date: _____

Date: _____

20 **APPROVED AS TO FORM:**

22 By: _____

James M. Donich
General Counsel

24 Date: _____

APPROVED:

By: _____

Lance M. Larson
Executive Director, Government Relations

Date: _____

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EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact Name:	Phone:
Project Award Date:	Original Contract Value:
Term of Contract:	
(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:	
(2) Summary and Status of contract:	
(3) Summary and Status of action identified in (1):	
(4) Reason for termination, if applicable:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Name

Signature

Title

Date

EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

EXHIBIT F: SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

1.2 REGULATORY

- A. Injury/Illness Prevention Program
The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

- B. Substance Abuse Prevention Program
Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- C. Heat Illness Prevention Program
Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- D. Hazard Communication Program
Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.
- E. Storm Water Pollution Prevention Plan
The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
 3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
 4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
 2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
 3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

- A. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
- B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 or 3 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.6 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Construction Industry Institute (CII)
- E. OCTA Yard Safety Rules

END OF SECTION

EXHIBIT G: PROPOSAL EXCEPTION AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority's technical obligations and contractual terms and conditions set forth in the Scope of Work and Proposed Agreement Exhibit C. Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No. _____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

**EXHIBIT H: PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL
DOCUMENTS**

PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL DOCUMENTS

Offeror is required to submit one copy of the completed and signed form as part of its proposal and it should be included only in the original proposal. Offeror shall complete either Option 1 or Option 2 which ever applies.

Option #1: Public Records Act Indemnification Agreement

By signing below, the Proposer agrees as follows regarding its Proposal:

If Authority receives a Public Records Act request (Government Code sections 6250 et seq.) which seeks any portion of Proposer’s proposal that the Proposer has marked as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation (the "PRA Documents"), the Authority will notify the Proposer of the request. The Proposer shall, within three business days of such notification from the Authority, inform the Authority as to whether it desires the PRA Documents to be withheld, and shall thereafter timely provide a legal basis for each such requested withholding. If the Authority determines to withhold the PRA Documents, Proposer shall indemnify and defend Authority from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs.

Proposer shall pay all costs, immediately as they come due, pertaining to any action under the Public Records Act related to any portion of Proposer’s proposal marked or designated as described above, and withheld by Authority. If the Proposer fails to notify the Authority in writing within three business days, or to timely provide a legal basis for the withholding of documents, Proposer agrees that Authority shall release and disclose Proposer records, notwithstanding any marking or designation of the PRA Documents.

In no case shall Authority be liable for any inadvertent disclosure of any Proposer proposal documents, or any disclosure made by Authority upon a good faith belief that disclosure is required by law, or in the event Proposer has failed to notify the Authority in writing of its desire to withhold the PRA Documents within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such PRA Documents, and Proposer waives any claims it may have had related to such disclosure.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____

Option #2: Non-Applicability

This Proposer has not marked any portion of its proposal as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____



COMMITTEE TRANSMITTAL

June 22, 2020

To: Members of the Board of Directors

From:  Laurena Weinert, Clerk of the Board

Subject: Amendment to Agreement with Potomac Partners DC, for Federal Legislative Advocacy and Consulting Services

Legislative and Communications Committee Meeting of June 18, 2020

Present: Directors Bartlett, Davies, Delgleize, Hennessey, Hernandez, Wagner, and Winterbottom

Absent: None

Committee Vote

Following the roll call vote, this item was declared passed 7-0 by the Members present.

Committee Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 1 to Agreement No. C-8-1750 between the Orange County Transportation Authority and Potomac Partners DC, to exercise the first option term of the agreement, in the amount of \$480,000, for federal legislative advocacy and consulting services. This will increase the maximum obligation of the agreement to a total contract value of \$960,000.



June 18, 2020

To: Legislative and Communications Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Amendment to Agreement with Potomac Partners DC, for Federal Legislative Advocacy and Consulting Services

Overview

On November 12, 2018, the Orange County Transportation Authority Board of Directors approved an agreement with Potomac Partners DC, for federal legislative and consulting services for a two-year initial term, with two, two-year option terms. Staff is requesting approval to exercise the first option term effective January 1, 2021, through December 31, 2022.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 1 to Agreement No. C-8-1750 between the Orange County Transportation Authority and Potomac Partners DC, to exercise the first option term of the agreement, in the amount of \$480,000, for federal legislative advocacy and consulting services. This will increase the maximum obligation of the agreement to a total contract value of \$960,000.

Discussion

Since 2003, the Orange County Transportation Authority (OCTA) has contracted with Potomac Partners, DC (PPDC) for federal legislative advocacy services. Through competitive procurements, the OCTA Board of Directors (Board) awarded the federal advocacy contract to PPDC in 2002, 2007, 2010, 2014, and most recently in 2018. On November 12, 2018, the Board approved a contract with PPDC to provide federal advocacy and consulting services for an initial term of two years through December 31, 2020, with two, two-year option terms.

The federal legislative advocacy and consulting services provided by PPDC are led by principals Richard Alcalde and Daniel Feliz. Through their work for OCTA, PPDC has developed significant long-term relationships with key members in Congress and worked on several priority policy issues and goals for OCTA

including implementing Breaking Down Barriers, an OCTA-led project delivery streamlining effort; obtaining a Transportation Infrastructure Finance and Innovation Act (TIFIA) loan for the Interstate 405 Improvement Project and seeking Capital Investment Grant funding and receipt of a full funding grant agreement for the OC Streetcar.

In 2019, OCTA's annual evaluation of the work performed by PPDC rated the firm as "very good" in both its overall efforts and outcomes of key OCTA policy objectives. PPDC's most recent successes include: helping secure transit funding for novel coronavirus pandemic response efforts through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, informing follow-up stimulus efforts to the CARES Act to provide additional financial assistance for transportation agencies, advancing discussions on efforts to streamline and create cost savings through TIFIA, including securing language in the draft reauthorization bill passed by the Senate Environment and Public Works Committee, and securing support from Orange County delegation members and leadership for various regulatory and financing reforms related to zero-emission bus technology, the use of sales tax revenues from aviation fuel, and project delivery streamlining mechanisms.

Many of the above policy issues are expected to be ongoing in the upcoming session, especially as deadlines approach related to surface transportation reauthorization. It is, therefore, recommended that the Board exercise the first option term to coincide with the next session of Congress.

Procurement Approach

The procurement was originally handled in accordance with OCTA's Board-approved procedures for professional and technical services. On November 12, 2018, the Board approved award of the agreement with PPDC. The original agreement was awarded on a competitive basis and included a two-year initial term with two, two-year option terms, in the amount of \$480,000. The first option term will extend the term of the agreement through December 31, 2022, in the amount of \$480,000, bringing the total contract value to \$960,000.

In accordance with the current agreement, PPDC's firm-fixed monthly fee of \$20,000 will remain the same as originally negotiated. The agreement was awarded with no increases to the firm-fixed monthly fee.

PPDC has provided excellent service to OCTA throughout the term of the agreement. Extending the term of the agreement will allow PPDC to continue

providing federal legislative advocacy and consulting services through December 31, 2022.

Fiscal Impact

Funding for the project was approved in OCTA's Fiscal Year 2020-21 Budget, Government Relations, Account No. 1412-7519-A320-K5H, and the project is funded through the Local Transportation Fund.

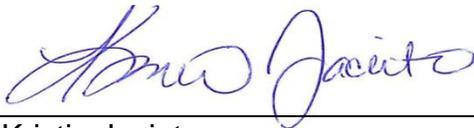
Summary

Based on the information provided, staff recommends the Board authorize the Chief Executive Officer to negotiate and execute Amendment No. 1 to Agreement No. C-8-1750 with Potomac Partners DC, to exercise the first option term in the amount of \$480,000, for continued federal legislative advocacy and consulting services effective January 1, 2021 through December 31, 2022.

Attachments

- A. Scope of Work, Federal Legislative Advocates
- B. Potomac Partners DC, Agreement No. C-8-1750 Fact Sheet

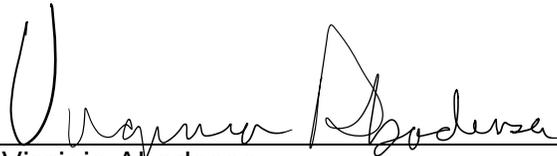
Prepared by:



Kristin Jacinto
Manager, State and Federal Relations
(714) 560-5754



Lance Larson
Executive Director, Government
Relations
(714) 560-5908



Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623

**SCOPE OF WORK
FEDERAL LEGISLATIVE ADVOCATES**

I. General

The Orange County Transportation Authority (OCTA) is seeking a federal legislative advocate team (Consultant) to address a series of issues described in and organized around the federal goals and objectives of the OCTA's Legislative Platform. The primary issues and objectives are summarized as follows:

1. Secure a stable and reliable long term transportation reauthorization bill, and annual appropriations bills in accordance with current Legislative Platform and Board of Directors (Board)-approved project requests.
2. Advocate at the Congressional and Executive Branch levels for federal funding for OCTA capital projects, including fixed guideway projects.
3. Advocate on behalf of OCTA's position on Goods Movement.
4. Seek to maximize funding for all OCTA modal programs, but especially restoration of a well-funded bus discretionary program, in the next transportation reauthorization bill.
5. Seek to streamline and accelerate the delivery of federally funded projects with minimal federal requirements.
6. Advocate for funding of compliance costs for any new federally mandated requirements.
7. Advocate for federal intercity passenger rail funding in the San Luis Obispo-Los Angeles-San Diego (LOSSAN) corridor.

II. Coalition Activities

The Consultant shall build and sustain a strong federal coalition in support of OCTA.

1. OCTA Legislative Platform

- 1.1 Provide input to and implement OCTA-developed funding strategies for transportation projects described in the Information and Issues discussion and Legislative Platform, including bus, highway, intelligent transportation systems projects, and any other projects which may be appropriate to achieve OCTA legislative goals.

1.2 Recommend appropriate activities for OCTA Board members and local elected officials at various stages of the legislative process.

1.3 Provide general political and advocacy advice to OCTA.

2. Legislation, Regulations, and Policy

2.1 Notify OCTA of anticipated, newly introduced, or amended federal legislation, regulations, and administrative policy actions which could impact OCTA and provide a legislative analysis on how such action(s) may affect the interest of OCTA.

2.2 Work with OCTA, develop positions and tactics which implement OCTA's strategy objectives regarding the upcoming reauthorization of the transportation program.

2.3 Provide information and advice regarding upcoming legislative hearings which may impact policies and programs of OCTA.

2.4 Attend hearings and other public sessions of interest to OCTA.

2.5 Assist in the preparation of testimony before congressional committees and represent OCTA before such committees, including but not limited to the House and Senate Committees on Appropriations, the House Committee on Transportation and Infrastructure, the Senate Committee on Banking and Urban Affairs, the Senate Commerce Committee and the Senate Committee on Environment and Public Works.

2.6 Assist in drafting legislative language, and other written materials deemed of interest to OCTA, to ensure that the goals and objectives of OCTA are fulfilled.

2.7 Assist in drafting responses to Federal Register notices and other federal public comment announcements.

2.8 Assist in preparation of appropriate written materials supporting OCTA legislative goals, including letters, talking points, bill summaries and position papers.

3. Liaison and Advocacy Activities

3.1 Orange County Congressional Delegation

3.1.1 Maintain frequent formal and informal contact with the Orange County delegation members and staff to represent and advocate OCTA policies and positions.

3.1.2 Recommend when OCTA Board Members should be in direct contact with members of the Orange County delegation or their key legislative staff.

3.2 House and Senate

3.2.1 Maintain direct and frequent contact with key members and staff of appropriate Senate and House Committees to represent and advocate OCTA policies and positions.

3.2.2 Arrange meetings between key legislation members and OCTA personnel as appropriate in Washington, D.C. or Orange County. Provide logistical support for Washington, D.C. visits.

3.2.3 Recommend timing and nature of contacts with the Orange County delegation and other legislation members in Washington, D.C.

3.3 Executive Branch

3.3.1 Meet with and arrange meetings with appropriate White House officials and staff, as necessary, to represent and advocate OCTA policies and positions.

3.3.2 Meet with and arrange meetings with appropriate Department of Transportation officials and staff, and other federal agencies, as necessary, to represent and advocate OCTA policies and positions.

III. **Administrative Coordination**

The Consultant shall continuously coordinate with OCTA Board, Chief Executive Officer and staff.

1. Coordination

1.1 Coordinate all activities with the OCTA State and Federal Relations Manager and Executive Director, Government Relations as appropriate.

1.2 Coordinate with members of the OCTA Board of Directors, as appropriate.

1.3 Coordinate with other OCTA consultants, as appropriate.

2. Other Activities

2.1 Preparation of Materials, Conference Calls, Oral Reports, Written Reports, and Additional Assignments.

- 2.2 Participate via teleconferencing with the Manager of Grants and Federal Relations, other OCTA staff, and other consultants as necessary.
- 2.3 Provide on-site and in-person oral reports to the Board and meet with appropriate OCTA staff at the OCTA headquarters in Orange, California, as needed. The number of on-site reports is not expected to exceed four per year.
- 2.4 Submit a written monthly activity and status report, including key advocacy activities undertaken on behalf of OCTA during each month.
- 2.5 Undertake additional assignments that have been mutually agreed upon by both parties and are necessary to accomplish OCTA's objectives in Washington.

**Potomac Partners DC
Agreement No. C-8-1750 Fact Sheet**

1. November 12, 2018, Agreement No. C-8-1750, \$480,000, approved by the Board of Directors (Board).
 - To provide federal legislative advocacy and consulting services
 - Initial term of the agreement effective January 1, 2019 through December 31, 2020, with two, two-year option terms.
2. June 22, 2020, Amendment No. 1 to Agreement No. C-8-1750, \$480,000, pending Board approval.
 - Amendment to exercise the first option term effective January 1, 2021 and extend the Agreement through December 31, 2022.

Total committed to Potomac Partners DC, Agreement No. C-8-1750: \$960,000.



COMMITTEE TRANSMITTAL

June 22, 2020

To: Members of the Board of Directors
From:  Laurena Weinert, Clerk of the Board
Subject: State Legislative Status Report

Legislative and Communications Committee Meeting of June 18, 2020

Present: Directors Bartlett, Davies, Delgleize, Hennessey, Hernandez, Wagner, and Winterbottom
Absent: None

Committee Vote

Following the discussion, no action was taken on this receive and file information item.

Staff Recommendation

Receive and file as an information item.



June 18, 2020

To: Legislative and Communications Committee
From: Darrell E. Johnson, Chief Executive Officer
Subject: State Legislative Status Report

Overview

An update is provided on discussions related to the Fiscal Year 2020-21 State Budget. An overview of a bill related to State Route 241 is provided. Updates are provided regarding an informational hearing related to high-speed rail, advocacy to postpone new California Environmental Quality Act requirements, and the confirmation of a new director of the California State Department of Transportation.

Recommendation

Receive and file as an information item.

Discussion

State Budget Process

Due to the novel coronavirus (COVID-19) pandemic, the budget process for fiscal year 2020-21 has been significantly condensed. In response, Assembly Speaker Anthony Rendon (D-Lakewood) called for a Committee of the Whole on the State Budget on May 26, 2020. The last time this occurred was in 1995 for a discussion of the Orange County bankruptcy. This will be an opportunity for each Assembly Member to provide feedback on the state budget, and the Governor's proposed May Revise.

Instead of holding numerous subcommittee hearings to consider input from stakeholders on a variety of issues, each budget subcommittee within the legislature limited hearings to focus on issues proposed in the May Revise. On May 21, 2020, Assembly Budget Subcommittee Number Three on Resources and Transportation held its hearing. Among the items on the agenda, members discussed the Governor's proposal included in the May Revise to transfer \$130 million from the State Highway Account to the General Fund.

The Department of Finance justified the transfer, by explaining that these funds are the earned interest in the account, and there is not legal prohibition on using the interest for non-transportation purposes within Article 19 of the Constitution. The Legislative Analyst's Office (LAO) noted that they were in conversations with Legislative Counsel on the legality of this matter. At the time of the writing of this staff report, the Legislature was prepared to reject this proposed transfer.

Cap-and-trade revenue projections were also discussed, with the LAO noting that the cap-and-trade expenditure plan is difficult to predict because of the uncertainty of future revenues. Since this budget hearing, the latest cap-and-trade auction on May 20, 2020, revealed significantly lower revenues compared to past auctions. The State will receive an estimated \$25 million from this auction, compared to \$612 million in the previous February auction. Given these results, the total 2019-20 revenue will be approximately \$2.1 billion, which is \$300 million less than assumed in the budget. It is not yet clear how this decrease in revenue will impact discretionary programs within the Greenhouse Gas Reduction Fund, like the Low Carbon Transit Operations Program (LCTOP). Overall, continuously appropriated programs are expected to receive an estimated \$1.2 billion in 2019-20, which is \$170 million less than the budget assumed. It is expected that cap-and-trade expenditure plan discussions will occur later in the year when more certainty exists with the revenue picture.

Senate Budget Subcommittee Number Two on Resources, Environmental Protection, Energy, and Transportation Chair, Senator Bob Wieckowski (D-Fremont), proposed in its hearing on May 24, 2020, a requirement for the California Air Resources Board to consider a variety of improvements to the cap-and-trade program in a formal rulemaking. One of the many recommendations was to raise the floor price, which could allow additional revenues to be generated. This budget proposal has been formally opposed by the California Chamber of Commerce, and other groups, who note that revenue generation is not the intent of the cap-and-trade program.

Separately, the committee also adopted placeholder language for statutory relief for transit operators. The California Transit Association worked with Senator Jim Beall (D-Campbell) to submit a letter to the Governor and legislative leaders to urge the following statutory relief measures be included in the budget:

- Institute hold harmless provision for calculation and allocation of State Transit Assistance (STA) Program, State of Good Repair (SGR), and LCTOP allocations.
- Temporarily create more flexibility in the use of LCTOP and STA-based SGR Program funds, allowing funding to be used for existing operations.

- Temporarily remove financial penalties for non-compliance with farebox recovery requirements and transit funding efficiency measures in the Transportation Development Act and the STA Program.

A copy of this letter is included as Attachment A. The letter was signed by bipartisan, bicameral legislators, including the following members from the Orange County delegation: Senator Pat Bates (R-Laguna Hills), Senator Tom Umberg (D-Santa Ana), Assembly Member Tom Daly (D-Anaheim), Assembly Member Bill Brough (R-San Juan Capistrano), and Assembly Member Sharon Quirk Silva (D-Fullerton).

As of writing this staff report, legislative leaders announced on June 3, 2020, that they have reached a bicameral budget agreement without the use of conference committees. A verbal update will be provided on the final budget expected to be voted on June 15, 2020.

SB 1373 (Bates, R-Laguna Hills): State Highways: State Route 241 (SR-241): Reduction

SB 1373 (Bates, R-Laguna Hills) would redefine SR-241 in statute to have it terminate at Oso Parkway east of the City of Mission Viejo, rather than at Interstate 5 (I-5) south of the City of San Clemente. A copy of the bill is included as Attachment B. Senator Bates introduced the bill to codify the action taken by the Transportation Corridor Agencies (TCA) Board of Directors (Board) on March 12, 2020, directing TCA staff to work with the County of Orange and other stakeholders, including the Orange County Transportation Authority (OCTA), to prepare a project development plan for a non-tolled extension of Los Patrones Parkway and work to advance two other projects: the I-5 carpool lane improvements from Avenida Pico to the San Diego County line and the widening of Ortega Highway in the City of San Juan Capistrano. This action concluded TCA's efforts to identify solutions for a southerly extension of the SR-241 Toll Road and the related South County Traffic Relief Effort. On April 13, 2020, the OCTA Board took action to approve furtherance of the three projects described in the TCA Board action.

By redefining SR-241 in statute to be consistent with actions taken by local agencies, SB 1373 is consistent with previous legislation, such as AB 29 (Chapter 791, Statutes of 2019), which changed the statutory definition of State Route 710 to be consistent with actions taken by the Los Angeles County Metropolitan Transportation Authority to cease planning of an extension. SB 1373 passed unanimously out of the Senate Transportation Committee and is pending in the Senate Appropriations Committee.

Overview of Assembly Transportation Committee's Informational Hearing on the High-Speed Rail Authority's Draft 2020 Business Plan

On May 27, 2020, the Assembly Transportation Committee held an informational hearing on the California High-Speed Rail Authority's (CHSRA) Draft 2020 Business Plan (Plan). The CHSRA released their draft Plan on February 12, 2020, and the public comment period ended on June 1, 2020, after being extended due to the COVID-19 pandemic. In summation, the CHSRA must adopt a plan every two years after receiving comments by stakeholders, including the State Legislature. The plan submitted on February 12, 2020, describes outcomes of two different comparison studies of the three segments within Phase I, which include the Peninsula Corridor, the Central Valley Segment, and the Southern California Corridor. The Plan concluded that the most efficient use of current and available funding is to complete the Merced to Bakersfield segment in order to maximize job creation, potential ridership, and meet environmental goals. CHSRA's Chief Executive Officer, Brian Kelly, also mentioned in his overview of the Plan that environmental documents for the Northern and Southern California segments have been approved, paving the way to advance those projects when funding becomes available. Additionally, he spoke about how the CHSRA has not been immune from the impacts of COVID-19 pandemic. In particular, Mr. Kelly detailed that the request for proposal on the track and systems bid has been extended, they deferred adoption of the 2020 Business Plan, and extended the comment period on environmental documents.

The LAO provided an overview of the five key oversight issues identified in their report for which the Legislature may seek to address. The specific issues they identified included: project schedule restrictions, inadequate and volatile funding, the use of a third-party public entity to operate interim service from Merced to Bakersfield inconsistently with the spirit of Proposition 1A, optimistic assumptions of reliability, and track and systems contract restraints for the Legislature to be able to adjust the path of the project in the future.

The hearing largely consisted of members of the committee questioning Mr. Kelly on the Plan and the future of the project. Notably, Assembly Transportation Vice Chair Vince Fong (R-Bakersfield) commented on the lack of cuts in the current budget for CHSRA, even as the impacts of COVID-19 have caused for reduced education budgets and a proposed transfer of \$130 million from the State Highway Account to the General Fund. Assembly Transportation Chair Jim Frazier (D-Fairfield) addressed his frustration with the CHSRA and its business plan. Specifically, he commented that the ridership numbers need to be recalculated given that the LAO and the High-Speed Rail Peer Review Group both dispute the accuracy of those numbers. Chair Frazier noted that if it had not been for COVID-19 truncating the hearing schedule, he would have held

more hearings on this matter. He also suggested that there needs to be an organizational change to the CHSRA, arguing there is a clear lack of accountability. He concluded by stating that while he does not want to be a detriment to this project, he does not support the draft Plan and hopes it will be sent back to the drawing board.

Advocacy to Delay SB 743 (Chapter 386, Statutes of 2013) Implementation

In conjunction with the Governor's Office of Planning and Research, the California Natural Resources Agency developed and adopted California Environmental Quality Act regulations changing the standard for measuring traffic impacts from the traditional metric of level of service to vehicle miles travelled (VMT), per statutory requirements put in place under SB 743. The bill and subsequent regulations are intended to focus on getting more people to ride public transit as opposed to reducing congestion. As such, transportation or housing projects that do not reduce or mitigate VMT could be required to provide increased mitigation, or potentially be subject to litigation. Per state guidance, the new standard would go into effect on July 1, 2020, although guidance developed by the California Department of Transportation (Caltrans), specific to transportation projects, was still developing its guidance documents as of the writing of this staff report, with an implementation date to occur in September 2020.

Due to the COVID-19 pandemic, there has been some discussion about delaying SB 743 implementation, especially since VMT has dropped dramatically with many Californians staying home to respect social distancing guidelines. Moreover, concerns have been raised that SB 743 implementation will drive development patterns favoring higher-cost housing, making it harder for low-income families, millennials, and communities of color to find affordable housing. On May 25, 2020, 18 legislators wrote a letter, included as Attachment C, requesting that implementation be delayed to July 1, 2022. On a related note, The Two Hundred, a statewide advocacy coalition, filed a lawsuit seeking a preliminary injunction preventing SB 743 implementation from occurring on July 1, 2020. Staff will continue to provide updates should these efforts result in policy changes that impact OCTA's project delivery process.

Update on Senate Confirmation of California State Department of Transportation Director Toks Omishakin

Mr. Toks Omishakin was appointed Director of Caltrans by the Governor on September 3, 2019. This appointment requires confirmation by the State Senate. On May 27, 2020, the Senate Rules Committee held a hearing on his appointment. During the confirmation hearing, Director Omishakin discussed his five strategic priorities and how the COVID-19 pandemic has affected travel

in the state. Additionally, he discussed how he was hopeful that gas tax revenues might not decrease by as much as originally thought, although no details were offered on how projects might change. Senator Bates spoke on how she has engaged with Director Omishakin the concerns in Orange County regarding the extension of the SR-241 Toll Road. She expressly mentioned she wants Caltrans to be a partner and work with OCTA in its role as the regional transportation agency. Director Omishakin recognized the concerns and the need for continued regional collaboration.

Summary

Information on the state budget process is provided. An overview is given on a bill related to State Route 241. Updates are provided on hearings and discussions related to the high-speed rail, California Environmental Quality Act, and the confirmation of a new director of the California State Department of Transportation.

Attachments

- A. Letter to Governor Gavin Newsom, the Honorable Toni Atkins, and the Honorable Anthony Rendon, re: COVID-19 Transit Statutory Relief – Budget Action, dated June 3, 2020
- B. SB 1373 (Bates, R-Laguna Hills) Bill Language
- C. Letter to the Honorable Gavin Newsom, re: Extension of the July 2020 Implementation Date for the Vehicle Miles Travelled Regulations, dated May 25, 2020
- D. Orange County Transportation Authority Legislative Matrix

Prepared by:



Alexis Leicht
Associate Government Relations Representative,
Government Relations
(714) 560-5475

Approved by:



Lance M. Larson
Executive Director,
Government Relations
(714) 560-5908

CALIFORNIA LEGISLATURE

STATE CAPITOL
SACRAMENTO, CALIFORNIA
95814

June 3, 2020

Governor Gavin Newsom
State Capitol, Suite 1173
Sacramento, CA 95814

The Honorable Toni Atkins
Senate President pro Tempore
State Capitol, Room 205
Sacramento, CA 95814

The Honorable Anthony Rendon
Speaker of the Assembly
State Capitol, Room 219
Sacramento, CA 95814

COVID-19 Transit Statutory Relief – Budget Action

Governor Newsom, President pro Tem Atkins, and Speaker Rendon:

The COVID-19 pandemic has placed untold strain on transit agencies as they struggle to provide core service to essential workers against the backdrop of catastrophic declines in revenues and the staggering costs of front-line efforts, designed to maintain the health of transit operators and riders.

We, the undersigned members, understand these challenges and express grave concerns about the environmental, economic and equity implications of consenting, through inadequate action, to the further erosion of public transit during the current crisis. We know these are concerns you share and we, therefore, request that you support our efforts to immediately enact, through the June budget, a series of statutory relief measures to:

- Institute a two-year hold harmless provision for the calculation and allocation of the individual transit agency factors the State Controller makes to allocate 50% of revenues flowing through the State Transit Assistance Program, the STA-based State of Good Repair Program and the Low Carbon Transit Operations Program, all programs that rely on calculations of “Local Revenue” earned by transit operators;
- Temporarily create more flexibility in the use of Low Carbon Transit Operations Program and STA-based State of Good Repair Program funds; and,

- Temporarily eliminate counterproductive financial penalties for non-compliance with transit funding efficiency measures in the Transportation Development Act and the State Transit Assistance Program.

These measures, identified by the California Transit Association in their letter entitled “*Statutory and Administrative/Regulatory Relief Measures to Support Transit Agencies,*” dated April 7, represent the transit industry’s best thinking for supporting transit agencies in the short-term, while conversations about supplemental funding continue at the state- and federal-level. If these measures were enacted, transit agencies would be permitted to apply funding from existing, but statutorily narrow, programs toward safety measures, personal protective equipment, and preserving operational service levels. Additionally, transit agencies would be able to proceed with, or maintain, safety measures – like temporarily waiving passenger fares to limit interaction between transit vehicle operators and riders – which would otherwise lead to financial penalties under current law.

The uniqueness of today’s crisis and its unparalleled impacts on transit agencies requires that, as a state, we explore novel solutions to supporting transit agencies’ short-term needs and long-term viability. Enacting these measures immediately would allow transit agencies to focus on their core function of moving Californians safely while they regain their financial and operational footing.

We, again, urge you to support our efforts to enact these commonsense measures.

Sincerely,



Senator Jim Beall
District 15



Assemblymember Richard Bloom
District 50



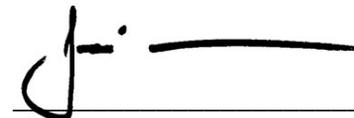
Assemblymember David Chiu
District 17



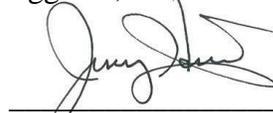
Assemblymember Tom Lackey
District 36



Assemblymember Susan Talamantes
Eggman, District 13



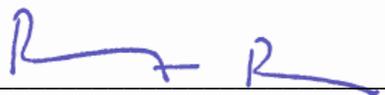
Assemblymember Jose Medina
District 61



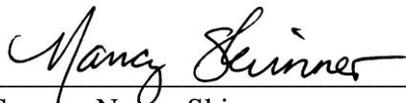
Senator Jerry Hill
District 13



Assemblymember Kevin Mullin
District 22



Assemblymember Robert Rivas
District 30



Senator Nancy Skinner
District 9



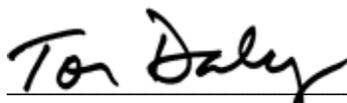
Assemblymember Christy Smith
District 38



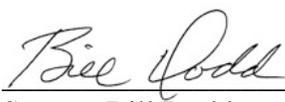
Assemblymember Mark Stone
District 29



Assemblymember Marc Berman
District 24



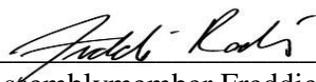
Assemblymember Tom Daly
District 69



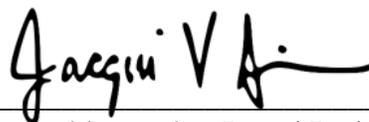
Senator Bill Dodd
District 3



Assemblymember Todd Gloria
District 78



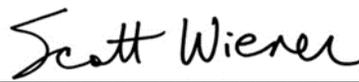
Assemblymember Freddie Rodriguez
District 52



Assemblymember Jacqui Irwin
District 44



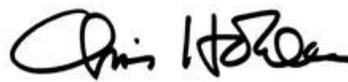
Assemblymember Bill Quirk
District 20



Senator Scott Wiener
District 11



Assemblymember Blanca Rubio
District 48



Assemblymember Chris Holden
District 41



Senator Patricia Bates
District 36



Assemblymember Jim Patterson
District 23



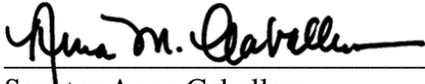
Assemblymember Ken Cooley
District 8

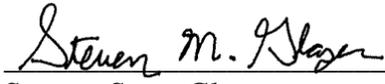


Assemblymember William Brough
District 73

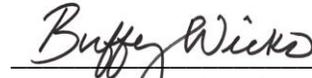

Assembleymember Sharon Quirk-Silva
District 65

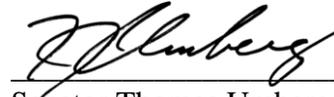

Assembleymember Lorena Gonzalez
District 80


Senator Anna Caballero
District 12


Senator Steve Glazer
District 7


Assembleymember Joaquin Arambula
District 31


Assembleymember Buffy Wicks
District 15


Senator Thomas Umberg
District 34

AMENDED IN SENATE MAY 19, 2020

AMENDED IN SENATE APRIL 17, 2020

SENATE BILL

No. 1373

Introduced by Senator Bates

(Principal coauthor: Assembly Member Brough)

February 21, 2020

~~An act to add Section 65569 to the Government Code, relating to public resources. An act to amend Section 541 of the Streets and Highways Code, relating to state highways.~~

LEGISLATIVE COUNSEL'S DIGEST

SB 1373, as amended, Bates. ~~Public resources: San Clemente: road construction. State highways: State Route 241: reduction.~~

Existing law establishes the state highway system throughout the state and designates State Route 241 from State Route 5 south of the City of San Clemente to State Route 91 in the City of Anaheim.

This bill would delete from the state highway system the portion of State Route 241 from State Route 5 south of the City of San Clemente to Oso Parkway east of the City of Mission Viejo.

~~Existing law vests the Department of Transportation with full possession and control of the state highway system and associated property. The Planning and Zoning Law requires each city, county, and city and county to prepare and adopt a general plan that contains certain mandatory elements, including a land use element and an open-space element.~~

~~This bill would prohibit certain governmental entities from constructing, funding, or operating, or from taking property to construct, fund, or operate, a new major thoroughfare in San Clemente in an area that is subject to a conservation easement or that is designated as open~~

space protected by a local initiative. The bill would provide that these provisions do not apply to the modification of major thoroughfares that exist in San Clemente on or before January 1, 2020.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Section 541 of the Streets and Highways Code is
2 amended to read:

3 541. Route 241 is from Route 5 south Oso Parkway east of
4 San Clemente the City of Mission Viejo to Route 91 in the City of
5 Anaheim.

6 SECTION 1. Section 65569 is added to the Government Code,
7 to read:

8 65569. (a) Notwithstanding any other law, a joint powers
9 agency acting pursuant to Section 66484.3 of the Government
10 Code, state agency, transportation joint powers authority, or
11 regional transportation agency, or a successor agency to any of
12 those entities, shall not construct, fund, or operate, nor take
13 property to construct, fund, or operate, a new major thoroughfare
14 in San Clemente in an area that is subject to a conservation
15 easement or is designated as open space protected by a local
16 initiative.

17 (b) This section shall not apply to the modification of major
18 thoroughfares that exist in San Clemente on or before January 1,
19 2020.

California Legislature

May 25th, 2020

The Honorable Gavin Newsom
California State Capitol
Sacramento, California 95814

RE: Extension of the July 2020 Implementation Date for the Vehicle Miles Travelled Regulations

Dear Governor Newsom:

We would like to thank you for your leadership and prompt and decisive action to protect our state from the COVID-19 pandemic. We applaud you for taking this threat seriously, and taking the necessary actions to prevent its rapid spread thereby reducing the impacts on our healthcare system, economy, and housing that are sure to come. It is in this spirit that we bring to your attention a regulation that we believe will dramatically impact the ability for many Californians, including millennials and communities of color in particular, to purchase a home – Vehicle Miles Travelled (VMT), and respectfully request the extension of the implementation date to July 1st, 2022.

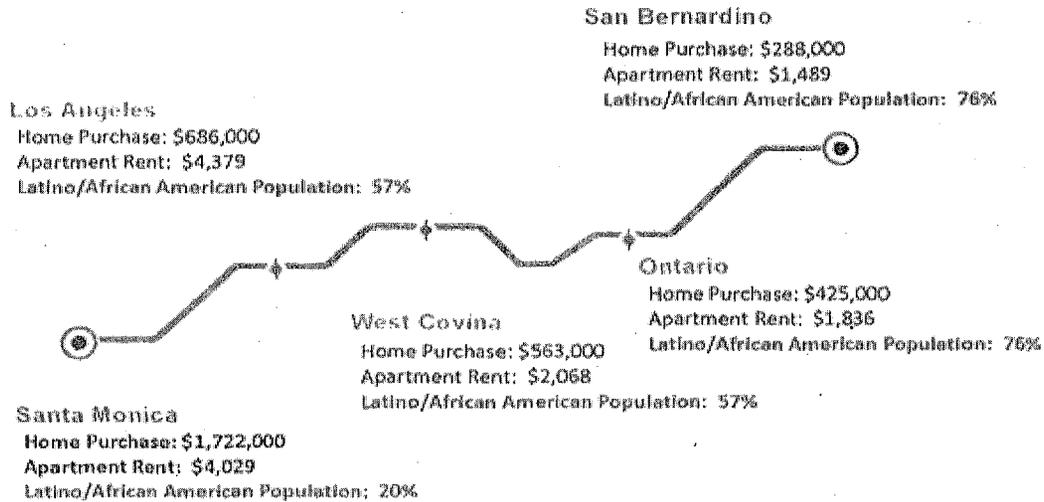
In December 2018, the California Natural Resources Agency adopted new regulations for the implementation of the California Environmental Quality Act (CEQA). The CEQA Guidelines contain many provisions that will increase the likelihood that housing projects will be subject to litigation and cost increases. Among them was the newly proposed impact known as VMT.

VMT requires residential project developers to quantify how many miles home buyers or renters drive to work, to the store, for recreation, and other purposes. This new impact is in addition to existing laws which require the quantification and mitigation of air quality impacts, including greenhouse gas emissions, from tail pipes. Accordingly, it will apply even once we convert to 100% zero emission vehicles.

The ideological approach of VMT is to get people to abandon their individual vehicles and utilize multimodal transit opportunities such as walking, biking, and using public transit. The regulation views road congestion as a good thing, since it slows down traffic and incentivizes individuals to use alternative forms of transit. Improvements like road widening is considered a negative impact on greenhouse gas reductions because it increases commuter speeds which the regulation assumes will encourage people to drive longer distances. The new regulation advocates that California go on a “road diet” and calls into question whether the voters understood this when they approved an increase in the gas tax.

The highest costs imposed by the VMT regulation is in areas farther away from job centers. This is where housing can be produced at the lowest cost, and is the primary source of housing for low and middle class Californians. However, measures to mitigate VMT, especially in rural areas, significantly drive up the costs of residential development. VMT also disproportionately impacts low- and middle-class Californians who are predominately communities of color. This point is illustrated in the graph below which shows that as people drive “until they qualify”, home prices drop by \$19,000 per mile as they move farther way from Santa Monica towards San Bernardino.

Figure I: Geography of Southern California Region's Housing Cost Crisis
Housing Costs increase \$19,000 per Mile
Median 2BR Apartment Rents Increase \$33 per month per mile
(77 Mile Commute Distance to Coast)



Communities of color depend on cars more than non-protected classes to get to their jobs which are often not at fixed locations served by transit (construction, farmworkers, janitors, etc.). The VMT regulation will increase, not decrease, the cost of housing and will have its greatest impacts on classes protected by the federal and state constitutions and a variety of federal and state laws prohibiting housing discrimination. Moreover, a \$1,000 increase in the cost of a home eliminates 8,870 households from the ability to afford a home and puts the American dream of homeownership – the primary method of establishing economic stability, community participation and economic growth – further out of reach for those struggling to afford a home today.

During the COVID-19 health crisis, which has already produced dramatic reductions in VMT, we believe that you should pause this regulation for cities and counties until a more equitable solution can be achieved. Therefore, we respectfully request that you extend the implementation of the VMT regulation for two years. Thank you again for your leadership during these challenging times, and know that we stand ready to assist you in our mutual effort to address the housing crisis in California.

Sincerely,

Anna Caballero
 Senator, 12th District

Frank Bigelow
 Assemblymember, 5th District



Andreas Borgeas
Senator, 8th District



Melissa Hurtado
Senator, 14th District



Richard Roth
Senator, 31st District



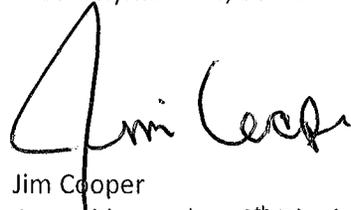
Susan Rubio
Senator, 22nd District



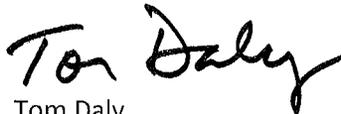
Scott Wilk
Senator, 21st District



Steven Choi
Assemblymember, 68th District



Jim Cooper
Assemblymember, 9th District



Tom Daly
Assemblymember, 69th District



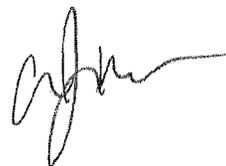
James Gallagher
Assemblymember, 3rd District



Mike Gipson
Assemblymember, 64th District



Adam Gray
Assemblymember, 21st District



Chad Mayes
Assemblymember, 42nd District



Jay Obernolte
Assemblymember, 33rd District



Patrick O'Donnell
Assemblymember, 70th District



Jim Patterson
Assemblymember, 23rd District



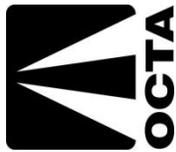
Sharon Quirk-Silva
Assemblymember, 65th District



Blanca Rubio
Assemblymember, 48th District



Rudy Salas
Assemblymember, 32nd District



Orange County Transportation Authority Legislative Matrix

2020 State Legislation Session
June 3, 2020

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
BILLS WITH POSITIONS			
AB 1402 (Petrie-Norris - D) Active Transportation Program	Requires the California Department of Transportation to award Active Transportation Program (ATP) funds to projects and small urban and rural region distribution categories and to adopt a program of projects for those distribution categories. Provides guidelines for use of funds.	INTRODUCED: 02/22/2019 LAST AMEND: 03/26/2019 LOCATION: Assembly Transportation Committee STATUS: 02/03/2020 Died pursuant to Art. IV, Sec. 10(c) of the Constitution 02/03/2020 From Committee: Filed with the Chief Clerk pursuant to Joint Rule 56.	SPONSOR Support: Orange County Business Council (OCBC) (Co-Sponsor)

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>AB 1568 (McCarty – D) Housing Law Compliance: State Grants</p>	<p>Requires the California Department of Housing and Community Development to review any action or failure to act by a city or county that it determines is inconsistent with an adopted housing element or a specified provision of the Housing Element Law. Prohibits a city or county found to be in violation of state law from applying for a state grant, unless the eligibility of the city or county to apply is constitutionally required or the state grant funds, if awarded to the city or county, would assist in compliance.</p>	<p>INTRODUCED: 02/22/2019 LAST AMEND: 04/11/2019 LOCATION: Assembly Appropriations Committee STATUS: 02/03/2020 Died pursuant to Art. IV, Sec. 10(c) of the Constitution 02/03/2020 From Committee: Filed with the Chief Clerk pursuant to Joint Rule 56.</p>	<p>OPPOSE Support: California Apartment Association (Co-Sponsor), California Association of Realtors (Co-Sponsor) Opposed: Bizfed, California State Association of Counties, Marin County Council of Mayors and Councilmembers</p>
<p>AB 2011 (Holden – D) West San Bernardino County Rail Construction Authority</p>	<p>Creates the West San Bernardino County Rail Construction Authority for purposes of awarding and overseeing all design and construction contracts for completion of an extension of the Metro Gold Line light rail project from the City of Montclair to the Ontario International Airport. Prescribes the powers and duties of the Authority.</p>	<p>INTRODUCED: 01/28/2020 LOCATION: Assembly Transportation Committee STATUS: 02/14/2020 To ASSEMBLY Committee on TRANSPORTATION.</p>	<p>OPPOSE Oppose: San Bernardino County Transportation Authority (SBCTA), Metrolink, Mobility 21, Riverside County Transportation Commission (RCTC)</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
ACA 13 (Obernolte – R) Local Sales Taxes: Online Sales	Provides that, for the purpose of distributing the revenues derived under a sales tax imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law, the retail sale of tangible personal property by a qualified retailer that is transacted online is instead consummated at the point of the delivery of that tangible personal property to the purchaser's address or to any other delivery address designated by the purchaser.	INTRODUCED: 03/26/2019 LOCATION: Assembly STATUS: 03/26/2019 INTRODUCED.	SUPPORT
SB 152 (Beall – D) Active Transportation Program	Requires that a percentage of available ATP funds be awarded to projects selected by metropolitan planning organizations (MPO) in urban areas with populations greater than a specified amount with the available funds distributed to each MPO based on its relative share of the population, a percentage to fund projects in small urban and rural regions, and a percentage to projects competitively awarded by the commission on a statewide basis.	INTRODUCED: 01/22/2019 LAST AMEND: 04/25/2019 LOCATION: Assembly STATUS: 02/03/2020 In SENATE. Returned to Secretary of Senate pursuant to Joint Rule 56.	SUPPORT Support: Metropolitan Transportation Commission (sponsor), RCTC Oppose (Partial List): California Bicycle Coalition, Walk Long Beach, PolicyLink

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>SB 526 (Allen – D) Regional Transportation Plans: Greenhouse Gas Emissions</p>	<p>Requires the California Air Resources Board (ARB) to adopt a regulation that requires an MPO to provide any data that the ARB determines is necessary to fulfill the requirements of a specified report and to determine if the MPO is on track to meet its greenhouse gas emission reduction target deadline. Establishes an interagency working group to develop and implement a State Mobility Action Plan for Healthy Communities.</p>	<p>INTRODUCED: 2/21/2019 LAST AMEND: 04/30/2019 LOCATION: Senate</p> <p>STATUS: 02/03/2020 In SENATE. Returned to Secretary of Senate pursuant to Joint Rule 56.</p>	<p>OPPOSE</p> <p>Support (Partial List): American Lung Association, ActiveSGV, California Bicycle Coalition, Coalition for Clean Air, Asthma Coalition of LA County</p> <p>Oppose: California Association of Councils of Governments (CALCOG)</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
SB 664 (Allen – D) Electronic Toll and Transit Fare Collection systems	<p>Provides that a transportation agency is not prohibited from using or providing personally identifiable information for purposes of operating and managing an electronic toll collection or electronic transit fare collection system, auditing, or performing billing, collection, account maintenance, account settlement, and enforcement activities. Requires a transportation agency to limit the personally identifiable information it provides to information relevant to assist in carrying out an intended function.</p>	<p>INTRODUCED: 02/22/2019 LAST AMEND: 9/10/2019 LOCATION: Assembly Privacy and Consumer Protection Committee STATUS: 09/10/2019 In ASSEMBLY. Suspend Assembly Rule 96. 09/10/2019 Re-referred to ASSEMBLY Committees on PRIVACY AND CONSUMER PROTECTION and JUDICIARY. 09/10/2019 From ASSEMBLY Committee on PRIVACY AND CONSUMER PROTECTION with author's amendments. 09/10/2019 In ASSEMBLY. Read second time and amended. Re-referred to ASSEMBLY Committee on PRIVACY AND CONSUMER PROTECTION.</p>	<p>SUPPORT</p> <p>Support (Partial List): California Transit Association, Transportation Corridor Agencies, Los Angeles County Metropolitan Transportation Authority, OCBC, RCTC, Bay Area Transportation Authority, Self-Help Counties Coalition</p> <p>Oppose (Partial List): American Civil Liberties Union of California, Consumer Attorneys of California (unless amended), Consumer Federation of California</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>SB 732 (Allen – D) South Coast Air Quality Management District</p>	<p>Authorizes the South Coast Air Quality Management District Board of Directors to impose a transactions and use tax within the boundaries of the agency.</p>	<p>INTRODUCED: 2/22/2019 LAST AMEND: 01/14/2020 LOCATION: Senate STATUS: 02/03/2020 In SENATE. Returned to Secretary of Senate pursuant to Joint Rule 56.</p>	<p>OPPOSE Support (Partial List): Coalition for Clean Air, Environmental Defense Fund, MoveLA Oppose (Partial List): San Bernardino County Transportation Authority, Orange County Taxpayers Association, California Business Roundtable</p>
<p>► SB 1363 (Allen – D) Comprehensive Strategy</p>	<p>Requires that MPOs meet Vehicle Miles Traveled (VMT) reduction targets in conjunction with SB 375's (Chapter 728, Statutes of 2008) greenhouse gas (GHG) emission reduction targets. The bill requires that MPOs meet GHG and VMT reduction targets in 2035, 2045, and 2050.</p>	<p>INTRODUCED: 2/21/2020 LOCATION: Senate Environmental Quality Committee STATUS: 05/12/2020 <i>In SENATE. 2nd & 3rd Committee referral withdrawn by rule.</i></p>	<p>OPPOSE UNLESS AMENDED Oppose: CALCOG</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
SB 1390 (Portantino – D) Montclair to Ontario Airport Construction Authority	Creates the Montclair to Ontario Airport Construction Authority for purposes of awarding and overseeing all design and construction contracts for completion of an extension of the Metro Gold light rail project from the city of Montclair to the Ontario International Airport. Prescribes the powers and duties of the construction authority. Requires the construction authority to be governed by a board consisting of 7 voting members and one nonvoting member.	INTRODUCED: 2/21/2020 LOCATION: Senate Transportation Committee STATUS: 03/12/2020 To SENATE Committee on TRANSPORTATION.	OPPOSE Oppose: SBCTA, Metrolink, Mobility 21, RCTC, CALCOG

BILLS BEING MONITORED

CA AB 145 **AUTHOR:** Frazier [D]
TITLE: High-Speed Rail Authority: Senate Confirmation
INTRODUCED: 12/13/2018
LOCATION: Senate
SUMMARY:
Provides that the members of the High-Speed Rail Authority appointed by the Governor are subject to appointment with the advice and consent of the Senate.
STATUS:
01/17/2020 In ASSEMBLY. Read third time. Passed ASSEMBLY. *****To SENATE. (72-0)
CATEGORY: Rail and Transit

CA AB 196 **AUTHOR:** Gonzalez [D]
TITLE: Workers' Compensation: Coronavirus
INTRODUCED: 01/10/2019
LAST AMEND: 05/05/2020
LOCATION: Senate Labor, Public Employment and Retirement Committee
SUMMARY:
Defines injury for certain employees who are employed in an occupation or industry deemed essential except as specified, or who are subsequently deemed essential, to include coronavirus disease that develops or manifests itself during a period of employment of those persons in the essential occupation or industry. Creates a conclusive presumption that the injury arose out of and in the course of the employment.
STATUS:
05/05/2020 From SENATE Committee on LABOR, PUBLIC EMPLOYMENT AND RETIREMENT with author's amendments.
05/05/2020 In SENATE. Read second time and amended. Re-referred to Committee on LABOR, PUBLIC EMPLOYMENT AND RETIREMENT.
CATEGORY: Labor and Employment

CA AB 313 **AUTHOR:** Frazier [D]
TITLE: Road Maintenance and Rehabilitation Account: Reports
INTRODUCED: 01/30/2019
LAST AMEND: 03/05/2019
LOCATION: *Senate Rules Committee*
SUMMARY:
Requires the University of California and the California State University, on or before a specified date of each year, to each submit a report to the Transportation Agency and specified legislative committees detailing its expenditures of those moneys for that fiscal year, including, but not limited to, research activities and administration.
STATUS:
05/29/2019 To SENATE Committee on RULES.
CATEGORY: Funding

CA AB 352	AUTHOR:	Garcia [D]
	TITLE:	Wildfire Prevention, Safe Drinking Water
	INTRODUCED:	02/04/2019
	LAST AMEND:	08/14/2019
	COMMITTEE:	Senate Environmental Quality Committee
	SUMMARY:	Enacts the Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$3,920,000,000 pursuant to the State General Obligation Bond Law to finance a wildlife prevention, safe drinking water, drought preparation, and flood protection program.
	STATUS:	
	08/14/2019	From SENATE Committee on ENVIRONMENTAL QUALITY with author's amendments.
	08/14/2019	In SENATE. Read second time and amended. Re-referred to Committee on ENVIRONMENTAL QUALITY.
	CATEGORY:	Environment

CA AB 422	AUTHOR:	Frazier [D]
	TITLE:	High-Speed Rail: Performance Measurement Dashboards
	INTRODUCED:	02/07/2019
	COMMITTEE:	Senate Transportation Committee
	SUMMARY:	Requires the High-speed Rail Authority, in consultation with the independent peer review group, to develop and update quarterly a set of summary performance measurement dashboards that show ongoing performance of the project and post on its internet website full sets of the summary performance measurement dashboards.
	STATUS:	
	05/08/2019	To SENATE Committee on TRANSPORTATION.
	CATEGORY:	Audits, Records, Reports, and Litigation

CA AB 839	AUTHOR:	Mullin [D]
	TITLE:	Climate Adaption: Strategy
	INTRODUCED:	02/20/2019
	LAST AMEND:	06/26/2019
	LOCATION:	Senate Appropriations Committee
	SUMMARY:	Requires the Secretary of the Natural Resources Agency to review the Safeguarding California Plan, the state's climate adaptation strategy, and develop a strategic resiliency framework. Requires updates to the plan to include a review of the progress made implementing past plans and an evaluation of each lead agency's lead adaptation efforts. Creates the Resiliency through Adaption, Economic Vitality, and Equity Account for funding climate adaptation projects.
	STATUS:	
	08/30/2019	In SENATE Committee on APPROPRIATIONS: Held in committee.
	CATEGORY:	Environment

CA AB 1046 **AUTHOR:** Ting [D]
TITLE: Air Quality Improvement Program: Clean Vehicles
INTRODUCED: 02/21/2019
LAST AMEND: 08/13/2019
LOCATION: Senate Appropriations Committee
SUMMARY:
Requires the State Air Resources Board to develop a plan to provide for the funding of the Clean Vehicle Rebate Project. Requires the state board to provide to the Director of Finance a rebate structure designed to support the deployment of 5,000,000 zero-emission vehicles in the state by December 2030.
STATUS:
08/30/2019 In SENATE Committee on APPROPRIATIONS: Held in committee.
CATEGORY: Environment

CA AB 1112 **AUTHOR:** Friedman [D]
TITLE: Shared Mobility Devices: Local Regulation
INTRODUCED: 02/21/2019
LAST AMEND: 06/19/2019
LOCATION: Senate Transportation Committee
SUMMARY:
Defines a shared mobility device as a bicycle, electric bicycle, motorized scooter, electrically motorized board, or other similar personal transportation device, that is made available to the public for shared use and transportation. Requires shared mobility devices to include a single unique alphanumeric ID. Prohibits the sharing of individual trip data, except as provided by the Electronic Communications Privacy Act.
STATUS:
06/19/2019 From SENATE Committee on TRANSPORTATION with author's amendments.
06/19/2019 In SENATE. Read second time and amended. Re-referred to Committee on TRANSPORTATION.
CATEGORY: Active Transportation

CA AB 1142 **AUTHOR:** Friedman [D]
TITLE: Regional Transportation Plans: Transportation Network
INTRODUCED: 02/21/2019
LAST AMEND: 08/12/2019
LOCATION: Senate Appropriations Committee
SUMMARY:
Authorizes the inclusion of an indicator regarding measures of policies to increase use of existing transit in regional transportation plans. Requires, in a specified commission rulemaking relating to TNCs, any decision that the commission issues regarding data sharing to reflect the needs of governmental entities, including metropolitan planning organizations, state and local transportation agencies, and the State Air Resources Board for analyzing and planning for the impacts of TNCs.
STATUS:
08/30/2019 In SENATE Committee on APPROPRIATIONS: Held in committee.
CATEGORY: Miscellaneous

CA AB 1226	AUTHOR:	Holden [D]
	TITLE:	State Highways: Property Leases: Assessment
	INTRODUCED:	02/21/2019
	LAST AMEND:	06/12/2019
	LOCATION:	Senate Appropriations Committee
	SUMMARY:	Requires the Department of Transportation to assess the feasibility of constructing facilities above highways built below grade in urban areas that would be made available and leased to a city, county, or other political subdivision or another state agency for affordable housing, transitional housing, emergency shelter, feeding program, or wraparound services purposes, or any combination of thereof.
	STATUS:	
	08/30/2019	In SENATE Committee on APPROPRIATIONS: Held in committee.
	CATEGORY:	Planning

CA AB 1286	AUTHOR:	Muratsuchi [D]
	TITLE:	Shared Mobility Devices: Agreements
	INTRODUCED:	02/21/2019
	LAST AMEND:	06/06/2019
	LOCATION:	Senate Judiciary Committee
	SUMMARY:	Requires a shared mobility service provider to enter into an agreement with, or obtain a permit from, the city or county with jurisdiction over the area of use. Requires the provider to maintain a specified amount of commercial general liability insurance. Prohibits the provider from including specified provisions in a user agreement before distributing a shared mobility device within that jurisdiction. Defines shared mobility device.
	STATUS:	
	06/25/2019	In SENATE Committee on JUDICIARY: Not heard.
	CATEGORY:	Public Works

▶ CA AB 1350	AUTHOR:	Gonzalez [D]
	TITLE:	Free Youth Transit Passes: State Funding
	INTRODUCED:	02/22/2019
	LAST AMEND:	01/15/2020
	LOCATION:	Senate
	SUMMARY:	Requires transit agencies to offer free youth transit passes to persons under a certain age in order to be eligible for state funding under the Mills Deddeh Transit Development Act, the State Transit Assistance Program, or the Low Carbon Transit Operations Program. Requires a free youth transit pass to count as a full price fare for purposes of calculating the ratio of fare revenues to operating costs.
	STATUS:	
	01/27/2020	In ASSEMBLY. Read third time. Passed ASSEMBLY. *****To SENATE. (75-0)
	CATEGORY:	Rail and Transit

CA AB 1457	AUTHOR:	Gomez Reyes [D]
	TITLE:	Omnitrans Transit District
	INTRODUCED:	02/22/2019
	LAST AMEND:	05/24/2019
	LOCATION:	Senate Governance and Finance Committee
	SUMMARY:	Creates Omnitrans Transit District in the County of San Bernardino. Provides that the jurisdiction of the district would initially include the Cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa and specified portions of the unincorporated areas of the County of San Bernardino.
	STATUS:	
	06/25/2019	From SENATE Committee on TRANSPORTATION: Do pass to Committee on GOVERNANCE AND FINANCE. (11-0)
	CATEGORY:	Rail and Transit

CA AB 1580	AUTHOR:	Levine [D]
	TITLE:	Major Infrastructure Construction Projects
	INTRODUCED:	02/22/2019
	LAST AMEND:	07/01/2019
	LOCATION:	Senate Appropriations Committee
	SUMMARY:	Requires a state agency undertaking a publicly funded transportation infrastructure construction project that is estimated to cost a specified amount or more to form an oversight committee, as provided, and to develop and use risk management plans throughout the course of the project, and to take specified actions relating to managing risks.
	STATUS:	
	08/30/2019	In SENATE Committee on APPROPRIATIONS: Held in committee.
	CATEGORY:	Audits, Records, Reports, and Litigation

CA AB 1770	AUTHOR:	Frazier [D]
	TITLE:	Tire Recycling Program: Rubberized Pavement
	INTRODUCED:	02/22/2019
	LOCATION:	Senate Environmental Quality Committee
	SUMMARY:	Extends the operation of the Rubberized Pavement Market Development Act to June 30, 2024.
	STATUS:	
	06/06/2019	To SENATE Committee on ENVIRONMENTAL QUALITY.
	CATEGORY:	Environment

CA AB 1839	AUTHOR:	Bonta [D]
	TITLE:	Climate Change: California Green New Deal Task Force
	INTRODUCED:	01/06/2020
	LAST AMEND:	05/04/2020
	LOCATION:	Assembly Natural Resources Committee
	SUMMARY:	Enacts the California Green New Deal. Makes a series of legislative findings and declarations, including an enumeration of specified rights that all residents of the state have. States that the Legislature establishes specified goals that would improve the quality of many aspects of life for residents of the state. Creates the California Green New Deal Task Force to pursue strategies to fulfill the California Green New Deal.
	STATUS:	
	05/04/2020	From ASSEMBLY Committee on NATURAL RESOURCES with author's amendments.
	05/04/2020	In ASSEMBLY. Read second time and amended. Re-referred to Committee on NATURAL RESOURCES.
	CATEGORY:	Environment

▶ CA AB 1845	AUTHOR:	Rivas, L [D]
	TITLE:	Homelessness: Office to End Homelessness
	INTRODUCED:	01/06/2020
	LAST AMEND:	06/04/2020
	LOCATION:	Assembly Second Reading File
	SUMMARY:	Creates, within the Governor's office, the Governor's Office to End Homelessness, which would be administered by the Secretary on Housing Insecurity and Homelessness appointed by the Governor; requires that the office serve the Governor as the lead entity for ending homelessness in California and tasks the office with coordinating the various federal, state, and local departments and agencies that provide housing and services to individuals experiencing homelessness.
	STATUS:	<i>In ASSEMBLY. Read second time and amended. To second reading.</i>
	06/04/2020	
	CATEGORY:	Homelessness

CA AB 1848	AUTHOR:	Lackey [R]
	TITLE:	High-Speed Rail: Metrolink Commuter Rail System
	INTRODUCED:	01/06/2020
	LOCATION:	Assembly Transportation Committee
	SUMMARY:	Appropriates a specified amount of revenues from the Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century to the Southern California Regional Rail Authority to fund improvements to the Metrolink commuter rail system; requires those improvements to support blended operation with high-speed trainsets upon completion of specified phases of the high-speed rail system.
	STATUS:	
	01/17/2020	To ASSEMBLY Committee on TRANSPORTATION.
	CATEGORY:	Rail and Transit

CA AB 1908	AUTHOR:	Chen [R]
	TITLE:	Transportation: Homeless Encampment and Litter Program
	INTRODUCED:	01/08/2020
	LOCATION:	Assembly Transportation Committee
	SUMMARY:	Requires the Department of Transportation, within its maintenance program, to establish a Homeless Encampment and Litter Program to provide timely abatement and cleanup of homeless encampments on Department property and expedited and coordinated access to housing and supportive services. Requires the Department to coordinate with homeless service provider agencies and to establish homeless adult and family multidisciplinary personnel teams.
	STATUS:	
	02/27/2020	To ASSEMBLY Committees on TRANSPORTATION and HUMAN SERVICES.
	CATEGORY:	Homelessness

CA AB 1934	AUTHOR:	Voepel [R]
	TITLE:	Planning and Zoning: Affordable Housing
	INTRODUCED:	01/15/2020
	LOCATION:	Assembly Housing and Community Development Committee
	SUMMARY:	Authorizes a development proponent to submit an application for a development to be subject to a streamlined, ministerial approval process provided that development meet specified objective planning standards, including that the development provide housing for persons and families of low or moderate income.
	STATUS:	
	01/23/2020	To ASSEMBLY Committees on HOUSING AND COMMUNITY DEVELOPMENT and LOCAL GOVERNMENT.
	CATEGORY:	Planning

CA AB 1939	AUTHOR:	Gonzalez [D]
	TITLE:	Pedicabs: Electric Bicycles
	INTRODUCED:	01/16/2020
	LAST AMEND:	03/12/2020
	LOCATION:	Assembly Transportation Committee
	SUMMARY:	Expands the definition of a pedicab to include electric bicycles. Expands the definition of a bicycle to include electric bicycles.
	STATUS:	
	03/12/2020	From ASSEMBLY Committee on TRANSPORTATION with author's amendments.
	03/12/2020	In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.
	CATEGORY:	Active Transportation

CA AB 1964	AUTHOR:	Frazier [D]
	TITLE:	Autonomous Vehicles
	INTRODUCED:	01/21/2020
	LOCATION:	Assembly Transportation Committee
	SUMMARY:	Expands the definition of the term autonomous vehicle to also include a remotely operated vehicle, defined as a specified type of vehicle that is capable of being operated by a driver or operator that is not inside of the vehicle. Specifies that a vehicle is not an autonomous vehicle if it is equipped with a collision avoidance system that is not capable of driving the vehicle without the active control or monitoring of a human operator that is seated in the vehicle.
	STATUS:	
	01/30/2020	To ASSEMBLY Committees on TRANSPORTATION and COMMUNICATIONS AND CONVEYANCE.
	CATEGORY:	Miscellaneous

CA AB 1991	AUTHOR:	Friedman [D]
	TITLE:	Transit and Intercity Rail Capital Program: Tramway
	INTRODUCED:	01/27/2020
	LOCATION:	Assembly Transportation Committee
	SUMMARY:	Expands the purpose of the Transit and Intercity Rail Capital Program to authorize funding for passenger tramway transit systems.
	STATUS:	
	02/06/2020	To ASSEMBLY Committees on TRANSPORTATION and NATURAL RESOURCES.
	CATEGORY:	Rail and Transit

CA AB 1992	AUTHOR:	Friedman [D]
	TITLE:	Transportation: Asset Management Plan: Infrastructure
	INTRODUCED:	01/27/2020
	LAST AMEND:	03/11/2020
	LOCATION:	Assembly Transportation Committee
	SUMMARY:	States the intent of the Legislature to enact legislation that would establish a new program to fund climate change adaptation planning for transportation impacts, data collection, modeling, and training. Requires updates to the State Transportation Plan to include a forecast of the impacts of climate change on transportation infrastructure.
	STATUS:	
	03/11/2020	From ASSEMBLY Committee on TRANSPORTATION with author's amendments.
	03/11/2020	In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.
	CATEGORY:	Planning

CA AB 2012	AUTHOR:	Chu [D]
	TITLE:	Free Senior Transit Passes: Eligibility for Funding
	INTRODUCED:	01/28/2020
	LOCATION:	Assembly Transportation Committee
	SUMMARY:	Requires transit agencies to offer free senior transit passes to persons over a certain age in order to be eligible for state funding under the Mills Deddeh Transit Development Act, the State Transit Assistance Program, and the Low Carbon Transit Operations Program. Requires those free senior transit passes to count as full price fares for purposes of calculating the ratio of fare revenues to operating costs.
	STATUS:	
	02/14/2020	To ASSEMBLY Committee on TRANSPORTATION.
	CATEGORY:	Rail and Transit

▶ CA AB 2028	AUTHOR:	Aguiar-Curry [D]
	TITLE:	State Agencies: Meetings
	INTRODUCED:	01/30/2020
	LOCATION:	<i>Assembly Second Reading File</i>
	SUMMARY:	Requires that the notice of meeting of a state body, except for closed sessions, include all writings or materials provided for the noticed meeting to a member of the state body by staff of a state agency, board, or commission, or another member of the state body, that are in connection with a matter subject to discussion or consideration at the meeting. Requires these writings and materials to be made available on the internet at least 10 days in advance of the meeting.
	STATUS:	
	06/04/2020	<i>In ASSEMBLY. Read second time and amended. To second reading.</i>
	CATEGORY:	Miscellaneous

CA AB 2057	AUTHOR:	Chiu D]
	TITLE:	San Francisco Bay Area: Public Transportation
	INTRODUCED:	02/03/2020
	LAST AMEND:	05/04/2020
	LOCATION:	Assembly Transportation Committee
	SUMMARY:	Establishes Bay Area Seamless Transit Task Force to recommend reforms that should be enacted in future legislation to maximize the effectiveness of the public transit system in the San Francisco Bay area. Requires the Metropolitan Transportation Commission to create certain discount programs and to implement an accumulator pass. Requires the development of a standardized regional transit mapping and wayfinding system. Requires the adoption of targets for increasing the travel mode share of public transit.
	STATUS:	
	05/04/2020	From ASSEMBLY Committee on TRANSPORTATION with author's amendments.
	05/04/2020	In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.
	CATEGORY:	Rail and Transit

CA AB 2062	AUTHOR:	Boerner Horvath [D]
	TITLE:	San Diego Association of Governments: LOSSAN Rail
	INTRODUCED:	02/04/2020
	LAST AMEND:	05/04/2020
	LOCATION:	Assembly Transportation Committee
	SUMMARY:	Appropriates funds from the General Fund to the San Diego Association of Governments to conduct a study of higher speed and safety alternatives for the LOSSAN Rail Corridor in the County of San Diego. Requires the San Diego Association of Governments to conduct the study, <i>as specified</i> , and requires the San Diego Association of Governments to submit a report to specified committees of the Legislature summarizing the results of the study.
	STATUS:	
	05/04/2020	From ASSEMBLY Committee on TRANSPORTATION with author's amendments.
	05/04/2020	In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.
	CATEGORY:	Rail and Transit

CA AB 2089	AUTHOR:	Rivas [D]
	TITLE:	Environmental and Justice Empowerment Outreach Program
	INTRODUCED:	02/05/2020
	LAST AMEND:	03/09/2020
	LOCATION:	Assembly Natural Resources Committee
	SUMMARY:	Establishes the Environmental and Justice Empowerment Outreach Pilot Program, and would have the program be administered by the Strategic Growth Council as a grant pilot program for eligible community-based organizations to provide a comprehensive suite of coordinated incentives and services to disadvantaged communities at the resident household level to provide economic savings, reduce greenhouse gas emissions, and improve resiliency to the impacts of climate change.
	STATUS:	
	03/09/2020	To ASSEMBLY Committee on NATURAL RESOURCES. From ASSEMBLY Committee on NATURAL RESOURCES with author's amendments.
	03/09/2020	In ASSEMBLY. Read second time and amended. Re-referred to Committee on NATURAL RESOURCES.
	CATEGORY:	Environment

CA AB 2093	AUTHOR:	Gloria [D]
	TITLE:	Public Records: Writing Transmitted by Electronic Mail
	INTRODUCED:	02/05/2020
	LOCATION:	Assembly Appropriations Committee
	SUMMARY:	Requires a public agency, for purposes of the California Public Records Act, to retain and preserve for at least 2 years every public record that is transmitted by electronic mail, unless a longer retention period is required by statute or regulation.
	STATUS:	
	03/10/2020	From ASSEMBLY Committee on JUDICIARY: Do pass to Committee on APPROPRIATIONS. (10-1)
	CATEGORY:	Miscellaneous

CA AB 2121	AUTHOR:	Friedman [D]
	TITLE:	Traffic Safety
	INTRODUCED:	02/06/2020
	LOCATION:	Assembly Transportation Committee
	SUMMARY:	Requires, beginning of a specified date, and every 6 months thereafter, the Department of Transportation (Caltrans) to convene a committee of external design experts to advise on revisions to the Highway Design Manual. Requires the California Traffic Safety Program to include a traffic safety monitoring program that identifies and addresses locations with pedestrian- and bicyclist-related crashes, upon appropriation of state funds for this purpose.
	STATUS:	
	02/20/2020	To ASSEMBLY Committee on TRANSPORTATION.
	CATEGORY:	Miscellaneous

CA AB 2148	AUTHOR:	Quirk [D]
	TITLE:	Climate Change: Adaptation: Planning Groups and Plans
	INTRODUCED:	02/10/2020
	LAST AMEND:	03/05/2020
	LOCATION:	Assembly Natural Resources Committee
	SUMMARY:	Requires the Strategic Growth Council to establish guidelines for the formation of regional climate adaptation planning groups and to develop criteria for the development of regional climate adaptation plans.
	STATUS:	
	03/05/2020	To ASSEMBLY Committee on NATURAL RESOURCES.
	03/05/2020	From ASSEMBLY Committee on NATURAL RESOURCES with author's amendments.
	03/05/2020	In ASSEMBLY. Read second time and amended. Re-referred to Committee on NATURAL RESOURCES.
	CATEGORY:	Planning

▶ CA AB 2151	AUTHOR:	Gallagher [R]
	TITLE:	Political Reform Act: Online Filing Disclosure
	INTRODUCED:	02/10/2020
	LOCATION:	Assembly Appropriations Committee
	SUMMARY:	Requires a local government agency to post on its internet website, within seventy two hours of the applicable filing deadline, a copy of any specified statement, report, or other document filed with that agency in paper format.
	STATUS:	
	06/03/2020	<i>In ASSEMBLY. Read second time. To Consent Calendar. .</i>
	CATEGORY:	Miscellaneous

CA AB 2155 **AUTHOR:** Obernolte [R]
TITLE: Public Officers: Contract: Prohibited Interests
INTRODUCED: 02/10/2020
LOCATION: Assembly Judiciary Committee
SUMMARY:
Amends existing law that prohibits members of the Legislature, and state and city officers or employees, from being financially interested in any contract made by them in their official capacity, and that a contract made in violation of these provisions may be avoided by any party. Defines party, for these purposes, as a state taxpayer.
STATUS:
04/27/2020 To ASSEMBLY Committee on JUDICIARY.
CATEGORY: Miscellaneous

▶ CA AB 2172 **AUTHOR:** Petrie-Norris [D]
TITLE: State Highways: Route 133: Relinquishment
INTRODUCED: 02/11/2020
LOCATION: *Assembly Consent Calendar- First Legislative Day*
SUMMARY:
Authorizes the State Transportation Commission to relinquish to the City of Laguna Beach a specified portion of Route 133 if the Department of Transportation and the city enter into an agreement providing for that relinquishment.
STATUS:
06/03/2020 *In ASSEMBLY. Read second time. To Consent Calendar.*
CATEGORY: Planning

CA AB 2176 **AUTHOR:** Holden [D]
TITLE: Free Student Transit Passes: State Funding Eligibility
INTRODUCED: 02/11/2020
LOCATION: Assembly Transportation Committee
SUMMARY:
Requires transit agencies to offer free student transit passes to persons attending the California Community Colleges, the California State University, or the University of California in order to be eligible for state funding under the Mills Alquist Deddeh Act, the State Transit Assistance Program, or the Low Carbon Transit Operations Program.
STATUS:
02/27/2020 To ASSEMBLY Committees on TRANSPORTATION and
HIGHER EDUCATION.
CATEGORY: Rail and Transit

CA AB 2186 **AUTHOR:** Grayson [D]
TITLE: Public Contracting: Contractor Retention Withholding
INTRODUCED: 02/11/2020
LOCATION: Assembly Local Government Committee
SUMMARY:
Eliminates specified limitations on a local agency's authority to prescribe payments on public contracts. The bill, however, prohibits the local agency from withholding more than 5% of the contract price for contracts for the creation, construction, alteration, repair, or improvement of any public structure, building, road, or other improvement of any kind that will exceed \$5,000 in total costs.
STATUS:
02/20/2020 To ASSEMBLY Committee on LOCAL GOVERNMENT.
CATEGORY: Miscellaneous

▶ CA AB 2194	AUTHOR:	Kiley [R]
	TITLE:	United States Senate Vacancy
	INTRODUCED:	02/11/2020
	LAST AMEND:	05/04/2020
	LOCATION:	<i>Assembly Elections and Redistricting Committee</i>
	SUMMARY:	Requires that a vacancy in the office of United States Senator be filled in the same manner as a vacancy in a congressional representative or state legislative office.
	STATUS:	
	05/08/2020	<i>In ASSEMBLY. Suspend Assembly Rule 96.</i>
	05/08/2020	<i>Re-referred to ASSEMBLY Committee on ELECTIONS AND REDISTRICTING.</i>
	CATEGORY:	Miscellaneous

▶ CA AB 2231	AUTHOR:	Kalra [D]
	TITLE:	<i>Public Works</i>
	INTRODUCED:	02/13/2020
	LAST AMEND:	05/06/2020
	LOCATION:	<i>Assembly Third Reading File</i>
	SUMMARY:	<i>Provides that a public subsidy is de minimis if it is less than a specified amount and percentage of total project cost. Specifies that these provisions do not apply to a project that was advertised for bid, or a contract that was awarded, before a specified date.</i>
	STATUS:	
	06/03/2020	<i>In ASSEMBLY. Read second time. To third reading.</i>
	CATEGORY:	Labor and Employment

CA AB 2249	AUTHOR:	Mathis [R]
	TITLE:	High-Speed Rail: Legislative Oversight
	INTRODUCED:	02/13/2020
	LOCATION:	Assembly
	SUMMARY:	Creates the Joint Legislative Committee on High-Speed Rail Oversight consisting of 3 Members of the Senate and 3 Members of the Assembly and requires the committee to ascertain facts, review documents, and take action thereon, and make recommendations to the Legislature concerning the state's programs, policies, and investments related to high-speed rail.
	STATUS:	
	02/13/2020	INTRODUCED.
	CATEGORY:	Rail and Transit

CA AB 2262	AUTHOR:	Berman [D]
	TITLE:	Greenhouse Gases: Zero Emission Readiness Plans
	INTRODUCED:	02/14/2020
	LAST AMEND:	05/04/2020
	LOCATION:	Assembly Transportation Committee
	SUMMARY:	Requires the assessment prepared by the State Energy Resources Conservation and Development Commission to consider the different electric vehicle charging infrastructure needs of metropolitan planning areas. Requires each metropolitan transportation organization to submit to the Commission a zero emission readiness plan.
	STATUS:	
	05/04/2020	From ASSEMBLY Committee on TRANSPORTATION with author's amendments.
	05/04/2020	In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.
	CATEGORY:	Environment

CA AB 2269	AUTHOR:	Chau [D]
	TITLE:	Personal Rights: Automated Decision Systems
	INTRODUCED:	02/14/2020
	LOCATION:	Assembly Privacy and Consumer Protection Committee
	SUMMARY:	Enacts the Automated Decision Systems Accountability Act of 2020. Requires a business in California that provides a person with a program or device that uses an automated decision system (ADS) to take affirmative steps to ensure that there are processes in place to continually test for biases during the development and usage of the ADS, and conduct an ADS impact assessment on its program or device to determine whether the ADS has a disproportionate adverse impact on a protected class.
	STATUS:	
	04/27/2020	To ASSEMBLY Committee on PRIVACY AND CONSUMER PROTECTION.
	CATEGORY:	Information Systems

CA AB 2284	AUTHOR:	Calderon [D]
	TITLE:	Local Agency Public Construction Act: Change Orders
	INTRODUCED:	02/14/2020
	LAST AMEND:	05/04/2020
	LOCATION:	Assembly Local Government Committee
	SUMMARY:	Relates to contracting by counties for county highways and county bridges and subways, and contracting by county waterworks districts. Requires that the existing caps on the extra cost of any change order be adjusted annually to reflect the percentage change in the California Consumer Price Index. Modifies the cap applicable to contracts.
	STATUS:	
	05/04/2020	From ASSEMBLY Committee on LOCAL GOVERNMENT with author's amendments.
	05/04/2020	In ASSEMBLY. Read second time and amended. Re-referred to Committee on LOCAL GOVERNMENT.
	CATEGORY:	Labor and Employment

▶ CA AB 2285	AUTHOR:	Assembly Transportation Committee
	TITLE:	Transportation
	INTRODUCED:	02/14/2020
	LAST AMEND:	05/04/2020
	LOCATION:	Assembly Second Reading File
	SUMMARY:	<i>Relates to transportation financing. Extends a requirement that a certain percent of funding from the state Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program be made available for projects involving development of zero and near zero emission truck technology. Appropriates the interest earnings in the Road Maintenance and Rehabilitation Account for the State Highway Operation and Protection Program. Modifies certain traffic regulations.</i>
	STATUS:	
	06/04/2020	In ASSEMBLY. Read second time. To third reading.
	CATEGORY:	Miscellaneous

CA AB 2307	AUTHOR:	Bonta [D]
	TITLE:	Public Employment: Labor Relations: Release Time
	INTRODUCED:	02/14/2020
	LOCATION:	Assembly Public Employment and Retirement Committee
	SUMMARY:	Relates to specified labor laws that require public entities to grant employee representatives of employee organizations reasonable time off without loss of compensation in connection with labor relations. Prescribes requirements relating to release time that would apply to all of the public employers and employees subject to those laws.
	STATUS:	
	02/24/2020	To ASSEMBLY Committee on PUBLIC EMPLOYMENT AND RETIREMENT.
	CATEGORY:	Labor and Employment

CA AB 2310	AUTHOR:	Daly [D]
	TITLE:	Road Maintenance and Rehabilitation Account
	INTRODUCED:	02/14/2020
	LOCATION:	Assembly Transportation Committee
	SUMMARY:	Continuously appropriates interest earnings derived from revenues deposited in the Road Maintenance and Rehabilitation Account to the Department of Transportation for maintenance of the state highway system or for purposes of the State Highway Operation and Protection Program.
	STATUS:	
	02/24/2020	To ASSEMBLY Committee on TRANSPORTATION.
	CATEGORY:	Miscellaneous

CA AB 2320	AUTHOR:	Chau [D]
	TITLE:	Personal Information: Contractors: Cyber Insurance
	INTRODUCED:	02/14/2020
	LOCATION:	Assembly Privacy and Consumer Protection Committee
	SUMMARY:	Requires a contract with a contractor doing business with a state agency to require that the contractor maintain cyber insurance if the contractor receives or has access to records containing personal information protected under the Information Practices Act.
	STATUS:	
	05/05/2020	In ASSEMBLY Committee on PRIVACY AND CONSUMER PROTECTION: Failed passage.
	CATEGORY:	Miscellaneous

▶ CA AB 2323	AUTHOR:	Friedman [D]
	TITLE:	California Environmental Quality Act: Exemptions
	INTRODUCED:	02/14/2020
	LAST AMEND:	06/04/2020
	LOCATION:	Assembly Second Reading File
	SUMMARY:	Allows a project located on a site that is included in lists regarding the presence of hazardous substances compiled by specified state agencies to be exempt from certain requirements of the Environmental Quality Act if the Department of Toxic Substances Control has cleared the site for the proposed land use. Establishes requirements for certain developments to be exempt from certain requirements of the act.
	STATUS:	
	06/04/20	<i>In ASSEMBLY. Read second time and amended. To second reading.</i>
	CATEGORY:	Environment

CA AB 2337	AUTHOR:	Bloom [D]
	TITLE:	Parking Enforcement: Video Images: Los Angeles County
	INTRODUCED:	02/14/2020
	LOCATION:	Assembly Transportation Committee
	SUMMARY:	Extends parking enforcement provisions concerning transit only traffic lanes in the Bay Area to the Los Angeles County Metropolitan Transportation Authority. Authorizes the authority to install automated forward facing parking control devices on Authority owned public transit vehicles. Authorizes the Authority to issue parking citations for any parking violation collected by those devices.
	STATUS:	
	02/24/2020	To ASSEMBLY Committees on TRANSPORTATION and PRIVACY AND CONSUMER PROTECTION.
	CATEGORY:	Rail and Transit

▶ CA AB 2345 **AUTHOR:** Gonzalez [D]
TITLE: Planning Zoning: Density Bonuses: Affordable Housing
INTRODUCED: 02/18/2020
LAST AMEND: 05/22/2020
LOCATION: Assembly Second Reading File
SUMMARY:
Amends the Planning and Zoning Law. Requires the annual report of the planning agency of a city or county to include specified information regarding density bonuses granted in accordance with specified law. Provides for a city, county, or city and county that has adopted an ordinance pursuant to the Density Bonus Law.
STATUS:
06/04/2020 In ASSEMBLY. Read Second time. To third reading.
CATEGORY: Miscellaneous

CA AB 2355 **AUTHOR:** Bonta [D]
TITLE: Employment Discrimination: Medical Cannabis
INTRODUCED: 02/18/2020
LOCATION: Assembly Labor and Employment Committee
SUMMARY:
Makes it an unlawful employment practice for an employer or other entity to refuse to hire or employ a person, to refuse to select a person for a training program leading to employment, to bar or to discharge a person from employment or from a training program leading to employment, or to discriminate against an employee, because of the employee's status as a qualified patient, or as a person with an identification card, for purposes of medical cannabis, subject to certain exceptions.
STATUS:
03/02/2020 To ASSEMBLY Committees on LABOR AND EMPLOYMENT and JUDICIARY.
CATEGORY: Labor and Employment

▶ CA AB 2371 **AUTHOR:** Friedman [D]
TITLE: Climate Change: Strategic Growth Council
INTRODUCED: 02/18/2020
LAST AMEND: 06/04/2020
LOCATION: Assembly Second Reading File
SUMMARY:
Requires the Strategic Growth Council to convene a science advisory team of distinguished scientists to advise on climate planning and adaptation efforts in the state and to review and make recommendations *to improve climate adaptation and hazard mitigation planning, including the Safeguard California Plan.*
STATUS:
06/04/2020 In ASSEMBLY. Read second time and amended. To second reading.
CATEGORY: Planning

▶ CA AB 2405	AUTHOR:	Burke [D]
	TITLE:	Housing: Children and Families
	INTRODUCED:	02/18/2020
	LAST AMEND:	06/06/2020
	LOCATION:	Assembly Second Reading File
	SUMMARY:	Declares that it is the policy of the state that every child and family has the right to safe, decent, and affordable housing. Requires agencies to consider that state policy when revising, adopting, or establishing policies, regulations, and grant criteria pertinent to advancing the guidelines of the Housing First policy.
	STATUS:	06/04/2020 In ASSEMBLY. Read second time and amended. To second reading.
	CATEGORY:	Miscellaneous

CA AB 2428	AUTHOR:	Fong [R]
	TITLE:	Emergency Services: Disaster Preparedness
	INTRODUCED:	02/19/2020
	LOCATION:	Assembly Governmental Organization Committee
	SUMMARY:	Requires the Office of Emergency Services to work with representatives from the access and functional needs population when updating the State Emergency Plan. Requires the Office to develop and post on its internet website a guidance document regarding best practices for, and the lessons learned regarding, emergency and natural preparedness, for use by local governments.
	STATUS:	02/24/2020 To ASSEMBLY Committee on GOVERNMENTAL ORGANIZATION.
	CATEGORY:	Planning

CA AB 2452	AUTHOR:	Garcia [D]
	TITLE:	State Auditor: Audits: High Risk Local Government
	INTRODUCED:	02/19/2020
	LOCATION:	Assembly Accountability and Administrative Review Committee
	SUMMARY:	Authorizes the State Auditor to include in the high risk local government agency audit program any local agency or district association that the State Auditor identifies as being at high risk for the potential of waste, fraud, abuse, or mismanagement or that has major challenges associated with its economy, efficiency, or effectiveness.
	STATUS:	02/27/2020 To ASSEMBLY Committee on ACCOUNTABILITY AND ADMINISTRATIVE REVIEW.
	CATEGORY:	Audits, Reports, and Records

CA AB 2455 **AUTHOR:** Medina [D]
TITLE: Natural Gas and Electric Battery Vehicles: Weight
INTRODUCED: 02/19/2020
LOCATION: Assembly Transportation Committee
SUMMARY:
 Authorizes a natural gas vehicle or electric battery vehicle to exceed the weight limits on the power unit. Allows a certain weight limit for a natural gas vehicle or electric battery vehicle.
STATUS:
 03/02/2020 To ASSEMBLY Committee on TRANSPORTATION.
CATEGORY: Miscellaneous

▶ CA AB 2473 **AUTHOR:** Cooper [D]
TITLE: Public Investment Funds
INTRODUCED: 02/19/2020
LAST AMEND: 06/03/2020
LOCATION: Assembly Second Reading File
SUMMARY:
 Exempts from disclosure under California Public Records Act specified records regarding an internally managed private loan made directly by a public investment fund, including quarterly and annual financial statements of the borrower or its constituent owners, unless the information has already been publicly released by the keeper of the information.
STATUS:
 06/04/2020 *In ASSEMBLY. Read second time. To third reading.*
CATEGORY: Audits, Reports, and Records

CA AB 2514 **AUTHOR:** Rivas [D]
TITLE: Los Angeles County Metropolitan Transportation
INTRODUCED: 02/19/2020
LOCATION: Assembly Local Government Committee
SUMMARY:
 Relates to the Los Angeles County Metropolitan Transportation Authority. Eliminates the requirement to make specified findings by a specified number of votes of the members of the Authority in order to award contracts.
STATUS:
 02/27/2020 To ASSEMBLY Committees on LOCAL GOVERNMENT and TRANSPORTATION.
CATEGORY: Miscellaneous

▶ CA AB 2542 **AUTHOR:** Kalra [D]
TITLE: Local Transportation Funds: Transit Assistance Programs
INTRODUCED: 02/19/2020
LOCATION: Assembly Consent Calendar- First Legislative Day
SUMMARY:
 Relates to a report by the State Transit Assistance Program which would no longer require the Controller to submit this annual report to the Legislature and would instead require the Controller to compile, publish, and make publicly available on the Controller's internet website this data and information on or before a certain date of each year.
STATUS:
 06/03/2020 *In ASSEMBLY. Read second time. To Consent Calendar.*
CATEGORY: Rail and Transit

CA AB 2577	AUTHOR:	Chiu [D]
	TITLE:	Environmental Protection: Vulnerable Population
	INTRODUCED:	02/20/2020
	LOCATION:	Assembly Natural Resources Committee
	SUMMARY:	Requires the Office of Planning and Research and the Strategic Growth Council to identify vulnerable populations using geographic, socioeconomic, public health, social determinants of health, environmental, and climate exposure criteria. Requires the office and council, in identifying the vulnerable populations, to undertake a robust participatory process that engages members of disadvantaged communities and other populations at significant risk from climate change impacts.
	STATUS:	
	03/12/2020	To ASSEMBLY Committee on NATURAL RESOURCES.
	CATEGORY:	Environment

▶ CA AB 2619	AUTHOR:	Stone [D]
	TITLE:	Program for Coastal Resilience, Adaptation, and Access
	INTRODUCED:	02/20/2020
	LOCATION:	Assembly Appropriations Committee
	SUMMARY:	Establishes the Program for Coastal Resilience Adaption and Access for the purpose of funding specified activities intended to help the state prepare, plan, and implement actions to address and adapt to sea level rise and coastal climate change. Creates the Coastal Resilience, Adaption, and Access Fund in the State Treasury, and would authorize the California Coastal Commission and specified state agencies to expend moneys in the fund.
	STATUS:	
	06/03/2020	<i>In ASSEMBLY Committee on APPROPRIATIONS: To Suspense File.</i>
	06/03/2020	<i>In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.</i>
	CATEGORY:	Environment

CA AB 2674	AUTHOR:	Ting [D]
	TITLE:	Toll Bridges: Pedestrians and Bicycles
	INTRODUCED:	02/20/2020
	LOCATION:	Assembly Transportation Committee
	SUMMARY:	Extends the prohibition on imposing a pedestrian toll on various toll bridges until January 1, 2031.
	STATUS:	
	03/02/2020	To ASSEMBLY Committee on TRANSPORTATION.
	CATEGORY:	Active Transportation

CA AB 2698	AUTHOR:	Gray [D]
	TITLE:	High-Speed Rail Authority: <i>Trains</i>
	INTRODUCED:	02/20/2020
	LAST AMEND:	03/11/2020
	LOCATION:	Assembly Transportation Committee
	SUMMARY:	Prohibits the High-Speed Rail Authority from directly or indirectly using local, state, federal, or any other public or private funding to purchase, lease, operate, or maintain a passenger or freight train powered by a diesel engine or other type of fossil fuel combustion engine, and from enabling such a train to operate on authority owned rail infrastructure designed for speeds in excess of one hundred twenty five miles per hour.
	STATUS:	
	03/11/2020	From ASSEMBLY Committee on TRANSPORTATION with author's amendments.
	03/11/2020	In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.
	CATEGORY:	Rail and Transit

▶ CA AB 2730	AUTHOR:	Cervantes [D]
	TITLE:	Access and Functional Needs: Emergency Management
	INTRODUCED:	02/20/2020
	LAST AMEND:	05/04/2020
	LOCATION:	<i>Assembly Second Reading File</i>
	SUMMARY:	Requires a local transportation authority that provides paratransit services to enter into an agreement with adjacent authorities to borrow, for compensation, paratransit vehicles and drivers in the event of an emergency that requires the evacuation and relocation of the access and functional needs population in the jurisdiction or service area.
	STATUS:	
	06/04/2020	<i>In ASSEMBLY. Read second time. To third reading.</i>
	CATEGORY:	Rail and Transit

▶ CA AB 2731	AUTHOR:	Gloria [D]
	TITLE:	California Environmental Quality Act: San Diego
	INTRODUCED:	02/20/2020
	LAST AMEND:	06/03/2020
	LOCATION:	<i>Assembly Second Reading File</i>
	SUMMARY:	Authorizes the San Diego Association of Governments to obtain site control to support the redevelopment of the Old Town Center site, including a transit and transportation facilities project, in the City of San Diego before completing the environmental review for those actions. Exempts transit oriented development projects occurring at the Old Town Center site that meet certain requirements from the requirements of CEQA.
	STATUS:	
	06/04/2020	<i>In ASSEMBLY. Read second time. To Consent Calendar.</i>
	CATEGORY:	Rail and Transit

CA AB 2738	AUTHOR:	Quirk-Silva [D]
	TITLE:	Highway Users Tax Account: Apportionment to Counties
	INTRODUCED:	02/20/2020
	LOCATION:	Assembly Transportation Committee
	SUMMARY:	Expands the purposes for which a county may spend moneys deposited into its road fund to include any street or road within the county. Concerns that if a county expends moneys received from the Highway Users Tax Account for streets and roads within the county. Requires the county to use those funds equitably throughout the county to identify and improve streets and roads that have the highest need.
	STATUS:	
	03/02/2020	To ASSEMBLY Committee on TRANSPORTATION.
	CATEGORY:	Funding

CA AB 2748	AUTHOR:	Fong [R]
	TITLE:	Consumer Credit Reports: Security Freezes
	INTRODUCED:	02/20/2020
	LAST AMEND:	05/04/2020
	LOCATION:	Assembly Privacy and Consumer Protection Committee
	SUMMARY:	Includes in the definition of protected consumer, for purposes of provisions relating to security freezes by consumer credit reporting agencies, an individual who is under the jurisdiction of a county probation department, has been placed in a foster care setting, and is under a certain age at the time of the request for placement of a security freeze is made.
	STATUS:	
	05/04/2020	From ASSEMBLY Committee on PRIVACY AND CONSUMER PROTECTION with author's amendments.
	05/04/220	In ASSEMBLY. Read second time and amended. Re-referred to Committee on PRIVACY AND CONSUMER PROTECTION.
	CATEGORY:	Miscellaneous

CA AB 2770	AUTHOR:	Gipson [R]
	TITLE:	Vehicle Identification and Registration
	INTRODUCED:	02/20/2020
	LOCATION:	Assembly Transportation Committee
	SUMMARY:	Authorizes the use of alternative devices intended to serve in lieu of license plates authorized by the Department of Motor Vehicles pursuant to the pilot program. Requires the department to establish a program authorizing an entity to issue alternatives to stickers, tabs, license plates, and registration cards under specified conditions.
	STATUS:	
	03/02/2020	To ASSEMBLY Committee on TRANSPORTATION.
	CATEGORY:	Information Systems

CA AB 2777	AUTHOR:	Quirk [D]
	TITLE:	Alameda Contra Costa Transit District
	INTRODUCED:	02/20/2020
	LOCATION:	Assembly Local Government Committee
	SUMMARY:	Repeals the authority to form a transit district under provisions of existing law. Recognizes the Alameda Contra Costa Transit District as the District formed pursuant to this authority. Designates the Alameda Contra Costa Transit District as a rapid transit district, thereby excluding the district from the definition of a local agency for purposes of existing law.
	STATUS:	
	03/12/2020	To ASSEMBLY Committee on LOCAL GOVERNMENT.
	CATEGORY:	Rail and Transit

▶ CA AB 2800	AUTHOR:	Quirk [D]
	TITLE:	Climate Change: Infrastructure Planning
	INTRODUCED:	02/20/2020
	LAST AMEND:	06/04/2020
	LOCATION:	Assembly Second Reading File
	SUMMARY:	Extends provisions relating to the Climate Safe Infrastructure Working Group, whose purpose it is to exam how to integrate scientific data concerning projected climate change impacts into state infrastructure engineering, including oversight, investment, design, and construction.
	STATUS:	
	06/04/2020	<i>In ASSEMBLY. Read second time and amended. To second reading.</i>
	CATEGORY:	Environment

CA AB 2824	AUTHOR:	Bonta [D]
	TITLE:	Bay Bridge Fast Forward Program
	INTRODUCED:	02/20/2020
	LAST AMEND:	05/04/2020
	LOCATION:	Assembly Transportation Committee
	SUMMARY:	Requires certain transportation agencies to deliver a comprehensive set of operational, transit, and infrastructure investments for the San Francisco-Oakland Bay Bridge corridor, to be known collectively as the Bay Bridge Fast Forward Program.
	STATUS:	
	05/04/2020	From ASSEMBLY Committee on TRANSPORTATION with author's amendments.
	05/04/2020	In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.
	CATEGORY:	Rail and Transit

CA AB 2828 **AUTHOR:** Friedman [D]
TITLE: Traffic Safety
INTRODUCED: 02/20/2020
LOCATION: Assembly Transportation Committee
SUMMARY:
Requires, beginning June 1, 2022, and every 6 months thereafter, Caltrans to convene a committee of external design experts to advise on revisions to the Highway Design Manual.
STATUS:
03/02/2020 To ASSEMBLY Committee on TRANSPORTATION.
CATEGORY: Miscellaneous

▶ CA AB 2850 **AUTHOR:** Low [D]
TITLE: Public Transit Employer Employee Relations
INTRODUCED: 02/21/2020
LAST AMEND: 05/04/2020
LOCATION: Assembly Second Reading File
SUMMARY:
Requires that the Meyers-Miliias-Brown Act govern the San Francisco Bay Area Rapid Transit District's employer-employee relations and that these relations be subject to the exclusive jurisdiction of, and be administered by, the Public Employment Relations Board.
STATUS:
06/04/2020 *In ASSEMBLY. Read second time. To third reading.*
CATEGORY: Labor and Employment

CA AB 2860 **AUTHOR:** O'Donnell [D]
TITLE: Clean Truck, Bus, and Off Road Vehicle Program
INTRODUCED: 02/21/2020
LOCATION: Assembly Transportation Committee
SUMMARY:
Relates to the California Global Warming Solutions Act. Supports early commercial deployment of existing zero and near zero emission heavy duty truck technology. Extends the requirement that twenty percent of that funding be made available for that same purpose. Creates a separate definition for near zero emission. Revises the definition for zero emission.
STATUS:
03/05/2020 To ASSEMBLY Committees on TRANSPORTATION and NATURAL RESOURCES.
CATEGORY: Environment

CA AB 2873 **AUTHOR:** Kalra [D]
TITLE: Public Transit Operators: Bus Procurement
INTRODUCED: 02/21/2020
LOCATION: Assembly Transportation Committee
SUMMARY:
Requires a public transit operator to also take into consideration recommendations of, and best practices standards developed by, that exclusive representative of the recognized organization representing bus operators for the purpose of changing or introducing new technology that can affect the nature of work for employees of the transit operator or require job training for employees of the transit operator.
STATUS:
03/05/2020 To ASSEMBLY Committee on TRANSPORTATION.
CATEGORY: Rail and Transit

CA AB 2940 **AUTHOR:** Quirk [D]
TITLE: Energy: Hydrogen
INTRODUCED: 02/21/2020
LOCATION: Assembly Utilities and Energy Committee
SUMMARY:
Requires the Public Utilities Commission, in consultation with the Energy Commission and State Air Resources Board, to establish a critical consumption program for hydrogen production and processing, and to establish a framework for directing electricity generated by eligible renewable energy resources to the production and processing of hydrogen at specified times.
STATUS:
03/05/2020 To ASSEMBLY Committees on UTILITIES AND ENERGY and NATURAL RESOURCES.
CATEGORY: Miscellaneous

CA AB 2943 **AUTHOR:** Ting [D]
TITLE: Surplus Property: Disposal
INTRODUCED: 02/21/2020
LOCATION: Assembly Local Government Committee
SUMMARY:
Provides that the provisions regulating the disposal of surplus land shall not be construed to require a local agency to dispose of land that is determined to be surplus.
STATUS:
03/05/2020 To ASSEMBLY Committees on LOCAL GOVERNMENT and HOUSING AND COMMUNITY DEVELOPMENT.
CATEGORY: Surplus Land

CA AB 2953 **AUTHOR:** Gray [D]
TITLE: State Highways: Landscaping and Cleaning
INTRODUCED: 02/21/2020
LOCATION: Assembly Transportation Committee
SUMMARY:
Requires the Department of Transportation to eliminate the use of potable groundwater from groundwater basins subject to critical conditions of overdraft for purposes of landscaping and cleaning highways except when a district director determines not doing so would threaten public health or safety.
STATUS:
03/05/2020 To ASSEMBLY Committee on TRANSPORTATION.
CATEGORY: Environment

CA AB 2987 **AUTHOR:** Flora [R]
TITLE: Local Agency Public Contracts: Bidding
INTRODUCED: 02/21/2020
LOCATION: Assembly Local Government Committee
SUMMARY:
Authorizes a public agency, as an alternative to the publication or posting requirement, to meet the notice inviting formal bids requirement by transmitting notice electronically, and publishing the notice electronically in a prescribed manner on the public agency's internet website at least 14 calendar days before the date of opening the bids.
STATUS:
03/05/2020 To ASSEMBLY Committee on LOCAL GOVERNMENT.
CATEGORY: Labor and Employment

▶ CA AB 2991 **AUTHOR:** Santiago [D]
TITLE: Jobs and Economic Improvement Leadership Act
INTRODUCED: 02/21/2020
LAST AMEND: 05/19/2020
LOCATION: Assembly Appropriations Committee
SUMMARY:
Relates to the Jobs and Economic Improvement Through Environmental Leadership Act of 2011. Extends the authority of the Governor to certify a project to January 1, 2025. Provides that the certification expires and is no longer valid if the lead agency fails to approve a certified project before January 1, 2026. Repeals the act on January 1, 2026.
STATUS:
06/02/2020 In ASSEMBLY Committee on APPRIATIONS. Not heard.
CATEGORY: Environment

CA AB 3046 **AUTHOR:** Mathis [R]
TITLE: Energy, Environment, and Economy Council
INTRODUCED: 02/21/2020
LAST AMEND: 03/10/2020
LOCATION: Assembly Natural Resources Committee
SUMMARY:
Establishes the Energy, Environment, and Economy Council. Requires the Council to engage with stakeholders, subject matter experts, and state and local agencies with jurisdiction relevant to environmental protection and economic vitality in order to determine the policies can be implemented to meet the state's environmental goals, while avoiding harm to the state's economy and maintaining specified protections.
STATUS:
03/10/2020 From ASSEMBLY Committee on NATURAL RESOURCES with author's amendments.
03/10/2020 In ASSEMBLY. Read second time and amended. Re-referred to Committee on NATURAL RESOURCES.
CATEGORY: Environment

CA AB 3197 **AUTHOR:** Diep [R]
TITLE: Contractors Registration Exemption
INTRODUCED: 02/21/2020
LOCATION: Assembly Labor and Employment Committee
SUMMARY:
Defines "public works" for the purposes of regulating public works contracts, as, among other things, construction, alteration, demolition, installation, or repair work done under contract and paid for, in whole or in part, out of public funds. Specifies that the registration requirement discussed above does not apply to services provided by a licensed architect unless those services require the payment of a prevailing wage.
STATUS:
03/09/2020 To ASSEMBLY Committee on LABOR AND EMPLOYMENT.
CATEGORY: Labor and Employment

▶ CA AB 3205 **AUTHOR:** Salas [D]
TITLE: Regions Rise Grant Program
INTRODUCED: 02/21/2020
LAST AMEND: 05/19/2020
LOCATION: *Assembly Second Reading File*
SUMMARY:
Establishes the Regions Rise Grant Program for the purpose of enabling regions to collaborate and create interdisciplinary and cross-sector regional strategies to address key regional *barriers to prosperity to all*. Requires the Office of Business and Economic Development to develop an application for regions to apply for *competitive grants that can be spent over a period of three years*.
STATUS:
06/04/2020 *In ASSEMBLY. Read second time. To third reading.*

CATEGORY: *Funding*

▶ CA AB 3213 **AUTHOR:** Rivas [D]
TITLE: High-Speed Rail Service: Priorities
INTRODUCED: 02/21/2020
LOCATION: *Assembly Appropriations Committee*
SUMMARY:
Requires the high-speed rail authority to prioritize projects based on specified criteria.
STATUS:
06/02/2020 *In ASSEMBLY Committee on APPROPRIATIONS: Not heard.*
CATEGORY: Rail and Transit

▶ CA AB 3216 **AUTHOR:** Kalra [D]
TITLE: Employee Leave: Authorization: COVID 19
INTRODUCED: 02/21/2020
LAST AMEND: 06/04/2020
LOCATION: *Assembly Second Reading File*
SUMMARY:
Makes it an unlawful employment practice for an employer to refuse to grant a request by an eligible employee to take family and medical leave due to the coronavirus. Permits employees taking leave due to COVID 19 to continue participation in employee health plans, including life insurance or short or long term disability or accident insurance, pension and retirement plans, and supplemental unemployment benefit plans.
STATUS:
06/04/2020 *In ASSEMBLY. Read second time and amended. To second reading.*
CATEGORY: Labor and Employment

CA AB 3248 **AUTHOR:** Waldron [R]
TITLE: San Diego Association of Governments
INTRODUCED: 02/21/2020
LOCATION: Assembly
SUMMARY:
Prohibits the San Diego Association of Governments' board of directors, serving as the commission, from changing the allocation of revenues to any component of the expenditure plan contained in the TransNet Extension Ordinance by more than an unspecified percentage.
STATUS:
02/21/2020 INTRODUCED.
CATEGORY: Funding

▶ CA AB 3278 **AUTHOR:** Patterson [R]
TITLE: High Speed Rail Authority
INTRODUCED: 02/21/2020
LAST AMEND: 05/04/2020
LOCATION: Assembly Appropriations Committee
SUMMARY:
Amends the Safe, Reliable High Speed Passenger Train Bond Act for the 21st Century. States that passenger train service is provided by the Authority when high speed train service uses the high speed train system owned by the Authority, regardless of whether the service is provided directly by the Authority.
STATUS:
06/03/2020 *In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.*
CATEGORY: Rail and Transit

CA AB 3331 **AUTHOR:** Brough [R]
TITLE: State Highways: State Route 241: Reduction
INTRODUCED: 02/21/2020
LOCATION: Assembly Transportation Committee
SUMMARY:
Deletes from the state highway system the portion of State Route 241 from State Route 5 south of the City of San Clemente to Oso Parkway east of the City of Mission Viejo.
STATUS:
03/09/2020 To ASSEMBLY Committee on TRANSPORTATION.
CATEGORY: Planning

CA AB 3335 **AUTHOR:** Friedman [D]
TITLE: Environmental Quality Act: Transit Projects
INTRODUCED: 02/21/2020
LOCATION: Assembly Natural Resources Committee
SUMMARY:
Relates to existing law which specifies that a project is considered to be within 1/2 mile of a major transit stop or high-quality transit corridor if, among other things, all parcels within the project have no more than 25% of their area farther than 1/2 mile from the stop or corridor. Increases that percentage to 50% for a transit priority project to meet the requirements for limited CEQA review.
STATUS:
04/27/2020 To ASSEMBLY Committee on NATURAL RESOURCES.
CATEGORY: Environment

▶ CA AB 3350	AUTHOR:	Friedman [D]
	TITLE:	Federal Transportation Funds: Highway Safety
	INTRODUCED:	02/21/2020
	LAST AMEND:	05/04/2020
	LOCATION:	Assembly Transportation Committee
	SUMMARY:	Requires the Transportation Agency and the Department of Transportation to convene a workgroup to analyze the current allocations of Highway Safety Improvement Program funds and determine if revisions to the allocations could improve statewide safety outcomes.
	STATUS:	
	05/04/2020	From ASSEMBLY Committee on TRANSPORTATION with author's amendments.
	05/04/2020	In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.
	CATEGORY:	Miscellaneous

CA ACA 1	AUTHOR:	Aguiar-Curry [D]
	TITLE:	Local Government Financing: Affordable Housing
	INTRODUCED:	12/03/2018
	LAST AMEND:	08/19/2019
	LOCATION:	Assembly Unfinished Business - Reconsideration
	SUMMARY:	Creates an exception to the 1% limit on the ad valorem property tax rate on real property that would authorize a city or county to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure or affordable housing, if the proposition proposing that tax is approved by 55% of the voters of the city or county.
	STATUS:	
	08/19/2019	In ASSEMBLY. Read third time. Failed to pass ASSEMBLY. (44-20)
	08/19/2019	In ASSEMBLY. Motion to reconsider.
	CATEGORY:	Miscellaneous

CA ACA 2	AUTHOR:	Nazarian [D]
	TITLE:	State Tax Agency
	INTRODUCED:	12/03/2018
	LOCATION:	Assembly Revenue and Taxation Committee
	SUMMARY:	Abolishes the State Board of Equalization and instead requires the Legislature to create a state tax agency by statute for purposes of carrying out those powers, duties and responsibilities previously vested in the State Board of Equalization. Authorizes the Legislature to vest all powers, duties, and responsibilities in a single state tax agency or separately in multiple state tax agencies.
	STATUS:	
	05/24/2019	To ASSEMBLY Committee on REVENUE AND TAXATION.
	CATEGORY:	Miscellaneous

▶ CA ACA 5 **AUTHOR:** *Weber [D]*
TITLE: *Government Preferences*
INTRODUCED: *01/18/2019*
LAST AMEND: *05/04/2020*
LOCATION: *Assembly Second Reading File*
SUMMARY:
Repeals provisions enacted by the initiative Proposition 209 which prohibits the state from discriminating against, or granting preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or national origin, in the operation of public employment, public education, or public contracting.
STATUS:
06/04/2019 *In ASSEMBLY. Read second time. To third reading.*

CATEGORY: *Miscellaneous*

CA ACA 21 **AUTHOR:** Melendez [R]
TITLE: Taxation: Voter Approval
INTRODUCED: 02/12/2020
LOCATION: Assembly
SUMMARY:
Requires any change in state statute that increases the tax liability of any taxpayer to be submitted to the electors and, if approved by a majority of votes on the issue, to take effect the day after the election unless the act provides otherwise.
STATUS:
02/12/2019 INTRODUCED.
CATEGORY: Miscellaneous

CA ACR 169 **AUTHOR:** Aguiar-Curry [D]
TITLE: Women in Construction Week
INTRODUCED: 02/20/2020
LOCATION: Senate Third Reading File
SUMMARY:
Proclaims the week of March 1, 2020, to March 7, 2020, inclusive, as Women in Construction Week.
STATUS:
03/16/2020 From SENATE Committee on RULES: Ordered to third reading.
03/16/2020 In SENATE. Ordered to third reading.
CATEGORY: Miscellaneous

CA SB 25 **AUTHOR:** Caballero [D]
TITLE: CEQA: Projects Funded by Qualified Opportunity Zones
INTRODUCED: 12/03/2018
LAST AMEND: 04/30/2019
LOCATION: Assembly Natural Resources Committee
SUMMARY:
Requires the Judicial Council to adopt rules of court applicable to an action or proceeding brought to attack, review, set aside, void, or annul the certification or adoption of an environmental review document.
STATUS:
07/08/2019 In ASSEMBLY Committee on NATURAL RESOURCES: Heard, remains in Committee.
CATEGORY: Environment

CA SB 43 **AUTHOR:** Allen [D]
TITLE: Carbon Intensity and Pricing: Retail Products
INTRODUCED: 12/03/2018
LAST AMEND: 07/01/2019
LOCATION: Assembly Revenue and Taxation Committee
SUMMARY:
Requires the state board, no later than January 1, 2022, to submit a report to the Legislature on the findings from a study, as specified, to determine the feasibility and practicality of assessing the carbon intensity of all retail products subject to the tax imposed pursuant to the Sales and Use Tax Law, so that the total carbon equivalent emissions associated with such retail products can be quantified.
STATUS:
07/08/2019 In ASSEMBLY Committee on REVENUE AND TAXATION: Failed passage.
07/08/2019 In ASSEMBLY Committee on REVENUE AND TAXATION: Reconsideration granted.
CATEGORY: Funding

CA SB 45 **AUTHOR:** Allen [D]
TITLE: Carbon Intensity and Pricing: Retail Products
INTRODUCED: 12/03/2018
LAST AMEND: 01/23/2020
LOCATION: Assembly
SUMMARY:
Enacts the Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act, which, if approved by the voters, would authorize the issuance of bonds to the State General Obligation Bond Law to finance projects for a wildfire prevention, safe drinking water, drought preparation, and flood protection program.
STATUS:
01/29/2020 In SENATE. Read third time, urgency clause adopted. Passed SENATE. *****To ASSEMBLY. (29-6).
CATEGORY: Funding

CA SB 59 **AUTHOR:** Allen [D]
TITLE: Automated Vehicle Technology: Statewide Policy
INTRODUCED: 12/19/2018
LAST AMEND: 07/03/2019
LOCATION: Assembly Appropriations Committee
SUMMARY:
Requires the chair of the commission to establish an advisory committee, the California Council on the Future of Transportation, to provide the Governor and the Legislature with recommendations for changes in state policy to ensure that California continues to be the world leader in autonomous, driverless, and connected vehicle technology.
STATUS:
08/30/2019 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.
CATEGORY: Miscellaneous

CA SB 146	AUTHOR:	Beall [D]
	TITLE:	Peninsula Rail Transit District
	INTRODUCED:	01/18/2019
	LOCATION:	Assembly Transportation Committee
	SUMMARY:	Repeals provisions relating to the Peninsula Rail Transit District.
	STATUS:	
	05/02/2019	To ASSEMBLY Committee on TRANSPORTATION.
	CATEGORY:	Rail and Transit

CA SB 147	AUTHOR:	Beall [D]
	TITLE:	High-Speed Rail Authority
	INTRODUCED:	01/18/2019
	LOCATION:	Senate Appropriations Committee
	SUMMARY:	Authorizes the High-Speed Rail Authority to keep the public informed through activities, including, but not limited to, community outreach events, public information workshops, and newsletters posted on the authority's internet website.
	STATUS:	
	05/02/2019	To ASSEMBLY Committee on TRANSPORTATION.
	CATEGORY:	Audits, Records, Reports, and Litigation

CA SB 162	AUTHOR:	Cathleen Galgiani [D]
	TITLE:	State Board Of Equalization: Local Voter Approved Bond
	INTRODUCED:	01/24/2019
	LAST AMEND:	06/19/2019
	LOCATION:	Assembly Revenue and Taxation Committee
	SUMMARY:	Requires, by January 1, 2022, and January 1 of each year thereafter, a local agency to transmit specified data related to the issuance of any bonds by that local agency pursuant to the authorization of any local bond act, as defined, to the State Board of Equalization, including the amount of debt authorized by the local bond act.
	STATUS:	
	06/19/2019	In ASSEMBLY. Read second time and amended. Re-referred to Committee on REVENUE AND TAXATION.
	06/19/2019	From ASSEMBLY Committee on REVENUE AND TAXATION with author's amendments.
	CATEGORY:	Miscellaneous

CA SB 168	AUTHOR:	Wieckowski [D]
	TITLE:	Climate Change: Chief Climate Resilience Officer
	INTRODUCED:	01/28/2019
	LAST AMEND:	06/27/2019
	COMMITTEE:	Assembly Appropriations Committee
	SUMMARY:	Establishes the Chief Officer of Climate Adaptation and Resilience in the Office of Planning and Research to serve as the statewide lead for planning and coordination of climate adaptation policy and implementation and would specify the duties of the chief officer.
	STATUS:	
	08/30/2019	In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.
	CATEGORY:	Planning

▶ CA SB 288

AUTHOR: Weiner [D]
TITLE: Assembly Elections and Redistricting Committee
INTRODUCED: 02/13/2019
LAST AMEND: 06/03/2019
LOCATION: Assembly Elections and Redistricting Committee
SUMMARY:
Permits certain persons who are not United States citizens, including lawful permanent residents and persons who are or were in deferred action status under the federal Deferred Action for Childhood Arrivals policy, to be candidates for, and members of, a county central committee of the Democratic Party or the Peace and Freedom Party, under certain conditions.
STATUS:
06/03/2020 From ASSEMBLY Committee on ELECTIONS AND
06/03/2020 REDISTRICTING with author's amendments.
In ASSEMBLY. Read second time and amended. Re-referred to
Committee on ELECTIONS AND REDISTRICTING.
CATEGORY: Miscellaneous

CA SB 336

AUTHOR: Dodd [D]
TITLE: Transportation: Fully-Automated Transit Vehicles
INTRODUCED: 02/19/2019
LAST AMEND: 04/29/2019
LOCATION: Assembly Transportation Committee
SUMMARY:
Requires a transit operator, as defined, to ensure each of its fully-automated transit vehicles, as defined, is staffed by at least one of its employees, who has had specified training, while the vehicle is in service. Requires a transit operator that deploys a fully-automated transit vehicle to report the results of that deployment.
STATUS:
05/24/2019 To ASSEMBLY Committees on TRANSPORTATION and
COMMUNICATIONS AND CONVEYANCE.
CATEGORY: Rail and Transit

CA SB 405

AUTHOR: Archuleta [D]
TITLE: Reclaimed Asphalt Pavement: County of Los Angeles
INTRODUCED: 02/20/2019
LAST AMEND: 07/01/2019
LOCATION: Assembly Inactive File
SUMMARY:
Authorizes the Department of Public Works of the County of Los Angeles to create a pilot project to demonstrate the viability of paving streets, roads and highways with hot mix asphalts composed as specified. Requires the pilot project to be conducted on streets, roads, and highways in the county and would require specific project sites in the county to be determined by the appropriate and usual process of the county.
STATUS:
07/11/2019 In ASSEMBLY. To Inactive File.
CATEGORY: Audits, Records, Reports, and Litigation

CA SB 662 **AUTHOR:** Archuleta [D]
TITLE: Green Electrolytic Hydrogen
INTRODUCED: 02/22/2019
LAST AMEND: 04/30/2019
LOCATION: Assembly Utilities and Energy Committee
SUMMARY:
Requires the Public Utilities Commission and Energy Commission to take into account opportunities to increase grid responsive production of green electrolytic hydrogen for use in the transportation sector. Includes use of green electrolytic hydrogen as an alternative transportation fuel as another potential form of energy storage.
STATUS:
06/13/2019 To ASSEMBLY Committee on UTILITIES AND ENERGY AND TRANSPORTATION.
CATEGORY: Environment

CA SB 757 **AUTHOR:** Allen [D]
TITLE: State Highways: Relinquishment
INTRODUCED: 02/22/2019
LAST AMEND: 01/23/2020
LOCATION: Assembly
SUMMARY:
Deletes the requirement that certain portions to be relinquished be deleted from the state highway system by legislative enactment, except to a specified segment of Route 710. Requires the Department of Transportation to biennially make a specified report to the Transportation Commission on which state highway routes or segments primarily serve regional travel and do not primarily facilitate interregional movement of people and goods.
STATUS:
01/29/2020 In SENATE. Read third time. Passed SENATE. *****To ASSEMBLY. (37-0)
CATEGORY: Miscellaneous

▶ CA SB 795 **AUTHOR:** Beall [D]
TITLE: Affordable Housing and Community Development Investment
INTRODUCED: 01/06/2020
LAST AMEND: 05/06/2020
LOCATION: *Senate Appropriations Committee*
SUMMARY:
Establishes the Affordable Housing and Community Development Investment Program administered by the Affordable Housing and Community Development Investment Committee; authorizes a city, county, city and county, joint powers agency, enhanced infrastructure financing district, affordable housing authority, community revitalization and investment authority, transit village development district or a combination of entities to apply to participate in the program.
STATUS:
05/26/2020 *From SENATE Committee on HOUSING: Do pass to Committee on APPROPRIATIONS. (8-2)*
CATEGORY: Rail and Transit

▶ CA SB 895 **AUTHOR:** Archuleta [D]
TITLE: Energy: Zero-Emission Fuel, Infrastructure
INTRODUCED: 01/28/2020
LOCATION: Senate Appropriations Committee
SUMMARY:
Requires the State Energy Resources Conservation and Development Commission, within the limits of available funds, to provide technical assistance and support for the development of zero-emission fuels, zero-emission fueling infrastructure, and zero-emission fuel transportation technologies.
STATUS:
05/14/2020 *From SENATE Committee on ENERGY, UTILITIES AND COMMUNICATIONS: Do pass to Committee on APPROPRIATIONS. (12-0)*

CATEGORY: Environment

▶ CA SB 902 **AUTHOR:** Wiener [D]
TITLE: Planning and Zoning: Use by Right: Density
INTRODUCED: 01/30/2020
LAST AMEND: 05/21/2020
LOCATION: Senate Appropriations Committee
SUMMARY:
Authorizes a local government to pass an ordinance, notwithstanding any local restrictions on adopting zoning ordinances, to zone any parcel for up to ten units of residential density per parcel, with specified conditions. Requires the Department of Housing and Community Development to determine job rich areas and publish a map based on specified criteria.
STATUS:
05/26/2020 *From SENATE Committee on HOUSING. Do pass to Committee on APPROPRIATIONS. (9-0)*

CATEGORY: Miscellaneous

CA SB 931 **AUTHOR:** Wieckowski [D]
TITLE: Local Government Meetings: Agenda and Documents
INTRODUCED: 02/05/2020
LAST AMEND: 04/02/2020
LOCATION: Senate Governance and Finance Committee
SUMMARY:
Requires, if the local agency has an internet website to deliver by email the agendas and documents for local government meetings. Require, where the local agency determines it is technologically infeasible to send a copy of all documents constituting the agenda packet or a website link containing the documents by electronic mail or by other electronic means.
STATUS:
04/20/2020 *From SENATE Committee on GOVERNANCE AND FINANCE with author's amendments.*
04/20/2020 *In SENATE. Read second time and amended. Re-referred to Committee on GOVERNANCE AND FINANCE.*

CATEGORY: Miscellaneous

▶ CA SB 937 **AUTHOR:** Hill [D]
TITLE: State Agencies: Web Accessibility
INTRODUCED: 02/06/2020
LOCATION: Senate Governmental Organization Committee
SUMMARY:
 Authorizes a state agency to temporarily remove public documents from digital access if a justifiable impediment exists and the Director of Technology verifies the impediment prohibits full compliance and the state agency complies with certain requirements, including citing the reason for the document's removal and listing options and instructions for how to access the document offline.
STATUS:
 05/12/2020 *In SENATE. 2nd committee referral withdrawn by rule.*
CATEGORY: Miscellaneous

▶ CA SB 943 **AUTHOR:** Chang [R]
TITLE: Paid Family Leave: School Closures: Coronavirus
INTRODUCED: 02/10/2020
LAST AMEND: 05/19/2020
LOCATION: Senate Appropriations Committee
SUMMARY:
 Authorizes wage replacement benefits to workers who take time off work to care for a minor child whose school has been closed due to the coronavirus outbreak or *to care for a special needs child or adult, or both, due to the outbreak.*
STATUS:
 06/01/2020 *In SENATE Committee on APPROPRIATIONS: Not heard.*
CATEGORY: Labor and Employment

CA SB 986 **AUTHOR:** Allen [D]
TITLE: Coastal Resources: New Development: Greenhouse Gases
INTRODUCED: 02/12/2020
LOCATION: Senate Natural Resources and Water Committee
SUMMARY:
 Requires that new development under the California Coastal Act of 1976 minimize greenhouse gas emissions as specified.
STATUS:
 02/20/2020 To SENATE Committee on NATURAL RESOURCES AND WATER.
CATEGORY: Environment

CA SB 988 **AUTHOR:** McGuire [D]
TITLE: Aviation Fuel
INTRODUCED: 02/12/2020
LOCATION: Senate Governance and Finance Committee
SUMMARY:
 Requires an aviation fuel retailer to provide a quarterly information return, as specified, and subjects a retailer who fails to file that information return or who files an inaccurate information return a specified penalty. Exempts from those penalties a person who fails to file a return or provides information or files an inaccurate return, if that person's failure is due to reasonable cause and circumstances beyond the person's control, notwithstanding the exercise of ordinary care.
STATUS:
 02/20/2020 To SENATE Committee on GOVERNANCE AND FINANCE.
CATEGORY: Funding

▶ CA SB 990	AUTHOR:	Moorlach [R]
	TITLE:	Worker Status: Independent Contractors
	INTRODUCED:	02/12/2020
	LAST AMEND:	04/17/2020
	LOCATION:	Senate Labor, Public Employment and Retirement Committee
	SUMMARY:	Repeals certain existing ABC test provisions that determine if workers are employees or independent contractors for purposes of the Labor Code, the Unemployment Insurance Code, and the wage orders of the Industrial Welfare Commission, and instead makes them operative on a specified date.
	STATUS:	
	05/14/2020	<i>In SENATE Committee on LABOR, PUBLIC EMPLOYMENT AND RETIREMENT: Failed passage.</i>
	05/14/2020	<i>In SENATE Committee on LABOR, PUBLIC EMPLOYMENT AND RETIREMENT: Reconsideration granted.</i>
	CATEGORY:	Labor and Employment

CA SB 992	AUTHOR:	Beall [D]
	TITLE:	Road Repair and Accountability Act of 2017: Website
	INTRODUCED:	02/12/2020
	LOCATION:	Senate Transportation Committee
	SUMMARY:	Requires the Transportation Agency to oversee the development and implementation of a comprehensive one-stop reporting interface available to the public through an internet website maintained by the agency. Requires the interfact to provide timely fiscal information regarding the development and implementation status of each transportation program or project funded, at least in part, by revenues from the Road Repair and Accountability Act of 2017.
	STATUS:	
	02/20/2020	To SENATE Committee on TRANSPORTATION.
	CATEGORY:	Audits, Reports, Records, and Litigation

▶ CA SB 995	AUTHOR:	Atkins [D]
	TITLE:	Improvement Through Environmental Leadership Act
	INTRODUCED:	02/12/2020
	LAST AMEND:	06/02/2020
	LOCATION:	Senate Appropriations Committee
	SUMMARY:	<i>Requires a lead agency to prepare a master environmental impact report for a plan for housing projects where the state has provided funding for such preparation. Extends the authority of the Governor to certify a project. Provides that the certification expires and is no longer valid if the lead agency fails to approve a certified project before a specified date.</i>
	STATUS:	
	06/2/2020	<i>To SENATE. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.</i>
	CATEGORY:	Environment

▶ CA SB 1100	AUTHOR:	Atkins [D]
	TITLE:	Coastal Resources: Sea Level Rise
	INTRODUCED:	02/19/2020
	LOCATION:	Senate Natural Resources and Water Committee
	SUMMARY:	Includes, as part of the procedures the California Coastal Commission is required to adopt, recommendations and guidelines for the identification, assessment, minimization, and mitigation of sea level rise within each local coastal program. Deletes the timeframe by which the Commission is required to adopt these procedures. Requires the Commission to take into account the effects of sea level rise in coastal resource planning and management policies and activities.
	STATUS:	05/12/2020 <i>In SENATE. 2nd & 3rd Committee referral withdrawn by rule.</i>
	CATEGORY:	Environment

▶ CA SB 1173	AUTHOR:	Durazo [D]
	TITLE:	Public Employment: Labor Relation: Employee Information
	INTRODUCED:	02/20/2020
	LAST AMEND:	06/02/2020
	LOCATION:	Senate Appropriations Committee
	SUMMARY:	<i>Authorizes an exclusive representative to file a charge of an unfair labor practice with the Public Employment Relations Board alleging a violation of certain requirements. Conditions this authorization on the exclusive representative giving written notice to the public employer of the alleged violation and provides a public employer a limited opportunity to cure certain violations. Requires penalties to be paid to the Public Employment Relations Board.</i>
	STATUS:	06/02/2020 <i>From SENATE Committee on APPROPRIATIONS with author's</i> 06/02/2020 <i>amendments.</i>
		<i>In SENATE. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.</i>
	CATEGORY:	Labor and Employment

▶ CA SB 1183	AUTHOR:	Hertzberg [D]
	TITLE:	Electric Vehicle Charging Master Plan
	INTRODUCED:	02/20/2020
	LAST AMEND:	04/03/2020
	LOCATION:	Senate Energy, Utilities and Communications Committee
	SUMMARY:	Requires the Energy Commission to conduct an assessment of certain factors and how those factors will affect the market for and technological development of electric vehicles and infrastructure. Requires the Energy Commission to convene the EV Infrastructure Council, which the bill would establish, to develop an Electric Vehicle Charging Master Plan. Requires the Energy Commission to update the plan at least once every 2 years.
	STATUS:	05/12/2020 <i>In SENATE. 2nd Committee referral withdrawn by rule.</i>
	CATEGORY:	Environment

CA SB 1227	AUTHOR:	Skinner [D]
	TITLE:	Road Maintenance and Rehabilitation Program
	INTRODUCED:	02/20/2020
	LOCATION:	Senate Transportation Committee
	SUMMARY:	Deletes the condition in that requirement imposed on the Department of Transportation and those cities and counties to use advanced technologies and material recycling techniques to the extend possible.
	STATUS:	
	03/06/2020	To SENATE Committee on TRANSPORTATION.
	CATEGORY:	Miscellaneous

▶ CA SB 1238	AUTHOR:	Hueso [D]
	TITLE:	<i>DOT: Recycled Plastics Study and Specifications</i>
	INTRODUCED:	02/20/2020
	LAST AMEND:	05/22/2020
	LOCATION:	Senate Rules Committee
	SUMMARY:	<i>Requires the Department of Transportation to conduct a study to assess the feasibility, cost effectiveness, and life cycle environmental benefits of including recycled plastics in asphalt used as a paving material in the construction, maintenance, or rehabilitation of a highway or road. Authorizes the Department to establish specifications for the same.</i>
	STATUS:	
	05/29/2020	<i>From SENATE Committee on TRANSPORTATION: Do pass to Committee on APPROPRIATIONS. (13-0)</i>
	CATEGORY:	Miscellaneous

▶ CA SB 1258	AUTHOR:	Stern [D]
	TITLE:	Climate Technology and Infrastructure Act
	INTRODUCED:	02/21/2020
	LOCATION:	Senate Appropriations Committee
	SUMMARY:	Enacts the California Technology and Infrastructure Financing Act to require the bank, in consultation with specified agencies to administer the Climate Catalyst Revolving Fund. Provides financial assistance to eligible climate catalyst projects, as defined.
	STATUS:	
	05/18/2020	<i>From SENATE Committee on BUSINESS, PROFESSIONS AND ECON. DEVELOPMENT: Do pass to Committee on APPROPRIATIONS. (9-0)</i>
	CATEGORY:	Environment

▶ CA SB 1273 **AUTHOR:** Pan [D]
TITLE: Commute Benefit Policies: Sacramento Regional Districts
INTRODUCED: 02/21/2020
LAST AMEND: 03/25/2020
LOCATION: Senate Transportation Committee
SUMMARY:
 Authorizes the Sacramento Regional Transit District and the Sacramento Metropolitan Air Quality Management District to jointly adopt and revise as necessary to meet the region's changing transportation needs a commute benefit ordinance that requires covered employers operating within the district's area to offer certain employees commute benefits.
STATUS:
 05/12/2020 *In SENATE. 2nd Committee referral withdrawn by rule.*
CATEGORY: Rail and Transit

CA SB 1283 **AUTHOR:** Beall [D]
TITLE: Department Of Transportation: Transit Bus Pilot Program
INTRODUCED: 02/21/2020
LAST AMEND: 03/26/2020
LOCATION: Senate Rules Committee
SUMMARY:
 Authorizes the Department of Transportation to establish a pilot program to authorize a transit operator or operators to operate transit buses on the shoulders of state highways, under a project selected under the program.
STATUS:
 03/26/2020 From SENATE Committee on RULES with author's amendments.
 03/26/2020 In SENATE. Read second time and amended. Re-referred to
 Committee on RULES.
CATEGORY: Rail and Transit

▶ CA SB 1291 **AUTHOR:** Beall [D]
TITLE: Federal Statewide Transportation Improvement Program
INTRODUCED: 02/21/2020
LAST AMEND: 04/03/2020
LOCATION: Senate Appropriations Committee
SUMMARY:
 Provides that a metropolitan planning organization or transportation planning agency is not required to submit a Federal Transportation Improvement Program to the Department Transportation, and the department is not required to submit the Federal Statewide Transportation Improvement Program to the United States Department of Transportation.
STATUS:
 05/29/2020 *From SENATE Committee on TRANSPORTATION: Do pass to
 Committee on APPROPRIATIONS. (13-0)*
CATEGORY: Planning

CA SB 1297	AUTHOR:	Moorlach [R]
	TITLE:	Public Employees' Retirement
	INTRODUCED:	02/21/2020
	LOCATION:	Senate Labor, Public Employment and Retirement Committee
	SUMMARY:	Relates to the Public Employees' Retirement System, the State Teachers' Retirement System, the Judges' Retirement System, the Judges' Retirement System II, county and district retirement systems created pursuant to the County Employees' Retirement Law of 1937. Revises the provision of pension and other benefits to members of all state or local public retirement systems, among others.
	STATUS:	
	03/05/2020	To SENATE Committee on LABOR, PUBLIC EMPLOYMENT AND RETIREMENT.
	CATEGORY:	Labor and Employment

▶ CA SB 1320	AUTHOR:	Stern [D]
	TITLE:	Climate Change: California Climate Change Assessment
	INTRODUCED:	02/21/2020
	LOCATION:	Senate Appropriations Committee
	SUMMARY:	Requires the Office of Planning and Research to develop the California Climate Change Assessment. Requires the office to conduct the assessment every 2 years and to publish the assessment in October of each odd-numbered year.
	STATUS:	
	05/26/2020	From SENATE Committee on NATURAL RESOURCES AND WATER: Do pass to Committee on APPROPRIATIONS. (6-1)
	CATEGORY:	Miscellaneous

CA SB 1330	AUTHOR:	Umberg [D]
	TITLE:	Sales and Use Tax Law: Zero Emissions Vehicle Exemption
	INTRODUCED:	02/21/2020
	LAST AMEND:	03/26/2020
	LOCATION:	Senate Natural Resources and Water Committee
	SUMMARY:	Provides an exemption from sales and use taxes with respect to the sale in this state of, and the storage, use, or other consumption in this state of, an electric or a hybrid electric vehicle for which the final listing price is not greater than a certain amount.
	STATUS:	
	03/26/2020	From SENATE Committee on RULES with author's amendments.
	03/26/2020	In SENATE. Read second time and amended. Re-referred to Committee on RULES.
	CATEGORY:	Funding

▶ CA SB 1351 **AUTHOR:** Beall [D]
TITLE: Transportation Planning
INTRODUCED: 02/20/2020
LAST AMEND: 03/25/2020
LOCATION: *Senate Appropriations Committee*
SUMMARY:
Prohibits the Director of Transportation from approving an allocation of an amount greater than a certain percent of a transportation planning agency' s annual revenues. Requires rules and regulations to be updated regularly to reflect changes to transfer policies, payment methods, and any other relevant policy changes.
STATUS:
05/29/2020 *From SENATE Committee on TRANSPORTATION: Do pass to Committee on APPROPRIATIONS. (13-0)*
CATEGORY: Funding

▶ CA SB 1362 **AUTHOR:** Stern [D]
TITLE: Climate Change: California Climate Change Assessment
INTRODUCED: 02/21/2020
LOCATION: Senate Environmental Quality Committee
SUMMARY:
Requires the State Air Resources Board no later than July 1, 2021, to adopt a comprehensive strategy to achieve carbon neutrality in the state by no later than December 31, 2045.
STATUS:
05/12/2020 *In SENATE. 2nd Committee referral withdrawn by rule.*
CATEGORY: Environment

CA SB 1366 **AUTHOR:** Archuleta [D]
TITLE: Los Angeles County Metropolitan Transport Authority
INTRODUCED: 02/21/2020
LOCATION: Senate Transportation Committee
SUMMARY:
Requires the Los Angeles County Metropolitan Transportation Authority to include or construct 11 specified stations as part of an initial operating segment.
STATUS:
03/12/2020 To SENATE Committee on TRANSPORTATION.
CATEGORY: Rail and Transit

▶ CA SB 1373 **AUTHOR:** Bates [R]
TITLE: San Clemente Road Construction
INTRODUCED: 02/21/2020
LAST AMEND: 05/19/2020
LOCATION: *Senate Appropriations Committee*
SUMMARY:
Deletes from the state highway system the portion of State Route 241 from State Route 5 south of the City of Clemente to Oso Parkway east of the City of Mission Viejo.
STATUS:
05/29/2020 *From SENATE Committee on TRANSPORTATION: Do pass to Committee on APPROPRIATIONS. (12-0)*
CATEGORY: Planning

▶ CA SB 1383 **AUTHOR:** Jackson [D]
TITLE: Employees: Time off
INTRODUCED: 02/21/2020
LAST AMEND: 03/25/2020
LOCATION: Senate Appropriations Committee
SUMMARY:
Authorizes an employee to take off time in excess of a certain number of hours in the case of a school closure due to an emergency declaration by a federal, state, or local government agency, up to the duration of the emergency.
STATUS:
06/01/2020 *In SENATE Committee on APPROPRIATIONS: Not heard.*
CATEGORY: Labor

▶ CA SB 1408 **AUTHOR:** Dodd [D]
TITLE: State Route 37 Toll Bridge Act
INTRODUCED: 02/21/2020
LOCATION: Senate Transportation Committee
SUMMARY:
Requires an unspecified authority, on behalf of the state, to operate and maintain tolling infrastructure, including by installing toll facilities, and charge and collect tolls for the use of the Sonoma Creek Bridge, and to be responsible for the design and construction of improvements on the bridge and a segment of State Route 37 between its intersections with Route 121 in the County of Sonoma and Walnut Avenue in the County of Solano.
STATUS:
05/12/2020 *In SENATE. 2nd Committee referral withdrawn by rule.*
CATEGORY: Miscellaneous

CA SB 1456 **AUTHOR:** Archuleta [D]
TITLE: Department of Transportation
INTRODUCED: 02/21/2020
LOCATION: Senate Transportation Committee
SUMMARY:
Authorizes the Department of Transportation upon the request of the Los Angeles County Metropolitan Transportation Authority, to delegate any of its responsibilities assumed under these federal laws to the authority for the purpose of accelerating the project delivery timeline for specified transit projects.
STATUS:
03/12/2020 To SENATE Committee on TRANSPORTATION.
CATEGORY: Transit and Rail

▶ CA SB 1459 **AUTHOR:** Caballero [D]
TITLE: Transportation Development Act: Counties
INTRODUCED: 02/21/2020
LAST AMEND: 03/26/2020
LOCATION: Senate Consent Calendar- Second Legislative Day
SUMMARY:
Extends the authorization for the Stanislaus Council of Governments, and authorizes the San Luis Obispo Council of Governments, to reduce applicable ratios of fare revenues to operating cost for specified transit operators but a certain amount.
STATUS:
06/02/2020 *In SENATE. Read second time. To Consent Calendar.*
CATEGORY: Transit and Rail



COMMITTEE TRANSMITTAL

June 22, 2020

To: Members of the Board of Directors
From:  Laurena Weinert, Clerk of the Board
Subject: Federal Legislative Status Report

Legislative and Communications Committee Meeting of June 18, 2020

Present: Directors Bartlett, Davies, Delgleize, Hennessey, Hernandez, Wagner, and Winterbottom
Absent: None

Committee Vote

Following the discussion, no action was taken on this receive and file information item.

Staff Recommendation

Receive and file as an information item.



June 18, 2020

To: Legislative and Communications Committee
From: Darrell E. Johnson, Chief Executive Officer
Subject: Federal Legislative Status Report

Overview

Updates are provided on federal funding efforts to assist in the response to the novel coronavirus pandemic, surface transportation reauthorization legislation, and litigation on recent air quality regulations. Summaries of two transportation hearings are also provided.

Recommendation

Receive and file as an information item.

Discussion

Health and Economic Recovery Omnibus Emergency Solutions (HEROES) Act

On May 15, 2020, the House of Representatives passed the HEROES Act, which would provide approximately \$3.5 trillion in funding and economic stimulus incentives in response to the novel coronavirus (COVID-19) pandemic. Of specific importance to the Orange County Transportation Authority (OCTA), the HEROES Act would provide tens of billions of dollars in transportation funding. As of the writing of this staff report, the HEROES Act had not yet been taken up in the Senate, and reports indicated that the version of the bill that passed the House was not likely to be enacted, although it will likely form the basis of negotiations for future economic stimulus legislation.

The HEROES Act would provide \$15.75 billion in supplemental Federal Transit Administration (FTA) funding, in addition to the \$25 billion of transit funding provided by the Coronavirus Aid, Relief, and Economic Security (CARES) Act earlier this year. The HEROES Act would appropriate \$11.75 billion to the two largest transit formula programs, the FTA 5307 Urbanized Area Formula Grants program, and the FTA 5337 State of Good Repair Grants. Unlike the CARES Act, the HEROES Act limits the distribution of FTA funding to the fourteen largest

metropolitan areas. Based on initial staff estimates, Orange County would expect to receive approximately \$215 million of the formula transit funding in the HEROES Act with almost \$138 million directed to OCTA bus operations and over \$76 million allocated to Metrolink, although these preliminary estimates are subject to change. The remaining \$4 billion of FTA funding in the HEROES Act would be awarded under a new competitive program with awards prioritized for those transit agencies facing the largest revenue losses. By comparison, Orange County's share of the \$25 billion of transit funding from the CARES Act was approximately \$230 million with about \$158 million for OCTA bus operations and approximately \$68 million for Metrolink.

In order to maintain eligibility for the funding provided, the HEROES Act mandates that transit operators take specified measures to protect passengers and coach operators during the COVID-19 pandemic. Specifically, the bill mandates that transit operators require passengers to wear masks or protective face coverings while on board a public transportation vehicle. The bill also requires that transit operators provide masks or protective face coverings, gloves, and hand sanitizer to employees and contractors interacting with passengers, sanitize vehicles and stations in accordance with federal guidance, and develop a system for notifying public transportation employees of positive COVID-19 cases.

The HEROES Act would also provide \$15 billion in supplemental Federal Highway Administration (FHWA) funding, whereas the CARES Act did not provide highway funding. The HEROES Act allocates almost all of the additional highway funding to states for projects eligible under the Surface Transportation Block Grant program, one of the most flexible federal transportation funding sources, as well as administrative and operating expenses. The HEROES Act contains language distributing these funds based on the apportionment used in previous funding bills. Based on previous apportionments, OCTA's share of the supplemental highway funding is estimated to be approximately \$60 million, although this estimate, too, is subject to change.

While the HEROES Act will likely not move forward, the bill's formula funding would provide much-needed fiscal certainty as OCTA continues to respond to the COVID-19 pandemic. These additional resources will likely be necessary given the sharp decreases in sales and gas tax revenues as people stay home due to social distancing guidelines. Staff estimates that revenues from Orange County's sales tax dedicated to transportation improvements, Measure M2, may decline by as much as \$4.7 billion over the life of the measure, which runs through 2041. State sales tax revenues, which traditionally fund about half of OCTA's transit operations, may decrease by as much as 27 percent this fiscal year, if using estimates from the Governor's May Revise of the state budget. With these assumptions, even with the CARES Act funding, OCTA could face a \$115 million annual structural deficit on its transit operations.

Given the significant fiscal pressures facing OCTA, correspondence was transmitted to the Orange County Congressional delegation emphasizing the agency's support for the supplemental transportation funding in the HEROES Act. One of these letters is included for reference as Attachment A. The letter encourages Congress to consider providing supplemental transportation funding through existing formulas to maximize funding certainty in these uncertain times. OCTA's support for formula funding distributions is consistent both with the OCTA Federal Legislative Platform and the Surface Transportation Reauthorization Principles adopted by the OCTA Board of Directors (Board) on February 24, 2020. Additional updates will be provided on these efforts and on any further economic stimulus proposals as more information becomes available.

Surface Transportation Reauthorization Legislation

The Fixing America's Surface Transportation (FAST) Act, the current bill authorizing federal transportation programs, expires on September 30, 2020. The tremendous budgetary pressures resulting from the COVID-19 pandemic could lead to one, or possibly a series, of short-term extensions for federal transportation programs while Congress works on long-term surface transportation reauthorization legislation. As previously reported to the Board, the Senate Environment and Public Works Committee passed legislation last year that would authorize \$287 billion for only highway programs over five years, and the House had previously circulated an outline of its principles for surface transportation legislation.

On June 3, 2020, the House released draft legislative text for its version of a surface transportation reauthorization bill, called the Investing in a New Vision for the Environment and Surface Transportation (INVEST) in America Act. The INVEST in America Act would authorize \$494 billion for federal transportation programs over five years, a nearly 62 percent increase over FAST Act authorization levels. The INVEST in America Act would also provide \$83.1 billion in emergency supplemental transit and highway funding to respond to the COVID-19 pandemic, including policy flexibilities to ensure this funding is used expeditiously. The \$494 billion in the INVEST in America Act would be distributed to the following programs:

- \$319 billion for FHWA highway programs – While the bill largely provides funding through existing highway programs, there are added policy provisions, discussed in greater detail below, that will change how these programs are administered.
- \$105 billion for FTA transit programs – The INVEST in America Act would provide a more than 50 percent increase for transit programs. The bill would increase bus funding by 150 percent, including a fivefold increase for the Low or No Emission Vehicle program, a discretionary grant program that funds zero-emission bus technology.

- \$60 billion for rail programs – The bill triples funding for Amtrak and creates a new rail modernization program.
- \$4.6 billion for safety programs under the National Highway Traffic Safety Administration.
- \$5.3 billion for motor carrier safety programs under the Federal Motor Carrier Safety Administration.

The bill's funding increases, while they would benefit OCTA, face significant obstacles as the bill works its way through Congress. According to the Congressional Budget Office, the Highway Trust Fund (HTF) faces a \$14 billion revenue shortfall this year alone, and over the next ten years, funding transportation programs at their current levels would result in a \$189 billion cumulative deficit for the HTF. Unfortunately, these estimates do not account for the decrease in gas tax revenues as a result of the COVID-19 pandemic, making the House bill's proposed funding increases more challenging. The INVEST in America Act would increase funding for HTF programs by 46 percent, further exasperating the long-term revenue shortfall. Despite the increases in mandatory HTF programs, the INVEST in America Act would also give appropriators more power over transportation funding. The draft bill would subject almost 17 percent of transportation funding to the appropriations process, more than twice the percentage of FAST Act authorizations subject to annual funding bills. Recognizing the ongoing HTF solvency issue, the INVEST in America Act doubles funding for vehicle miles traveled pilot programs, with the goal to find long-term solution to the HTF's structural revenue deficit.

Similar to the outline of House principles released earlier this year, the INVEST in America Act contains significant legislative language to address climate change. The bill would require federal greenhouse gas emissions targets, which could conflict with state emissions laws in California. Staff is reviewing how the bill's two new climate change programs, a \$6.25 billion resiliency program and an \$8.3 billion carbon reduction program, might affect existing federal transportation programs.

The bill also includes policy changes to the administration of funding programs, including a stronger focus on fix-it-first priorities, expanded eligibility for the use of funds from the Congestion Mitigation and Air Quality program, reforms to the Capital Investment Grants program, and revisions to Buy America requirements. There are also several new funding programs created, including one for metropolitan planning organizations and another focused on projects of national and regional significance. Staff continues to review the legislation to determine implications for OCTA's ability to deliver transportation improvements and services.

As of the writing of this staff report, the bill had not yet been officially introduced. The House Transportation and Infrastructure Committee is reportedly planning to host a hearing and a markup on the INVEST in America Act in the month of June. However, many members have criticized the bill as being a partisan effort. Ultimately, the House bill will have to be reconciled with the legislation considered in the Senate. While the Senate Environment and Public Works Committee has passed a highway title, the Senate Banking, Housing, and Urban Affairs Committee and Senate Commerce, Science, and Transportation Committee must still pass transit and rail titles, respectively. Staff will continue monitoring surface transportation reauthorization proposals and provide additional details as they become available, including a verbal report on the latest developments at the June 18, 2020, meeting of the Legislative and Communications Committee.

Litigation Pertaining to Air Quality Regulations

On May 27, 2020, the State of California, on behalf of the California Air Resources Board, filed a lawsuit against the Environmental Protection Agency and the Department of Transportation challenging recent air quality regulations. The lawsuit, filed in conjunction with 22 other states, the District of Columbia, the City of Los Angeles, and other localities across the country, contests the legality of Part Two of the Safer Affordable Fuel-Efficient (SAFE) Vehicles Rule. As previously reported to the Board, the State had already filed a lawsuit against Part One of the SAFE Vehicles Rule. The first lawsuit is focused on California's legal authority to set its own air quality and greenhouse gas emissions standards. The latest lawsuit challenges the fuel standards for passenger cars and light trucks set by Part Two of the SAFE Vehicles Rule. The complex litigation situation is expected to take years to resolve. Staff will continue to provide updates on significant developments that may impact OCTA.

Summaries of Transportation Hearings

On June 3, 2020, the Senate Commerce, Science, and Transportation Committee held a hearing entitled, "The State of Transportation and Critical Infrastructure: Examining the Impact of the COVID-19 Pandemic." At the hearing, the Senators and witnesses discussed the importance of the CARES Act in facilitating the transportation industry's response to the COVID-19 pandemic. The discussion focused on the need to protect and strengthen supply chains, essential workers, and transportation infrastructure, including a consensus for action on infrastructure legislation. There was some disagreement, however, about the specifics of paying for infrastructure investments. The Senators and witnesses also focused on liability protections for certain industries, although detailed proposals were not discussed.

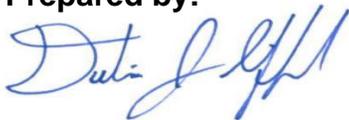
On June 4, 2020, the Senate Environment and Public Works Committee held a hearing entitled "Infrastructure: The Road to Recovery." The Senators and witnesses discussed how infrastructure legislation could create economic growth and provide certainty for transportation projects and services moving forward. There was consensus that it is an opportune moment to pass a bi-partisan long-term surface transportation legislation to spur the economy and provide the necessary predictability for transportation projects, helping prevent any disruption or delay to transportation projects, and mitigate job losses. Several times, Senators pointed to the highway legislation the committee passed last year as an example of how this could be done, with recognition of the need for it to be combined with funding for multi-modal improvements. However, there was disagreement about how to pay for such a bill, especially considering the current economic situation. While many witnesses emphasized the need to find a long-term funding solution, rather than borrowing or short-term influxes of funding, no specific funding mechanism was endorsed as the best solution. That said, several mechanisms were discussed that could be considered going forward, including a vehicle miles traveled charge, the gas tax, and tolling. Senators and witnesses largely agreed that swift action on a surface transportation bill would fund transportation improvements in communities across the country, stimulating job creation creating jobs for the tens of millions of Americans out of work as a result of the COVID-19 pandemic.

Summary

Updates are provided on the HEROES Act, surface transportation reauthorization, and air quality regulations. Summaries of two transportation hearings are also provided.

Attachments

- A. Letter from Steve Jones, Chairman, Orange County Transportation Authority Board of Directors, to Representative Harley Rouda, United States House of Representatives, dated June 5, 2020, re: Support for Transportation Funding in Future Stimulus Legislation
- B. Potomac Partners DC, Monthly Legislative Report – May 2020

Prepared by:

Dustin J. Sifford
Senior Government Relations Representative,
Government Relations
(714) 560-5389

Approved by:

Lance M. Larson
Executive Director,
Government Relations
(714) 560-5908



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CHIEF EXECUTIVE OFFICE

Darrell E. Johnson
Chief Executive Officer

June 5, 2020

The Honorable Harley Rouda
United States House of Representatives
2300 Rayburn House Office Building
Washington, D.C. 20515

RE: Support for Transportation Funding in Future Stimulus Legislation

Dear Representative Rouda:

On behalf of the Orange County Transportation Authority (OCTA) Board of Directors, I write to thank you for taking action to pass economic relief legislation in response to the novel coronavirus (COVID-19) pandemic. As you continue your work on future proposals, we respectfully request that you consider providing additional transportation funding via existing formula programs to provide much-needed funding certainty during these difficult times.

OCTA is grateful for the \$25 billion in transit formula funding provided by the Coronavirus Aid, Relief and Economic Security Act (CARES) Act. This funding has been critical to OCTA's effort to facilitate a comprehensive COVID-19 response. This funding will be used not only to help provide continued transit operations for essential workers and services, but also to implement precautionary measures including social distancing, enhanced safety and cleaning protocols, and the installation of hand sanitizer stations on its fleet of more than 500 buses.

While the CARES Act funding has been incredibly helpful, OCTA continues to face tremendous fiscal uncertainty given the historic declines in sales and gas tax revenues that fund federal, state, and local transportation programs. OCTA is primarily funded by local sales tax revenues, including Orange County's half-cent sales tax dedicated to transportation projects known as Measure M2. OCTA estimates that Measures M2 revenues may decline by as much as much as \$4.7 billion over the life of the measure, which runs through 2041. Similarly, state sales tax revenues, which traditionally fund about half of OCTA's transit operations, are expected to decrease by approximately 27 percent this fiscal year. As such, OCTA writes in support of efforts to provide supplemental transit and highway funding, such as that provided via existing formula programs in the House-passed Health and Economic Recovery Omnibus Emergency Solutions (HEROES) Act.

The Honorable Harley Rouda

June 5, 2020

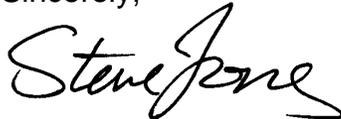
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The HEROES Act would provide \$15.75 billion in transit formula funding in addition to the CARES Act transit funding. Even after utilizing the CARES Act funding, OCTA expects to face an estimated \$115 million annual structural deficit on its transit operations in light of the considerable revenue decreases discussed above. As such, funding provided by any supplemental stimulus bill will be critical to sustaining transit services moving forward. Therefore, OCTA strongly supports the decision in the HEROES Act to provide an additional \$11.75 billion in funding through established formula programs, which gives local agencies like OCTA funding certainty in responding to emergencies like the COVID-19 pandemic.

In addition to the additional transit funding, OCTA supports the \$15 billion in supplemental highway funding provided by the HEROES Act. The highway formula funding is intended to be used for projects eligible for the Surface Transportation Block Grant Program, one of the most flexible federal transportation funding sources, as well as for administrative and operating expenses. The HEROES Act also contains language requiring that the highway funding be distributed in a manner that is consistent with the most recent appropriations bill which gives states, and in turn local agencies, more certainty on the distribution of funding. OCTA supports the approach taken in the HEROES Act and encourages Congress to continue to appropriate emergency funding to existing funding formula distributions.

OCTA respectfully asks that future legislation provide transportation funding via existing formulas to ensure the certainty and flexibility necessary to facilitate the most effective COVID-19 response. Thank you for your consideration, and please do not hesitate to contact Kristin Jacinto, Manager of State and Federal Relations, at kjacinto@octa.net or 714-560-5754, to discuss this matter further.

Sincerely,



Steve Jones
Chairman

c: Darrell E. Johnson, Chief Executive Officer, OCTA
Potomac Partners, LLC

SJ:djs



Monthly Legislative Report – May 2020

May Advocacy Meetings

Due to the District of Columbia's shelter-in-place order that has been extended to June 8TH, we have been unable to have in-person meetings during the month of May. Nevertheless, we have been in regular contact with the OCTA Congressional Delegation, House T&I Committee, Senate EPW Committee, Senate Commerce Committee, Senate Banking Committee, Appropriations Committees, and other Member offices. Some of those meetings include the following:

Congressman Harley Rouda (D-CA) – We had a series of conference calls with Congressman Rouda's senior staff to discuss OCTA requests for the upcoming Surface Transportation Reauthorization and the Infrastructure Bill. During these calls we discussed OCTA's principles for reauthorization legislation. We also further discussed the decrease in projected revenue from Measure M and the impacts this will have on local project funding streams as well as the need for new funding for COVID-19 safety activities, and funding flexibilities for existing funding streams. We also provided an up-to-date overview of the County's projects, their status. We also worked with Congressman Rouda's office on a BUILD Grant support letter for OCTA sent to Secretary Chao on May 15th.

Congressman Alan Lowenthal (D-CA) – This month we conducted a series of calls with Congressman Lowenthal's office to discuss the upcoming Surface Transportation Reauthorization and the principles supported by OCTA. During these calls we also discussed a support letter for OCTA's BUILD Grant application, which Congressman Lowenthal signed. We also discussed the need for a one-time TIFIA refinancing option and the impacts of COVID-19 on Measure M funding for ongoing projects. We discussed the benefits and flexibilities provided by the Surface Transportation Block Grant and discussed support for increasing funding for this account.

Congressman Lou Correa (D-CA) – We have been in close contact with Congressman Correa and his staff this month to circulate the BUILD Grant support letter for the SR-55 project. We also discussed the funding issues resulting for the COVID-19 crisis and the provisions included in the Heroes Act. Finally, we updated the office on potential policy and funding requests for the prospective infrastructure bill that we are tracking in the House.

Congressman Mike Levin (D-CA) – We had numerous conference calls with Congressman Levin and his senior staff this month to discuss the Alternative Fuel Tax Credit issue, the effects of COVID-19 on daily operations, as well as Measure M project

funding, and our policy requests for the surface transportation reauthorization. We also discussed the possibility of including key policy requests into the infrastructure bill that could be considered in the House before the end of the summer.

Congressman Gil Cisneros (D-CA) – We had a call with senior staff in Congressman Cisneros’ office early this month to provide an update on OCTA transit services, improvement projects, and to discuss the need for additional funding flexibilities for existing funding streams. We also discussed the benefits of a one-time reduction of TIFIA loan interest to take advantage of current interest rates and discussed the substantial cost savings and benefits to critical transportation projects.

Congresswoman Katie Porter (D-CA) – We have been in contact with senior staff in Congresswoman Porter’s office this month to discuss support for OCTA’s BUILD Grant application and the support letter to Secretary Chao. We also communicated and discussed OCTA’s priorities for the Surface Transportation Reauthorization and the impacts of COVID-19 on transit services and project funding through Measure M.

Senator Kamala Harris (D-CA) – We have been in contact with staff in Senator Harris’ office to discuss OCTA’s priorities for the upcoming Surface Transportation Reauthorization. We also discussed the need for increased funding, and/or new flexibilities, to help provide COVID-19 service, including cleanings, PPE for employees, and paratransit services.

Senator Dianne Feinstein (D-CA) – We have held numerous conference calls with staff in Senator Feinstein’s office this month to discuss Heroes Act and Care Act implementation. During those conversations on the state of play of the Heroes Act in the Senate, we did mention the decrease in Measure M funding, and the funding needs for the projects that have completed their environmental review in the County. We also discussed the upcoming Surface Transportation Reauthorization and reiterated OCTA’s funding and policy requests again.

House Transportation and Infrastructure Committee – We have been in close contact with both Majority and Minority staff to discuss OCTA’s projects, progress on the Surface Transportation Reauthorization, as well as the Infrastructure bill. We specifically highlighted policy requests for that would benefit OCTA and the region for that legislation. We discussed the Alternative Fuel Tax Credit again. We also discussed the need for providing additional funding and flexibilities for the use of STBG funds.

Senate Environment and Public Works Committee – This month we communicated with various EPW staff (minority and majority) on OCTA’s Surface Transportation Reauthorization policy asks. We also specifically discussed more TIFIA reforms and changes that would benefit OCTA.

Senate Banking Committee – We had emails and phone calls with senior Senate Banking staff on the Majority and Minority to discuss the Senate’s timeline for a full Surface Transportation Reauthorization that continues to remain in flux.

Department of the Treasury – We have been in contact with intergovernmental staff at the Department of Treasury regarding guidance on stimulus fund, and disbursements to localities.

Congressional Schedule

While the Senate is expected to be in session for most of June, the House announced on Friday, May 29th, that there will be only one day of votes on June 12th. The rest of the month will be used in the House as a “committee work” period. House Majority Leader Steny Hoyer (D-MD) has told Members that he would like the House to finish the FY21 markups by the end of July.

HEROS Act Update

On May 15th, the House passed HR 6088 – The HEROS Act by a vote of 208-199. This is the fourth major stimulus bill (not including the recent bill to add funding to CARES Act programs). The HEROS Act would provide nearly \$3 trillion in direct aid to localities and states, direct payments to individuals, and several other accounts like the US Postal Service.

- The text of HR 6800 - Heroes Act, as introduced is [here](#).
- A one pager on the legislation as introduced is [here](#).
- A section-by-section summary of the legislation as introduced is [here](#).
- A resource on the state and local relief provisions of the legislation as introduced is [here](#).

The bill is not likely going to be taken up and debate in the Senate as written and Senate Majority Leader Mitch McConnell (R-KY) said the chamber will consider their coronavirus response bill - which he called the "fourth and final" measure - "in about a month." Speaking at an event in Kentucky, McConnell said the legislation could include funding for small businesses and health care but said he would not support extending the measure providing an additional \$600 per week in federal unemployment benefits.

The White House also issued a veto threat and House Republicans spent most of floor debate expressing their opposition to the bill. In the veto threat issued by the White House Office of Management and Budget, the third paragraph states that additional legislation should include a payroll tax holiday, safe-harbor provisions and liability protections, and permitting reform to facilitate infrastructure projects.

As an ongoing resource, links to the text and official summaries of each enacted and proposed stimulus bill is included below:

Stimulus 1 – H.R. 6074 (\$8.3 billion)

- Link to [Text](#)
- Link to [Summary](#)

Stimulus 2 – H.R. 6201 (Paid Leave Provisions)

- Link to [Text](#)
- Link to [Summary](#)

Stimulus 3 – H.R. 748 (CARES Act)(\$2.3 Trillion)

- Link to [Text](#)
- Link to Division B (Appropriations) [Summary](#)

Stimulus 3.5 – H.R. 266 (\$483 billion)

- Link to [Text](#)
- Link to [Summary](#)

Stimulus 4 – H.R 6800 (\$3 Trillion - House Passed)

- Link to [Text](#)
- Link to [Summary](#)

Infrastructure Bill Update

Earlier this month we heard through a well-placed source that House Democrats will be preparing an Infrastructure bill that seems likely to become another stimulus related effort to address the job loss impact of the COVID crisis. This bill could also become included Highway Bill or Highway Bill extension measure. Similar to the HEROES Act it appears that Democrats are planning on writing this bill with very little GOP input. As a result, what we might expect is a very large Democrat wish list that tracks with many Democrat priorities such as more transit funding and increases in the discretionary grant programs. It may also include some of the elements of the "Green New Deal" we saw last year.

Once this infrastructure bill is released in the House, we expect it to follow a similar path as Heroes Act with a similar reaction in the Senate. Some on Capitol Hill, to include House T&I minority staff, believe at some point President Trump may support some version of a bipartisan infrastructure bill effort in order to fulfill a major campaign promise before the end of his term. Like the Heroes' Act, it will then eventually get negotiated with House and Senate leaders where even more House Republican T&I input could be included. To prepare for that we were told that House T&I GOP staff are readying their own principles document that would outline their "response" bill.

Remote Voting Resolution Passes House

This month the House also passed a resolution ([H.Res. 965](#)) authorizing remote voting by proxy as well as remote committee meetings for 45 days. This resolution was slated to be considered during the last House Vote when the CARES Act of was considered but was delayed due to concerns from Republicans and some Democrats. This is the first time in US history vote-by-proxy has been allowed in the House. Members with written permission may now vote on behalf of up-to ten other Members. This resolution also authorizes Committees to conduct hearings and business meetings remotely with the approval of the majority of Committee Members and directs the Chair of the Committee on House Administration to study the feasibility of using technology to conduct remote voting in the House.

COVID-19 Oversight Select Subcommittee

On April 29th, House Speaker Nancy Pelosi (D-CA) appointed seven Democratic lawmakers to the House Select Subcommittee on the Coronavirus Crisis. As we reported, the House passed a resolution last Friday establishing the select subcommittee under the House Oversight and Reform Committee to oversee the Administration's handling of the crisis and distribution of stimulus funds. Chaired by House Majority Whip James Clyburn (D-SC), the select subcommittee will now add three House Committee Chairs – Oversight Committee Chairwoman Carolyn Maloney (D-NY), Financial Services Committee Chairwoman Maxine Waters (D-CA), and Small Business Committee Chairwoman Nydia Velazquez (D-NY) – as well as members other to include Congressmen Jamie Raskin (D-MD), Bill Foster (D-IL), and Andy Kim (D-NJ). House Minority Leader Kevin McCarthy (R-CA) can appoint up to five members of the House Republican Caucus to serve on the subcommittee, although some House Republicans have called on him to not participate.

A separate bipartisan task force is looking into potentially amending House rules to allow for remote voting. This task force has also encouraged Committee leadership to begin testing online platforms for hearings which they hope to start holding again as early as June.

Upcoming Senate Hearings

The **Senate Banking Committee** will be holding a hearing on June 2nd to examine the implementation of Title IV of the CARES Act. A video of the hearing will be accessible [HERE](#). Witnesses will include:

- Mr. Thomas Quaadman - Executive Vice President U.S. Chamber, Center for Capital Markets Competitiveness
- Dr. Douglas Holtz-Eakin – President, American Action Forum
- Dr. Heidi Shierholz - Senior Economist And Director Of Policy, Economic Policy Institute

The **Senate Commerce Committee** will be holding a hearing on June 3rd to examine the “State of Transportation and Critical Infrastructure: Examining the Impact of the COVID-19 Pandemic”. A video of the hearing will be accessible [HERE](#). Witnesses will include:

- Mr. John Bozzella, President and Chief Executive Officer, Alliance for Automotive Innovation
- Mr. Randy Guillot, Chairman of the Board, American Trucking Associations
- Mr. Ian Jefferies, President and Chief Executive Officer, Association of American Railroads
- Mr. Alex Oehler, Interim President and Chief Executive Officer, Interstate Natural Gas Association of America
- Mr. Larry Willis, President, Transportation Trades Department, American Federation of Labor and Congress of Industrial Organizations (AFL-CIO)

The **Senate Environment and Public Works Committee** will be holding a hearing on June 4th to examine “Infrastructure: The Road to Recovery”. A video of the hearing will be accessible [HERE](#). The witness list has not been made public as of the writing of this report.

SMART Act - \$500 Billion legislation for States and Municipal Entities Introduced in Senate

Senators Bill Cassidy (R-LA) and Bob Menendez (D-NJ) formally introduced the *State and Municipal Assistance for Recovery and Transition (SMART) Act*. This proposal establishes a \$500 billion “SMART Fund” to continue to provide aid to state, local, and tribal governments during the coronavirus pandemic - \$484 billion to state and local governments, and \$16 billion for Native American tribes. A group of bipartisan lawmakers in the House led by Representatives Mikie Sherrill (D-NJ) and Peter King (R-NY) indicated they would be introducing the bill’s House companion. Specifically, the bill would lower the current population threshold for local governments to receive direct stabilization funding from the Treasury from 500,000 to 50,000 and would provide states and local governments with the flexibility to use this funding to cover revenue losses. Additionally, the \$484 billion would be allocated using the following formula that takes into consideration regions with the highest coronavirus-related needs:

- One-third distributed to states and territories based on their percentage of the U.S. population, with counties and municipalities each receiving one-sixth of the state allocation in proportion to their share of the state’s population;
- One-third distributed based on each state’s share of the total nationwide number of coronavirus cases, with counties and municipalities each receiving one-sixth of their state’s funding based on population;
- One-third distributed to states based on their revenue losses as a percentage of combined state-losses throughout the remainder of the year, with counties and municipalities receiving one-sixth of their state’s funding based on their revenue losses proportion to their state’s overall losses.

Treasury Opens Municipal Liquidity Facility

The **Federal Reserve** officially opened their **Municipal Liquidity Facility (MLF)** last week. The CARES Act established the MLF to assist state and local governments manage cash flow pressures related to the coronavirus pandemic by purchasing up to \$500 billion of short term municipal notes directly from states (including the District of Columbia), counties with a population of at least 500,000 people and cities with at least 250,000 people.

The most recently updated MLF term sheet is available for your reference [here](#), a list of eligible municipal issuers is available [here](#), and FAQs are available [here](#). To apply to sell municipal notes to the MLF, eligible issuers will first need to respond to the Federal Reserve-published Notice of Interest (*available [here](#)*) and if approved, the applicant will be invited to apply. A sample application may be found [here](#), and sample form documents and certifications that will be required may be found [here](#).

DOT Nominations and Senate Confirmation Updates

The Senate Commerce Committee approved the nomination of **Finch Fulton** to be Assistant Secretary of Transportation for Transportation Policy by voice this month. The committee also re-approved several nominees on a party-line basis who have been nominated by President Trump several times before and approved in committee, only to languish on the Executive Calendar until, by rule, their papers had to be returned to the President at the end of the annual session of Congress:

- **Diana Furchtgott-Roth**, to be Assistant Secretary of Transportation for Research and Technology.
- **Joseph Gruters**, to be a Member of the Amtrak Board of Directors.
- **Lynn Westmoreland**, to be a Member of the Amtrak Board of Directors.
- **Rick Dearborn**, to be a Member of the Amtrak Board of Directors.



COMMITTEE TRANSMITTAL

June 22, 2020

To: Members of the Board of Directors
From:  Laurena Weinert, Clerk of the Board
Subject: Proposed Schedule for the Orange County Transportation Authority's 2021-22 State and Federal Legislative Platforms

Legislative and Communications Committee Meeting of June 18, 2020

Present: Directors Bartlett, Davies, Delgleize, Hennessey, Hernandez, Wagner, and Winterbottom
Absent: None

Committee Vote

Following the roll call vote, this item was declared passed 7-0 by the Members present.

Committee Recommendation

Approve the preparation plan and timeline for the Orange County Transportation Authority State and Federal Legislative Platforms.



June 18, 2020

To: Legislative and Communications Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Proposed Schedule for the Orange County Transportation Authority's 2021-22 State and Federal Legislative Platforms

Overview

The Orange County Transportation Authority is preparing legislative platforms for the upcoming sessions of the California State Legislature and United States Congress beginning in 2021. The legislative platforms communicate comprehensive legislative and regulatory priorities that provide direction to staff, advocates, and legislative representatives in Sacramento and Washington, D.C.

Recommendation

Approve the preparation plan and timeline for the Orange County Transportation Authority State and Federal Legislative Platforms.

Discussion

Prior to each legislative session, Orange County Transportation Authority (OCTA) Government Relations staff collects proposals and input from the OCTA Board of Directors (Board); OCTA division directors and department managers; OCTA advisory groups; the Orange County legislative delegation; national, regional, and state transportation agencies; interest groups and related associations; cities and the County of Orange; interested members of the public; and various other stakeholders. Staff evaluate and consolidate these proposals into a framework document that guides OCTA's legislative activities. Working drafts are first submitted to the Board through the committee process. After receiving committee input, staff prepare final documents for the committee that, if approved, go to the full Board for adoption.

Based on the strategic initiatives adopted as part of the OCTA Strategic Plan, the State and Federal Legislative platforms provide guidance on state and federal statutory, regulatory, and administrative policies for staff and its legislative advocates to pursue in the subsequent legislative sessions. Timely adoption of the platforms allows time to draft bill language, secure bill authors, introduce legislation, recommend advocacy positions on bills, and develop support for OCTA projects and funding priorities.

Once the draft 2021-22 State and Federal Legislative platforms are prepared, the documents will be reviewed by the Legislative and Communications Committee and then the full Board. After extensive circulation and revision, the State and Federal Legislative platforms will be presented for final adoption at the Board meeting on November 23, 2020.

The proposed schedule for the 2021-22 State and Federal Legislative platforms is included as Attachment A. This schedule is subject to change based on both the results of the November 2020 elections and the ongoing impacts of the novel coronavirus (COVID-19) pandemic. Due to uncertainty stemming from the COVID-19 pandemic, a special session of the State Legislature may be called later this year to take up budget revisions. Similarly, Congress needs to act on surface transportation reauthorization legislation because the current authorizing bill expires at the end of September. Staff will continue to provide updates should these extenuating circumstances impact the platform development process.

On November 25, 2019, the Board adopted the 2019-20 State and Federal Legislative platforms, which are included as attachments B and C, respectively.

Summary

The proposed timeline and process for the preparation of the 2021-22 State and Federal Legislative platforms are presented for approval.

Attachments

- A. Proposed Schedule for the Orange County Transportation Authority's 2021-22 State and Federal Legislative Platforms
- B. State Legislative Platform 2019-20, Orange County Transportation Authority, Adopted on November 25, 2019
- C. Federal Legislative Platform 2019-20, Orange County Transportation Authority, Adopted on November 25, 2019

Prepared by:



Dustin J. Sifford
Senior Government Relations Representative,
External Affairs
(714) 560-5389

Approved by:

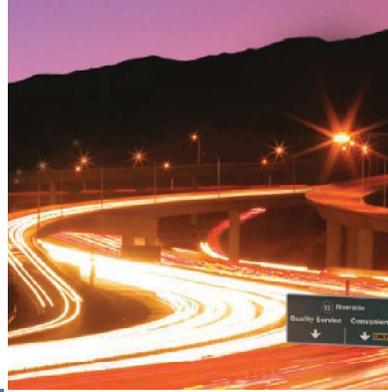


Lance M. Larson
Executive Director,
Government Relations
(714) 560-5908

**Proposed Schedule for the Orange County Transportation Authority's
2021-22 State and Federal Legislative Platforms**

Proposed Action	Target Date
Provide the proposed adoption schedule to the Orange County Transportation Authority (OCTA) Legislative and Communications (L&C) Committee and Board of Directors (Board).	June 18, 2020 June 22, 2020
Receive platform suggestions from OCTA Board, staff, and advisory groups; Orange County legislative delegations and organizations; transportation agencies; members of the public; and other stakeholders.	September 25, 2020
Present preliminary draft of 2021-22 State and Federal Legislative platforms to L&C Committee and the Board. Circulate and receive comments from OCTA Board, staff, legislative advocates, and legal counsel, revising platforms based on input.	October 15, 2020 October 26, 2020
Incorporate comments on preliminary drafts.	November 2, 2020
Present final drafts of 2021-22 State and Federal Legislative platforms to L&C Committee for recommendation to the Board.	November 19, 2020*
Present final drafts of 2021-22 State and Federal Legislative platforms to the Board for adoption.	November 23, 2020*
Distribute adopted 2021-22 State and Federal Legislative platforms.	December 2020*

**Subject to change pending November 2020 elections and/or in response to legislative actions.*



Adopted on
November 25, 2019



STATE LEGISLATIVE PLATFORM 2019-20



ORANGE COUNTY TRANSPORTATION AUTHORITY



The Orange County Transportation Authority (OCTA) was formed in 1991 by the consolidation of seven separate transportation agencies. This consolidation created a multimodal authority, which eliminated duplicate transportation functions and increased efficiency in providing transportation services throughout the County.

The following facts indicate the size and the breadth of OCTA's functions:

- Budget for fiscal year (FY) 2019-20 is balanced at \$1.5 billion.
- Countywide bus system that spans 34 cities and seven congressional districts with 507 vehicles.
- Among the top 20 busiest bus transit operations in the nation, providing more than 38 million rides annually.
- Countywide paratransit service for people with disabilities with 248 buses and more than 1.49 million boardings per year.
- Three Metrolink commuter-rail lines with 18,500 boardings each weekday.
- OCTA owns the Los Angeles-San Diego-San Luis Obispo (LOSSAN) rail right-of-way from Fullerton to San Clemente.
- Successful completion of Measure M, the package of \$4 billion in transportation improvements promised to Orange County voters in 1990 when they approved a 20-year half-cent sales tax program.
- Implementation of Renewed Measure M approved by voters in 2006, providing \$13.4 billion in new funding for freeway, regional/local streets and roads, and transit improvements until 2041.
- Owner and operator of the 91 Express Lanes toll road with more than 17.5 million vehicle trips in FY 2019.
- Oversight of Orange County's major investment studies and management of the planning for all future transportation infrastructure improvements in the county.

2020 BOARD OF DIRECTORS

Lisa A. Bartlett
Supervisor

Doug Chaffee
Supervisor

Laurie Davies
City Member

Barbara Delgleize
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Andrew Do
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Michael Hennessey
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Gene Hernandez
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Michelle Steel
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Donald P. Wagner
Supervisor

Gregory Winterbottom
Public Member

Ryan Chamberlain
Ex-Officio Member

EXECUTIVE OFFICE

Darrell E. Johnson
Chief Executive Officer

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2019-20 STATE LEGISLATIVE PLATFORM

With over three million residents, Orange County is the third most populous county in California and the sixth most populous county in the nation. Orange County is one of the most densely populated areas in the country and is served by one of the nation's busiest transit systems. In addition, Orange County provides highway and rail corridors that facilitate the increasing level of international trade entering the Southern California ports.

The 2019-20 State Legislative Platform serves as a framework document to guide the Orange County Transportation Authority's (OCTA) legislative, regulatory, and administrative activities in the coming legislative session. The Key Policy Issues section offers guidance on the policy issues that will likely be the focus of the upcoming legislative session. The later sections present guiding policy statements for other major issue areas that may arise during the session. Positions on individual items not directly in this document will be brought to the OCTA Board of Directors (Board) for formal action.

Key Policy Issues in 2019-20

A number of significant transportation issues are expected to be discussed in the 2019-20 legislative session. A few of these key issues are highlighted in this section, including: Transportation Funding and the Implementation of Environmental Regulations and Cap-and-Trade.

Transportation Funding

Securing stable transportation funding that provides long-term operational certainty continues to be one of OCTA's top priorities. It is anticipated that transportation funding will be affected by legislative and regulatory efforts requiring OCTA's close attention in the upcoming session. As such, OCTA will:

- a) Support efforts to maximize OCTA's share of transportation and transit funding, especially through distribution formulas;
- b) Advocate for a continued strong state role in providing funding for transit operations rather than shifting responsibility to local transportation entities. No additional requirements should be created for operation levels beyond existing capacity, unless agreed to by that entity or otherwise appropriately funded;

- c) Oppose efforts to divert or reclassify transportation revenue sources for other purposes, such as General Fund transfers or for debt service;
- d) Oppose efforts to link or reprioritize local and state transportation funding to programs not primarily intended to help the state meet its transportation needs;
- e) Support legislation to implement the provisions of the federal reauthorization, Fixing America's Surface Transportation Act, in an equitable manner that promotes traditional funding levels, programming roles, and local discretion in allocation decisions;
- f) Support the development of greater efficiencies within the Transportation Development Act's performance metrics while maintaining existing eligibility parameters and realigning administrative rules and farebox recovery requirements to eliminate any unnecessary or overly burdensome mandates in order to streamline the administration of transit funding;
- g) Support legislation protecting or expanding local decision-making in programming expenditures of transportation funds;
- h) Support the retention of existing and future local revenue sources;
- i) Support efforts to develop alternative definitions of "disadvantaged" and "low-income" communities to ensure that transportation funding flows to each region's most impacted areas;
- j) Support maintaining the current State Transportation Improvement Program (STIP) formula, which provides 75 percent of the STIP funding to the locally nominated Regional Transportation Improvement Program (RTIP) and 25 percent to the Interregional Transportation Improvement Program (ITIP) Program;
- k) Support efforts to provide secure transit funding for capital and operating expenses;
- l) Flexibility should be included in any state transit funding source, allowing transit operators to use the funding for both operations and capital expenditures;

2019-20 STATE LEGISLATIVE PLATFORM

- m) Monitor the study and development of alternative transportation funding proposals, including the state's road charge pilot program and ensure that efforts are made to address concerns related to equitability, privacy, and public support of such proposals;
- n) Monitor implementation of Executive Order N-19-19, and any related legislative or regulatory efforts, to ensure that transportation funds are used for their intended purposes.

Implementation of Environmental Regulations and Cap-and-Trade

In 2016, the state expanded upon its greenhouse reduction initiatives with the passage of SB 32 (Chapter 249, Statutes of 2016) and AB 197 (Chapter 250, Statutes of 2016), which set a new statewide emissions target of 40 percent below 1990 levels by the year 2030. In 2017, the state continued its commitment to these strategies with the passage of AB 398 (Chapter 135, Statutes of 2017), extending the market-based cap-and-trade system until January 1, 2031. The passage of AB 398 ensures the long-term stability of the cap-and-trade system. However, approximately 40 percent of annual cap-and-trade revenues are still subject to annual appropriations. As such, OCTA will advocate for as much transportation funding as possible from these revenues.

In order to ensure that the state's environmental regulations and cap-and-trade program are implemented in an equitable manner which will both help to reduce emissions and encourage the development of necessary infrastructure to serve California's growing population, in 2019-20 OCTA will:

- a) Support efforts to ensure local flexibility in meeting the goals of the state's greenhouse gas reduction initiatives, including the creation of incentive-based measures and grant programs to assist with compliance;
- b) Support the eligibility of the transportation sector and inclusion of county transportation commissions as eligible recipients of any funding mechanism created for implementation of the state's greenhouse gas reduction initiatives, including the cap-and-trade program;

- c) Support efforts to ensure the availability of proven technology and adequate funding prior to the implementation of any mandated purchase requirements for zero-emission bus technology;
- d) Support the prioritization of transportation projects and programs that achieve greenhouse gas emissions reductions for cap-and-trade funding while maintaining ongoing appropriations for transit;
- e) Oppose policies that significantly increase costs, threatening OCTA's ability to deliver projects and provide transit service;
- f) Support legislation to streamline the environmental review and permitting processes for transportation projects and programs to avoid potentially duplicative and unnecessary analysis, while still maintaining traditional environmental protections;
- g) Support the creation of formula-based funding programs under the cap-and-trade program to assist with compliance of any adopted regulations;
- h) Support efforts to mitigate costs associated with the operation of zero-emission transit buses, including an alternative electricity rate structure, tax incentives, or other forms of financial assistance;
- i) Ensure that air quality determinations and policies do not constrain funding availability or otherwise undermine OCTA's ability to deliver transportation improvements.

Sponsored Legislation

Each year, OCTA may consider sponsoring legislation to clarify or address various transportation policy areas that require additional attention. This session, the following major initiative will be emphasized as sponsor legislation:

- a) Co-sponsor legislation to clarify roles and responsibilities related to toll enforcement policies to allow for interoperability between toll facilities while affirming user privacy protections.

I. State Budget

As the Legislature continues to move forward in developing solutions to close the state’s structural deficit, OCTA continues to monitor the status of transportation funding in California, promoting the continued stability of existing programs and efforts to address future funding deficiencies to meet transportation infrastructure needs. As a proven method to help rebuild the economy through investments in vital transportation infrastructure projects and critical transit services, OCTA will also work to promote methods of expediting such projects to allow for such stimulus.

Key actions by OCTA will include:

- a) Oppose unfunded mandates for transportation agencies, transit providers, and local governments in providing transportation improvements and services;
- b) Oppose cost shifts or changes in responsibility for projects funded by the state to the local transportation entities;
- c) Support legislation to treat the property tax of single-county transit districts the same as multi-county districts and correct other Educational Revenue Augmentation Fund inequities between like agencies;
- d) Support the constitutional protection of all transportation funding resources;
- e) Seek additional funding for paratransit operations and transit accessibility capital improvements that support persons with disabilities and senior citizens;
- f) Support removing the barriers for funding transportation projects, including allowing local agencies to advance projects with local funds when state funds are unavailable due to budgetary reasons, and allowing regions to pool federal, state, and local funds in order to limit lengthy amendment processes and streamline project delivery time.

II. Fiscal Reforms and Issues

In recent years, the Legislature and Governor have worked collaboratively during the budget process to pass funding bills in a timely manner, providing some degree of certainty to the state-funded programs that OCTA relies upon. Unfortunately, uncertainties over future changes remain due to a continued structural deficit and the potential for an economic downturn.

Therefore, OCTA will:

- a) Oppose efforts to reduce local prerogative over regional program funds;
- b) Oppose levying new and/or increase in gasoline taxes or user fees, including revenue increases on fuel consumption categorized as charges, fees, revenue enhancements, or similar classifications. Consideration of such efforts shall occur when a direct nexus is determined to exist between revenues and transportation projects, and additional revenues are to be controlled by the county transportation commission;
- c) Oppose efforts to decrease the voter threshold requirement for local tax measures for transportation purposes and/or mandating specific uses of future local sales tax revenues;
- d) Oppose efforts to increase administrative fees charged by the California Department of Tax and Fee Administration on the collection of local sales tax measures;
- e) Support efforts to ease or simplify local matching requirements for state and federal grants and programs;
- f) Support legislation to protect the flexibility of the federal-aid highway funds by requiring state compliance with federal highway safety requirements;
- g) Support flexibility for obligating regional federal transportation funds through interim exchange instead of loss of the funds by the local agency;
- h) Support efforts that ensure that all users of the state’s transportation system pay their “fair share” to maintain and improve the system;

- i) Support efforts to restore equity with regards to the generation and disbursement of sales tax revenues that support the Local Transportation Fund.

III. State Transportation Improvement Program Streamlining

The STIP, substantially amended by SB 45 (Chapter 622, Statutes of 1997), is a programming document that establishes the funding priorities and project commitments for transportation capital improvements in California. SB 45 placed decision-making authority closest to the problem by providing project selection for 75 percent of the funding in the RTIP. This funding is distributed to counties based on an allocation formula. The remaining 25 percent of the funds is programmed by the California Department of Transportation (Caltrans) in the ITIP. SB 1 is expected to promote increased stability for future STIP fund estimates. OCTA will seek to ensure that the regional focus of the program is preserved.

Key provisions to be sought by OCTA include:

- a) Support legislation that maintains equitable allocations of transportation funding, such as the north/south formula distribution of county shares and ITIP allocations;
- b) Support legislation to clarify that programming of current period county shares has priority over advancement of future county shares;
- c) Support a formula-based guaranteed disbursement of the ITIP;
- d) Support legislation to involve county transportation commissions in the development and prioritization of State Highway Operation and Protection Program projects;
- e) Support efforts to allow a mode-neutral STIP;
- f) Support increased flexibility for the use of STIP funds to support alternative projects, including, but not limited to, transit and goods movement improvement projects.

IV. Transit Programs

In 2019-20, OCTA will continue with its focus on providing safe, reliable, and efficient transit services in Orange County. While state transit funding has recently become more stable, future demand increases due to environmental regulations and increased fuel prices may put further strain on existing resources. Thus, OCTA will make every effort to minimize additional state obligations to transit operations which lack a sufficient and secure revenue source.

To that end, OCTA will focus on the following:

- a) Support legislation to encourage and incentivize the interoperability of transit and rail systems within California;
- b) Support legislation to limit the liability of transit districts for the location of bus stops (*Bonanno v. Central Contra Costa Transit Authority*);
- c) Support the citing of transit-oriented development projects (i.e. authorize extra credit towards housing element requirements for these developments), including incentives for development;
- d) Support legislation and or/regulations which aim to enhance transit services, and the overall safety and security of transit riders, coach operators, and on-road vehicles.

V. Roads and Highways

OCTA's commitment to continuously improve mobility in Orange County is reflected through a dynamic involvement in such innovative highway endeavors as the ownership of the 91 Express Lanes and the use of design-build authority on the State Route 22 project and Interstate 405 Improvement Project. OCTA will continue to seek new and innovative ways to deliver road and highway projects to the residents of Orange County and, to that end, in 2019-20, OCTA will focus on the following:

- a) Oppose efforts to create a conservancy that would inhibit the delivery of transportation projects under study or being implemented in the region;

- b) Support efforts to expand, extend, and preserve new and existing alternative project delivery methods such as design-build, public-private partnership authority, and construction manager/general contractor authority, including expanding mode and funding eligibility, while allowing the appropriate balance of partnership between the state and local agencies;
- c) Support legislation that would authorize local agencies to advertise, award, and administer contracts for state highway projects;
- d) Oppose duplicative reporting mandates and efforts to impose additional requirements, beyond what is required in statute, on lead agencies awarding contracts using alternative project delivery mechanisms;
- e) Support streamlining of the Caltrans review process for projects, simplification of processes, and reduction of red tape, without compromising environmental safeguards;
- f) Support administrative policy changes to lower the oversight fee charged by Caltrans to ensure that project support costs are equivalent whether the project is administered by Caltrans or a local agency;
- g) Support studying the policies, funding options, and need for rail/highway grade separations, including any impact on existing state highway and transit funding sources;
- h) Support policies that improve signal synchronization programs in order to facilitate street signal coordination, prioritization, and preemption, as well as encouraging the use of intelligent transportation system measures;
- i) Support policies that expanding utilization of continuous access of high-occupancy vehicle (HOV) lanes;
- j) Monitor efforts to increase fines for HOV lane violations and, if implemented, ensure fines are dedicated to enforcement purposes;
- k) Support legislation that provides for equitable enforcement of regulations governing transportation network companies;

- l) Support efforts to study the development and safe operation of autonomous vehicles and related technologies;
- m) Oppose legislation that fails to preserve local discretion and flexibility in the development of the congestion management program.

VI. Roles and Responsibilities

In recent years, there have been many efforts to reorganize or restructure transportation programs and local agency responsibilities. In 2019-20, OCTA will continue to monitor legislation or regulations that would significantly affect the way in which it operates, with a focus on the following principles:

- a) Support efforts to preserve the role of county transportation commissions, as consistent with existing law, in the administration of transportation programs;
- b) Oppose proposals that reduce the rights and responsibilities of county transportation commissions in planning, funding, and delivering transportation programs;
- c) Oppose efforts to unnecessarily subject projects to additional reviews and project selection approvals that could adversely affect delivery timelines and processes;
- d) Support efforts to facilitate a partnership with alternative mobility providers that allows for adequate information sharing while also respecting the planning efforts of local agencies;
- e) Support efforts to improve local oversight and create operational improvements in the administration of the Orange County Taxi Administration Program;
- f) Support efforts to increase the flexibility of funds used for motorist service programs;
- g) Support efforts to maintain the promises self-help counties have made to taxpayers in the implementation of local sales tax measures, specifically regarding the sequencing and delivery of transportation improvements.

VII. 91 Express Lanes/Managed Lanes

OCTA's commitment to continuously improve mobility in Orange County is reflected through a dynamic involvement in such innovative highway endeavors as the ownership of the 91 Express Lanes, a ten-mile managed lane facility on State Route 91, extending from State Route 55 to the Orange/Riverside County line. Since its purchase in 2003, the 91 Express Lanes has provided drivers an alternative mobility option between Orange and Riverside counties, while also allowing for investment in multi-modal improvements throughout the State Route 91 corridor.

As transportation demands continue to increase, innovative tools must be available to ensure transportation infrastructure projects continue to be built in a reliable, prompt, and efficient manner. OCTA took advantage of one such tool by securing a \$629 million federal loan to supplement state and local funds on the Interstate 405 Improvement Project. The loan, obtained through the Transportation Infrastructure Finance and Innovation Act (TIFIA), will save taxpayers approximately \$300 million in the decades to come. As the TIFIA loan illustrates, OCTA is committed to improving mobility for Orange County residents using the innovative tools and approaches that are allowing transportation agencies to stretch their dollars further than ever before.

Many agencies are discussing the increased use of managed lane facilities. To ensure not only the continued success of the 91 Express lanes, but also to ensure managed lane policy moving forward allows for local flexibility and input, in 2019-20, OCTA will:

- a) Support legislation to ensure revenues from managed lane facilities remain within the corridor from which they are generated, opposing efforts to divert revenues from managed lane facilities for state purposes;
- b) Support policies that allow OCTA and the Riverside County Transportation Commission to efficiently operate and maintain the 91 Express Lanes into Riverside County;
- c) Support efforts to preserve local flexibility in the administration of toll lanes;

- d) Oppose state efforts to construct or operate managed lane facilities that are established without an adopted statewide managed lane strategy or plan;
- e) Oppose state efforts to construct or operate managed lane facilities that fail to respect existing local transportation projects and funding programs;
- f) Support customer privacy rights while maintaining OCTA's ability to effectively communicate with customers and operate the 91 Express Lanes;
- g) Support the use of innovative means to enhance toll agency enforcement efforts, including ways to address toll violations due to protected plates;
- h) Support collaborative solutions to address the degradation of HOV lanes that respect local transportation funding sources and programs, have the support of the relevant regional transportation planning agency, do not redirect existing local transportation funding sources, and analyze the effect of single-occupant, low-emission vehicles, including associated federal requirements triggered by their access allowance;
- i) Support efforts to improve the interoperability of the different toll systems across the state in order to ensure fair and efficient toll operations, including enforcement mechanisms, throughout California.

VIII. Rail Programs

Metrolink is Southern California's commuter rail system that links residential communities to employment and activity centers. Orange County is served by three Metrolink lines: the Orange County line, the Inland Empire-Orange County Line, and the 91/Perris Valley Line. In support of these routes, OCTA owns 48 miles of rail right-of-way in Orange County on which Metrolink operates. OCTA's rail capital budget supports improvements to the regional commuter rail system in Orange County, and under existing policy, OCTA is the primary construction lead on major capital improvements to the regional commuter rail system on its right-of-way.

In addition to Metrolink services, Orange County is also served by the state-supported Pacific Surfliner intercity passenger rail service traveling between

San Luis Obispo and San Diego. The Pacific Surfliner is operated by Amtrak and managed by the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency (LOSSAN Agency). OCTA has served as the managing agency for the LOSSAN Agency since 2013 and assumed full administrative and management responsibility for the Pacific Surfliner service in June 2015 via an interagency transfer agreement with the State of California. OCTA continues to serve in this capacity, providing all necessary administrative support to the LOSSAN Agency.

Other rail systems could also travel through Orange County at some point in the future, including additional intercity rail service. While the status and future of these programs is uncertain, OCTA will be watchful to ensure that funding for these rail systems does not impact other transportation funding sources.

Key advocacy efforts will emphasize the following:

- a) Support legislation that encourages commercial, commuter-based development around passenger rail corridors that includes permanent job creation;
- b) Support efforts to create additional efficiency in rail program oversight, including consideration of possible program consolidation;
- c) Monitor and evaluate plans and progress of high-speed rail and its funding;
- d) Support efforts to provide resources for safety improvements on the rail network in Southern California, including for the implementation of Positive Train Control safety technology;
- e) Support policies that facilitate the development and construction of needed infrastructure projects that support modernization, connectivity, and general system-wide improvements to California's rail network.

IX. Goods Movement

The Ports of Los Angeles and Long Beach, the nation's two busiest in terms of container volume and value, are vital to California's economy and the surrounding region because goods are shipped to and through the surrounding counties. Our state's goods movement-related industries account for more than

\$700 billion in revenue and more than five million jobs. While the state's goods movement system is the most robust in the nation, it is continually challenged by competing goods movement systems in other states. In order to continue to compete and engage in the global market place, California must continue to enhance its goods movement system, while at the same time be cognizant of taking the necessary actions to mitigate any negative impacts to local communities.

Key Positions for 2019-20 include:

- a) Support improvements in major trade gateways in California to facilitate the movement of intrastate, interstate, and international trade beneficial to the state's economy;
- b) Support legislation that will aid in the development, approval, and construction of projects to expand goods movement capacity and reduce congestion;
- c) Ensure that control of goods movement infrastructure projects and funding retained at the local level;
- d) Seek mitigation for the impacts of goods movement on local communities;
- e) Pursue ongoing, stable sources of funding for goods movement infrastructure.

X. Active Transportation

Active transportation projects and programs, which encourage greater mobility through walking and biking, have grown in popularity due to the environmental, health, and cost savings benefits. Through local planning efforts such as Orange County's Regional Bikeways Planning Collaborative, the Pacific Coast Highway Corridor Study, and the development of OCTA's Commuter Bikeways Strategic Plan, OCTA continues to study, plan, and fund active transportation projects and programs as part of its mission to provide Orange County with an efficient and multi-modal transportation system.

Key positions include:

- a) Support legislation that increases the visibility and safety of users engaged in active transportation;

- b) Support creative use of paths, roads, and abandoned rail lines using existing established rights-of-way to promote bike trails and pedestrian paths;
- c) Support policies that encourage the safe interaction and operation of integrated multi-modal systems, including roadways, rail lines, bikeways, and pedestrian ways, and the users of those facilities;
- d) Support efforts to streamline active transportation funding programs;
- e) Support legislation and regulatory changes to streamline and simplify the review and approval by the California Public Utilities Commission of lease agreements between sponsors of active transportation projects and public utility companies.

XI. Administration/General

General administrative issues arise every session that could impact OCTA's ability to operate efficiently. Key positions include:

- a) Oppose legislation and regulations adversely affecting OCTA's ability to efficiently and effectively contract for goods and services, conduct business of the agency, and limit or transfer the risk of liability;
- b) Support legislation to provide greater protection of OCTA's computer and information security systems;
- c) Support legislation that establishes reasonable liability for non-economic damages in any action for personal injury, property damage, or wrongful death brought against a public entity based on principles of comparative fault;
- d) Support legislation that would provide for consistency of campaign contribution limits applied to both elected and appointed bodies;
- e) Monitor the effect of Brown Act legislation on OCTA Board operations as it relates to the use of new technologies for communication with the public.

XII. Environmental Policies

Changes in environmental laws can affect OCTA's ability to plan, develop, and build transit, rail, and highway projects. While OCTA has been a leading advocate for new, cleaner transit technologies and the efficient use of transportation alternatives, it also remains alert to new, conflicting, or excessive environmental statute changes.

Key positions include:

- a) Oppose efforts to grant special interest groups or new bureaucracies control, oversight, or influence over the California Environmental Quality Act process;
- b) Oppose legislation that restricts road construction by superseding existing broad-based environmental review and mitigation processes;
- c) Support incentives for development, testing, and purchase of clean fuel commercial vehicles;
- d) Support efforts to seek funding and flexibility for the retrofit or re-powering of transit buses and locomotives with cleaner engines to attain air quality standards;
- e) Oppose legislation that would limit lead agency discretion in the management and oversight of lands set aside for environmental mitigation purposes, while encouraging policies that promote advance mitigation planning programs;
- f) Support efforts to ensure that Caltrans can continue to review and approve transportation projects under the National Environmental Policy Act;
- g) Monitor the development, adoption, and implementation of the Air Quality Management Plan (AQMP) to avoid cost increases and prevent any potential conflicts between AQMP implementation, the adopted Regional Transportation Plan, and OCTA's projects or programs.

XIII. Employment Issues

As a public agency and one of the largest employers in Orange County, OCTA balances its responsibility to the community and the taxpayers to provide safe, reliable, cost-effective service with its responsibility of being a reasonable, responsive employer.

Key advocacy positions include:

- a) Oppose efforts to impose state labor laws on currently exempt public agencies;
- b) Oppose legislation that circumvents the collective bargaining process;
- c) Oppose legislation and regulations adversely affecting OCTA's ability to efficiently and effectively deal with labor relations, employee rights, benefits including pension benefits, Family Medical Leave Act, and working conditions, including health, safety, and ergonomic standards for the workplace;
- d) Support legislation that reforms and resolves inconsistencies in the workers' compensation and unemployment insurance systems, and labor law requirements that maintain protection for employees and allow businesses to operate efficiently;
- e) Support workforce development policies that facilitate a more efficient talent acquisition process.

XIV. Transportation Security and Emergency Preparedness

As natural and man-made disasters continue to threaten transportation systems around the world, significant improvements have been, and continue to be, carried out to enhance the safety, security, and resilience of transportation infrastructure in the United States. As Orange County's bus provider and a Metrolink partner, OCTA comprehends the importance of ensuring the safety and security of our transportation network and protecting our customers. Presently, OCTA maintains a partnership with the Orange County Sheriff's Department to provide OCTA Transit Police Services for the bus and train systems in

Orange County and continues to be actively involved in a variety of state and regional preparedness exercises in support of first responders. OCTA is also currently working with its community partners on an effort to install video surveillance systems at Metrolink stations and on its fleet of buses and throughout its bus facilities. The development of a new Transit Security and Operations Center is also underway to enhance security efforts and further the resiliency of the Orange County transit system.

Heightened security awareness, an active public safety campaign, and greater surveillance efforts, all require additional financial resources. Consequently, in 2019-20, OCTA's advocacy positions will highlight:

- a) Support state homeland security and emergency preparedness funding and grant programs to local transportation agencies to alleviate financial burden placed on local entities;
- b) Support legislation that balances retention mandates of video surveillance records to reflect current reasonable technological and fiscal capabilities;
- c) Support the use of new technology to increase the safety of public transportation passengers and operators.



ORANGE COUNTY

MAP KEY

-  LOSSAN RAIL CORRIDOR
-  I-405 IMPROVEMENT PROJECT (2023)
-  METROLINK ORANGE COUNTY LINE
-  METROLINK INLAND EMPIRE/ORANGE COUNTY LINE
-  METROLINK 91 LINE
-  91 EXPRESS LANES
-  OC STREETCAR PROJECT (2022)

“Our mission is to enhance the quality of life in Orange County by delivering safer, faster, and more efficient transportation solutions.”

ORANGE COUNTY TRANSPORTATION AUTHORITY

STATE GOVERNMENT RELATIONS CONTACTS

Lance Larson
 Executive Director
 Government Relations
 714-560-5908
 llarson@octa.net

Kristin Jacinto
 Manager
 State and Federal Relations
 714-560-5754
 kjacinto@octa.net

Dustin Sifford
 Senior Government
 Relations Representative
 714-560-5389
 dsifford@octa.net

Alexis Leicht
 Associate Government
 Relations Representative
 714-560-5475
 aleicht@octa.net

OCTA AFFILIATED AGENCIES

Orange County
Transit District

Local Transportation
Authority

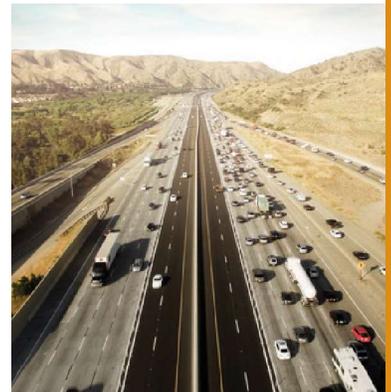
Service Authority for
Freeway Emergencies

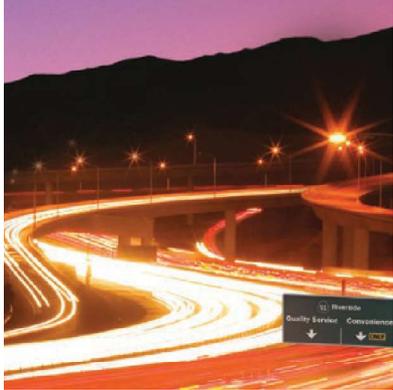
Consolidated Transportation
Service Agency

Congestion Management
Agency



550 SOUTH MAIN STREET
P.O. BOX 14184 • ORANGE, CA 92863-1584
714.560.OCTA (6282) • OCTA.NET





Adopted on
November 25, 2019



FEDERAL LEGISLATIVE PLATFORM 2019-20

ORANGE COUNTY TRANSPORTATION AUTHORITY





The Orange County Transportation Authority (OCTA) was formed in 1991 by the consolidation of seven separate transportation agencies. This consolidation created a multimodal authority, which eliminated duplicate transportation functions and increased efficiency in providing transportation services throughout the County.

The following facts indicate the size and the breadth of OCTA's functions:

- Budget for fiscal year (FY) 2019-20 is balanced at \$1.5 billion.
- Countywide bus system that spans 34 cities and seven congressional districts with 507 vehicles.
- Among the top 20 busiest bus transit operations in the nation, providing more than 38 million rides annually.
- Countywide paratransit service for people with disabilities with 248 buses and more than 1.49 million boardings per year.
- Three Metrolink commuter-rail lines with 18,500 boardings each weekday.
- OCTA owns the Los Angeles-San Diego-San Luis Obispo (LOSSAN) rail right-of-way from Fullerton to San Clemente.
- Successful completion of Measure M, the package of \$4 billion in transportation improvements promised to Orange County voters in 1990 when they approved a 20-year half-cent sales tax program.
- Implementation of Renewed Measure M approved by voters in 2006, providing \$13.4 billion in new funding for freeway, regional/local streets and roads, and transit improvements until 2041.
- Owner and operator of the 91 Express Lanes toll road with more than 17.5 million vehicle trips in FY 2019.
- Oversight of Orange County's major investment studies and management of the planning for all future transportation infrastructure improvements in the county.

2020 BOARD OF DIRECTORS

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With over three million residents, Orange County is the third most populous county in California and the sixth most populous county in the nation. Orange County is one of the most densely populated areas in the country and is served by one of the nation's busiest transit systems. In addition, Orange County provides highway and rail corridors that facilitate the increasing level of international trade entering the Southern California ports.

The 2019-20 Federal Legislative Platform serves as a framework document to guide the Orange County Transportation Authority's (OCTA) statutory, regulatory, and administrative goals and objectives in Washington, D.C. The Key Policy Issues section offers guidance on the policy issues that will likely be the focus of the 116th Congress, and the later sections present guiding policy statements for the other major issues that may arise. Positions on individual items not directly addressed in this document will be brought to the OCTA Board of Directors (Board) for formal action.

Key Policy Issues in the 116th Congress

A number of significant transportation issues will be discussed in the 116th Congress. OCTA will focus its advocacy efforts on the following principles:

- a) Enact long-term surface transportation reauthorization legislation that provides sustainable funding levels for transportation programs in order to meet our county's critical infrastructure needs;
- b) Seek responsible revenue solutions to fund future transportation projects without adversely affecting an agency's ability to provide services;
- c) Advocate for full funding of transportation programs without placing new limitations or conditions on the distribution of funds that would impede the delivery of infrastructure projects;
- d) Ensure that funding for any new infrastructure initiatives does not replace or adversely affect existing transportation programs;
- e) Ensure that Highway Trust Fund revenues continue to be used for transit expenditures;

- f) Ensure that air quality determinations and policies do not constrain funding availability or otherwise undermine OCTA's ability to deliver transportation improvements.

I. Transportation Funding

Current federal law does not require the appropriation of authorized Highway Trust Fund dollars. Therefore, the annual appropriations process will continue to play an important role in funding OCTA's programs and projects. OCTA will continue to advocate for the largest possible amount and share of appropriations funding to ensure adequate resources to meet the infrastructure needs of Orange County.

Funding limitations enacted with bipartisan support effectively prohibit funding specifically directed to individual projects, commonly called earmarks. It is expected that appropriators will continue this practice for the foreseeable future. Accordingly, this platform does not contain any earmark requests. Should Congress once again allow earmarks, OCTA staff will seek the guidance from the Legislative and Communications Committee regarding project requests.

Even in the absence of earmarks, OCTA will continue to aggressively pursue discretionary funding for transportation projects within the statutory and regulatory requirements of funding programs and the current funding status of OCTA's capital program. Other funding priorities for OCTA include:

- a) Support sustainable transportation funding levels that allow OCTA to continue to improve mobility in and around Orange County;
- b) Oppose efforts to redirect, reduce, or eliminate existing transportation funding programs;
- c) Support funding for the Capital Investment Grants program to allow for an expansion of fixed-guideway projects;
- d) Ensure that federal funding is available for capital purposes to the extent not needed for direct operating costs;
- e) Support funding, with increased flexibility, for safety and security grant programs in order to protect Orange County's transportation system,

2019-20 FEDERAL LEGISLATIVE PLATFORM

including highways, transit facilities, rail lines, and related software systems;

- f) Support policies that encourage ridesharing and related congestion relief programs for Orange County commuters;
- g) Support funding for regional and intercity passenger rail corridors in California;
- h) Support funding for the Southern California Regional Training Consortium to develop bus maintenance training information for the transit agencies throughout Southern California.

II. Reauthorization Priorities

The Fixing America's Surface Transportation (FAST) Act (Pub. L. No. 114-94) authorized \$305.5 billion over five years for public transportation, rail, highway, safety, research, and technology programs. These funding levels provided modest increases in all major existing surface transportation programs over the life of the bill. It also added new formula and discretionary freight programs, a new discretionary bus capital program, and new funding for intercity rail. The legislation also preserved the federal focus on safety, kept intact the established structure of the various highway programs, and continued efforts to streamline project delivery.

The FAST Act expires on September 30, 2020. In the 116th Congress, OCTA will focus much of its advocacy efforts on enacting long-term reauthorization legislation that allows state and local government agencies to move forward with a federal partner on critical transportation projects. As such, OCTA will advocate for the following policies:

- a) Support the greatest possible share of funding for California and OCTA, focusing on increasing formula funds;
- b) Support increased flexibility in transportation funding programs to promote greater local decision-making in the planning process;
- c) Ensure a long-term partnership with the federal government that helps OCTA address capital and operating revenue shortfalls;
- d) Support a stable source of proposed future revenues that provides adequate resources for future transportation needs;
- e) Oppose efforts to subject public transportation providers to gas tax liability or other fees that increase operating costs;
- f) Oppose unfunded federal mandates that further stretch the resources of state and local transportation agencies;
- g) Oppose policies that undermine or limit local control over land use decisions;
- h) Ensure fair sub-allocations of funding to account for additional costs, increased administrative responsibilities, and the potential for increased liabilities to which the agency may be subject;
- i) Support efforts to ensure that all users of the national transportation system pay their "fair share" to maintain and improve the system;
- j) Oppose limitations or other arbitrary conditions on transportation programs that prevent an equitable distribution of transportation resources;
- k) Support efforts to clarify roles for state and local transportation agencies, as well as for the private sector, in developing innovative approaches to improving mobility;
- l) Support additional funding flexibility to facilitate the use of alternative mobility providers;
- m) Support policies to encourage the safe development, demonstration, deployment, and operation of connected and automated vehicle technologies;
- n) Support a collaborative approach to understanding the capital infrastructure and operational needs of local and state transportation agencies, as well as those of private sector partners, in the testing and deployment of autonomous vehicles and related technologies;
- o) Support proposals consistent with the recommendations contained in OCTA's Breaking Down Barriers Report and subsequent Follow-on Study;

- p) Oppose rescissions or other arbitrary funding cuts to transportation programs.

III. Implementing Federal Transportation Programs

In the 116th Congress, OCTA will continue to support finalizing the implementation of the FAST Act while finding ways to complement the programs and provisions authorized under federal law. During this time, OCTA will advocate for the following issues:

- a) Oppose any effort to further reduce transportation funding for OCTA or California, advocating for a fair and equitable share;
- b) Pursue continued eligibility of Congestion Mitigation Air Quality (CMAQ) program funding for three-to-five years of operating expenses associated with any new start fixed-guideway or eligible bus projects;
- c) Support expanded use of alternative delivery methods for federally-funded transportation projects;
- d) Support environmental process improvements and stewardship efforts by the relevant federal agencies to expedite project delivery and accelerate the creation of jobs;
- e) Support expedited review and payments to local agencies and their contractors for project development, right-of-way acquisition, and construction activities;
- f) Support efforts that direct state departments of transportation to consider the condition and effectiveness of local evacuation routes in high-risk areas when setting priorities for the disbursement of highway funding;
- g) Support efforts to authorize, fund, and streamline the delivery of bike and pedestrian projects in Orange County;
- h) Advocate for policies to encourage, when possible, a “complete streets” approach to multi-modal project planning in order to expedite project delivery;

- i) Encourage the Federal Highway Administration (FHWA) to utilize the Regional Transportation Plan (RTP) as a long-range planning and vision document rather than a detailed 30-year financial plan;
- j) Support shifting the approval of RTP amendments involving Transportation Control Measures from the Environmental Protection Agency back to the FHWA while allowing for an adequate consultation process;
- k) Support flexibility and increased local decision-making authority regarding the operation of high-occupancy vehicle (HOV) lanes in order to reduce or eliminate the unintended consequences resulting from Section 166 of the Federal Highway Act or any similar policy regulating degradation of HOV lanes;
- l) Encourage cooperation between state and federal partners to mitigate or eliminate any policy that requires direct actions within 180 days of realized degradation on federally-funded highways;
- m) Support streamlining of Federal Buy America requirements to increase certainty while also advocating for greater flexibility in their application.

IV. Fiscal Reforms and Issues

Several legislative and regulatory proposals would have economic impacts, both positive and negative, affecting the delivery of transportation infrastructure projects that create jobs and spur further business development in Orange County. Regarding these developments, OCTA will:

- a) Oppose legislation and regulations that would divert revenues generated by locally-approved sales taxes to programs and projects that are not included in the sales tax ordinance;
- b) Support removing barriers to the release of transportation funding, including allowing local agencies to advance projects with local funds in order to limit lengthy amendment processes that delay project delivery;

- c) Support expansion and further development of innovative project finance methods, including the Transportation Infrastructure Finance and Innovation Act loan program;
- d) Support fiscally-sound legislation that adequately addresses the Highway Trust Fund’s structural deficit, including initiatives to address the impact of low- and zero-emission vehicles on transportation funding;
- e) Seek methods to ensure the equitable collection and distribution of sales tax revenue from out-of-state, online retailers (*South Dakota v. Wayfair, Inc.*);
- f) Support tax policies that reduce costs or provide additional flexibility in OCTA’s financial and operational activities;
- g) Support legislation or regulations that expedite the delivery of transportation improvements or the development of business opportunities in order to create jobs and economic activity in Southern California.

V. Rail Programs

Metrolink is Southern California’s commuter rail system that links residential communities to employment and activity centers. Orange County is served by three Metrolink lines: the Orange County line, the Inland Empire-Orange County Line, and the 91/Perris Valley Line. OCTA owns 48 miles of rail right-of-way in Orange County on which Metrolink operates. OCTA’s rail capital budget supports improvements to the regional commuter rail system in Orange County, and under existing policy, OCTA is the primary construction lead on major capital improvements to the regional commuter rail system on its right-of-way.

In addition to Metrolink services, Orange County is also served by the state-supported Pacific Surfliner intercity passenger rail service traveling between San Luis Obispo and San Diego. The Pacific Surfliner is operated by Amtrak and managed by the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency (LOSSAN Agency). OCTA has served as the managing agency for the LOSSAN Agency since 2013 and assumed full administrative and management

responsibility for Pacific Surfliner service in June 2015 via an interagency transfer agreement with the State of California. OCTA continues to serve in this capacity, providing all necessary administrative support to the LOSSAN Agency.

Other rail systems could also travel through Orange County at some point in the future, including additional intercity rail service. OCTA will continue to monitor the development of additional service to ensure that it does not adversely affect other transportation funding sources. Other rail policy priorities include the following:

- a) Support funding for rail safety programs, including funding for implementation and operation of Positive Train Control (PTC) safety technology and other safety enhancements;
- b) Support ongoing PTC implementation efforts that allow for adequate consideration of technological, fiscal, and logistical challenges;
- c) Support efforts to ensure that any alternative safety technology is interoperable with, and contains the same safety benefits as, the PTC system implemented on passenger rail corridors in Southern California;
- d) Support the availability of technical resources, such as wireless spectrum, to fully implement rail safety technology;
- e) Oppose increasing the current rail passenger liability cap of \$295 million per incident and work with regional partners to ensure that any changes to the cap take into account the limited resources of passenger rail providers.

VI. Goods Movement

The twin Ports of Los Angeles and Long Beach are considered “America’s Gateway” and the nation’s busiest ports, handling more than \$180 billion dollars’ worth of cargo each year. The maintenance and improvement of our region’s goods movement infrastructure must continue to be a national priority if our region is to remain competitive with the rest of the world and responsive to the consumer needs of the nearly 18 million people living in Southern California. The need for the Southern California

region to remain competitive is further underscored by the expansion and modernization efforts of foreign competitors. Even though the FAST Act provided \$10 billion for goods movement projects and programs, revenue streams remain insufficient to fund the projects needed to offset the costs of moving these goods considering the many years of underinvestment. OCTA's advocacy efforts regarding goods movement will continue to emphasize the following:

- a) Pursue new, stable, dedicated, and secure sources of funding for goods movement infrastructure;
- b) Ensure that the benefits of newly-funded projects also take into account mitigation factors to impacted communities;
- c) Support a collaborative approach, including engaging with private sector partners, in developing and implementing the needed sustainable goods movement infrastructure programs and projects;
- d) Support regionally-significant grade separation projects that improve the flow of goods and people throughout Southern California;
- e) Support local control of goods movement infrastructure and freight mobility projects.

VII. Transportation Security and Emergency Preparedness

OCTA continues cooperative efforts with neighboring transit agencies, Urban Area Security Initiative partners, state and federal Homeland Security and Emergency Preparedness grant partners, and local jurisdictions to enhance the security and resiliency of Orange County's transportation system. OCTA will pursue the following priorities to ensure that the agency's safety, security, and emergency preparedness needs are met:

- a) Support increased funding for staff training, increased surveillance, and emergency preparedness improvements with adequate flexibility to ensure that local agencies can effectively use the resources to ensure a more resilient transportation system;

- b) Support a funding distribution that considers all risk threats, including natural disasters, acts of terrorism, and other man-made disasters, as estimated by the Department of Homeland Security, in cooperation with state and local officials;
- c) Support programs that facilitate cooperation with security and emergency preparedness officials to refine and improve information exchange protocols, emergency preparedness systems, and regional data coordination;
- d) Support efforts to provide funding incentives and policy flexibility to facilitate programs to provide safe working conditions for coach operators and transit personnel.

VIII. Energy Issues

The transportation sector is one of the largest consumers of petroleum in the nation. Therefore, legislation or regulations to further develop energy-efficient policies will likely have an impact on OCTA's operations. With such proposals in mind, OCTA will:

- a) Monitor legislation and rulemakings that address new or emerging energy policies;
- b) Encourage industry associations to comment on proposals affecting the public transportation sector;
- c) Support the continuation and expansion of tax incentives for using compressed natural gas, liquefied natural gas, and other alternative transit fuels;
- d) Provide reports to the Board outlining any energy-related legislation introduced in the 116th Congress potentially affecting OCTA.

IX. Environmental Policy

Federal environmental policies affecting OCTA include the National Environmental Protection Act, the Clean Air Act, the Clean Water Act, and the Endangered Species Act. With regard to these policies, OCTA will:

- a) Seek opportunities to expedite and improve the efficiency of the environmental process without impairing substantive environmental requirements;

- b) Seek funding to meet state and local environmental quality requirements, including anticipated requirements for zero-emission buses, alternative fueling stations, and future greenhouse gas reduction requirements;
 - c) Monitor proposals to address the environmental impacts of greenhouse gases to ensure that any new environmental requirements are accompanied by additional funding necessary to implement those requirements;
 - d) Support expedited review and payments to local agencies and their contractors for project development, right-of-way acquisition, and construction activities.
- b) Oppose policies adversely affecting the agency's ability to effectively address labor relations, employee rights, benefits, and working conditions, such as health, safety, and ergonomic standards;
 - c) Oppose policies that limit state or local pension benefit reforms.

X. Regulatory Requirements

OCTA must also monitor several other administrative requirements, including new and expanded regulatory definitions that may affect the agency's operations. As such, OCTA will:

- a) Oppose regulatory efforts to extend the statutory requirements of the Americans with Disabilities Act;
- b) Support expedited and improved federal reporting and monitoring requirements to ensure efficiency and usefulness of data while also eliminating redundant state and federal requirements;
- c) Oppose regulatory proposals that unreasonably subject OCTA to burdensome bureaucratic requirements or increase operational costs, making it harder to deliver projects and improve mobility in Orange County.

XI. Employment Issues

Federal employment laws affecting OCTA include the Fair Labor Standards Act, Family and Medical Leave Act, Occupational Safety and Health Act, and the Omnibus Transportation Employee Testing Act of 1991. OCTA's historical positions regarding labor and employment issues have included:

- a) Support tax incentives for employer-provided transit passes, vanpool benefits, parking spaces, or other commuter benefits;



MAP KEY

-  LOSSAN RAIL CORRIDOR
-  I-405 IMPROVEMENT PROJECT (2023)
-  METROLINK ORANGE COUNTY LINE
-  METROLINK INLAND EMPIRE/ORANGE COUNTY LINE
-  METROLINK 91 LINE
-  91 EXPRESS LANES
-  OC STREETCAR PROJECT (2022)

“Our mission is to enhance the quality of life in Orange County by delivering safer, faster, and more efficient transportation solutions.”

ORANGE COUNTY TRANSPORTATION AUTHORITY

STATE GOVERNMENT RELATIONS CONTACTS

Lance Larson
 Executive Director
 Government Relations
 714-560-5908
 llarson@octa.net

Kristin Jacinto
 Manager
 State and Federal Relations
 714-560-5754
 kjacinto@octa.net

Dustin Sifford
 Senior Government
 Relations Representative
 714-560-5389
 dsifford@octa.net

Alexis Leicht
 Associate Government
 Relations Representative
 714-560-5475
 aleicht@octa.net

OCTA AFFILIATED AGENCIES

Orange County
Transit District

Local Transportation
Authority

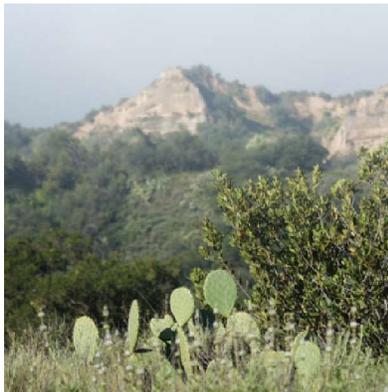
Service Authority for
Freeway Emergencies

Consolidated Transportation
Service Agency

Congestion Management
Agency



550 SOUTH MAIN STREET
P.O. BOX 14184 • ORANGE, CA 92863-1584
714.560.OCTA (6282) • OCTA.NET





COMMITTEE TRANSMITTAL

June 22, 2020

To: Members of the Board of Directors
From: Laurena Weinert, Clerk of the Board
Subject: Revenue Vehicle Maintenance, Internal Audit Report No. 20-506

Finance and Administration Committee Meeting of June 10, 2020

Present: Directors Do, Hennessey, Hernandez, Jones, Muller, and Steel
Absent: Director R. Murphy

Committee Vote

Following the roll call vote, this item was declared passed 6-0 by the Members present.

Committee Recommendation

Direct staff to implement the recommendation provided in Revenue Vehicle Maintenance, Internal Audit Report No. 20-506.



June 10, 2020

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Janet Sutter, Executive Director
Internal Audit Department

Subject: Revenue Vehicle Maintenance, Internal Audit Report No. 20-506

Overview

The Internal Audit Department of the Orange County Transportation Authority has completed an audit of revenue vehicle maintenance. Based on the audit, controls in place to ensure compliance with revenue vehicle maintenance standards and related policy and procedures are generally adequate. One recommendation was made to further enhance work order templates.

Recommendation

Direct staff to implement the recommendation provided in Revenue Vehicle Maintenance, Internal Audit Report No. 20-506.

Background

The primary goals of the maintenance program include maintaining vehicles in a state of good repair with a goal of no more than 15 percent of buses on hold at any time, maximizing the miles between road calls with a 14,000-mile goal, adhering to preventive maintenance service intervals with a 100 percent on-time goal, and maximizing vehicle useful life with a minimum 18-year life goal.

Buses are scheduled for a series of eight preventive maintenance inspections (PMI) at intervals of 6,000 miles. Inspections are considered to be on-time if they are completed within ten percent of 6,000 mile goal. The job templates for inspections are created and maintained by maintenance staff.

Mileage is tracked in the Fleetwatch fluid management system, and the HASTUS system is used for scheduling of buses each day. Daytime maintenance supervisors run Fleetwatch and HASTUS reports to identify buses due for inspection, and then project total miles as of the end of the day. Based on the

projected miles and anticipated manpower, the maintenance supervisors decide which PMIs to schedule for the next day. The maintenance supervisors then create and print out work orders in the Ellipse system for all work associated with the PMIs, including supplemental inspections. The graveyard shift supervisors place buses on hold in the HASTUS system the day before planned PMIs. Typically, the PMI work orders are performed by the daytime shift mechanics, and supplemental inspections are performed by the later shifts. The supervisors review and sign all work orders.

Discussion

The maintenance work order templates did not include several preventive maintenance tasks recommended by the manufacturer. Additionally, one of the tasks has a mileage interval that differs from the manufacturer's guidelines, and various operating and leakage tests recommended by the manufacturer were not specifically defined in the work orders. Internal Audit recommended that management either incorporate these tasks into the work order templates or document variances from the manufacturer guidelines with justification. Management acknowledged the deviations from manufacturer guidelines but indicated that the deviations are warranted and have not led to the deterioration of assets or reduced performance. Management agreed with the recommendation and indicated that the deviations identified in the audit, and any future deviations, will be documented.

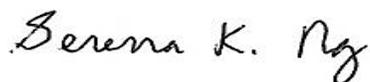
Summary

Internal Audit made one recommendation to further enhance work order templates.

Attachment

A. Revenue Vehicle Maintenance, Internal Audit Report No. 20-506

Prepared by:



Serena Ng
Senior Manager, Internal Audit
714-560-5938

Approved by:



Janet Sutter
Executive Director, Internal Audit
714-560-5591

ORANGE COUNTY TRANSPORTATION AUTHORITY INTERNAL AUDIT DEPARTMENT



Revenue Vehicle Maintenance

Internal Audit Report No. 20-506

May 26, 2020



Performed by Serena Ng, CPA, Senior Manager
Janet Sutter, CIA, Executive Director

Serena K. Ng

Distributed to: Jennifer Bergener, Chief Operating Officer
Cliff Thorne, Dayle Withers, Troy Wilkins, Brian Koenig,
Marie Latino, Bill Habibe, Joseph Townsend, Victor Velasquez,
Mandy Chiu, Sunil Chettiar, Louis Luxenberg, James Jones

**ORANGE COUNTY TRANSPORTATION AUTHORITY
INTERNAL AUDIT DEPARTMENT
Revenue Vehicle Maintenance
May 26, 2020**

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**ORANGE COUNTY TRANSPORTATION AUTHORITY
INTERNAL AUDIT DEPARTMENT
Revenue Vehicle Maintenance
May 26, 2020**

Conclusion

The Internal Audit Department (Internal Audit) of the Orange County Transportation Authority (OCTA) has completed an audit of revenue vehicle maintenance. Based on the audit, internal controls in place to ensure compliance with revenue vehicle maintenance standards and OCTA policy and procedures for preventive maintenance inspection (PMI) activities are generally adequate; however, one recommendation was made to further enhance work order templates.

Background

Maintenance Program

The primary goals of the maintenance program include maintaining vehicles in a state of good repair with a goal of no more than 15 percent of buses on hold, maximizing the miles between road calls (MBRC) with a 14,000-mile goal, adhering to preventive maintenance service intervals with a 100 percent on-time goal, and maximizing vehicle useful life with a minimum 18-year life goal. Other goals include maintaining vehicles in a safe operating condition and their interior and exterior appearance, maintaining accurate vehicle service histories, minimizing the loss of accessibility due to equipment failure, and administering equipment warranty recovery programs.

Preventive Maintenance

Buses are scheduled for a series of eight PMI's at intervals of 6,000 miles. Inspections are considered to be on-time if they are completed within 10 percent of 6,000 miles. The job templates for inspections are created and maintained by Maintenance Resource Management (MRM), based on instructions/specifications provided by the Transit Technical Services (TTS) section.

Mileage is tracked in the Fleetwatch fluid management system, and the HASTUS system is used for scheduling of buses each day. Daytime maintenance supervisors run Fleetwatch and HASTUS reports to identify buses due for inspection and then project total miles as of the end of the day. Based on the projected miles and anticipated manpower, the maintenance supervisors decide which PMI's to schedule for the next day. The maintenance supervisors then create and print out work orders in the Ellipse system for all the work associated with the PMI's, including supplemental inspections. The graveyard shift supervisors will place buses on hold in the HASTUS system. Typically, the PMI work orders are performed by the daytime shift mechanics, and supplemental inspections are performed by the later shifts. The supervisors sign all work orders.

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Mid-Life Program

The Revenue Vehicle Maintenance Plan Policy (Policy) identifies a mid-life program that serves to ensure that the major mechanical components are replaced prior to failure. The Policy spells out engine replacements and overhauls, transmission replacements, and differential overhauls, as part of the program; however, based on discussions, engine in-frame overhauls and differential overhauls are performed on an as-fail basis and when there are warning signs, respectively.

Road Calls

In a road call, the coach operator calls Central Communications to report a problem with the bus. The calls are logged in the Intelligent Transit Management System (ITMS) and reports are then run. Maintenance base management enters their determination of the validity of the road calls and the work order numbers for related work. On a weekly basis, MRM examines all road calls to confirm base management's determination of validity; based on review of work orders, the 30-day history of repeat issues, and whether there were any part replacements.

Quality Assurance

Once a year, TTS performs mock California Highway Patrol (CHP) inspections at the Santa Ana and Garden Grove bases. The inspections mirror CHP inspections, including inspection of a sample of five in-service buses and review of maintenance records. TTS emails inspection reports to maintenance management.

Compliance Monitoring

Monthly Maintenance Performance Key Indicator (MKI) reports that report on valid mechanical MBRC, percent of buses on hold, PMI's on-time, cost per mile-direct costs, and cost per mile-total costs, are prepared by Financial Planning and Analysis staff. The MKI reports are reviewed, approved, and then posted to the intranet. MBRC for directly-operated fixed-route service (DOFR) is also reported in the quarterly Bus Operations Performance Measurements Report (quarterly Operations report) that goes to the Transit Committee and Board of Directors (Board).

**ORANGE COUNTY TRANSPORTATION AUTHORITY
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Objectives, Scope, and Methodology

The objectives were to evaluate the internal controls in place to ensure compliance with revenue vehicle maintenance standards and to test compliance with policy and procedures.

According to generally accepted government auditing standards, internal control is the system of processes that an entity's oversight body, management, and other personnel implement to provide reasonable assurance that the organization will achieve its operational, reporting, and compliance objectives. The five components are control environment, risk assessment, control activities, information and communication, and monitoring.¹ The components and principles that were evaluated as part of this audit are:

- Risk Assessment
 - OCTA specifies objectives with sufficient clarity to enable the identification and assessment of risks relating to objectives.
 - OCTA identifies risks to the achievement of its objectives across the entity and analyzes risks as a basis for determining how the risks should be managed.
- Control Activities
 - OCTA selects and develops control activities that contribute to the mitigation of risks to the achievement of objectives to acceptable levels.
- Information and Communication
 - OCTA internally communicates information, including objectives and responsibilities for internal control, necessary to support the functioning of internal control.
- Monitoring
 - OCTA selects, develops, and performs ongoing and/or separate evaluations to ascertain whether the components of internal control are present and functioning.
 - OCTA evaluates and communicates internal control deficiencies in a timely manner to those parties responsible for taking corrective action, including senior management and the Board, as appropriate.

The methodology consisted of testing OCTA's PMI standards for compliance with OCTA policy and the manufacturer's preventive maintenance guidelines, testing a sample of inspection work orders for compliance with policy and evidence of supervisory review, testing the mid-life program for compliance with policy, assessing internal controls in determining road call validity and testing a sample of road calls, testing TTS' mock CHP inspections for evidence of monitoring, and testing the monthly MKI reports and quarterly Operations report for consistent communication to management and/or the Board.

¹ See U.S. Government Accountability Office publication, "Standards for Internal Control in the Federal Government," available at <http://www.gao.gov/products/GAO-14-704G>, for more information.

**ORANGE COUNTY TRANSPORTATION AUTHORITY
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Revenue Vehicle Maintenance
May 26, 2020**

The scope is limited to revenue vehicle maintenance for DOFR revenue vehicles. The scope included review of manufacturer's preventive maintenance guidelines for the New Flyer 5700 and 5800 series, review of evidence of the mid-life program for the New Flyer buses that underwent the fiscal year 2017-18 engine repower, testing of all TTS's mock CHP inspections for the last two years, and testing of all MKI reports and quarterly Operations reports posted in the last two years. The scope also included review of 25 road calls selected with a bias towards mechanical road calls and road calls with changes in validity determinations. For a judgmental sample of 25 buses selected to ensure coverage across all bus series, Internal Audit reviewed the Ellipse history to ensure that a full cycle of the eight PMI's was performed along with the supplemental inspections, with testing of the work orders for all PMI's performed in the last six months; one supplemental inspection haphazardly selected; and one repair job haphazardly selected, for evidence of supervisory review. Since the samples are non-statistical, any conclusions are limited to the sample items tested.

We conducted this performance audit in accordance with Generally Accepted Government Auditing Standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

**ORANGE COUNTY TRANSPORTATION AUTHORITY
INTERNAL AUDIT DEPARTMENT
Revenue Vehicle Maintenance
May 26, 2020**

Audit Comment, Recommendation, and Management Response

Preventative Maintenance Work Orders Should be Enhanced to Include all Manufacturer Guidelines or Variances Should be Documented

OCTA's maintenance work order templates did not include several preventive maintenance tasks recommended by the manufacturer: inspection of air compressor discharge lines for carbon buildup every 30,000 miles; replacement of air strainer every 36,000 miles; headlight aim inspection every year; changing of wheelchair ramp hydraulic fluid every year; rebuilding of fire extinguishers every six years and hydrostatic testing every 12 years; and certain component replacements at intervals of five years, six years, and ten years. Additionally, the work order templates are set up to replace power steering fluid every 48,000 miles, instead of the 36,000-mile interval recommended by the manufacturer. Finally, various operating and leakage tests are recommended by the manufacturer, but are not specifically defined in the work orders.

Recommendation 1:

Internal Audit recommends that management either incorporate these tasks into the work order templates or document variances from the manufacturer guidelines with justification.

Management Response:

The Maintenance Department (Maintenance) acknowledges that various work order templates do not include certain preventive maintenance tasks recommended by the manufacturer as outlined in the audit. Maintenance believes that the deviation from the manufacturer recommendations is warranted and has not led to the deterioration of assets or reduced performance.

Maintenance concurs with Internal Audit's recommendation to incorporate these tasks into the work order templates or document variances from the manufacturer recommendation with justification. Maintenance will apply the recommended solution to the items outlined in the audit within the next six months and adopt this procedure for all subsequent deviations going forward.



COMMITTEE TRANSMITTAL

June 22, 2020

To: Members of the Board of Directors

From:  Laurena Weinert, Clerk of the Board

Subject: Agreement for Graphic Design Services for Bus Service Change Materials

Legislative and Communications Committee Meeting of June 18, 2020

Present: Directors Bartlett, Davies, Delgleize, Hennessey, Hernandez, Wagner, and Winterbottom

Absent: None

Committee Vote

Following the roll call vote, this item was declared passed 7-0 by the Members present.

Committee Recommendations

- A. Approve the selection of Digital Graphics Centre as the firm to provide graphic design and production services for bus service change materials.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2178 between the Orange County Transportation Authority and Digital Graphics Centre, in the amount of \$210,000, for a three-year initial term with two, two-year option terms, to provide graphic design and production services for the bus service change materials.



June 18, 2020

To: Legislative and Communications Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Agreement for Graphic Design Services for Bus Service Change Materials

Overview

On March 16, 2020, the Orange County Transportation Authority issued a request for proposals for professional services to provide graphic design and production services for the bus service change materials. Board of Directors' approval is requested to execute an agreement for these services.

Recommendations

- A. Approve the selection of Digital Graphics Centre as the firm to provide graphic design and production services for bus service change materials.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2178 between the Orange County Transportation Authority and Digital Graphics Centre, in the amount of \$210,000, for a three-year initial term with two, two-year option terms, to provide graphic design and production services for the bus service change materials.

Discussion

The Orange County Transportation Authority (OCTA) provides public transportation services to Orange County. OCTA's service area covers approximately 752 square miles throughout Orange County. The transit system includes fixed-route bus service, OC Bus (including local, intracounty and intercounty express routes), OC ACCESS service for those unable to take fixed route, OC Flex on-demand service and Metrolink commuter train service.

It is important for OCTA to keep the public informed about its services and changes that occur in routing and scheduling. The local fixed-route system undergoes three service changes per year, occurring in February, June, and October. There are various printed materials that OCTA uses to communicate

these service changes to customers. The bus book is a comprehensive bus book, which includes pertinent information on how to ride the OCTA bus system, all OCTA bus route maps and schedules, as well as connecting service schedules such as Metrolink, iShuttle, and neighboring county and city bus service maps and schedules. The on-street signage program includes over 5,000 bus stops countywide that provide customers with general information on the routes and schedules that stop at each particular bus stop. The individual route maps are produced and made available to businesses and customers who are interested in only one particular route.

Due to the extensive amount of design and production that is needed to produce all of these materials, OCTA contracts with a third-party firm to provide these materials in a timely manner.

OCTA's current contract for bus service change design and production expires on July 31, 2020, and the continuation of these services is important to continue providing customers with timely service change information.

Historically, OCTA has held shorter-term contracts for these services; however, it was determined that the graphic design program for bus service and change materials would benefit from a longer engagement as it will allow for potential cost savings from a multiyear agreement.

Procurement Approach

The procurement was handled in accordance with OCTA Board of Directors' (Board)-approved procedures for professional services. Award is recommended to the firm offering the most comprehensive overall proposal considering such factors as prior experience with similar projects, staffing and project organization, work plan, as well as cost and price.

On March 16, 2020, Request for Proposals (RFP) 0-2178 was issued electronically on CAMM NET. The project was advertised in a newspaper of general circulation on March 16, and 23, 2020. One addendum was issued to respond to written questions related to the RFP.

On April 15, 2020, five proposals were received. An evaluation committee consisting of OCTA staff from Contracts Administration and Materials Management, Marketing and Customer Engagement, Vanpool Program, General Services, as well as Scheduling and Bus Operations Support departments met to review all proposals received.

The proposals were evaluated based on the following evaluation criteria and weightings:

- Qualifications of the Firm 25 percent
- Staffing and Project Organization 25 percent
- Work Plan 25 percent
- Cost and Price 25 percent

Several factors were considered in establishing evaluation criteria weights. All criteria were weighted the same as it is equally important for this project that the firm demonstrate experience providing similar graphic design and production expertise in bus service change materials. Staffing and project organization is also important as the firm had to present a project team with expertise and skills, as well the availability, to produce the required materials. Through the work plan, the firm had to demonstrate its understanding of the scope of work and its ability to meet the requirements specified. Cost and price was important to ensure OCTA receives value for the services provided.

On April 23, 2020, the evaluation committee reviewed the proposals based on the evaluation criteria and short-listed the three most qualified firms listed below in alphabetical order.

Firm and Location

Art Machine, (AM)
Los Angeles, California

Digital Graphics Centre (DGC)
Fullerton, California

Mix Marketing, LLC (MML)
San Juan Capistrano, California

On April 30, 2020, the evaluation committee conducted interviews with the three short-term firms. Each interview consisted of a presentation to demonstrate the firm's understanding of OCTA's requirements. The firms' project managers and key team members had an opportunity to present each team's qualifications and respond to the evaluation committee's questions. Questions were asked relative to the firm's approach for completing the bus service change materials. In addition, each team was asked specific clarification questions related to its proposal. After considering the responses to the questions asked during the interviews, the evaluation committee reviewed the preliminary ranking and made adjustments to

individual scores. However, DGC remained the highest-ranked firm with the highest overall score.

Based on evaluation of written proposals and the information obtained from the interviews, the evaluation committee recommends DGC for consideration of the award. The following is a brief summary of the proposal evaluation results.

Qualifications of the Firm

Incorporated in 2003, DGC is headquartered in Fullerton, California with a staff of 14 employees. DGC demonstrated relevant experience in graphic design services for bus service change materials. DGC has worked on graphic design and production projects for Santa Monica Transit, Los Angeles County Metropolitan Transportation Authority, OCTA, and private sector organizations such as Boeing, Northrop Grumman, and Raytheon. The firm has a full-service, 24/7 operation without a need for subcontractors.

AM was founded in 1999 and provides graphic design and production services related to bus service change materials. The firm's proposal and interview demonstrated relevant project experience in preparing on-street signage for public agencies, including the Santa Monica Transit and the California Department of Public Health. The firm's proposed subcontractors offer design, production and printing services required to successfully complete the project.

MML was established in 2011 and provides graphic design and production services for The Irvine Company, AAA Travel, and the Catalina Island Chamber of Commerce. MML proposed a subcontractor that it has worked with for over eight years. Although, the firm has experience designing and producing service maps and visitor's guides for the tourism industry, it did not demonstrate experience producing maps with the level of detail and information that are required for the OCTA bus book, route maps, and on-street signage.

Staffing and Project Organization

DGC proposed a senior-level project team with many years of graphic design and production experience. The project manager has over 30 years of experience in the graphic design and production industry. In addition, the firm's staffing plan demonstrated an effective project management approach to ensure sufficient availability of resources to meet the project requirements. Furthermore, DGC's proposal identified key personnel with technical expertise to ensure the required level of support is met while completing the project within budget. The firm provided a detailed project organization chart with resumes for key

personnel. During the interview, the project team members discussed their roles and approach to providing graphic design and production services for the bus service change materials, as well as demonstrated its experience and capabilities in meeting OCTA's requirements. The project team responded to the evaluation committee questions, which demonstrated an understanding of OCTA's project needs.

AM proposed a project team with relevant experience. The proposed project manager has over eight years of experience in the graphic design and production industry. The account supervisor has over 10 years of experience. The proposal mentioned that the firm's account team and creative team would be committed to the project. AM did not identify which members of the key personnel would complete each task. The firm provided a general project organization chart and no resumes. During the interview, the firm's team provided responses to the evaluation committee's questions as to the firm's approach to providing graphic design and production services specified in the scope of work.

MML proposed a project team with relevant experience. The proposed project manager has 15 years of experience. The creative director has over 25 years of experience. The proposal did not identify which members of the key personnel would complete each task. While the project team has graphic design and production experience, the team has limited experience developing individual route maps and demonstrating how the transit map will be created. During the interview, the project team members responded to the evaluation committee's questions, discussed their roles and approach to providing graphic design and production services for bus service change materials.

Work Plan

DGC's work plan demonstrated an understanding of the project requirements by outlining in stages the activities and tasks that would be undertaken during the project. The firm's approach to the work plan included DGC's writer and editor who provides feedback on inconsistencies and catching certain errors. DGC's work plan also identified a proposed schedule for delivering OCTA's Bus Book. DGC indicated that it will leverage its knowledge of OCTA's past projects to refine its graphic design and production process. Furthermore, the firm's workplan included different timelines, schedules, and the ability to use the Apple InDesign platform which is currently used to create OCTA's service change materials. DGC included a variety of samples, which demonstrated the firm's creative capabilities.

AM provided a generic work plan that did not address specifics of the scope of work such as outlining the activities and tasks that would be undertaken during the project. Furthermore, the firm did not demonstrate that they are able to adapt their experience on cited projects with Santa Monica Transit and other public agencies to that of OCTA's project requirements. The firm mentioned in their interview that they had experience using different applications from the Apple InDesign platform, but did not demonstrate knowledge of using the Smart Styles plug-in which is required in the scope of work to be able to design the required materials. The firm provided quality work samples.

MML demonstrated a basic workplan, which lacked the detail to convey their understanding of OCTA's scope of work. The work plan contained no outline of activities and tasks. During the interview, the firm stated they had experience using the different applications from the Apple InDesign platform, but were not certain they would be able to use the Smart Styles plug-in. The firm provided a calendar example of when bus book deliverables would be available to OCTA demonstrating its scheduling capabilities. The firm provided quality work samples.

Cost and Price

Pricing scores were based on a formula which assigned the highest score to the firm with the lowest weighted average hourly rate and scored the other proposals' weighted average hourly rate on their relation to the lowest weighted average hourly rate. DGC proposed the lowest weighted average hourly rate.

Procurement Summary

Based on the evaluation of the written proposals, the firms' qualifications, as well as the information obtained from the interviews, the evaluation committee recommends the selection of Digital Graphics Centre as the top-ranked firm to provide graphic design and production services for bus service change materials. DGC delivered a thorough and comprehensive proposal and interview that were responsive to all the requirements of the RFP.

Fiscal Impact

The project was approved in OCTA's Fiscal Year 2020-21 Budget, External Affairs Division, Account 1837-7519-A3311-1GI, and is locally funded through the Orange County Transit District.

Summary

Staff is recommending the Board authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2178 between the Orange County Transportation Authority and Digital Graphics Centre, in the amount of \$210,000 for a three-year initial term with two, two-year option terms, to provide graphic design and production services for the bus service change materials.

Attachments

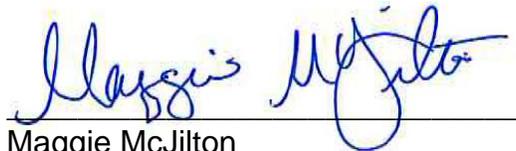
- A. Review of Proposals, RFP 0-2178 Graphic Design Services for Bus Service Change Materials
- B. Proposal Evaluation Matrix (Short-Listed Firms), RFP 0-2178 Graphic Design Services for Bus Service Change Materials
- C. Contract History for the Past Two Years, RFP 0-2178 Graphic Design Services for Bus Service Change Materials

Prepared by:



Jennifer O'Connor
Marketing Specialist, Principal
(714) 560-5369

Approved by:



Maggie McJilton
Interim Executive Director, External
Affairs
(714) 560-5824



Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623

Review of Proposals
RFP 0-2178 Graphic Design Services For Bus Service Change Materials
 Presented to Legislative and Communications Committee - June 18, 2020
 5 proposals were received, 3 firms were interviewed, 1 firm is being recommended.

Overall Ranking	Proposal Score	Firm & Location	Sub-Contractors	Evaluation Committee Comments	Weighted Average Hourly Rate
1	86	Digital Graphics Centre Fullerton, California	None	Highest-ranked firm overall. Experience with graphic design projects. Provided graphic design services to OCTA. Proposed project manager has 30 years of experience. Proposed project team is knowledgeable with relevant experience. Discussed approach for each element, including using Apple InDesign platform, using Smart Styles plug-in to link excel files to create bus service change materials. Proposed to leverage experience working with and knowledge of OCTA. Demonstrated an understanding of the project schedule. Proposed lowest weighted average hourly rate.	\$49
2	58	Art Machine Los Angeles, California	Graphic Trends Primary Color Lithographix Colonnet Press	Second-ranked firm. Experience with graphic design projects. Proposed to utilize four subcontractors for this project. Proposed project manager has eight years of experience. Proposed account supervisor has over ten years of experience. Proposed project team has relevant experience The firm's approach was basic and addressed similar projects with the Santa Monica transit, but was not able to adapt their experience to OCTA's project requirements. The firm mentioned in their interview that they had experience using different application from the Apple InDesign platform, but did not make a reference to knowing how to use the Smart Styles plug-in to link excel files to create bus service change materials. Proposed significantly higher rates from the lowest to highest range of \$46 to \$158, they were in third place.	\$103.45
3	55	Mix Marketing, LLC San Juan Capistrano, California	Primary Color	Experience with graphic design projects. Proposed subcontractor has graphic design experience. Proposed project manager has 15 years of experience. Proposed project team has relevant experience. During the interview the firm addressed past similar projects with the Irvine Company's maps for the iShuttle transportation service maps and Catalina Island Chamber of Commerce visitors guide and pocket map, but was not able to adapt their experience to our scope of work. During the interview the firm stated they had experience using the different applications from the Apple InDesign platform, but were not certain they would be able to use the Smart Styles plug-in to link excel files to create bus service change materials. Proposed significantly higher rates from the lowest to highest range of \$46 to \$158, they were in fourth place.	\$115

Evaluation Panel:

- Contracts Administration and Materials Management (1)
- Marketing and Customer Engagement (1)
- Vanpool Program (1)
- General Services (1)
- Scheduling and Bus Operations Support (1)

Proposal Criteria

- Qualifications of the Firm
- Staffing and Project Organization
- Work Plan
- Cost and Price

Weight Factors

- 25%
- 25%
- 25%
- 25%

PROPOSAL EVALUATION CRITERIA MATRIX (Short-Listed Firms)
RFP 0-2178 Graphic Design Services For Bus Service Change Materials

Digital Graphics Centre						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.0	4.5	4.0	4.5	4.0	5	21.0
Staffing/Project Organization	4.0	4.5	4.0	4.0	4.0	5	20.5
Work Plan	4.0	4.5	4.0	4.5	4.0	5	21.0
Cost and Price	4.7	4.7	4.7	4.7	4.7	5	23.5
Overall Score	83.5	91.0	83.5	88.5	83.5		86

Art Machine						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	3.5	4.0	3.5	4.0	3.5	5	18.5
Staffing/Project Organization	3.0	3.0	2.5	3.0	3.0	5	14.5
Work Plan	3.0	3.0	2.5	2.5	3.0	5	14.0
Cost and Price	2.2	2.2	2.2	2.2	2.2	5	11.0
Overall Score	58.5	61.0	53.5	58.5	58.5		58

Mix Marketing, LLC						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	3.0	3.0	3.0	3.0	3.0	5	15.0
Staffing/Project Organization	3.0	3.0	3.0	2.5	3.0	5	14.5
Work Plan	3.0	3.0	3.0	3.0	3.0	5	15.0
Cost and Price	2.0	2.0	2.0	2.0	2.0	5	10.0
Overall Score	55.0	55.0	55.0	52.5	55.0		55

Range of scores for non-short-listed firms was 40 to 50.



COMMITTEE TRANSMITTAL

June 22, 2020

To: Members of the Board of Directors
From:  Laurena Weinert, Clerk of the Board
Subject: Agreement for Printing, Packaging, and Delivery of the Bus Book

Legislative and Communications Committee Meeting of June 18, 2020

Present: Directors Bartlett, Davies, Delgleize, Hennessey, Hernandez, Wagner, and Winterbottom
Absent: None

Committee Vote

Following the roll call vote, this item was declared passed 7-0 by the Members present.

Committee Recommendations

- A. Approve the selection of Southwest Offset Printing Co., Inc. as the firm to provide printing, packaging, and delivery of bus books in support of bus service change communications.

- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2198 between the Orange County Transportation Authority and Southwest Offset Printing Co., Inc., in the amount of \$180,000, for a three-year initial term with two, two-year option terms, to provide printing, packaging, and delivery of bus books in support of bus service change communications, on an as-needed basis.



June 18, 2020

To: Legislative and Communications Committee

From: Darrell E. Johnson, Chief Executive Officer

A handwritten signature in blue ink, appearing to read "Darrell Johnson", is written over the "From:" line.

Subject: Agreement for Printing, Packaging, and Delivery of the Bus Book

Overview

The Orange County Transportation Authority provides the public with bus service information to the public through a variety of means including the printed bus book, which is updated for each major service change with new maps, schedules, and other essential information. Consultant services are used to provide printing, packaging, and delivery of bus books for bus service changes. The current contract will expire on August 31, 2020. Board of Directors' approval is requested to execute an agreement to continue providing printing, packaging, and delivery of bus books in support of bus service change communications.

Recommendations

- A. Approve the selection of Southwest Offset Printing Co., Inc. as the firm to provide printing, packaging, and delivery of bus books in support of bus service change communications.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2198 between the Orange County Transportation Authority and Southwest Offset Printing Co., Inc., in the amount of \$180,000, for a three-year initial term with two, two-year option terms, to provide printing, packaging, and delivery of bus books in support of bus service change communications, on an as-needed basis.

Discussion

The Orange County Transportation Authority (OCTA) operates fixed-route bus service, OC ACCESS service for people unable to use traditional fixed-routes, OC Flex on-demand service, and provides funding for Metrolink commuter rail service to serve Orange County's residents and commuters. OCTA provides the public with bus service information through a variety of means, including the printed bus book, a comprehensive booklet, and other customer

communications. While the volume of printed bus books has declined over the years due to the availability of information on OCTA's website and third-party apps, printed bus books are made available to those who cannot readily access the internet or prefer a hard copy.

The bus book is revised with new maps, schedules, and other essential information when the fixed-route system undergoes each of the three (3) planned major service changes per year, occurring in February, June, and October. Additional important information contained in the bus book includes how to ride and purchase a pass, as well as connecting service schedules, including Metrolink, iShuttle, and neighboring county and city bus route maps and schedules. With each service change, updated bus books are printed, distributed, and sold on-board the bus and at the OCTA Store priced at \$1.00 per booklet to mitigate waste. While sales aboard buses are currently suspended due to the novel coronavirus (COVID-19), sales will resume once it is safe to do so.

During the past couple of years, print quantities have been reduced from 60,000 to 35,000 bus books per service change. Based on the downward trend in demand for printed bus books, the planned print quantity for bus books in fiscal year 2020-21 is up to 30,000 units per service change, with actual print quantities driven by bus service levels and ridership demand. New bus books will not be printed for the June 2020 service change due to COVID-19, but will be available to download from OCTA's website.

The print quantities and the number of pages in the bus book are outside of the capability of the OCTA internal print shop. The assistance of an outside printing firm is required to print, stitch, package, and deliver the bus book three times a year before each planned major service change.

OCTA's current contract for bus book printing, packaging, and delivery services is set to expire on August 31, 2020. A new service provider is required to continue to print and deliver the bus book in support of OCTA's three bus service changes.

Historically, OCTA has held shorter-term contracts for these services; however, it was determined that the bus book printing program will benefit from a longer engagement as it will allow a consistent workflow and potential cost savings from higher print volume commitments resulting from a multiyear agreement.

Firm and Location

Southwest Offset Printing Co., Inc. (Southwest)
Gardena, California

The PM Group, Inc. (PMG)
Lake Forest, California

On May 6, 2020, the evaluation committee conducted interviews with both short-listed firms. The interview consisted of a presentation to demonstrate the firms' understanding of OCTA's requirements. Each firm's project managers and key team members had an opportunity to present their team's qualifications and respond to the evaluation committee's questions. Questions were related to equipment availability and specifications, similar projects, staff responsibilities, and quality control measures. In addition, each team was asked specific clarification questions related to its proposal.

At the conclusion of the interview, both firms were requested to submit a best and final offer (BAFO). The BAFO requested the firms to provide more competitive fully-burdened firm-fixed unit prices. Both firms made adjustments to their proposed pricing, which resulted in overall lower costs.

After considering the responses to the questions asked during the interviews and the BAFO, the evaluation committee reviewed the preliminary ranking and made adjustments to individual scores. However, Southwest remained the top-ranked firm with the highest overall score.

Based on the evaluation of the written technical proposals and the information obtained from the interviews, the evaluation committee recommends Southwest for consideration of the award. The following is a brief summary of the proposal evaluation results.

Qualifications of the Firm

Southwest was founded in 1988 in Gardena, California. The firm provided a detailed equipment list with specifications. Southwest demonstrated relevant experience in the printing industry with work on projects similar to the scope of work. The firm did not propose to utilize any subcontractors. Current existing customers include; USA Today, The Daily News, Long Beach Press Telegram, Hollywood Reporter and public entities including OCTA, OmniTrans, and the City of Gardena. Southwest's facilities are operational 24/7, 365 days a year, and has over 350,000 square feet of printing space.

PMG is a print management firm founded in 1996 and is based in Lake Forest, California. The firm has experience working with government entities, cities, municipalities and agencies including Orange County Fire Authority, Los Angeles Unified School District, and the City of Garden Grove. The firm does not have experience providing direct printing services as required; however, PMG elaborated in their interview that the firm acts as a manufacturer representative to approximately six to eight shops and outsources work to each shop. PMG's proposal was unclear on the use of subcontractors and during the interview; the firm was unable to explain the relationship with the manufacturers identified in the proposal who would perform the physical printing, packaging, and delivery of bus books.

Staffing and Project Organization

Southwest proposed a knowledgeable project team with experience working on projects including OCTA's current bus books. The proposed project manager has 25 years of experience working in the graphic arts industry. The proposed supporting key staff have a combined 40 years of experience in the printing industry. The firm's proposed staffing plan demonstrated availability for support and oversight of OCTA's printing needs. The project team's experience includes graphic arts, printing, project management, accounting, sales, customer service, scheduling, production, and logistics. The project team's resumes and organizational chart detailed the staff allocation for the project. During their interview, the firm discussed staff roles and responsibilities, as well as explained staff background and experience with the company.

PMG proposed a knowledgeable staff for bus book printing. The proposed project manager is the president of PMG and has 35 years of experience in the printing industry. The proposed supporting key staff have a combined 80 years of printing industry experience. During the interview, the firm discussed the roles and responsibilities of staff. However, PMG stated that the printing work would be outsourced to manufacturers with individuals who were not identified in the proposal.

Work Plan

Southwest presented a work plan that addressed all elements of the scope of work. The firm discussed its approach to managing print requests from project scheduling and proof approval, to plate production and shipping and delivery. Southwest indicated that it will leverage its knowledge of OCTA and past bus book projects to refine workflow and improve delivery of products. The firm discussed the technical specifications for the print, package, and delivery of bus

books and use of equipment with specifications. The firm expanded on its approach during the interview and provided an outline for activities including production planning, proofing, pre-press, pre-bindery planning, and deliveries. Southwest described its quality control process that is implemented during each step of the work plan. Quality control checks are performed throughout the workflow from when the OCTA project manager submits a request for printing to when job ticket plates go to press to ensure successful deliveries. During the interview, the firm provided more detailed descriptions of the equipment that will be used.

PMG provided a day-to-day plan for print package and delivery of bus books. The firm discussed its approach to implementing quality control measures to ensure successful delivery of bus books. The firm emphasized proofing and budget controls for completion of deliverables. The firm detailed the delivery of bus books to OCTA locations, as well as housing the balance of bus books for OCTA. While PMG provided detail into its ability to deliver the orders, the firm was not able to provide details of the manufacturing processes, since those processes vary depending on the manufacturer that is utilized for a specific print job.

Cost and Price

Pricing scores were based on a formula which assigned the highest score to the firm with the lowest average firm-fixed unit price per bus book and scored the other proposals' average firm-fixed unit price on their relation to the lowest average firm-fixed unit price. Southwest proposed the second lowest average firm-fixed unit price among the proposing firms.

Procurement Summary

Based on the evaluation of written proposals, the firm's qualifications, as well as information obtained from the interviews and BAFO, the evaluation committee recommends the selection of Southwest Offset Printing Co., Inc. as the top-ranked firm to print, package, and deliver bus books. Southwest delivered a thorough and comprehensive proposal and an interview that was responsive to all requirements of the RFP.

Fiscal Impact

Bus Book Printing, Packaging, and Delivery services are included in OCTA's Fiscal Year 2020-21 Budget, External Affairs, Marketing,

Account No. 1837-7519-A3311-1G1, and will be funded through the Orange County Transit District Fund 30.

Summary

Staff is recommending the Board authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2198 between the Orange County Transportation Authority and Southwest Offset Printing Co., Inc., in the amount of \$180,000 for a three-year initial term with two, two-year option terms, to provide bus book printing, packaging, and delivery services in support of bus service changes.

Attachments

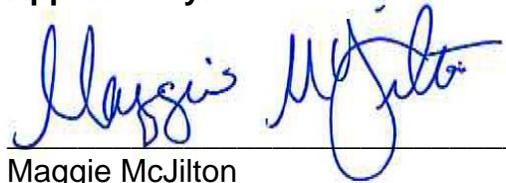
- A. Review of Proposals RFP 0-2198 Print, Package and Deliver Bus Book
- B. Proposal Evaluation Criteria Matrix (Short-Listed Firms) RFP 0-2198 Print, Package and Deliver Bus Book
- C. Contract History for the Past Two Years, RFP 0-2198 Print, Package, and Deliver Bus Book

Prepared by:



Jennifer O'Connor
Marketing Specialist, Principal
(714) 560-5369

Approved by:



Maggie McJilton
Interim Executive Director,
External Affairs
(714) 560-5824



Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623

Review of Proposals
RFP 0-2198 Print, Package and Deliver Bus Book
 Transit Committee - June 18, 2020

3 firms proposed, 2 firms were interviewed, 1 firm is being recommended

Overall Ranking	Proposal Score	Firm & Location	Sub-Contractors	Evaluation Committee Comments	Average Firm-Fixed Unit Cost
1	82	Southwest Offset Printing Co. Inc. Gardena, California	None	Highest-ranked firm overall. Experience with bus book printing jobs. Provided bus book printing services to OCTA previously Proposed sales executive/project manager has 25 years of experience. Proposed key staff has extensive work history in the printing industry Proposed project team is knowledgeable with relevant experience. Discussed approach for each element in the scope of work. Proposed to leverage experience working with and knowledge of OCTA. Demonstrated an understanding of the project schedule. Presented approach and answered all questions during the interview. Received positive responses from references. Discussed equipment specifications and use.	\$0.43/Bus Book
2	66	The PM Group Lake Forest, California	None	The firm has experience working with public entities and agencies. Company is recognized as California's first solar powered printing company. Proposed account executive has 40 years in the printing industry. Discussed approach for providing bus books. Firm utilizes manufacturing partnerships for bus book production. Firm discussed quality control measures. Presented approach but was unable to answer all questions during interview. Received positive responses from references. Proposed lowest cost.	\$0.41/Bus Book

Evaluation Panel:

- Internal:
 Contracts Administration and Materials Management (1)
 Marketing and Customer Engagement (1)
 General Services(1)
 Scheduling and Bus Operations Support (2)

Proposal Criteria

- Qualifications of the Firm
 Staffing and Project Organization
 Work Plan
 Cost and Price

Weight Factors

- 25%
 25%
 25%
 25%

**PROPOSAL EVALUATION CRITERIA MATRIX (Short-Listed Firms)
RFP 0-2198 Print, Package and Deliver Bus Book**

Southwest Offset Printing Co., Inc.						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.0	4.0	4.0	4.0	4.0	5	20.0
Staffing/Project Organization	4.0	3.5	4.0	4.0	3.5	5	19.0
Work Plan	3.5	3.5	3.5	4.0	4.0	5	18.5
Cost and Price	4.8	4.8	4.8	4.8	4.8	5	24.0
Overall Score	81.5	79.0	81.5	84.0	81.5		82

The PM Group						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	3.0	2.5	2.5	2.5	2.5	5	13.0
Staffing/Project Organization	3.0	2.5	2.5	3.0	3.0	5	14.0
Work Plan	2.5	2.5	2.5	3.0	3.0	5	13.5
Cost and Price	5.0	5.0	5.0	5.0	5.0	5	25.0
Overall Score	67.5	62.5	62.5	67.5	67.5		66

Short-listed firm score: 46



COMMITTEE TRANSMITTAL

June 22, 2020

To: Members of the Board of Directors

From: *RW*
Laurena Weinert, Clerk of the Board

Subject: Amendment to Agreement with MV Transportation, Inc., for the OC ACCESS Service

Transit Committee Meeting of June 11, 2020

Present: Directors Davies, Do, Jones, Pulido, Shaw, Sidhu, and Winterbottom

Absent: None

Committee Vote

Following the roll call vote, this item was declared passed 7-0 by the Members present.

Committee Recommendation

Authorize the Chief Executive Officer to execute Amendment No. 9 to Agreement No. C-2-1865 between the Orange County Transportation Authority and MV Transportation, Inc., in the amount of \$24,377,535, to extend the term of the agreement for an additional six months to operate the OC ACCESS service through December 31, 2021. This will increase the maximum obligation amount of the agreement to \$375,620,065.



June 11, 2020

To: Transit Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Amendment to Agreement with MV Transportation, Inc., for the OC ACCESS Service

Overview

On July 1, 2013, the Orange County Transportation Authority Board of Directors approved an agreement with MV Transportation, Inc., for the management and operation of OC ACCESS service, which was subsequently extended through June 30, 2021. On March 19, 2020, the Governor issued a stay-at-home order in response to the novel coronavirus, which resulted in a significant decrease in OC ACCESS ridership. Staff requests an extension of the existing agreement through December 31, 2021, to allow time for the Orange County Transportation Authority to evaluate the novel coronavirus impact on the OC ACCESS service and to provide prospective proposers sufficient time to review and respond to a request for proposals.

Recommendation

Authorize the Chief Executive Officer to execute Amendment No. 9 to Agreement No. C-2-1865 between the Orange County Transportation Authority and MV Transportation, Inc., in the amount of \$24,377,535, to extend the term of the agreement for an additional six months to operate the OC ACCESS service through December 31, 2021. This will increase the maximum obligation amount of the agreement to \$375,620,065.

Discussion

The Americans with Disabilities Act (ADA) requires agencies that operate fixed-route bus service to provide complementary paratransit service for individuals with disabilities who are unable to use the fixed-route system. To comply with ADA, the Orange County Transportation Authority (OCTA) implemented the OC ACCESS service in 1993. The OC ACCESS service is different from traditional fixed-route service, requiring passengers to complete an

in-person assessment to become eligible, advance reservations, and subscription service is available.

MV Transportation, Inc. (MV), has managed, operated, and maintained the vehicles for the OC ACCESS service since 2013. The original agreement included an initial term of four years, with two, two-year option terms. Under this agreement, MV provides the primary OC ACCESS service using OCTA-owned vehicles. In order to enhance service efficiency and cost effectiveness, MV has a subcontract with Yellow Cab of Greater Orange County, Inc., to provide supplemental OC ACCESS service using smaller vehicles that are only deployed when needed. This arrangement has resulted in the OCTA-provided OC ACCESS fleet remaining consistent at 248 vehicles throughout the initial term and first, two-year option term.

Staff had planned to seek Board of Directors (Board) approval to release a request for proposals (RFP) to procure a new agreement for the provision of OC ACCESS services in April 2020. However, as a result of the novel coronavirus (COVID-19) pandemic priorities shifted and staff resources were diverted to address operational responses and challenges. A six-month extension will allow staff to consider the long-term implications of the pandemic and incorporate any necessary health and safety adjustments that are now recommended into the scope of work to provide future OC ACCESS service in. Staff plans to bring an RFP for the provision of OC ACCESS services to the Board for consideration before the end of the year.

To continue beyond the second, two-year option term, OCTA staff estimated the cost of the OC ACCESS service for the first six months of the proposed fiscal year 2020-21 budget.

Procurement Approach

On March 25, 2013, the Board approved a contract for a four-year initial term with two, two-year option terms with MV to provide turnkey management and operation of the OC ACCESS service from July 1, 2013 through June 30, 2017. The first two-year option term was executed in June 2017 and the second two-year option term was executed in July 2019, with Board approval. The procurement was handled in accordance with OCTA Board-approved policies and procedures for professional and technical services. The original agreement was awarded on a competitive basis and was previously amended, as described in Attachment A.

The proposed Amendment No. 9 is to extend the term of the agreement for six months to provide OC ACCESS service through December 31, 2021. During

the proposed six-month extension to the agreement, OCTA will continue to reimburse MV based on the same fixed and variable vehicle hour rates as those in the second option term. Amending the agreement will increase the maximum cumulative obligation by \$24,377,535, bringing the total contract value to \$375,620,065 for continued management, operation, and vehicle maintenance of the OC ACCESS service.

Staff will issue a solicitation within the next six months for a new procurement for the OC ACCESS service beginning on January 1, 2022.

Fiscal Impact

Funding for Amendment No. 9 to Agreement No. C-2-1865 is included in the OCTA Proposed Fiscal Year 2021-22 Budget, Operations Division.

Summary

Authorize the Chief Executive Officer to execute Amendment No. 9 to Agreement No. C-2-1865 between OCTA and MV, in the amount of \$24,377,535, to extend the term of the agreement for an additional six months to operate the OC ACCESS service through December 31, 2021. The total contract value will be \$375,620,065.

Attachment

- A. MV Transportation, Inc., Agreement No. C-2-1865 Fact Sheet

Prepared by:

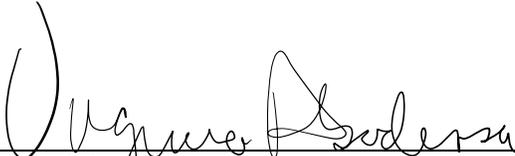


Jack Garate
Department Manager, Paratransit
Services
714-560-5387

Approved by:



Beth McCormick
Executive Director, Operations
714-560-5964



Virginia Abadessa
Director, Contracts Administration and
Materials Management
714-560-5623



Jennifer L. Bergener
Chief Operating Officer, Operations/
Deputy Chief Executive Officer
714-560-5462

**MV Transportation, Inc.
Agreement No. C-2-1865 Fact Sheet**

1. March 25, 2013, Agreement No. C-2-1865, \$156,690,376, approved by the Board of Directors (Board).
 - Agreement to provide all management and operation of ACCESS service.
 - Initial term effective July 1, 2013 through June 30, 2017, with two, two-year option terms.
2. February 27, 2014, Amendment No. 1 to Agreement No. C-2-1865, \$0, approved by Contracts Administration and Materials Management (CAMM) Department.
 - Amendment to revise key personnel.
3. June 20, 2014, Amendment No. 2 to Agreement No. C-2-1865, \$37,853, approved by CAMM.
 - Amendment to add decommissioning of vehicles to be utilized in the Senior Mobility Program (SMP).
4. December 28, 2015, Amendment No. 3 to Agreement No. C-2-1865, \$60,000, approved by CAMM.
 - Amendment to continue providing inspections, general maintenance and painting service of vehicles utilized in the SMP.
5. June 13, 2016, Amendment No. 4 to Agreement No. C-2-1865, \$7,841,232, approved by the Board.
 - Amendment to accommodate the costs associated with increased demand for service.
6. June 12, 2017, Amendment No. 5 to Agreement No. C-2-1865, \$90,982,108, approved by the Board.
 - Amendment to exercise the first two-year option term and extend the agreement term to June 30, 2019.
7. April 26, 2018, Amendment No. 6 to Agreement No. C-2-1865, \$0, approved by CAMM.
 - Amendment to revise Exhibit A, Scope of Work related to assessment of penalties, performance of repair, and/or replacement of major components, as well as increase service at the call center for Same-Day Taxi.

8. September 10, 2018, Amendment No. 7 to Agreement No. C-2-1865, \$0, approval by CAMM.
 - Amendment to update insurance requirements.
9. November 12, 2018, Amendment No. 8 to Agreement No. C-2-1865, \$95,630,961, approved by the Board.
 - Amendment to exercise the second two-year option term and extend the agreement term to June 30, 2021.
10. June 22, 2020, Amendment No. 9 to Agreement No. C-2-1865, \$24,377,535, pending approval by the Board.
 - Amendment to extend the agreement term to December 31, 2021.

Total committed to MV Transportation, Inc., Agreement No. C-2-1865: \$375,620,065.



COMMITTEE TRANSMITTAL

June 22, 2020

To: Members of the Board of Directors

From: *Lu*
Laurena Weinert, Clerk of the Board

Subject: Amendment to Agreement with First Transit, Inc., for the Provision of Contracted Fixed-Route Service

Transit Committee Meeting of June 11, 2020

Present: Directors Davies, Do, Jones, Pulido, Shaw, Sidhu, and Winterbottom

Absent: None

Committee Vote

Following the roll call vote, this item was declared passed 7-0 by the Members present.

Committee Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 10 to Agreement No. C-4-1737 between the Orange County Transportation Authority and First Transit, Inc., to allow reimbursement of specific expenses related to the novel coronavirus pandemic on a pass-through basis estimated to be \$1,750,555, for the period March 23 through June 13, 2020.



June 11, 2020

To: Transit Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Amendment to Agreement with First Transit, Inc., for the Provision of Contracted Fixed-Route Service

Overview

On March 23, 2015, the Orange County Transportation Authority Board of Directors approved an agreement with First Transit, Inc., for the management and operation of contracted fixed-route service, which was extended through May 31, 2021. On March 23, 2020, as a result of the novel coronavirus pandemic, OC Bus fixed-route service was reduced to Sunday service levels seven days a week. This temporary, emergency action reduced the amount of service provided by First Transit, Inc. under this agreement by more than 50 percent. First Transit, Inc. has requested financial relief to cover expenses incurred related to employees and operations as the result of the novel coronavirus pandemic through June 13, 2020. The Coronavirus Aid, Relief, and Economic Security Act of 2020, specifically provides for this relief with guidance from the Federal Transit Administration. Staff requests approval of an amendment to the agreement with First Transit, Inc., to provide financial relief for costs related to the coronavirus pandemic through June 13, 2020, in an amount estimated to be \$1,750,555.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 10 to Agreement No. C-4-1737 between the Orange County Transportation Authority and First Transit, Inc., to allow reimbursement of specific expenses related to the novel coronavirus pandemic on a pass-through basis estimated to be \$1,750,555, for the period March 23 through June 13, 2020.

Discussion

The Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020 specifies funds may be used to prevent, prepare for, and respond to the novel

coronavirus (COVID-19). With guidance from the Federal Transit Administration (FTA), this includes operating expenses defined as the costs necessary to operate, maintain, and manage a public transportation system, and other expenses such as driver salaries, fuel, and items having a useful life of less than one year, including personal protective equipment (PPE) and cleaning supplies.

Third-party contractors with more than 500 employees providing services on behalf of transit agencies are also eligible to receive CARES Act funds, working through the public transit agency.

Similar to the transit agency, contractor expenses covered by the CARES Act include salaries and benefits for contract employees on leave due to reduced service, provision of PPE and cleaning supplies, and other expenses related to maintaining a state of readiness so that the contractor can return to normal operation as necessary.

Under the federal guidance, transit agencies are permitted to modify existing contracts to pay for eligible expenses required to retain readiness through the CARES Act, even if service is reduced.

Prior to the March 23, 2020, reduction in OC Bus service in response to COVID-19, First Transit, Inc. (FT) provided approximately 40 percent of the total 1.6 million annual revenue vehicle hours for the system. With the implementation of the Sunday service schedule seven days a week, the amount of service provided by FT was reduced by more than 50 percent. This resulted in FT modifying their work plan, which included placing a portion of the staff on a furlough status, purchasing and distributing PPE, and enhanced cleaning/disinfecting for vehicles and employee work areas to help prevent the spread of COVID-19.

As a result, FT is requesting relief from the Orange County Transportation Authority (OCTA) as provided through the CARES Act. Staff met with FT to identify and quantify the costs associated with implementing additional safety precautions and a reduced service schedule in response to the COVID-19 pandemic. From March 2020 through June 13, 2020, the estimated financial impact to FT is \$1,750,555. Staff proposes to amend the agreement with FT to allow actual costs to be reimbursed for this period of time on a pass-through basis from OCTA. FT is responsible to provide detailed back-up documentation to justify the expenses related to COVID-19. Staff will continue discussions with FT related to COVID-19 impacts as service levels are adjusted to meet increasing demand.

Procurement Approach

This procurement was handled in accordance with OCTA Board of Directors (Board)-approved policies and procedures for professional and technical services.

On March 23, 2015, the Board approved a contract with FT for a four-year initial term with two, two-year option terms in the amount of \$143,487,171, from June 1, 2015 through May 31, 2019. The original agreement was awarded on a competitive basis and was previously amended as described in Attachment A.

The proposed Amendment No. 10 will be issued to include specific language in the agreement to allow reimbursement of certain expenses related to the current COVID-19 pandemic on a pass-through basis with a not-to-exceed amount as agreed upon through negotiations for the months starting from March 23, 2020 through June 13, 2020.

OCTA staff from the Contracts Administration and Materials Management, Financial Planning and Analysis, as well as Bus Operations departments have reviewed all the itemized costs of eligible expenses including salaries and benefits for contract employees on leave due to reduced service, bus maintenance costs, and PPE and cleaning supplies provided by FT. Based on the reduced service level, the total cost of PPE and cleaning supplies to meet the safety requirements, and the level of efforts associated with maintaining the buses, staff found the estimated pass-through total amount to be fair and reasonable.

Amending this agreement will increase the maximum cumulative obligation by \$1,750,555, bringing the total contract value to \$244,322,343.

Fiscal Impact

The cost associated with this amendment is fully reimbursable via the CARES Act.

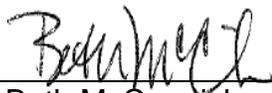
Summary

Based on the information provided, staff recommends award of Amendment No. 10 to Agreement No. C-4-1737 between OCTA and FT, in the amount of \$1,750,555, to allow reimbursement of specific expenses related to the current COVID-19 pandemic on a pass-through basis, for the period March 23 through June 13, 2020.

Attachment

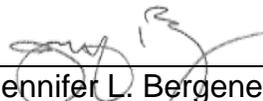
- A. First Transit, Inc., Agreement No. C-4-1737 Fact Sheet

Prepared by:

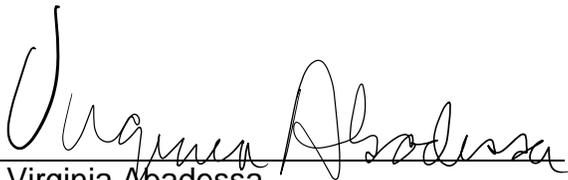


Beth McCormick
Executive Director, Operations
714-560-5964

Approved by:



Jennifer L. Bergener
Chief Operating Officer, Operations/
Deputy Chief Executive Officer
714-560-5462



Virginia Abadessa
Director, Contracts Administration and
Materials Management
714-560-5623

**First Transit, Inc.
Agreement No. C-4-1737 Fact Sheet**

1. March 23, 2015, Agreement No. C-4-1737, \$143,487,171, approved by the Board of Directors (Board).
 - Agreement to provide all management and operation of contracted fixed-route, StationLink, and express bus service.
 - Initial term effective June 1, 2015 through May 31, 2019, with two, two-year option terms.
2. October 26, 2015, Amendment No. 1 to Agreement No. C-4-1737, \$0, approved by Contracts Administration and Materials Management (CAMM) Department.
 - Amendment to reimburse for costs associated with start-up of the operation.
 - Reimbursement costs for the start-up of the operation were included as part of the original agreement.
3. May 23, 2016, Amendment No. 2 to Agreement No. C-4-1737, \$3,476,956, approved by the Board.
 - Amendment to transfer the management and operation of the iShuttle service to First Transit, Inc., on June 13, 2016.
4. November 14, 2016, Amendment No. 3 to Agreement No. C-4-1737, \$1,838,402, approved by the Board.
 - Amendment to accommodate the operation of additional community circulator services through the Measure M2, Project V program.
5. April 10, 2018, Amendment No. 4 to Agreement No. C-4-1737, -(\$286,021), approved by CAMM.
 - Amendment to update the price summary to capture the original contract amount and subsequent addenda.
6. April 26, 2018, Amendment No. 5 to Agreement No. C-4-1737, \$0, approved by CAMM.
 - Amendment to revise exhibit A, scope of work, related to assessment of penalties, performance of repair, and/or replacement of major mechanical components.

7. June 25, 2018, Amendment No. 6 to Agreement No. C-4-1737, \$383,744, approved by the Board.
 - Amendment to increase service to accommodate the expansion of the iShuttle service.
8. November 2, 2018, Amendment No. 7 to Agreement No. C-4-1737, \$0, approved by CAMM.
 - Amendment to update First Transit key personnel assigned to the local management team.
9. November 12, 2018, Amendment No. 8 to Agreement No. C-4-1737, \$87,126,726, approved by the Board.
 - Amendment to exercise the first two-year option term to extend the current agreement through May 31, 2021.
10. June 24, 2019, Amendment No. 9 to Agreement No. C-4-1737, \$6,544,810, approved by the Board.
 - Amendment to increase the contract value to accommodate a wage increase for coach operators, dispatchers, road supervisors, and trainers.
11. June 22, 2020, Amendment No. 10 to Agreement No. C-4-1737, \$1,750,555, pending approval by the Board.

Total committed to First Transit, Inc., Agreement No. C-4-1737: \$ 244,322,343.



COMMITTEE TRANSMITTAL

June 22, 2020

To: Members of the Board of Directors
From: *RW*
Laurena Weinert, Clerk of the Board
Subject: Bus Operations Performance Measurements Report for the Third Quarter of Fiscal Year 2019-20

Transit Committee Meeting of June 11, 2020

Present: Directors Davies, Do, Jones, Pulido, Shaw, Sidhu, and Winterbottom
Absent: None

Committee Vote

Following the discussion, no action was taken on this receive and file information item.

Staff Recommendation

Receive and file as an information item.



June 11, 2020

To: Transit Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Bus Operations Performance Measurements Report for the Third Quarter of Fiscal Year 2019-20

Overview

The Orange County Transportation Authority operates fixed-route bus and demand-response paratransit service throughout Orange County and into neighboring counties. The established measures of performance for these services assess the safety, courtesy, reliability, and overall quality of these services. This report summarizes the year-to-date performance of these services through the third quarter of fiscal year 2019-20.

Recommendation

Receive and file as an information item.

Background

The Orange County Transportation Authority (OCTA) operates a countywide network of 60 routes, including local, community, rail connector, and express bus routes serving over 5,000 bus stops. Fixed-route bus (OC Bus) service operates in a 798 square-mile area, serving more than three million residents in 34 cities and unincorporated areas, with connections to transit services in Orange, Los Angeles, and Riverside counties. OCTA provides these services through both directly-operated (DOFR) and contracted fixed-route service (CFR). OCTA also provides OC ACCESS, a federally-mandated paratransit service, which is a shared-ride program available for people unable to use the OC Bus service because of functional limitations. Performance measures for both, OC Bus and OC ACCESS services are summarized and reported quarterly (Attachment A).

Discussion

This report provides an update on the performance of the OC Bus and OC ACCESS services by presenting the current trends and comparisons with OCTA-established performance standards for transit system safety, courtesy, and reliability. OCTA counts preventable vehicle accidents to evaluate system safety, customer complaints to assess courtesy, and uses both on-time performance and miles between road calls (MBRC) to measure service reliability. This report includes year-to-date performance through the third quarter, including the months of January, February, and March of fiscal year (FY) 2019-20.

It is important to note that OCTA implemented a reduced service schedule for OC Bus on March 23, 2020 in response to the novel coronavirus (COVID-19) pandemic. The impact that COVID-19 has had on both OC Bus and OC ACCESS has been significant, but because the impacts did not begin to manifest themselves until mid-March, the impact on the performance metrics for the entire three-month period is not significant. Impacts as a result of COVID-19 will be much more evident and discussed in the performance measures report for the following quarter.

- Safety – DOFR OC Bus and OC ACCESS services both remain below the accident frequency standard as the number of preventable accidents recorded for each mode exceeded one preventable accident per 100,000 service miles for the year-to-date numbers. OCTA Operations staff have continued to focus on and stress the importance of safety, conduct safety-related campaigns, and promote the safe driving award program. Improvements were realized between January and March, moving the trend line towards meeting the standard. Improvements were realized between January and March, moving the trend line towards meeting the standard. Improvements were realized between January and March, moving the trend line towards meeting the standard. For OC ACCESS service, fixed object and curb strikes continued to pull overall performance below standard. However, the contractor did take steps to address performance in this area with the Regional Director of Safety for Southern onsite during February 2020. OCTA Operations staff will continue to focus on and stress the importance of safety, conduct safety-related campaigns, and promote the safe driving award program. CFR OC Bus service continued to improve compared to the previous quarter, resulting in year-to-date performance that exceeds the standard.

- Customer Service – Customer service is measured by evaluating the number of valid customer complaints received compared to boardings. During the first quarter, all modes of service performed above the respective standards.
- Reliability – On-time performance (OTP) for OC Bus and OC ACCESS remain below target but showed improvement between January and March. The improvement in fixed-route OTP is likely a result of the OTP for March. In March, OTP for fixed-route services was 87.4 percent, an increase of 6.6 percent. OTP for OC ACCESS improved slightly by 0.2 percent.

The MBRC for all modes of service exceeded the standard through the reporting period. OCTA staff will continue to monitor performance in this area and work with the contractor to sustain or improve overall performance.

The report also includes:

- An assessment of the efficiency of OCTA transit operations based on industry standards for ridership, productivity, farebox recovery, and cost per revenue vehicle hour;
- A review of contractor performance for CFR and OC ACCESS services;
- A route-level performance evaluation that includes subsidy per boarding, revenue per boarding, and resource allocation (buses); and
- A status report on the service adjustments and strategies implemented under the OC Bus 360° Program, including OC Flex and the College Pass Program.

Summary

Through the third quarter of FY 2019-20, the performance of OC Bus service and OC ACCESS exceeded the performance in the areas of courtesy and reliability (MBRC). While the safety and reliability standards continue to improve, year-to-date performance has not met the standard; staff will continue to focus efforts in both safety and reliability. The performance of OC ACCESS exceeded the standard for courtesy but fell below the performance standard for safety and reliability. OCTA staff continue to focus on continuous quality improvement in safety and reliability as detailed in the report. In addition to tracking the established key performance indicators, staff will continue to manage the service contracts pursuant to contract requirements and work to identify other strategies to improve overall system performance.

Attachment

- A. Bus Operations Performance Measurements Report, Third Quarter, Fiscal Year 2019-20

Prepared by:



Johnny Dunning, Jr.
Manager, Scheduling and Bus
Operations Support
(714) 560-5710

Approved by:



Beth McCormick
General Manager, Operations
(714) 560-5964



Jennifer L. Bergener
Chief Operating Officer, Operations/
Deputy Chief Executive Officer
714-560-5462

Bus Operations
Performance
Measurements
Report



Third Quarter
Fiscal Year 2019-20

About This Report

The Orange County Transportation Authority (OCTA) operates a countywide network of 61 routes including local, community, rail connector, and express bus routes serving over 5,000 bus stops known as OC Bus. OCTA also operates paratransit service (OC ACCESS), a shared-ride program available for people unable to use the standard OC Bus service because of functional limitations. OC Bus service is provided through both direct operations by OCTA referred to as directly operated fixed-route (DOFR) and contracted operations referred to as contracted fixed-route (CFR). The OC ACCESS service is a contract-operated demand-response service required by the Americans with Disabilities Act that is complementary to the fixed-route service and predominately accounts for the overall paratransit services operated by OCTA. These services make up the bus transit system and are evaluated by the performance measurements summarized in this report.

This report tracks bus system safety, as measured by vehicle accidents; courtesy, as measured by customer complaints; and reliability, as measured by on-time performance (OTP) and miles between road calls (MBRC). Along with these metrics, industry-standard measurements are tracked to assess OCTA bus operations; these measurements include ridership, productivity, farebox recovery ratio (FRR), and cost per revenue vehicle hour (RVH). Graphs accompany the details of each indicator showing the standards or goals and the values for the current reporting period. The following sections provide performance information for OC Bus service, DOFR and CFR, and OC ACCESS service.

It is important to note that OCTA implemented a reduced service schedule for OC Bus on March 23, 2020 in response to the novel coronavirus (COVID-19) pandemic. The impact that the COVID-19 pandemic has had on both OC Bus and OC ACCESS has been significant, but because the impacts did not begin to manifest themselves until mid-March, the impact on the performance metrics for the entire three-month period, is not significant. Impacts as a result of the COVID-19 pandemic will be much more evident and discussed in the performance measures report for the following quarter.

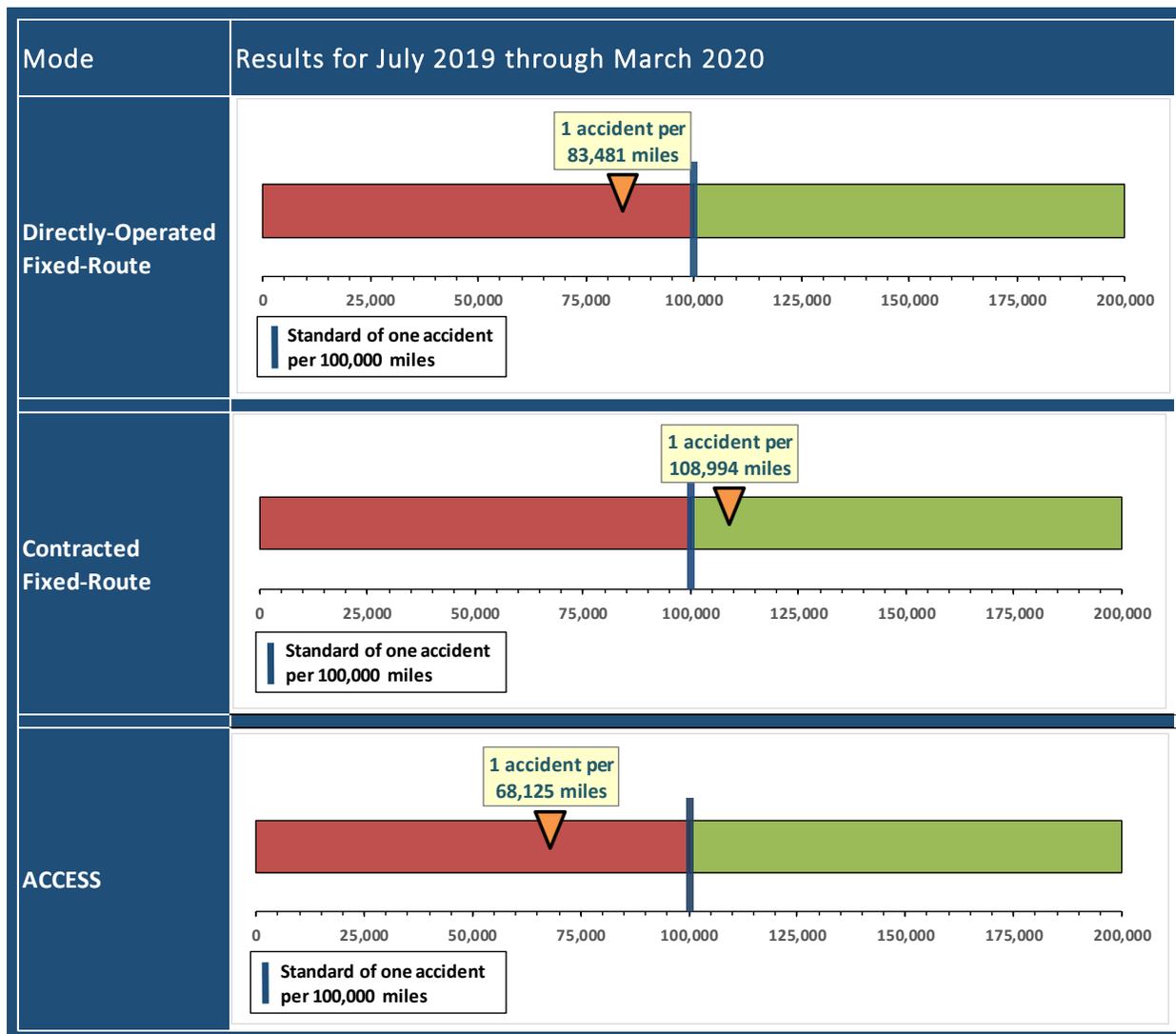
FY2019-20 Q3 SUMMARY

- **Safety:**
 - DOFR - ▼
 - CFR - ▲
 - OC ACCESS - ▼
- **Courtesy:**
 - DOFR - ▲
 - CFR - ▲
 - OC ACCESS - ▲
- **On-Time Performance:**
 - DOFR - ▼
 - CFR - ▼
 - OC ACCESS - ▼
- **Miles Between Road Calls:**
 - DOFR - ▲
 - CFR - ▲
 - OC ACCESS - ▲

Safety: Preventable Vehicle Accidents

OCTA is committed to the safe delivery of the OC Bus service. The safety standard for DOFR, CFR, and OC ACCESS services is no more than one vehicle accident per 100,000 miles. Preventable vehicle accidents are defined as incidents when physical contact occurs between vehicles used for public transit and other vehicles, objects, or pedestrians, and where a coach operator failed to do everything reasonable to prevent the accident.

Through the third quarter of fiscal year (FY) 2019-20, all modes of service, except CFR, performed below the safety standard, operating less than 100,000 miles between preventable accidents.

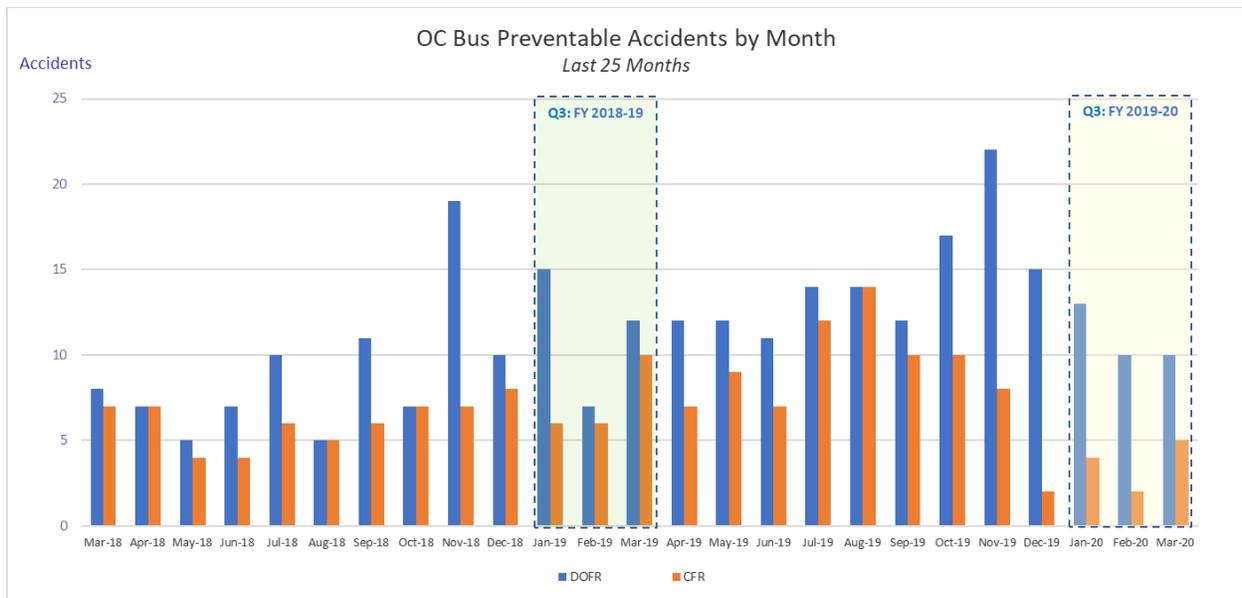


DOFR OC Bus and OC ACCESS services both remain below the accident frequency standard as the number of preventable accidents recorded for each mode exceeded one preventable accident per 100,000 service miles for the year-to-date numbers. Improvements were realized between January and March. During this time, there was a 39 percent decrease in the number of preventable accidents compared to last quarter resulting in an accident rate of less than one accident per 100,000 miles. To sustain this trend,

OCTA Operations staff will continue to focus on and stress the importance of safety, conduct safety-related campaigns, and promote the safe driving award program.

CFR OC Bus service performance also continued to improve during the third quarter, exceeding the standard. Between the months of January and March, the number of preventable accidents reported by the contractor decreased by 45 percent. Monthly comprehensive safety campaigns continue that focus on different topics using a variety of communication methods including posters, safety messages, hands-on training, and discussions at monthly safety meetings by the CFR management.

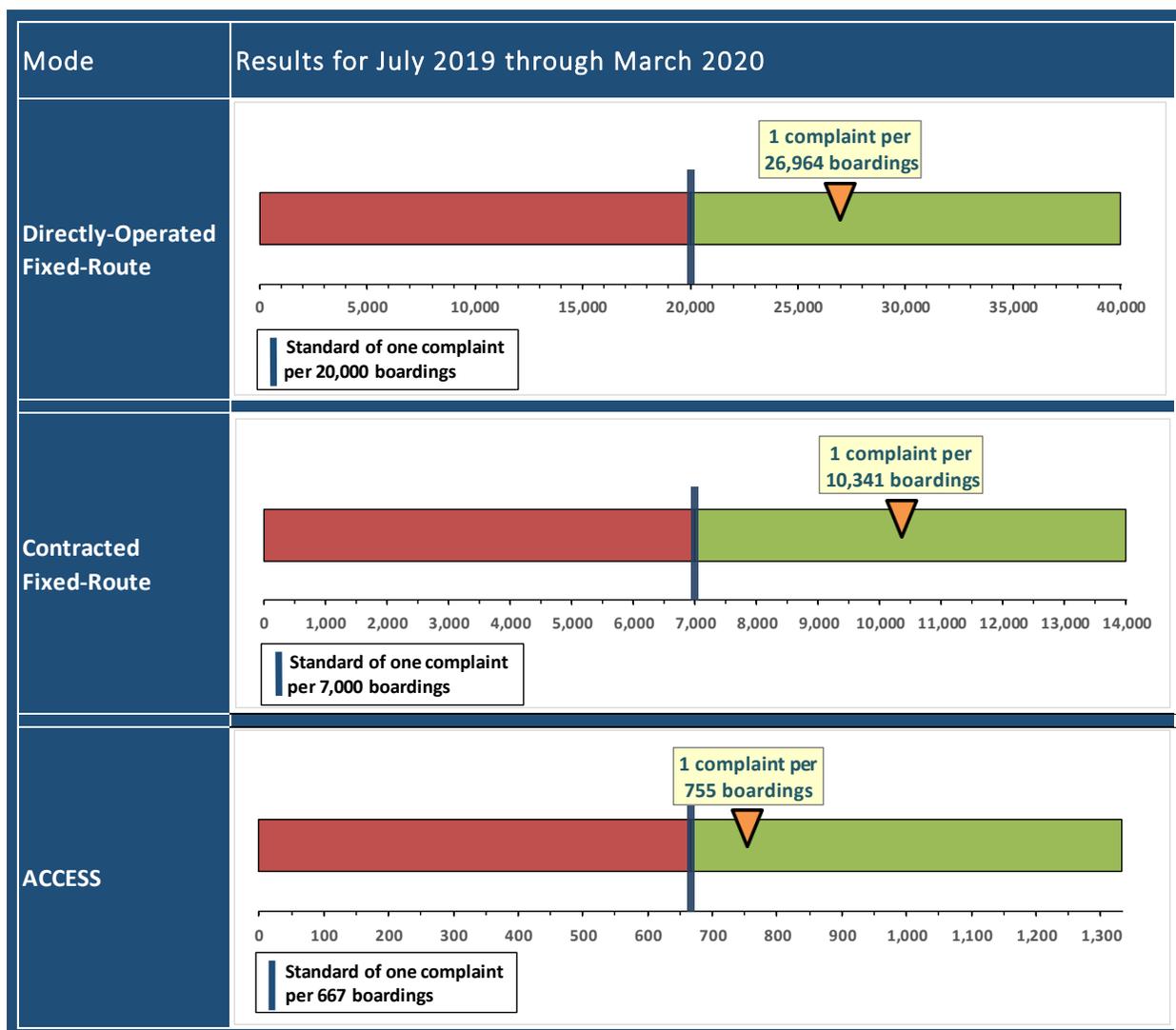
For OC ACCESS, though there was a decrease in the number of preventable accidents compared to the second quarter, fixed object and curb strikes continue to drive overall performance below standard. However, the contractor did take steps to address the increase which included having the Regional Director of Safety for Southern California onsite during February 2020 to review the safety program and to ensure that the safety initiatives were being implemented properly. The efforts taken by the contractor resulted in a significant decrease in preventable accidents for February (eight) and March (five) from after a subpar performance in January (20). The following chart shows the trend of preventable accidents for fixed-route service over the last two years.



Courtesy: Customer Complaints

OCTA strives to achieve a high level of customer satisfaction in the delivery of OC Bus services. The performance standard for customer satisfaction is courtesy as measured by the number of valid complaints received. Customer complaints are the count of incidents when a rider reports dissatisfaction with the service. The standard adopted by OCTA for DOFR OC Bus is no more than one customer complaint per 20,000 boardings; the standard for CFR OC Bus service is no more than one complaint per 7,000 boardings; and the contractual standard for OC ACCESS is no more than one complaint per 667 boardings.

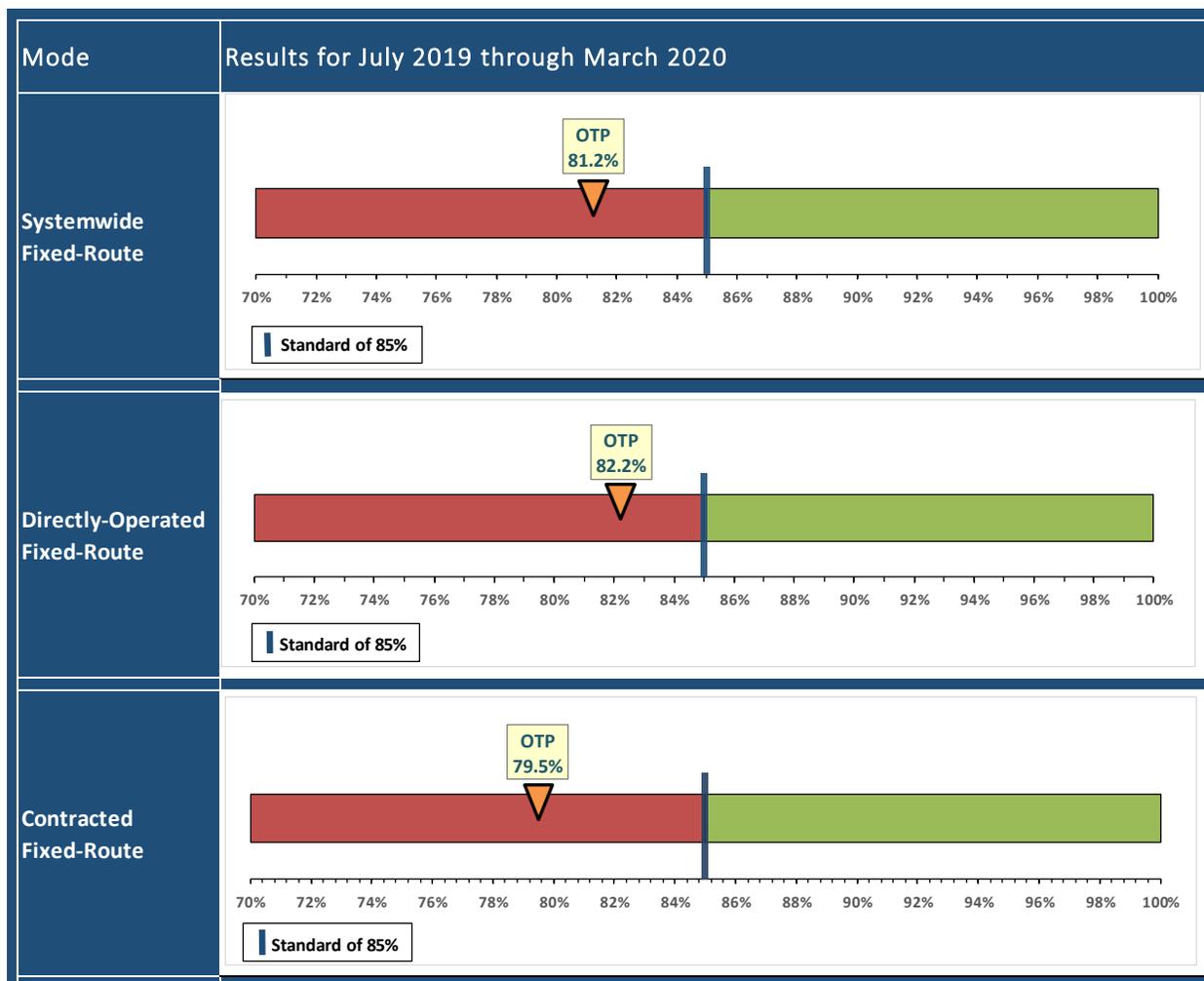
Through the third quarter of FY 2019-20, all modes of service continue to perform well, exceeding the courtesy standard with less than one valid complaint per 20,000, 7,000, and 667 boardings, respectively.



Reliability: On-Time Performance

Reliability is vital to a successful transportation network. Reliability for OCTA is measured in part by OTP. OTP is a measure of performance which evaluates the schedule adherence of a bus operating in revenue service according to a published schedule. Schedule adherence is tracked by monitoring the departure of vehicles from time points, which are designated locations on a route used to control vehicle spacing as shown in the published schedule. For OC Bus service, a trip is considered on-time if it departs the time point no more than five minutes late. OCTA's fixed-route system standard for OTP is 85 percent. For OC ACCESS service, OTP is a measure of performance evaluating a revenue vehicle's adherence to a scheduled pick-up time for transportation on a demand response trip. A trip is considered on-time if the vehicle arrives within a 30-minute window. The OC ACCESS OTP standard is 94 percent.

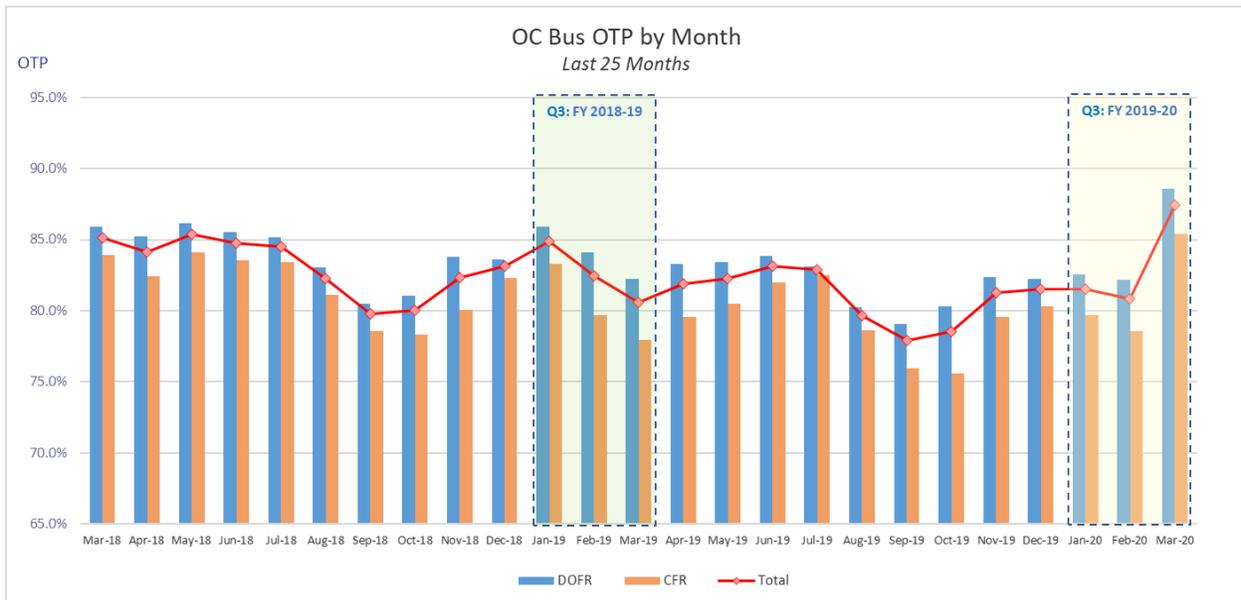
On-time performance (OTP) for OC Bus and OC ACCESS remain below target but showed improvement between January and March with OTP rates of 81.2 percent and 92.4 percent, respectively.



OTP for the DOFR OC Bus service through the third quarter was at 82.2 percent, a 1.0 percent increase from last quarter but 1.0 percent lower than the same time last year. The OTP for the CFR OC Bus service through

the third quarter showed improvement, reaching 79.5 percent, a 0.7 percent increase from last quarter and 1.1 percent lower than the same time last year.

The improvement in OTP is likely a result of the OTP for March. In March, OTP for fixed-route services was 87.4 percent, an increase of 6.6 percent. For the first time in over two years, OTP for both directly operated fixed-route (DOFR) and contract fixed-route (CFR) services exceeded the performance standard of 85 percent in a month, at 88.6 percent and 85.4 percent, respectively. The OTP for March is largely attributed to changes in travel patterns due to the state and national orders associated with the COVID-19 pandemic. This led to reduced traffic on the roads, reduced ridership, and shorter dwell times at bus stops. The following chart shows the OTP trend for fixed-route service over the last two years.



OCTA Operations staff will continue to monitor the dynamic traffic conditions as travel restrictions are lifted to ensure the current overall OTP is maintained and monitor the need for bus running time adjustments needed to reflect traffic associated with on-going construction projects. The contractor management team will continue to focus on coach operator behavior, performing route level checks and coaching and counseling as appropriate.



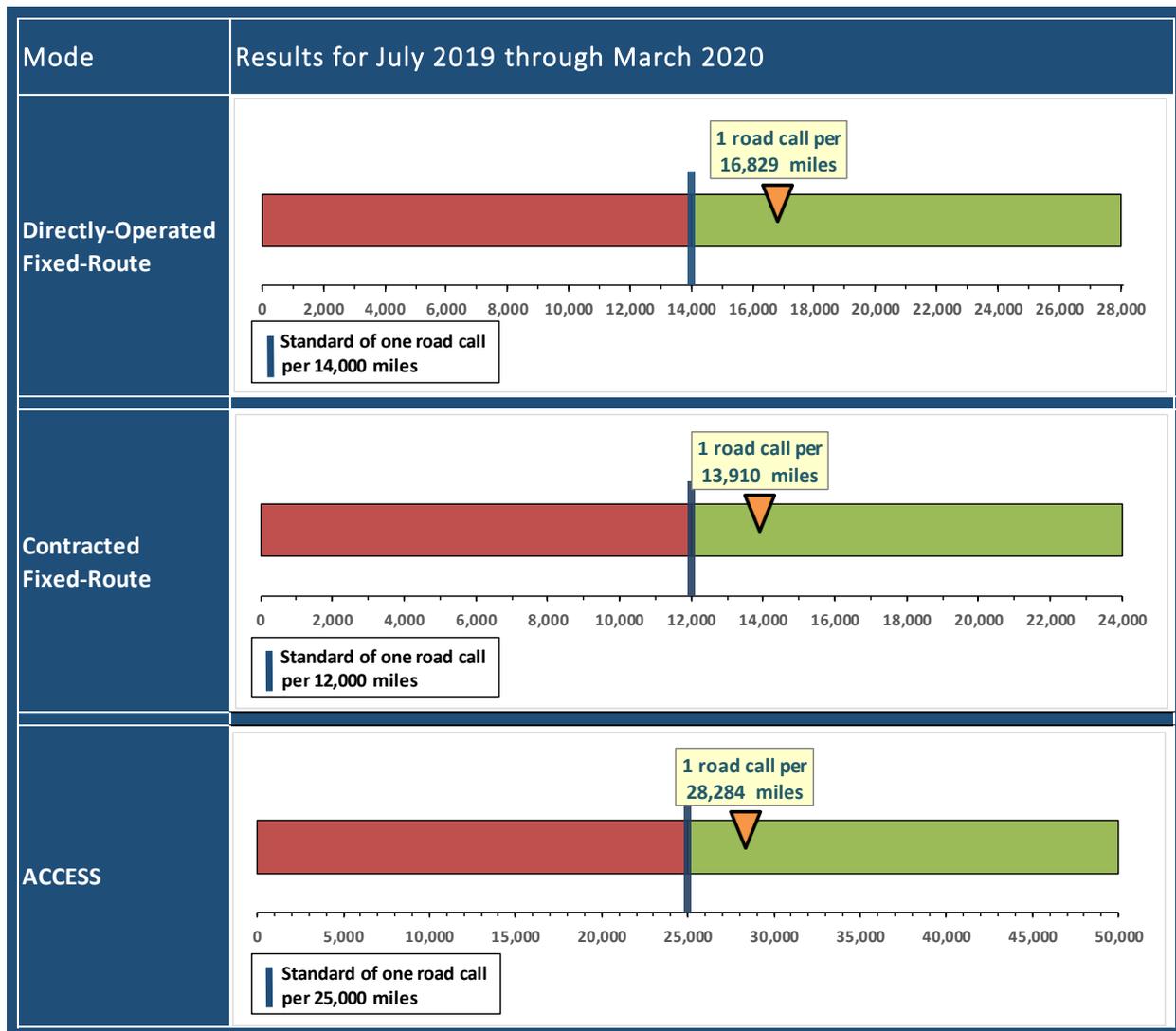
OTP for OC ACCESS service (Primary Service and Supplemental Taxi) for the third quarter was 92.4 percent, 1.6 percent below the standard, 0.2 percent higher than last quarter, and 0.7 percent lower than the 93.1 percent reported during the same period last year.

The contractor continued their work, making modifications to subscription trip routing/scheduling for individuals traveling to adult day programs. These changes were implemented in early-March 2020 but did not have the level of impact that was expected as a result of the COVID-19 pandemic.

OCTA staff will be working closely with the contractor to ensure plans are in place to meet performance standards during and after stay-at-home orders are lifted.

Reliability: Miles Between Road Calls

MBRC is a vehicle reliability performance indicator that measures the average distance in miles that a transit vehicle travels before failure of a vital component forces removal of the vehicle from service. OCTA has adopted standards for the MBRC for DOFR, CFR, and OC ACCESS services. These standards vary to align with the specific type of service being provided and account for the variability inherent to each of these services including the vehicles assigned. The specific standards as adopted by OCTA are 14,000 MBRC for DOFR OC Bus service; 12,000 MBRC for CFR OC Bus service; and 25,000 MBRC for OC ACCESS.



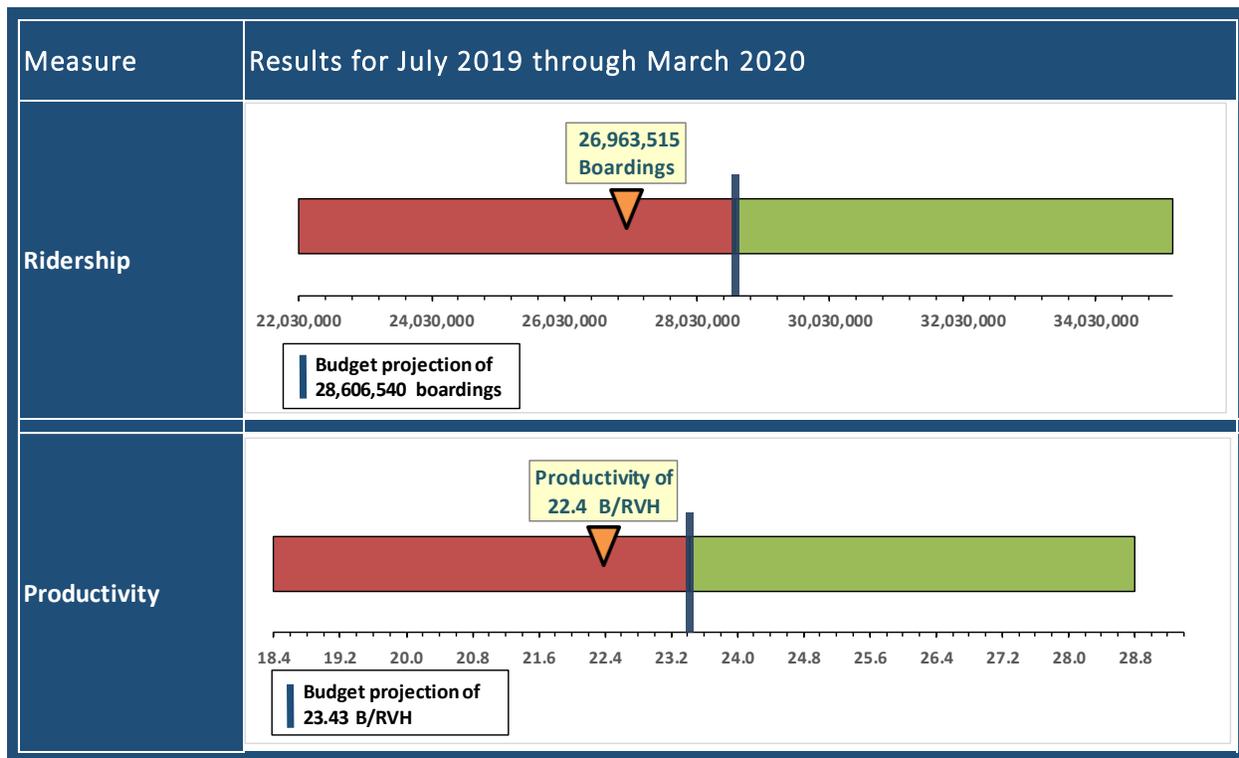
Through the third quarter of FY 2019-20, OC Bus services performed above standard across all modes.

OCTA staff will continue to monitor performance in this area and work with the contractor to sustain or improve overall performance.

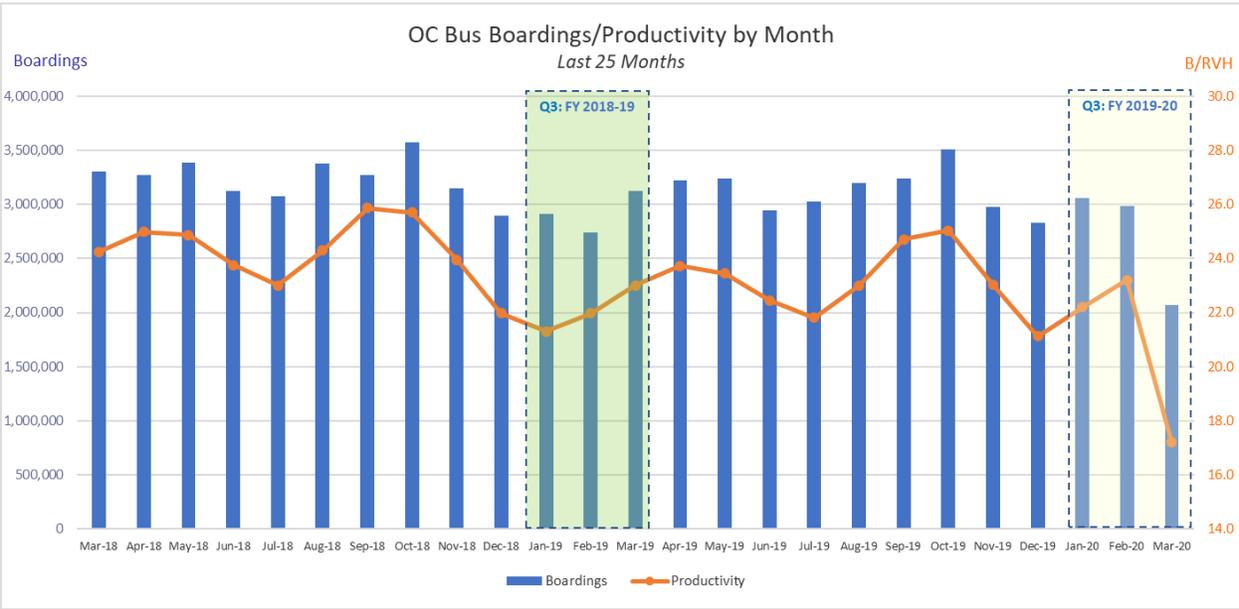
Ridership and Productivity – OC Bus

Ridership (or boardings) is the number of rides taken by passengers using public transit and is influenced by the level of service provided, weather, economy, and seasonal variations in demand. Productivity is an industry measure that counts the average number of boardings for each RVH that is operated. RVH is any 60-minute increment of time that a vehicle is available for passengers within the scheduled hours of service, excluding deadhead (a non-revenue movement of a transit vehicle to position it for service). Boardings per RVH (B/RVH) is calculated by taking the boardings and dividing it by the number of RVH operated.

Through the third quarter of FY 2019-20, both ridership and productivity for OC Bus service were significantly lower than budgeted projections, down by 5.7 percent and 4.5 percent, respectively.



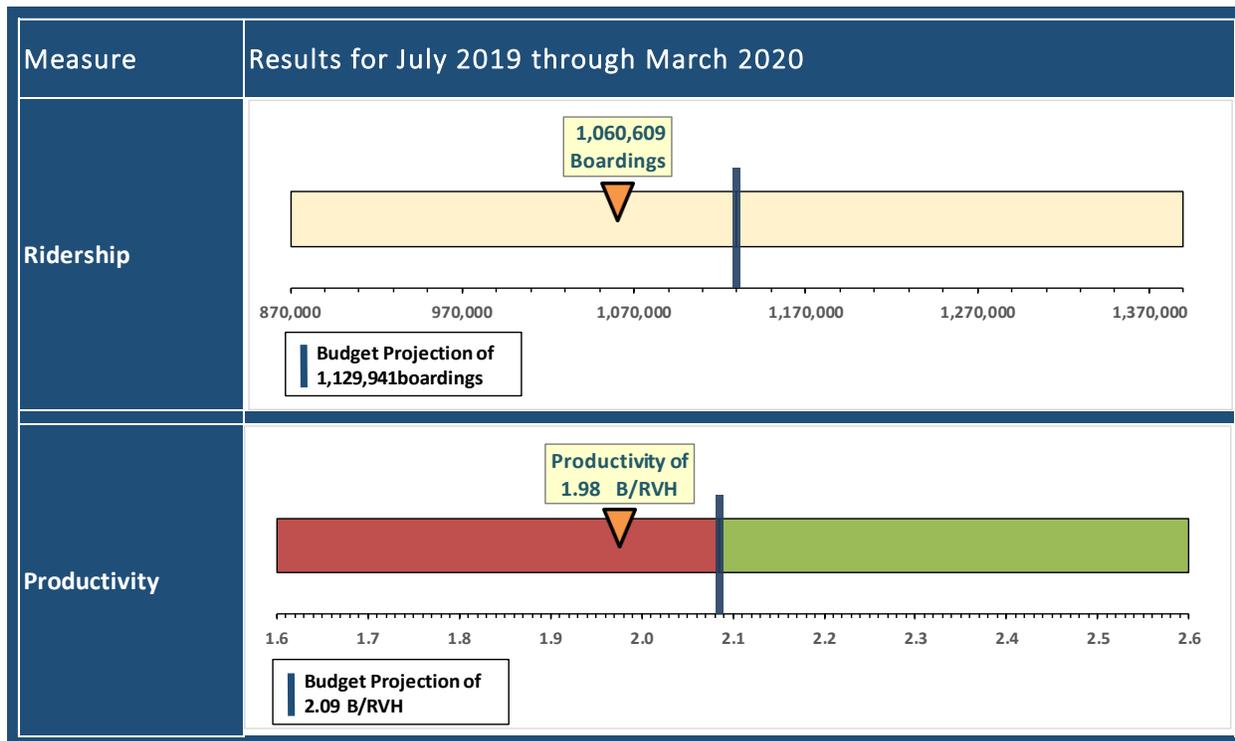
The ridership and productivity for the third quarter, as shown on the following chart, reveals a trend severely impacted by the COVID-19 pandemic that resulted in significant changes to travel patterns. The national and state level orders related to the pandemic caused a substantial drop in ridership and productivity. Average weekday ridership at the close of the month was less than 35,000, roughly 30 percent of the average weekday ridership before the “Safe at Home” orders went into effect. Ridership and productivity levels are expected to remain well below pre-COVID-19 pandemic levels until well after the travel restrictions are lifted.



Ridership and Productivity – OC ACCESS

(Primary Service Provider and Supplemental Taxi)

Through the third quarter of FY 2019-20, the ridership and productivity for OC ACCESS are trending below budgeted projections by 6.1 percent and 5.3 percent, respectively. As with the fixed-route service, ridership and productivity for OC ACCESS was impacted by the initial stages of the COVID-19 pandemic. With recommendations in place that persons 65 years or older or having underlying health issues stay home, many individuals who typically use OC ACCESS service made fewer trips, causing a drop in average daily ridership of 90 percent. Additionally, productivity has been impacted by the requirement for social distancing on OC ACCESS vehicles, as shared rides have been limited.



Contractor Performance: Fixed-Route

Per Agreement No. C-4-1737 between OCTA and First Transit, Inc. (First Transit), additional measures are tracked to ensure the CFR OC Bus service meets specified standards for safety, customer service, and reliability. When the contractor's monthly performance exceeds the standard as set forth in the agreement, financial incentives are paid to the contractor; conversely, when the monthly performance of the contractor is below the standard as set forth in the agreement, penalties are assessed and are paid to OCTA by the contractor.

Through the third quarter of FY 2019-20, the overall performance of the contracted OC Bus service as determined by the performance categories outlined in the contract was below standard for missed trips and on-time performance.

Table 1 provides the penalties and incentives assessed to the contractor by quarter for FY 2019-20. The incentives paid in the third quarter relate to courtesy and accident frequency, which totaled \$25,200. This brings the year-to-date total up to \$52,100. The total penalties assessed to the contractor during the quarter total \$157,207 resulting in a year-to-date total of \$565,989. Despite improvements compared to the previous quarter, missed trips, unreported accidents and vehicle damage were the primary categories where penalties were assessed.

Table 1: Performance Categories		FY20 Q1	FY20 Q2	FY20 Q3	FY20 Q4	FYTD 19
Penalties	On-Time Performance	\$ (6,000)	\$ (12,000)	\$ (7,000)	\$ -	\$ (25,000)
	Valid Complaints: Per 7,000 boardings	\$ -	\$ -	\$ -	\$ -	\$ -
	Unreported Accident	\$ (85,000)	\$ (20,000)	\$ (30,000)	\$ -	\$ (135,000)
	Accident Frequency Ratio	\$ (20,000)	\$ -	\$ -	\$ -	\$ (20,000)
	Key Positions	\$ -	\$ -	\$ -	\$ -	\$ -
	CHP Terminal Inspections	\$ -	\$ -	\$ -	\$ -	\$ -
	Reports	\$ -	\$ -	\$ -	\$ -	\$ -
	Preventive Maintenance	\$ -	\$ (382)	\$ (1,207)	\$ -	\$ (1,589)
	Road Calls	\$ (1,400)	\$ -	\$ -	\$ -	\$ (1,400)
	Vehicle Damage: Per vehicle per day	\$ -	\$ -	\$ (63,000)	\$ -	\$ (63,000)
	Missed Trips	\$ (166,000)	\$ (98,000)	\$ (56,000)	\$ -	\$ (320,000)
Total	\$ (278,400)	\$ (130,382)	\$ (157,207)	\$ -	\$ (565,989)	
Incentives	On-Time Performance	\$ -	\$ -	\$ -	\$ -	\$ -
	Valid Complaints: Per 7,000 boardings	\$ 14,500	\$ 7,400	\$ 15,200	\$ -	\$ 37,100
	Accident Frequency Ratio	\$ -	\$ 5,000	\$ 10,000	\$ -	\$ 15,000
	Total	\$ 14,500	\$ 12,400	\$ 25,200	\$ -	\$ 52,100
Prior Periods Adjustment	AFR	\$ -	\$ (5,000)	\$ -	\$ -	\$ (5,000)
	Key Position	\$ -	\$ -	\$ -	\$ -	\$ -
	Total	\$ -	\$ (5,000)	\$ -	\$ -	\$ (5,000)
All	Total	\$ (263,900)	\$ (122,982)	\$ (132,007)	\$ -	\$ (518,889)

Contractor Performance: OC ACCESS

(Primary Service Provider and Supplemental Taxi)

Per Agreement No. C-2-1865 between OCTA and MV Transportation, Inc., additional measures are tracked to ensure OC ACCESS meets the standards for safety, customer service, and reliability. When the contractor's monthly performance exceeds the standard as set forth in the agreement, financial incentives are paid to the contractor; conversely, when the monthly performance of the contractor is below the standard as set forth in the agreement, penalties are assessed and must be paid to OCTA by the contractor.

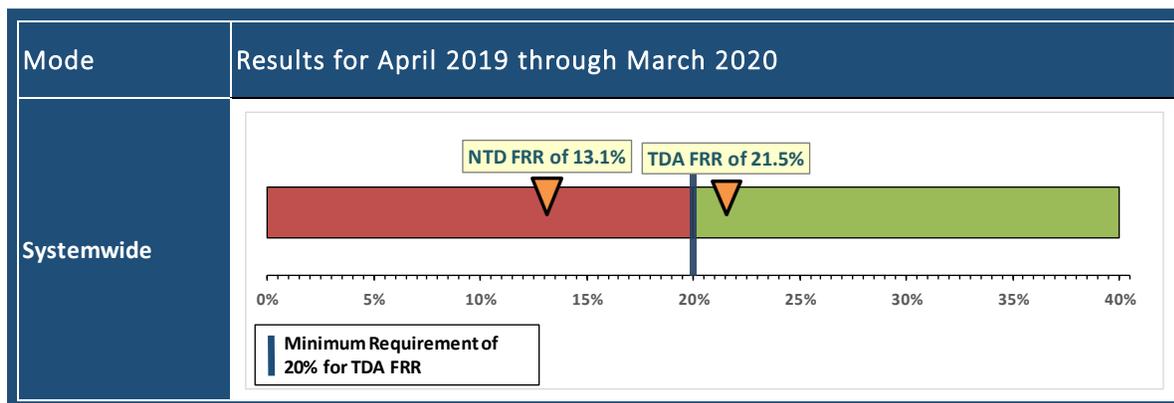
As presented in this report, the overall performance of the contractor providing OC ACCESS service through the third quarter of FY 2019-20 is above standard with respect to courtesy, while below standard for safety and on-time performance. Table 2 below lists, by quarter, the penalties and incentives assessed to the OC ACCESS contractor as established in the agreement. Through the third quarter, there were no incentives awarded to the contractor, but \$90,000 in penalties were assessed. This brings the gross year-to-date total for penalties to \$272,007. Penalties assessed to the contractor were related to performance for passenger productivity, OTP, excessively late trips, missed trips, and an unreported accident.

Table 2:	Performance Categories	FY20 Q1	FY20 Q2	FY20 Q3	FY20 Q4	FYTD 20
Penalties	Passenger Productivity	\$ (10,000)	\$ (20,000)	\$ (30,000)	\$ -	\$ (60,000)
	On-Time Performance	\$ (15,000)	\$ (30,000)	\$ (10,000)	\$ -	\$ (55,000)
	Customer Comments	\$ (2,800)	\$ (3,000)	\$ -	\$ -	\$ (5,800)
	Call Center Hold Times	\$ (5,000)	\$ -	\$ -	\$ -	\$ (5,000)
	Excessively Late Trips	\$ (20,000)	\$ (30,000)	\$ (30,000)	\$ -	\$ (80,000)
	Missed Trips	\$ (5,000)	\$ (30,000)	\$ (15,000)	\$ -	\$ (50,000)
	Unreported Accident	\$ (5,000)	\$ (5,000)	\$ (5,000)	\$ -	\$ (15,000)
	Preventive Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
	Road calls	\$ (700)	\$ -	\$ -	\$ -	\$ (700)
	Reports	\$ -	\$ -	\$ -	\$ -	\$ -
	Key Positions	\$ -	\$ -	\$ -	\$ -	\$ -
	CHP Terminal Inspections	\$ -	\$ -	\$ -	\$ -	\$ -
	Vehicle Damage	\$ -	\$ -	\$ -	\$ -	\$ -
	Fare Variance	\$ -	\$ (507)	\$ -	\$ -	\$ (507)
	Total	\$ (63,500)	\$ (118,507)	\$ (90,000)	\$ -	\$ (272,007)
Incentives	Passenger Productivity	\$ -	\$ -	\$ -	\$ -	\$ -
	On-Time Performance	\$ -	\$ -	\$ -	\$ -	\$ -
	Excessively Late Trips	\$ -	\$ -	\$ -	\$ -	\$ -
	Missed Trips	\$ -	\$ -	\$ -	\$ -	\$ -
	Total	\$ -	\$ -	\$ -	\$ -	\$ -
Prior Periods Adjustment	Customer Comments	\$ -	\$ -	\$ -	\$ -	\$ -
	Unreported Accident	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000
	Total	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000
All	Total	\$ (53,500)	\$ (118,507)	\$ (90,000)	\$ -	\$ (262,007)

Farebox Recovery Ratio

Farebox Recovery Ratio (FRR) is a measure of the proportion of operating costs recovered by passenger fares, calculated by dividing the farebox revenue by total operating expenses. A minimum FRR of 20 percent for all service is required by the Transportation Development Act in order for transit agencies to receive the state sales tax available for public transit purposes. In an effort to normalize seasonal fluctuations, data shown below reflects actuals over the last 12 months from April 2019 through March 2020.

FRR, based on the National Transit Database definition in which only passenger fares are included under revenue, did not meet the 20 percent goal. However, as a result of the passage of Senate Bill No. 508 (SB 508), OCTA was able to adjust the FRR to include local funds. SB 508 states, *“If fare revenues are insufficient to meet the applicable ratio of fare revenues to operating cost required by this article, an operator may satisfy that requirement by supplementing its fare revenues with local funds. As used in this section, “local funds” are any non-federal or non-state grant funds or other revenue generated by, earned by, or distributed to an operator.”* After incorporating property tax revenue, advertising revenue, and Measure M fare stabilization, the adjusted FRR was 21.5 percent, a decrease of 0.8 percent from the previous quarter and a 3.9 percent drop from the same quarter last year.



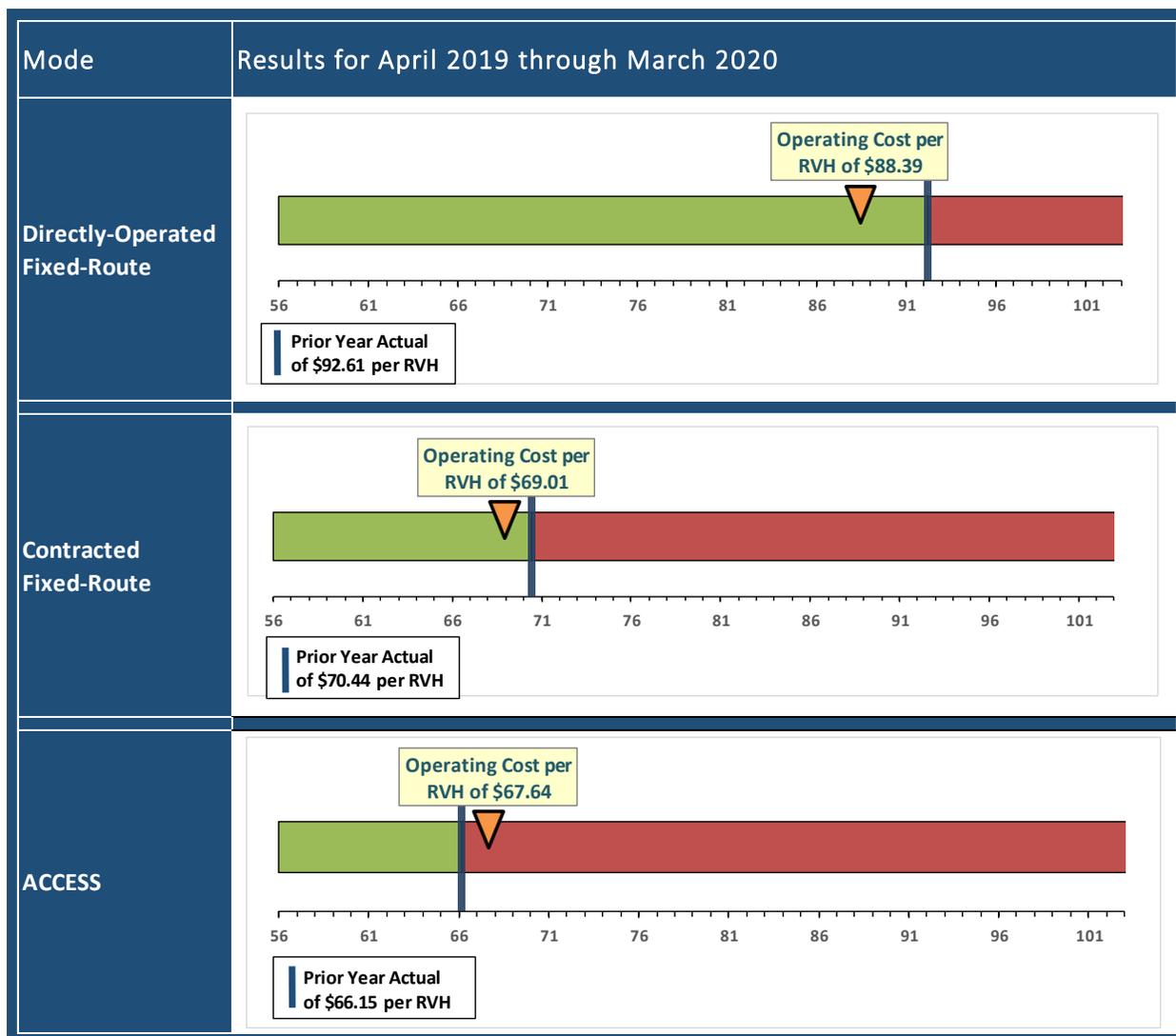
Note:

- National Transit Database (NTD) FRR consists of only passenger fares
- Transportation Development Act (TDA) FRR includes passenger fares, property tax revenue, advertising revenue and Measure M fare stabilization

Operating Cost per Revenue Vehicle Hour

Cost per RVH is one of the industry standards used to measure the cost efficiency of transit service. It is derived by dividing operating expenses by RVH. In order to provide a more comparable illustration, all metrics below are calculated based on direct operating cost, which excludes capital, general administrative, and other overhead costs.

Similar to the FRR, the statistics below depict actuals over the last 12 months. All modes operated at a lower cost per RVH than the same 12-month period of the prior year except for OC ACCESS due to the Alternative Fuel Tax Credit for fixed-route services from the period of January 2018 through December 2019 being received in March 2020. The difference in cost per RVH from the prior FY was a 4.1 percent decrease in DOFR, 4.4 percent decrease in CFR, and 2.2 percent increase in OC ACCESS.



Performance Evaluation by Route

Continuing efforts are underway to better understand, evaluate, and improve route performance. Performance evaluation is important because it provides:

- A better understanding of where resources are being applied;
- A measure of how well services are being delivered;
- A measure of how well these services are used; and
- An objective basis for decisions regarding future service changes and service deployment.

The tables on the following pages summarize route-level performance through the third quarter. The first three tables present the route-level performance sorted by routes with the highest net subsidy per boarding to routes with a lower net subsidy per boarding, and the remaining three tables present the same information sorted by routes that have the highest boardings to routes with a lower level of boardings.

A route guide listing all of the routes and their points of origins and destinations is provided after the route-level performance tables. Route types are grouped by route numbers as follows:

- **Routes 1 to 99** - Local routes include two sub-categories:
 - **Major:** These routes operate as frequent as every 15 minutes during peak times. Major routes operate seven days a week throughout the day. Together, the Major routes form a grid on arterial streets throughout the highest transit propensity portions of the OC Bus service area, primarily in northern parts of the county.
 - **Local:** These routes operate on arterials within the grid created by the Major routes, but at lower frequencies. Local routes also operate in parts of Orange County with lower transit demand. Most Local routes operate seven days per week, however some operate on weekdays only.
- **Routes 100 to 199:** Community routes to connect pockets of transit demand with major destinations and offer local circulation. Routes tend to be less direct than Local routes, serving neighborhoods and destinations off the arterial grid. Approximately half of Community routes operate seven days per week.
- **Routes 200 to 299:** Intra-county express routes operate on weekdays only at peak times and connect riders over long distances to destinations within Orange County, using freeways to access destinations.
- **Routes 400 to 499:** Stationlink routes are rail feeder services designed to connect Metrolink stations to nearby employment destinations. These routes have relatively short alignments, with schedules tied to Metrolink arrivals and departures. They operate during weekday peak hours only, in the peak direction, from the station to destinations in the morning and the reverse in the evening.
- **Routes 500 to 599:** Bravo! routes are limited-stop services operated with branded vehicles.
- **Routes 600 to 699:** *Seasonal or Temporary routes (these are not included on the following charts)* such as the OC Fair Express.
- **Routes 700 to 799:** Inter-county express routes that operate on weekdays only at peak times and connects riders over long distances to destinations outside of Orange County, often using freeways to access destinations.



OCTA Operating Statistics By Route for Local and Community Services (Sorted by Subsidy per Boarding)
Fiscal Year 2019-20 Through Q3

Route	Zone	Farebox	Subsidy per Boarding	Direct Subsidy	Indirect Subsidy	"Capital Subsidy" Per Boarding	Revenue per Boarding	Boardings	CostVSH	Direct CostVSH	BoardVSH	VSH	Bus Count		
													40 FT	32 FT	60 FT
862	C	5.3%	\$ 17.08	\$ 10.72	\$ 5.43	\$ 0.93	\$ 0.90	38,709	\$ 135.08	\$ 76.79	7.93	4,883	2	-	-
123	N	8.7%	13.83	5.88	3.98	3.97	0.94	18,076	83.55	44.53	7.73	2,337	4	-	-
085	S	8.0%	12.70	7.08	4.91	7.13	1.05	50,810	109.91	8.79	8.36	6,079	2	-	-
001	S	7.1%	12.01	6.91	4.64	0.46	0.88	385,710	145.17	88.99	9.02	11,688	10	-	-
529	C	7.3%	11.66	6.53	4.39	0.74	0.87	243,859	150.37	90.84	13.14	19,110	10	-	-
153	N	7.8%	11.62	6.66	4.51	0.45	0.95	80,280	108.01	71.40	8.91	9,011	2	-	-
087	S	8.5%	10.98	6.07	4.21	0.70	0.95	51,196	110.33	71.92	7.37	5,215	2	-	-
076	C	8.4%	10.82	6.12	4.11	0.59	0.94	60,494	134.91	81.36	11.60	5,008	2	-	-
178	C	8.8%	10.70	6.03	4.09	0.58	0.97	62,064	107.35	70.91	9.68	6,413	2	-	-
177	S	11.2%	9.41	5.10	3.45	0.86	1.08	62,375	109.23	71.30	11.34	5,500	3	-	-
083	C	10.2%	8.52	4.86	3.27	0.39	0.92	414,666	146.60	89.80	7.76	16,200	25,603	9	-
086	C	11.1%	8.27	4.57	3.17	0.53	0.97	101,451	107.24	71.11	8.29	8,234	3	-	-
091	S	12.8%	8.07	4.46	3.10	0.51	1.11	280,858	110.26	72.09	12.72	22,087	8	-	-
167	C	12.0%	7.69	4.21	2.86	0.62	0.97	144,808	109.76	71.16	8.83	10,601	5	-	-
090	S	13.6%	7.46	4.03	2.80	0.63	1.07	229,348	112.27	72.34	14.21	16,139	8	-	-
129	N	12.6%	7.36	4.15	2.82	0.39	1.00	139,376	108.97	71.61	13.67	10,198	3	-	-
143	N	11.5%	7.32	4.12	2.80	0.40	0.90	135,843	107.28	69.72	13.72	9,903	3	-	-
079	C	13.2%	6.73	3.77	2.62	0.34	0.90	317,759	108.40	71.20	9.58	14,740	21,568	6	-
056	N	12.2%	6.58	3.76	2.52	0.30	0.87	296,926	138.28	83.10	13.03	19,350	15,346	5	-
560	C	12.7%	6.54	3.65	2.45	0.44	0.89	533,808	145.26	87.81	20.79	25,681	13	-	-
059	C	14.0%	6.22	3.37	2.29	0.56	1.02	126,948	112.65	71.32	11.17	16,860	7,528	4	-
089	S	15.2%	6.03	3.35	2.32	0.36	1.02	245,835	108.07	71.05	16.15	15,219	5	-	-
082	S	17.0%	6.00	3.18	2.20	0.62	1.11	57,638	119.82	72.71	18.47	3,120	2	-	-
026	N	13.8%	5.95	3.31	2.30	0.34	0.90	320,070	108.89	71.17	10.82	16,750	19,109	6	-
025	N	14.2%	5.89	3.36	2.33	0.20	0.94	266,672	108.83	71.47	16.43	16,229	3	-	-
055	C	15.4%	5.88	3.37	2.26	0.25	1.02	921,140	139.73	84.20	21.00	43,866	13	-	-
050	N	13.0%	5.83	3.33	2.23	0.27	0.83	904,877	139.89	84.40	12.38	21,880	41,353	5	-
071	N	14.8%	5.76	3.22	2.23	0.31	0.95	517,972	109.77	71.57	17.17	30,175	9	-	-
037	N	14.3%	5.75	3.23	2.17	0.35	0.90	777,464	146.01	88.16	23.19	33,519	15	-	-
072	C	14.5%	5.72	3.28	2.20	0.24	0.93	364,373	136.35	82.36	21.25	17,149	4	1	-
064	N	14.5%	5.70	3.21	2.16	0.33	0.91	869,506	140.52	84.77	22.39	38,833	16	-	-
029	N	15.1%	5.34	3.06	2.06	0.22	0.91	1,243,921	141.93	85.74	23.55	52,831	5	-	7
543	N	16.2%	4.92	2.78	1.86	0.28	0.90	641,470	142.29	85.89	25.70	24,961	10	-	-
035	N	15.9%	4.81	2.65	1.84	0.32	0.85	569,160	110.70	71.54	20.76	27,411	10	-	-
033	N	15.5%	4.80	2.64	1.83	0.33	0.82	269,878	107.99	71.36	8.72	13,208	5	-	-
070	C	17.3%	4.77	2.66	1.84	0.27	0.94	652,545	111.93	71.95	20.56	31,732	10	-	-
047	C	17.9%	4.76	2.71	1.82	0.23	0.99	1,489,528	140.73	84.90	25.49	58,435	19	-	-
030	N	15.9%	4.69	2.62	1.82	0.25	0.84	494,816	107.70	71.41	8.33	20,390	24,271	7	-
057	C	17.3%	4.69	2.66	1.78	0.25	0.93	1,410,344	157.85	95.48	29.38	48,009	4	-	11
046	N	18.3%	4.42	2.42	1.68	0.32	0.91	452,008	108.83	71.53	21.73	20,797	8	-	-
038	N	17.6%	4.35	2.37	1.64	0.34	0.86	732,153	110.37	71.57	22.65	32,318	14	-	-
060	C	17.8%	4.21	2.42	1.63	0.16	0.82	1,360,015	141.12	85.19	12.32	28,650	47,464	12	-
053	C	18.6%	4.16	2.38	1.60	0.18	0.91	973,836	144.76	86.98	29.65	32,844	10	-	-
053X	C	19.9%	3.90	2.22	1.49	0.19	0.92	483,523	128.29	77.10	27.69	17,463	5	-	-
043	N	20.4%	3.79	2.19	1.47	0.13	0.94	1,515,585	138.07	82.94	13.75	29,960	50,581	11	-
057X	C	22.0%	3.62	2.00	1.35	0.27	0.94	775,154	128.58	77.41	11.80	29,980	25,858	3	-
042	N	19.5%	3.57	1.98	1.38	0.21	0.81	1,098,476	109.80	71.50	26.31	41,750	13	-	-
066	C	22.8%	3.39	1.94	1.30	0.15	0.96	1,467,798	137.37	82.55	13.89	32,680	44,908	12	-
064	C	22.2%	3.21	1.82	1.22	0.17	0.87	1,083,794	143.03	85.97	14.58	36,600	29,611	10	-
064X	C	23.8%	2.95	1.67	1.12	0.16	0.87	435,532	128.35	77.19	35.14	12,395	4	-	-

(1) Total bus count (429) is based on PM weekday equipment requirements.

(2) Bus count for routes 53X, 57X and 64X are estimated based on total route 53, 57 and 64 equipment requirements.

(3) C under Zone is Central County, N is North County and S is South County.



OCTA Operating Statistics By Route for Express Service (Sorted by Subsidy per Boarding)
Fiscal Year 2019-20 Through Q3

Route	Zone	Farebox	Subsidy per Boarding	Direct Subsidy	Indirect Subsidy	"Capital Subsidy" Per Boarding	Revenue per Boarding	Boardings	CostVSH	Direct CostVSH	CostVSM	BoardVSH	VSH	Bus Count		
														40 FT	32 FT	60 FT
213	N	2.3%	\$ 51.96	\$ 25.02	\$ 15.28	\$ 11.66	\$ 0.96	7,691	\$ 156.25	\$ 96.51	\$ 7.80	3.79	2,031	5	-	-
721	N	4.6%	44.17	24.97	15.67	3.53	1.97	15,223	225.20	140.41	8.71	5.29	2,880	3	-	-
701	C	9.7%	27.22	14.93	9.38	2.91	2.62	18,464	259.39	161.29	10.84	9.63	1,917	3	-	-
206	C	6.1%	24.53	10.21	6.24	8.08	1.07	8,872	153.54	92.71	7.81	8.77	1,012	4	-	-
794	C	20.4%	23.40	13.50	8.25	1.65	5.57	21,681	195.62	131.78	7.34	7.16	3,027	2	-	-

(1) Total bus count (429) is based on PM weekday equipment requirements.

(2) C under Zone is Central County, N is North County and S is South County.



OCTA Operating Statistics By Route for Stationlink Service (Sorted by Subsidy per Boarding)
Fiscal Year 2019-20 Through Q3

Route	Zone	Submode	Farebox	Subsidy per Boarding	Direct Subsidy	Indirect Subsidy	"Capital Subsidy" Per Boarding	Revenue per Boarding	Boardings	CostVSH	Direct CostVSH	CostVSM	BoardVSH	VSH	Bus Count		
															40 FT	32 FT	60 FT
463	C	RCL	3.5%	\$ 28.66	\$ 14.57	\$ 9.82	\$ 4.27	\$ 0.89	12,592	\$ 143.03	\$ 85.43	\$ 13.33	5.66	2,226	3	-	-
480	C	RCL	8.2%	13.60	6.22	4.20	3.18	0.93	16,918	142.46	85.50	12.77	12.55	1,348	3	-	-
472	C	RCL	9.4%	11.56	5.29	3.56	2.71	0.92	19,879	135.42	84.72	11.84	13.86	1,434	3	-	-
453	N	RCL	7.7%	10.40	5.20	3.51	1.69	0.73	21,205	141.03	84.99	24.07	14.94	1,419	2	-	-
473	C	RCL	14.7%	7.29	3.34	2.25	1.70	0.96	31,577	150.69	85.47	13.13	22.97	1,374	3	-	-

(1) Total bus count (429) is based on PM weekday equipment requirements.

(2) C under Zone is Central County, N is North County and S is South County.



OCTA Operating Statistics By Route for Local and Community Services (Sorted by Boardings)
 Fiscal Year 2019-20 Through Q3

Route	Zone	Farebox	Subsidy per Boarding	Direct Subsidy	Indirect Subsidy	"Capital Subsidy" Per Boarding	Revenue per Boarding	Boardings	Cost/VSH	Direct Cost/VSH	Cost/VSM	Board/VSH	VSH	Bus Count		
														40 FT	32 FT	60 FT
043	N	20.4%	\$ 3.79	\$ 2.19	\$ 1.47	\$ 0.13	\$ 0.94	1,515,585	\$ 138.07	\$ 82.94	\$ 13.75	29.96	50,581	11	-	-
047	C	17.9%	4.76	2.71	1.82	0.23	0.99	1,489,528	140.73	84.90	12.63	25.49	58,435	19	-	-
066	C	22.8%	3.39	1.94	1.30	0.15	0.96	1,467,798	137.37	82.55	13.89	32.68	44,908	12	-	-
057	C	17.3%	4.69	2.66	1.78	0.25	0.93	1,410,344	157.85	95.48	14.80	29.38	48,009	4	-	11
060	C	17.8%	4.21	2.42	1.63	0.16	0.87	1,360,015	141.12	85.19	12.32	28.65	47,464	12	-	-
029	N	15.1%	5.34	3.06	2.06	0.22	0.91	1,243,921	141.93	85.74	11.99	23.55	52,831	5	-	7
042	N	19.5%	3.57	1.98	1.38	0.21	0.81	1,098,476	109.80	71.50	9.85	26.31	41,750	13	-	-
064	C	22.2%	3.21	1.82	1.22	0.17	0.87	1,083,794	143.03	85.97	14.58	36.60	29,611	10	-	-
053	C	18.6%	4.16	2.38	1.60	0.18	0.91	973,836	144.76	86.98	15.65	29.65	32,844	10	-	-
055	C	15.4%	5.88	3.37	2.26	0.25	1.02	921,140	139.73	84.20	12.56	21.00	43,866	13	-	-
050	N	13.0%	5.83	3.33	2.23	0.27	0.83	904,877	139.89	84.40	12.38	21.88	41,353	5	-	6
054	N	14.5%	5.70	3.21	2.16	0.33	0.91	869,506	140.52	84.77	12.56	22.39	38,833	16	-	-
037	N	14.3%	5.75	3.23	2.17	0.35	0.90	777,464	146.01	88.16	11.77	23.19	33,519	15	-	-
057X	C	22.0%	3.62	2.00	1.35	0.27	0.94	775,154	128.58	77.41	11.80	29.98	25,858	3	-	6
038	N	17.6%	4.35	2.37	1.64	0.34	0.86	732,153	110.37	71.57	9.21	22.65	32,318	14	-	-
070	C	17.3%	4.77	2.66	1.84	0.27	0.94	652,545	111.93	71.95	9.56	20.56	31,732	10	-	-
543	N	16.2%	4.92	2.78	1.86	0.28	0.90	641,470	142.29	85.89	12.95	25.70	24,961	10	-	-
035	N	15.9%	4.81	2.65	1.84	0.32	0.85	569,160	110.70	71.54	9.68	20.76	27,411	10	-	-
560	C	12.7%	6.54	3.65	2.45	0.44	0.89	533,808	145.26	87.81	12.69	20.79	25,681	13	-	-
071	N	14.8%	5.76	3.22	2.23	0.31	0.95	517,972	109.77	71.57	8.82	17.17	30,175	9	-	-
030	N	15.9%	4.69	2.62	1.82	0.25	0.84	494,816	107.70	71.41	8.33	20.39	24,271	7	-	-
053X	C	19.9%	3.90	2.22	1.49	0.19	0.92	483,523	128.29	77.10	12.39	27.69	17,463	5	-	-
046	N	18.3%	4.42	2.42	1.68	0.32	0.91	452,008	108.83	71.53	9.47	21.73	20,797	8	-	-
064X	C	23.8%	2.95	1.67	1.12	0.16	0.87	435,532	128.35	77.19	12.24	35.14	12,395	4	-	-
083	C	10.2%	8.52	4.86	3.27	0.39	0.92	414,666	146.60	89.80	7.76	16.20	25,603	9	-	-
059	C	14.0%	6.15	3.45	2.39	0.30	0.95	404,540	110.42	71.63	10.02	16.25	24,900	7	-	-
001	S	7.1%	12.01	6.91	4.64	0.46	0.88	385,710	145.17	88.99	9.02	11.68	33,018	10	-	-
072	C	14.5%	5.72	3.28	2.20	0.24	0.93	364,373	136.35	82.36	11.03	21.25	17,149	4	1	-
026	N	13.8%	5.95	3.31	2.30	0.34	0.90	320,070	108.89	71.17	10.82	16.75	19,109	6	-	-
079	C	13.2%	6.73	3.77	2.62	0.34	0.97	317,759	108.40	71.20	9.58	14.74	21,558	6	-	-
056	N	12.2%	6.58	3.76	2.52	0.30	0.87	296,926	138.28	83.10	13.03	19.35	15,346	5	-	-
091	S	12.8%	8.07	4.46	3.10	0.51	1.11	280,858	110.26	72.09	7.72	12.72	22,087	8	-	-
033	N	15.5%	4.80	2.64	1.83	0.33	0.82	269,878	107.99	71.36	8.72	20.43	13,208	5	-	-
025	N	14.2%	5.89	3.36	2.33	0.20	0.94	266,672	108.83	71.47	9.11	16.43	16,229	3	-	-
089	S	15.2%	6.03	3.35	2.32	0.36	1.02	245,835	108.07	71.05	8.67	16.15	15,219	5	-	-
529	C	7.3%	11.66	6.53	4.39	0.74	0.87	243,869	150.37	90.84	13.14	12.76	19,110	10	-	-
090	S	13.6%	7.46	4.03	2.80	0.62	1.07	229,348	112.27	72.34	7.51	14.21	16,139	8	-	-
167	C	12.0%	7.69	4.21	2.86	0.62	0.97	144,800	109.76	71.16	8.83	13.66	10,601	5	-	-
129	N	12.6%	7.36	4.15	2.82	0.39	1.00	139,376	108.97	71.61	9.53	13.67	10,198	3	-	-
143	N	11.5%	7.32	4.12	2.80	0.40	0.90	135,843	107.28	69.72	9.63	13.72	9,903	3	-	-
050	C	15.3%	6.22	3.37	2.29	0.56	1.02	126,948	112.65	71.32	11.17	16.86	7,528	4	-	-
086	C	11.1%	8.27	4.57	3.17	0.53	0.97	101,451	107.24	71.11	8.29	12.32	8,234	3	-	-
153	N	7.8%	11.62	6.66	4.51	0.45	0.95	80,280	108.01	71.40	9.00	8.91	9,011	2	-	-
177	S	11.2%	9.41	5.10	3.45	0.86	1.08	62,375	109.23	71.30	8.53	11.34	5,500	3	-	-
178	C	8.8%	10.70	6.03	4.09	0.58	0.97	62,064	107.35	70.91	8.64	9.68	6,413	2	-	-
076	C	8.4%	10.82	6.12	4.11	0.59	0.94	60,494	134.91	81.36	11.60	12.08	5,008	2	-	-
082	S	17.0%	6.00	3.18	2.20	0.62	1.11	57,638	119.82	72.71	8.33	18.47	3,120	2	-	-
087	S	8.5%	10.98	6.07	4.21	0.70	0.95	51,196	110.33	71.92	7.37	9.82	5,215	2	-	-
085	S	8.0%	12.70	7.08	4.91	0.71	1.05	50,871	108.91	71.33	17.57	7.93	6,079	2	-	-
862	C	5.3%	17.08	10.72	5.43	0.93	0.90	38,709	135.08	76.79	17.57	7.93	4,883	2	-	-
123	N	8.7%	13.83	5.88	3.98	3.97	0.94	18,076	83.55	44.53	6.46	7.73	2,337	4	-	-

(1) Total bus count (429) is based on PM weekday equipment requirements.
 (2) Bus count for routes 53X, 57X and 64X are estimated based on total route 53, 57 and 64 equipment requirements.
 (3) C under Zone is Central County, N is North County and S is South County.



OCTA Operating Statistics By Route for Express Service (Sorted by Boardings)
Fiscal Year 2019-20 Through Q3

Route	Zone	Farebox	Subsidy per Boarding	Direct Subsidy	Indirect Subsidy	"Capital Subsidy" Per Boarding	Revenue per Boarding	Boardings	CostVSH	Direct CostVSH	CostVSM	BoardVSH	VSH	Bus Count		
														40 FT	32 FT	60 FT
794	C	20.4%	\$ 23.40	\$ 13.50	\$ 8.25	\$ 1.65	\$ 5.57	21,681	\$ 195.62	\$ 131.78	\$ 7.34	7.16	3,027	2	-	-
701	C	9.7%	27.22	14.93	9.38	2.91	2.62	18,464	259.39	161.29	10.84	9.63	1,917	3	-	-
721	N	4.6%	44.17	24.97	15.67	3.53	1.97	15,223	225.20	140.41	8.71	5.29	2,880	3	-	-
206	C	6.1%	24.53	10.21	6.24	8.08	1.07	8,872	153.54	92.71	7.81	8.77	1,012	4	-	-
213	N	2.3%	51.96	25.02	15.28	11.66	0.96	7,691	156.25	96.51	7.80	3.79	2,031	5	-	-

(1) Total bus count (429) is based on PMI weekday equipment requirements.

(2) C under Zone is Central County, N is North County and S is South County.



OCTA Operating Statistics By Route for Stationlink Service (Sorted by Boardings)
Fiscal Year 2019-20 Through Q3

Route	Zone	Farebox	Subsidy per Boarding	Direct Subsidy	Indirect Subsidy	"Capital Subsidy" Per Boarding	Revenue per Boarding	Boardings	CostVSH	Direct CostVSH	CostVSM	BoardVSH	VSH	Bus Count		
														40 FT	32 FT	60 FT
473	C	14.7%	\$ 7.29	\$ 3.34	\$ 2.25	\$ 1.70	\$ 0.96	31,577	\$ 150.69	\$ 85.47	\$ 13.13	22.97	1,374	3	-	-
453	N	7.7%	10.40	5.20	3.51	1.69	0.73	21,205	141.03	84.99	24.07	14.94	1,419	2	-	-
472	C	9.4%	11.56	5.29	3.56	2.71	0.92	19,879	135.42	84.72	11.84	13.86	1,434	3	-	-
480	C	8.2%	13.60	6.22	4.20	3.18	0.93	16,918	142.46	85.50	12.77	12.55	1,348	3	-	-
483	C	3.5%	28.66	14.57	9.82	4.27	0.89	12,592	143.03	85.43	13.33	5.66	2,226	3	-	-

(1) Total bus count (429) is based on PMI weekday equipment requirements.

(2) C under Zone is Central County, N is North County and S is South County.

Route Reference Table

Route	Route	Route Description	Main Street	Route Category
1	1	Long Beach - San Clemente	via Pacific Coast Hwy	LOCAL
25	25	Fullerton - Huntington Beach	via Knott Ave/ Goldenwest St	LOCAL
26	26	Fullerton - Placentia	via Commonwealth Ave/ Yorba Linda Blvd	LOCAL
29	29	La Habra - Huntington Beach	via Beach Blvd	LOCAL
30	30	Cerritos - Anaheim	via Orangethorpe Ave	LOCAL
33	33	Fullerton - Huntington Beach	via Magnolia St	LOCAL
35	35	Fullerton - Costa Mesa	via Brookhurst St	LOCAL
37	37	La Habra - Fountain Valley	via Euclid St	LOCAL
38	38	Lakewood - Anaheim Hills	via Del Amo Blvd/ La Palma Ave	LOCAL
42	42	Seal Beach - Orange	via Seal Beach Blvd/ Los Alamitos Blvd/ Lincoln Ave	LOCAL
43	43	Fullerton - Costa Mesa	via Harbor Blvd	LOCAL
46	46	Long Beach - Orange	via Ball Road/ Taft Ave	LOCAL
47	47	Fullerton - Balboa	via Anaheim Blvd/ Fairview St	LOCAL
50	50	Long Beach - Orange	via Katella Ave	LOCAL
53	53/53X	Anaheim - Irvine	via Main St	LOCAL
54	54	Garden Grove - Orange	via Chapman Ave	LOCAL
55	55	Santa Ana - Newport Beach	via Standard Ave/ Bristol St/ Fairview St/ 17th St	LOCAL
56	56	Garden Grove - Orange	via Garden Grove Blvd	LOCAL
57	57/57X	Brea - Newport Beach	via State College Blvd/ Bristol St	LOCAL
59	59	Anaheim - Irvine	via Kraemer Blvd/ Glassell St/ Grand Ave/ Von Karman Ave	LOCAL
60	60	Long Beach - Tustin	via Westminster Ave/ 17th St	LOCAL
64	64/64X	Huntington Beach - Tustin	via Bolsa Ave/ 1st St	LOCAL
66	66	Huntington Beach - Irvine	via McFadden Ave/ Walnut Ave	LOCAL
70	70	Sunset Beach - Tustin	via Edinger Ave	LOCAL
71	71	Yorba Linda - Newport Beach	via Tustin Ave/ Red Hill Ave/ Newport Blvd	LOCAL
72	72	Sunset Beach - Tustin	via Warner Ave	LOCAL
76	76	Huntington Beach - John Wayne Airport	via Talbert Ave/ MacArthur Blvd	LOCAL
79	79	Tustin - Newport Beach	via Bryan Ave/ Culver Dr/ University Ave	LOCAL
82	82	Foothill Ranch - Rancho Santa Margarita	via Portola Pkwy/ Santa Margarita Pkwy	LOCAL
83	83	Anaheim - Laguna Hills	via 5 Fwy/ Main St	LOCAL
85	85	Mission Viejo - Laguna Niguel	via Marguerite Pkwy/ Crown Valley Pkwy	LOCAL
86	86	Costa Mesa - Mission Viejo	via Alton Pkwy/ Jeronimo Rd	LOCAL
87	87	Rancho Santa Margarita - Laguna Niguel	via Alicia Pkwy	LOCAL
89	89	Mission Viejo - Laguna Beach	via El Toro Rd/ Laguna Canyon Rd	LOCAL
90	90	Tustin - Dana Point	via Irvine Center Dr/ Moulton Pkwy/ Golden Lantern St	LOCAL
91	91	Laguna Hills - San Clemente	via Paseo de Valencia/ Camino Capistrano/ Del Obispo St	LOCAL
123	123	Anaheim - Huntington Beach	via Malvern Ave/ Valley View / Bolsa Chica	COMMUNITY
129	129	La Habra - Anaheim	via La Habra Blvd/ Brea Blvd/ Birch St/ Kraemer Blvd	COMMUNITY
143	143	La Habra - Brea	via Whittier Blvd/ Harbor Blvd/ Brea Blvd/ Birch St	COMMUNITY
150	150	Santa Ana - Costa Mesa	via Fairview St/ Flower St	COMMUNITY
153	153	Brea - Anaheim	via Placentia Ave	COMMUNITY
167	167	Orange - Irvine	via Irvine Ave/ Hewes St/ Jeffrey Rd	COMMUNITY
177	177	Foothill Ranch - Laguna Hills	via Lake Forest Dr/ Muirlands Blvd/ Los Alisos Blvd	COMMUNITY
178	178	Huntington Beach - Irvine	via Adams Ave/ Birch St/ Campus Dr	COMMUNITY
862	862	Downtown Santa Ana Shuttle	via Civic Center Dr	COMMUNITY
206	206	Santa Ana - Lake Forest Express	via 5 Fwy	EXPRESS BUS
213	213	Brea - Irvine Express	via 55 Fwy	EXPRESS BUS
453	453	Orange Transportation Center - St. Joseph's Hospital	via Chapman Ave/ Main St/ La Veta Ave	STATIONLINK
463	463	Santa Ana Regional transportation Center - Hutton Centre	via Grand Ave	STATIONLINK
472	472	Tustin Metrolink Station - Irvine Business Complex	via Edinger Ave/ Red Hill Ave/ Campus Dr/ Jamboree Rd	STATIONLINK
473	473	Tustin Metrolink Station - U.C.I.	via Edinger Ave/ Harvard Ave	STATIONLINK
480	480	Irvine Metrolink Station - Lake Forest	via Alton Pkwy/ Bake Pkwy/ Lake Forest Dr	STATIONLINK
529	529	Fullerton - Huntington Beach	via Beach Blvd	BRAVO
543	543	Fullerton Transportation Center - Santa Ana	via Harbor Blvd	BRAVO
560	560	Santa Ana - Long Beach	via 17th St/ Westminster Blvd	BRAVO
701	701	Huntington Beach - Los Angeles Express	via 405 Fwy/ 605 Fwy/ 105 Fwy/ 110 Fwy	EXPRESS BUS
721	721	Fullerton - Los Angeles Express	via 110 Fwy/ 91 Fwy	EXPRESS BUS
794	794	Riverside / Corona - South Coast Metro Express	via 91 Fwy/ 55 Fwy	EXPRESS BUS

OC Bus 360° Plan: Performance to Date

To address declining bus ridership, the OCTA Board of Directors (Board) endorsed a comprehensive action plan known as OC Bus 360° plan in 2015. This effort included a comprehensive review of current and former rider perceptions, a peer review panel that reviewed OCTA's performance and plans, new branding and marketing tactics tied to rider needs, upgraded bus routes and services to better match demand and capacity, technology solutions to improve passenger experience, and pricing, as well as other revenue changes to stimulate ridership and provide new funding.

Extensive work was invested by OCTA divisions to implement the OC Bus 360° plan. These efforts included:

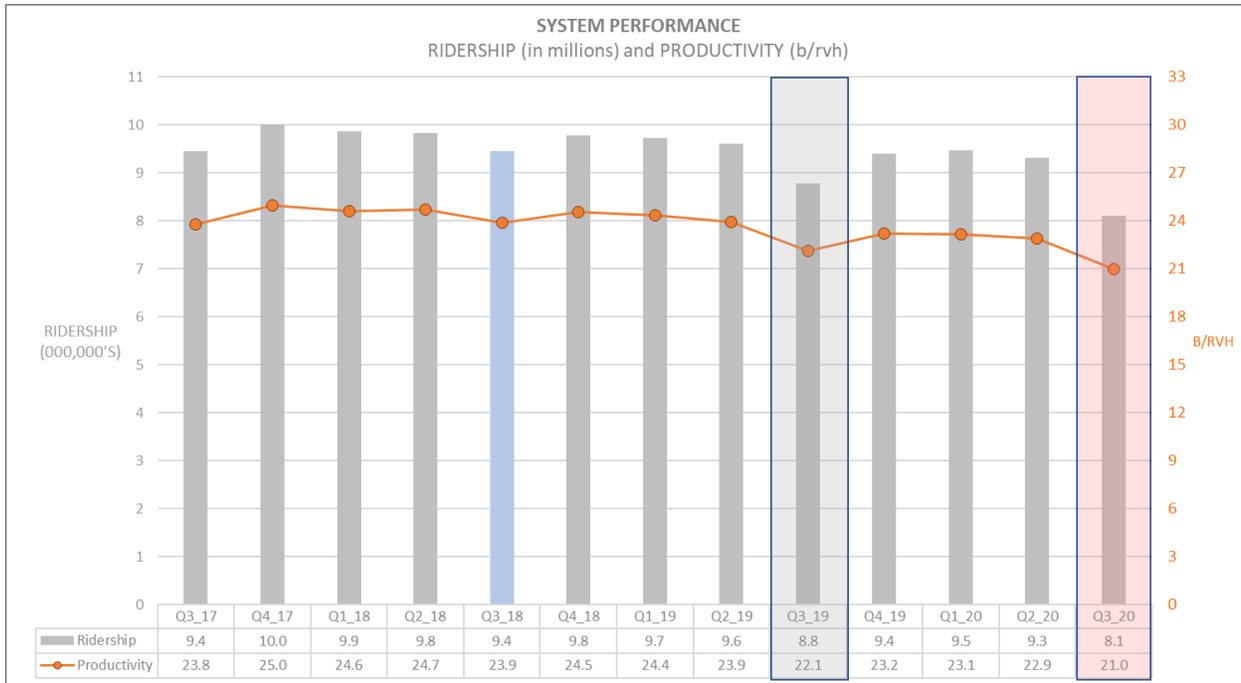
- Implementation of new and faster bus routes;
- Redeployment of services in June 2016, October 2016, October 2017, and February 2018, to improve efficiencies and build ridership;
- Competitively awarded grants to local agencies through Project V for transit services tailored to community needs;
- Implementation of a promotional fare and college pass program;
- Rollout of new technologies, such as mobile ticketing, real-time bus arrival information, a microtransit service; and
- Extensive marketing, public outreach, and promotional campaigns.

Impact of the Service Changes

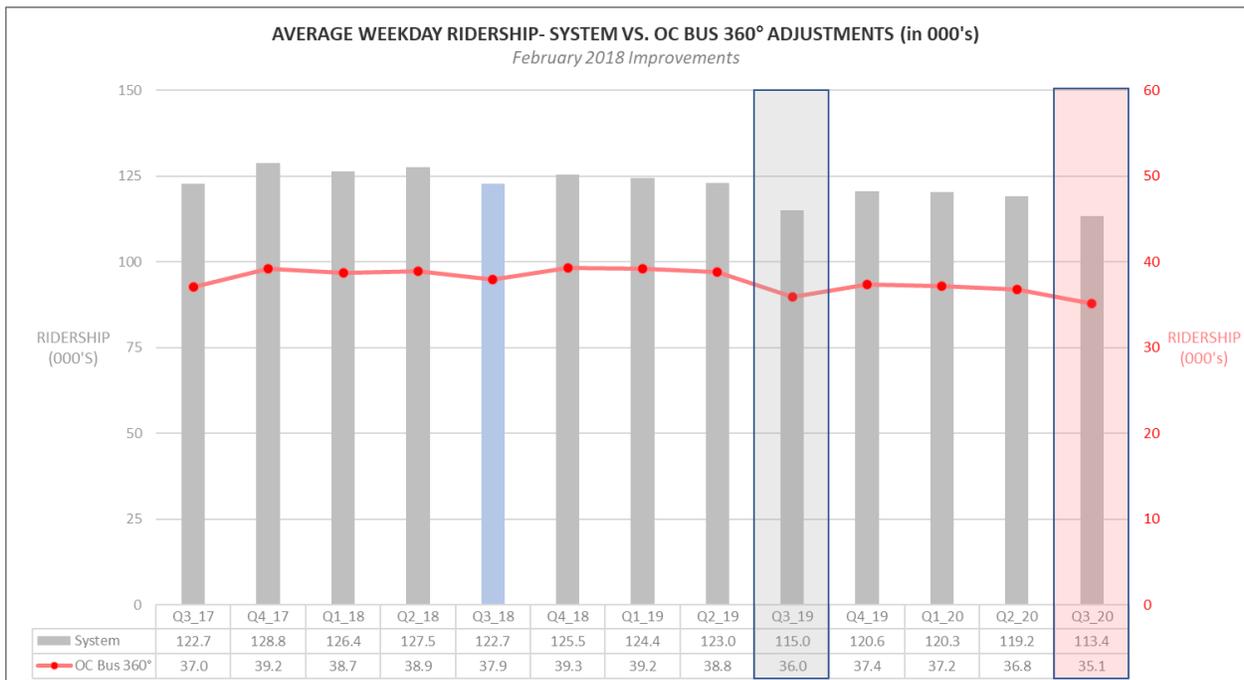
Of the series of approved bus service changes under the OC Bus 360° plan, the changes implemented in October 2016 and February 2018 were the most significant and are tracked for overall OC Bus 360° plan impact. Provided below is a series of charts that show overall system performance over the last 13 quarters and the impact of the route adjustments implemented to date under the plan. In this review, performance is measured by change in average weekday boardings for routes that were improved and average B/RVH for routes that were reduced. This analysis is necessary and ongoing to gauge the effectiveness of the recommended changes and the overall OC Bus 360° plan. The trend of overall system ridership and productivity is provided on the following chart. Though the trend was favorable through January and February, the impact of the COVID-19 pandemic had a substantial impact on ridership and productivity.

Through the third quarter of FY 2019-20:

- Ridership was 13.0 percent lower than the previous quarter, and 7.6 percent lower than the same quarter last year.
- Productivity through the third quarter fell by 8.3 percent from last quarter and dropped by 4.5 percent from the same quarter last year.

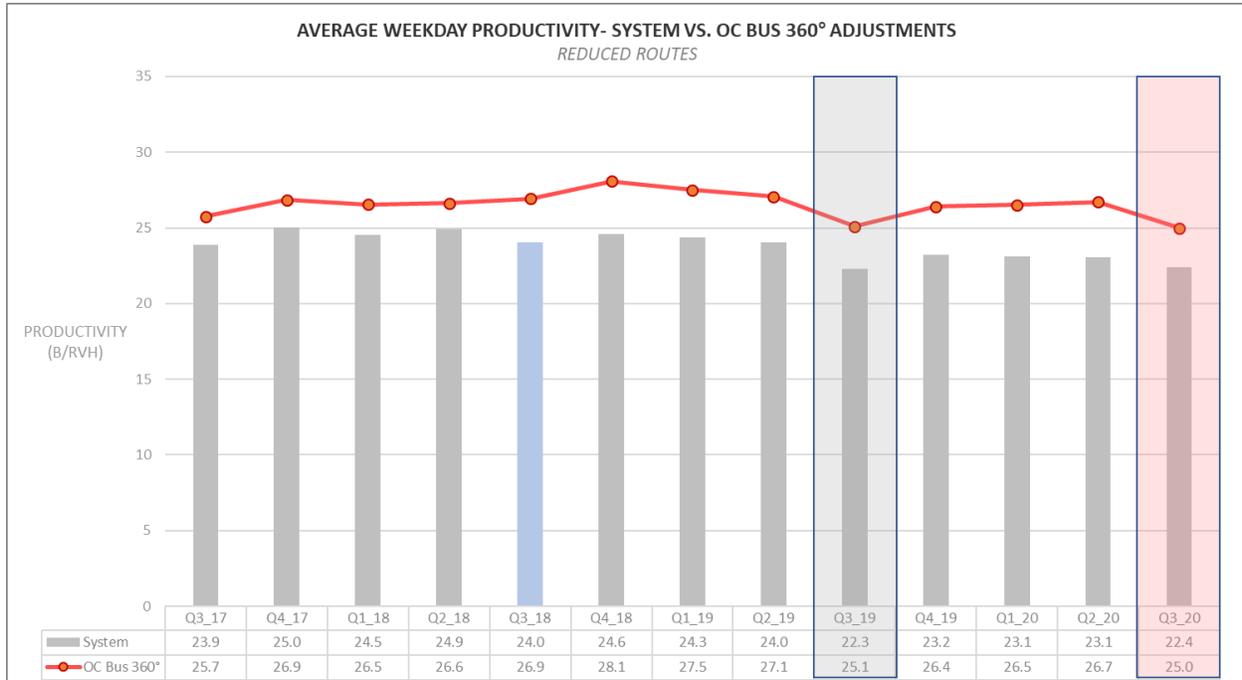


The impacts of the adjustments implemented under the OC Bus 360° plan are consistent with the systemwide trend, including the decrease with respect to the COVID-19 pandemic. The following chart compares the system trend against the group of routes improved under the OC Bus 360° plan. The average weekday ridership systemwide and for the improved routes dropped by 4.8 percent and 4.5 percent compared to last quarter and dropped by 1.4 percent and 2.4 percent respectively compared to the same quarter last year.



Improved system and route productivity are the goals for services that are *reduced or eliminated* under the OC Bus 360° plan – making low performing routes more productive.

The following chart compares the system productivity trend against the productivity of the group of routes that were reduced/eliminated, most recently, in February 2018.



During the third quarter of FY 2019-20, productivity systemwide and for the collective reductions decreased by 2.7 percent and 6.5 percent, respectively compared to last quarter. Compared to the same quarter last year, systemwide productivity was up by 0.6 percent and the collective reductions were down by 0.5 percent. Overall, the productivity for the routes reduced under OC Bus 360° remain above the system average by 11.3 percent.

Other OC Bus 360° Initiatives

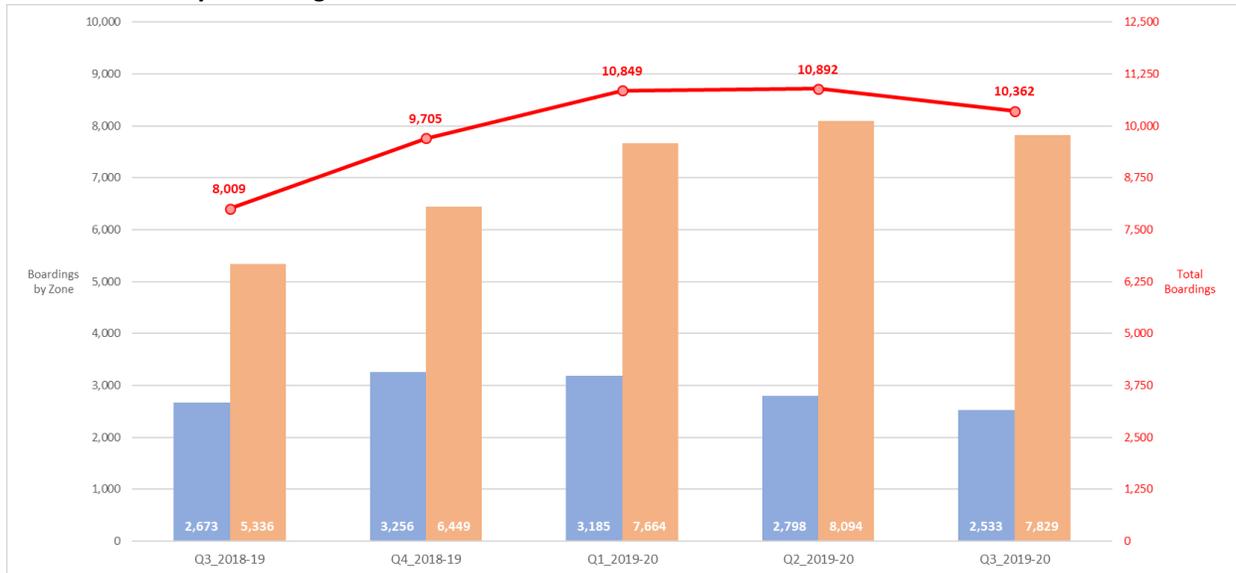
OC Flex Pilot Program

OC Flex service launched in October 2018 in two zones under a one-year pilot program. The OCTA Board approved five primary goals and performance metrics to evaluate the pilot program. Upon approval of the pilot program, the Board directed staff to provide updates on the performance metrics as part of quarterly Bus Operations Performance Measurements Report.

For the third quarter of FY 2019-20, ridership experienced a decrease due to the impacts associated with the COVID-19 pandemic in mid-March. The two performance metrics related to shared trips and connected trips continue to exceed the respective targets. The measures related to productivity and subsidy per boarding continue to trend in the right direction, though they remain below target. The performance improvement expected from the adjustments implemented in February 2020 did not occur due to the reduced travel demand associated with the “Safer at Home” orders passed down

nationally and statewide. Additionally, service in the Blue zone was suspended on March 23, 2020 due to extremely low demand. Staff is now considering options for the near and long-term options for the OC Flex service post-COVID-19 pandemic.

OC Flex Ridership – Through Q3-FY2019-20

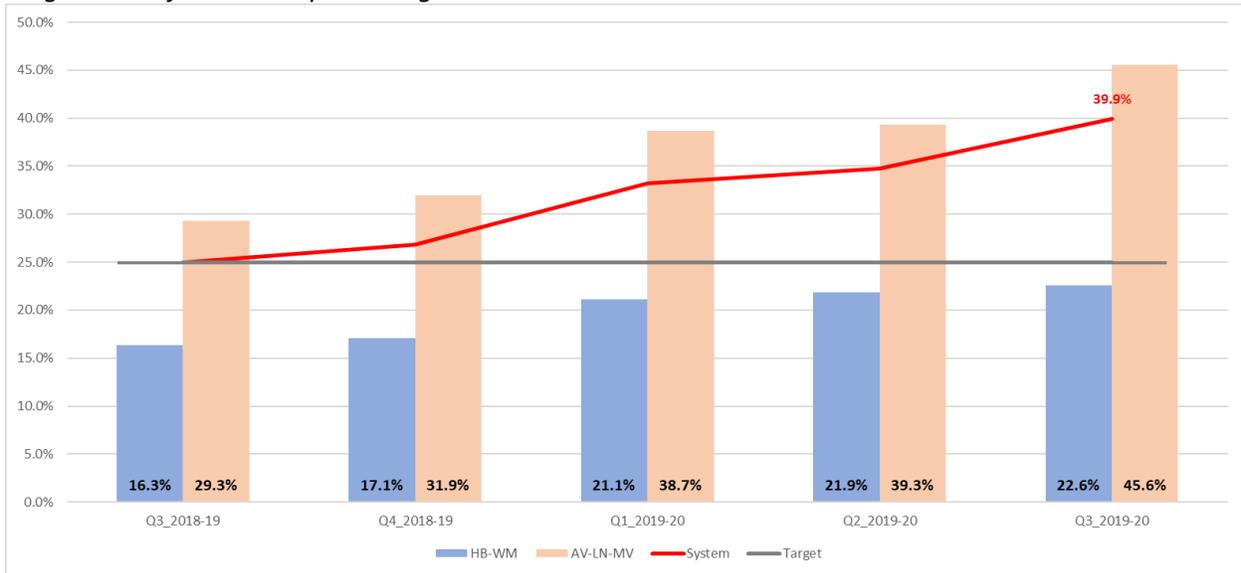


OC Flex Productivity (B/RVH) and Direct Subsidy per Boarding – Through Q3-FY2019-20

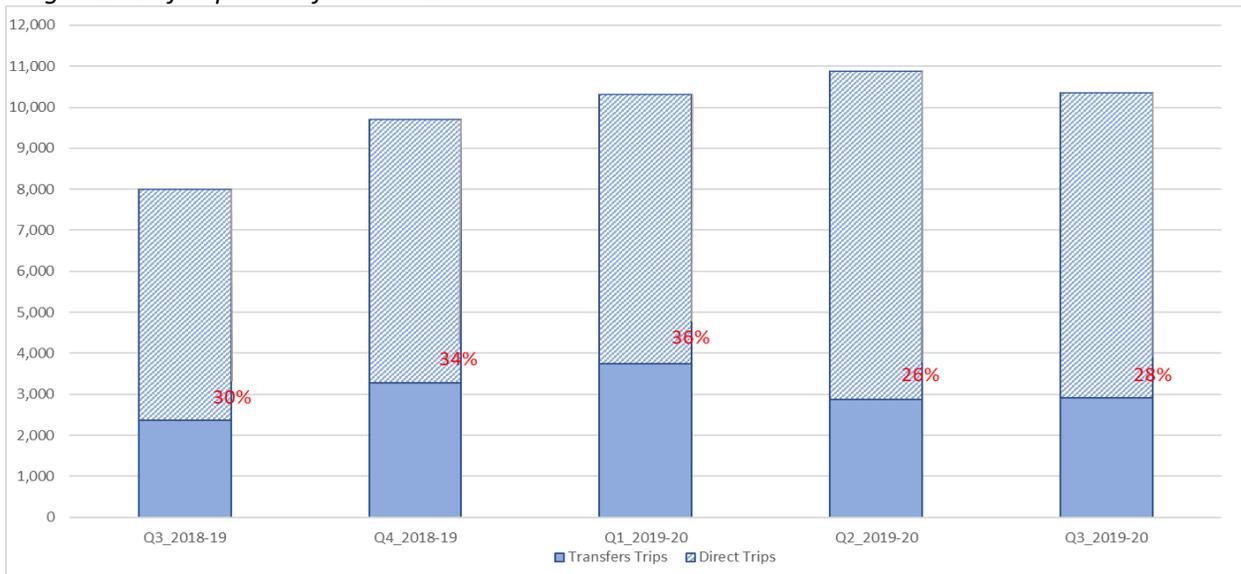
Targets: Productivity – 6 b/rvh; Direct Subsidy per Boarding - \$9 per Boarding



OC Flex Shared Trips – Through Q3-FY2019-20
Target: 25% of Booked Trips Sharing a Vehicle



OC Flex Connecting Trips (Transfers) – Through Q3-FY2019-20
Target: 25% of Trips Transfer to OC Bus or Metrolink Service



College Pass Program

The College Pass Program started in August 2017 with students from Santa Ana College and continuing education students from Santa Ana College and Santiago Canyon College. In August 2018, the program expanded to include all students from Santiago Canyon College. In Fall 2019, both Golden West and Fullerton colleges joined the College Pass Program.

Driven by significant ridership decreases in March 2020 due to the COVID-19 pandemic, the third quarter of FY 2019-20 saw an overall 22.9 percent decrease in ridership compared to the same period the prior year in continuing colleges. In the month of March alone, continuing colleges saw decreases of between 44 to 64 percent of ridership from the prior year. Fullerton and Golden West colleges, which joined the College Pass Program this year, saw ridership in March 2020 decrease from the prior month by 42 and 66 percent respectively.

Despite the impact of the third quarter, since starting on August 26, 2019 to the end of the March 2020 reporting period, Fullerton College reported 161,895 boardings and Golden West College reported 97,012 boardings.

The College Pass continued to attract new student riders at Golden West and Fullerton colleges, with the cumulative total of unique student riders to date continuing to increase. The number of unique student riders at Fullerton College increased by 125 percent (from 1,192 in August 2019 to 2,682 by the end of March 2020) and number of unique student riders at Golden West College increasing by 220 percent (from 422 in August 2019 to 1,352 by the end of March 2020).

As of March 31, 2020, less than three years since starting in August 2017, the overall College Pass Program has reported 3.22 million boardings with 18,958 unique students among participating colleges.

The college pass program has been very successful and popular among students and colleges. Even with the possibility of remote instruction in the Fall 2020 term, additional colleges request to join the program. OCTA continues to work with other interested colleges to expand the College Pass program with college-provided funding or student fees and available Low Carbon Transit Operations Program and Mobile Source Air Pollution Reduction grant funds.



June 22, 2020

To: Members of the Board of Directors

From: Darrell E. Johnson, Chief Executive Officer

Subject: Approval to Release Request for Proposals for Consultant Services to Prepare the Project Report and Environmental Document for the Interstate 5 Improvement Project from San Diego County Line to Avenida Pico

Overview

Staff has developed a request for proposals to initiate a competitive procurement process to retain consultant services to prepare the project report and environmental document for the Interstate 5 improvement project from San Diego County Line to Avenida Pico.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 0-2335 for consultant services to prepare the project report and environmental document for the Interstate 5 improvement project from San Diego County Line to Avenida Pico.
- B. Approve the release of Request for Proposals 0-2335 for consultant services to prepare the project report and environmental document for the Interstate 5 improvement project from San Diego County Line to Avenida Pico.

Discussion

The Transportation Corridor Agencies (TCA) and the California Department of Transportation (Caltrans) are concluding efforts on the South County Traffic Relief Effort (SCTRE). Based on technical work, public feedback, and policy direction, three alternatives are proposed to move forward into project development. On March 12, 2020, the TCA Board of Directors approved recommendations to proceed with project development of a non-tolled extension of Los Patrones Parkway, widening of Ortega Highway between Calle Entradero and Reata Road, and the extension of high-occupancy

Approval to Release Request for Proposals for Consultant Services to Prepare the Project Report and Environmental Document for the Interstate 5 Improvement Project from San Diego County Line to Avenida Pico **Page 2**

vehicle (HOV) lane improvements on Interstate 5 (I-5) from the San Diego County Line to Avenida Pico. On April 13, 2020, the Orange County Transportation Authority (OCTA) Board of Directors (Board) also approved recommendations to proceed with these projects. Caltrans and TCA will provide a final project report for SCTRE that will formalize these recommendations.

The I-5 improvement project from San Diego County Line to Avenida Pico (Project) would complete the HOV lane network in Orange County and complement the I-5 HOV improvements that were recently completed as part of Project C in the Measure M2 freeway program. The Project proposes to construct one HOV lane in each direction on I-5 from the San Diego County Line to Avenida Pico, reestablish existing auxiliary lanes, and modify interchange ramps.

Approving the release of a request for proposals (RFP) for the preparation of the project report and environmental document services at this time will enable the project approval/environmental document phase of the Project to begin in mid-2021.

Procurement Approach

OCTA Board-approved procurement policies and procedures require that the Board approve all RFPs over \$1,000,000, as well as approve the evaluation criteria and weightings. Staff is submitting for Board approval the draft RFP and evaluation criteria and weightings, which will be used to evaluate proposals received in response to the RFP. The recommended evaluation criteria and weightings are as follows:

- Qualifications of the Firm 25 percent
- Staffing and Project Organization 40 percent
- Work Plan 35 percent

The evaluation criteria are consistent with criteria developed for similar architectural and engineering (A&E) procurements. Several factors were considered in developing the criteria weightings. Staff assigned the greatest level of importance to staffing and project organization, as the qualifications of the project manager and other key task leaders are of most importance to the timely delivery of the Project. Likewise, staff assigned a high level of importance to the work plan as the technical approach is critical to the successful performance of the Project. The qualifications of the firm in performing work of

Approval to Release Request for Proposals for Consultant Services to Prepare the Project Report and Environmental Document for the Interstate 5 Improvement Project from San Diego County Line to Avenida Pico **Page 3**

similar scope and size are also very important to the success of the Project. As this is an A&E procurement, price is not an evaluation criterion pursuant to state and federal laws.

This RFP will be released upon Board approval of these recommendations.

Fiscal Impact

The Project is included in OCTA's Fiscal Year 2020-21 Budget, Capital Programs Division, Account 0001-7519-A9160-F17, and will be funded through federal Surface Transportation Block Grant funding.

Summary

Board of Directors' approval is requested to release Request for Proposals 0-2335 for consultant services to prepare the project report and environmental document for the Interstate 5 improvement project from San Diego County Line to Avenida Pico.

Approval to Release Request for Proposals for Consultant Services to Prepare the Project Report and Environmental Document for the Interstate 5 Improvement Project from San Diego County Line to Avenida Pico **Page 4**

Attachment

- A. Draft Request for Proposals (RFP) 0-2335, Consultant Services to Prepare the Project Report and Environmental Document for the Interstate 5 Improvement Project from San Diego County Line to Avenida Pico

Prepared by:



Josue Vaglienty, P.E.
Senior Project Manager
(714) 560-5852



Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623

Approved by:



James G. Beil, P.E.
Executive Director, Capital Programs
(714) 560-5646

REQUEST FOR PROPOSALS (RFP) 0-2335

**CONSULTANT SERVICES TO PREPARE THE
PROJECT REPORT AND ENVIRONMENTAL
DOCUMENT FOR THE INTERSTATE 5
IMPROVEMENT PROJECT FROM SAN DIEGO
COUNTY LINE TO AVENIDA PICO**



**ORANGE COUNTY TRANSPORTATION AUTHORITY
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282**

Key RFP Dates

Issue Date:	June 22, 2020
Pre-Proposal Conference Date:	June 25, 2020
Question Submittal Date:	July 1, 2020
Proposal Submittal Date:	July 22, 2020
Interview Date:	August 18, 2020

**SURFACE TRANSPORTATION BLOCK GRANT FUNDS/FEDERAL HIGHWAY
ADMINISTRATION FUNDED PROJECT**

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June 22, 2020

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 0-2335: “CONSULTANT SERVICES TO PREPARE THE PROJECT REPORT AND ENVIRONMENTAL DOCUMENT FOR THE INTERSTATE 5 IMPROVEMENT PROJECT FROM SAN DIEGO COUNTY LINE TO AVENIDA PICO”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified firms for Consultant Services to Prepare the Project Report and Environmental Document for the Interstate 5 Improvement Project from San Diego County Line to Avenida Pico.

The Authority intends to award a single contract as a result of this procurement.

The Authority has made the following documents available on CAMM NET for review:

1. Project Study Report – Project Development Support (PSR/PDS) on Interstate 5 between Avenida Pico and San Diego County Line
2. South County Traffic Relief Effort Report

The Authority has set a **14%** Disadvantaged Business Enterprise (DBE) participation goal for this project. Award of this contract is contingent upon Consultant meeting the DBE attainment requirements including the good faith effort to meet the established goal.

Offerors are advised that by signing their proposal, they are certifying that they and their subconsultants are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

Offerors are advised that all Consultant proposals and supporting documents for the project contract are subject to audit or review by the California Department of Transportation (Caltrans) or the Federal Highways Administration (FHWA). The Cost Proposal is subject to an audit or Certified Public Accountant (CPA) Indirect Cost (Overhead) Audit Workpaper Review.

The Cost Proposal shall be adjusted by the Consultant and approved by the Authority's Contract Administrator to conform to the Workpaper Review recommendations or audit recommendations. The Consultant agrees that individual terms of cost identified in the audit report shall be incorporated into the agreement by this reference if directed by the Authority at its sole discretion. Refusal by the Consultant to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

In response to Caltrans' audit/review requirements, Offeror and all their subconsultants will be required to submit, after award of contract, Caltrans Exhibit 10-K entitled "Certification of Contract Costs and Financial Management System", a copy of which is attached to this RFP as Exhibit J. As part of this certification, the prime and all subconsultants must show their financial system's ability to segregate cost elements.

Proposals must be received in the Authority's office at or before 2:00 p.m. on July 22, 2020.

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Michael Le, Contract Administrator**

Proposals delivered using the U.S. Postal Service shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Michael Le, Contract Administrator**

Proposals and amendments to proposals received after the date and time specified above will be returned to the Offerors unopened.

Firms interested in obtaining a copy of this Request for Proposals (RFP) may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net>. From the site menu click on CAMM NET to register.

To receive all further information regarding this RFP 0-2335, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Professional Services	Engineering - Right of Way Engineering - Architectural Engineering - Traffic Architect Services, Professional Engineering - Civil Engineering - Environmental
Professional Consulting	Traffic Planning Consulting Environmental Consulting Consultant Services - General Architectural & Engineering Design Consulting

A pre-proposal conference will be held via tele-conference on **June 25, 2020**, at **9:00 a.m.** Prospective offerors may call-in using the following credentials:

- Call-in number: 714-558-5200
- Conference ID: 342894

No on-site meeting will be held. A copy of the presentation slides and a pre-proposal registration sheet will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

Offeror's are asked to submit written statements of technical qualifications and describe in detail their work plan for completing the work specified in the Request for Proposal. **No Cost Proposal or estimate of work hours is to be included in this phase of the RFP process.**

The Authority has established **August 18, 2020**, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. Seq. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum wage schedules. Offerors must use the current wage schedules applicable at the time the work is in progress.

Offerors are encouraged to subcontract with small businesses to the maximum extent possible.

All Offerors will be required to comply with all applicable equal opportunity laws and regulations.

The award of this contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Work.

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS**A. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held via tele-conference on **June 25, 2020**, at **9:00 a.m.** Prospective Offerors may call-in using the following credentials:

- Call-in number: 714-558-5200
- Conference ID: 342894

No onsite meeting will be held. A copy of the presentation slides and a pre-proposal registration sheet will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the Authority's objectives.

C. ADDENDA

The Authority reserves the right to revise the RFP documents. Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

D. AUTHORITY CONTACT

All communication and/or contacts with Authority staff regarding this RFP are to be directed to the following Contract Administrator:

Michael Le, Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5314, Fax: 714.560.5792
Email: mle1@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no proposer, subcontractor, lobbyist or agent hired by the proposer shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any proposer, subcontractor, lobbyist or agent hired by the proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority.

E. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section D.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on **July 1, 2020**.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: mle1@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than **July 7, 2020**. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Michael Le, Contract Administrator.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor’s on-line registration profile:

<u>Category:</u> Professional Services	<u>Commodity:</u> Engineering - Right of Way Engineering - Architectural Engineering - Traffic Architect Services, Professional Engineering - Civil Engineering - Environmental Traffic Planning Consulting Environmental Consulting Consultant Services - General Architectural & Engineering Design Consulting
Professional Consulting	

Inquiries received after 5:00 p.m. on July 1, 2020, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Authority’s office at or before 2:00 p.m. on **July 22, 2020**.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

2. Address

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Michael Le, Contract Administrator**

Or proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
P.O. Box 14184
Orange, California 92863-1584
Attention: Michael Le, Contract Administrator**

3. Identification of Proposals

Offeror shall submit an **original and 6 copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number. In addition to the above, ***Proposers shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format, on a CD, DVD, or flash drive.***

4. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Offeror in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the Authority;
3. Negotiating with the Authority any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

H. JOINT OFFERS

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the contract.

J. PROTEST PROCEDURES

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator responsible for this procurement. Any protests filed by an Offeror in connection with this RFP must be submitted in accordance with the Authority's written procedures.

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying firm-fixed prices for individual tasks specified in the Scope of Work, included in this RFP as Exhibit A.

L. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work

identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor. All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

M. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et.seq., and all applicable Federal requirements respecting prevailing wages. The proposer to whom a contract for the work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at the Authority's principal office at 550 S. Main Street, Orange, CA 92868 and are available to any interested party on request.

N. CODE OF CONDUCT

All Offerors agree to comply with the Authority's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. All Offerors agree to include these requirements in all of its subcontracts.

O. DISADVANTAGED BUSINESS ENTERPRISE

The Authority has established a 14 percent (**14%**) Disadvantaged Business Enterprise (DBE) participation goal for the services required in this solicitation.

P. NONDISCRIMINATION

The Authority hereby notifies all Offerors 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.

Q. PRIME AND LOWER TIER DEBARMENT

Offerors are advised that by signing their proposal, they are certifying that they and their subconsultants are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

R. CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

Offerors and all their subconsultants will be required to submit, after award of contract, Exhibit 10-K entitled "Certification of Contract Costs and Financial Management System", a copy of which is attached to this RFP. As part of this certification, the prime and all subconsultants must show their financial system's ability to segregate cost elements.

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Michael Le, Contract Administrator and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, whether the firm is a Disadvantaged Business Enterprise (DBE), contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (5) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.
- (6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the method, which will be used by the Offeror to manage the project as well as identify key personnel assigned.

Offeror to:

- (1) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Indicate adequacy of labor resources utilizing a table projecting the resource-allocation to the project by individual task.
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

Offeror should provide a narrative, which addresses the Scope of Work, and shows Offeror's understanding of Authority's needs and requirements.

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.

- (3) Furnish a project schedule for completing the tasks in terms of elapsed weeks.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit B), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit B). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

e. Public Records Act Indemnification

Proposals received by Authority are subject to the California Public Records Act, Government Code section 6250 et seq. (the "Act"), except as otherwise provided in the Act. Proposers should familiarize themselves and exceptions thereto. In no event shall the Authority or any of its agents, representatives, consultants, directors, officers, or employees be liable to a Proposer for the disclosure of any materials or information submitted in response to the RFP. Proposers must complete and sign the Exhibit L, Public Records Act Indemnification – Proposal Documents, and submit it with the proposal. Failure to complete Exhibit L may cause the proposal to be deemed non-responsive to this RFP and may no longer continue in the evaluation process.

If a California Public Records Act request is received by Authority for the release of information identified by Proposer as propriety, trade secret, or confidential, the request will be referred to Proposer for review and consideration. If Proposer requests that the information be withheld from release, Proposer shall provide such request in writing with the legal basis under the Act for each requested withholding. Failure to notify the Authority in writing of its desire to withhold the records within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such documents, shall constitute a waiver of any claims Proposer may have had related to such disclosure.

Authority will review the request, determine if the disclosure of the records is required by law, and notify Proposer of such determination. If Authority determines that the disclosure of records is required by law, Authority will notify Proposer of such determination and provide Proposer the opportunity to seek a protective order or other appropriate legal relief to protect the records.

Proposer shall defend and hold harmless Authority from any legal action arising from such withholding, as further detailed in Exhibit L, Public Records Act Indemnification – Proposal Documents.

4. Cost and Price Proposal

Offerors are asked to submit only the technical qualifications as requested in the RFP. **No cost proposal or work hours are to be included in this phase of the RFP process.** Upon completion of the initial evaluations and interviews, if conducted, the highest ranked Offeror will be asked to submit a detailed cost proposal and negotiations will commence based on both the cost and technical proposals.

5. Appendices

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

B. FORMS

1. Campaign Contribution Disclosure Form

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime contractor, subconsultants, lobbyists and agents are required to report all campaign contributions made from the proposal submittal date up to and until the Board of Directors makes a selection.

Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal and it must be included in only the **original** proposal.

2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not

limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its proposals and it should be included in only the original proposal.

3. Certification of Restrictions on Lobbying

This form requires the Offeror to certify compliance with the lobbying requirements of 31 U.S.C. Section 1352 and the applicable regulations under 49 CFR part 19 and 20. (Required if the bid is equal or greater than \$100,000). The offeror is required to submit the Certification of Restrictions on Lobbying Form” and “Disclosure of Lobbying Activities Form”, in order for the offeror’s proposal to be responsive and to be considered for evaluation.

4. Disclosure of Lobbying Activities

This form requires the Offeror to disclose lobbying activities pursuant to the requirements of 31 U.S.C. Section 1352. If Offeror does not have any reportable activities to disclose, they shall check the box entitled “No Reportable Activities” on the attached Standard Form-LLL “Disclosure of Lobbying Activities” and complete Section 16 of the form in order for the offeror’s proposal to be responsive and to be considered for evaluation. The certifying official shall sign and date the form, print his/her name, title and telephone number.

5. Safety Specifications

Offerors shall comply with Safety Specifications Level 1 as included in this RFP as Exhibit H, during the term of the awarded Agreement.

6. Certification of Consultant, Commissions & Fees

In receiving federal funds, Offeror is required to complete the Certification of Consultant, Commissions and Fees form. This form is to be included with Offeror’s proposal.

7. Request for DBE Subcontractor/Supplier Substitution

Substitution of subcontractors shall be in accordance with the Contract terms and condition. If a listed or approved DBE Subcontractor is unable to perform the work in accordance with the Contract Specifications, the Prime Contractor shall replace the Subcontractor with another DBE Subcontractor, or make good faith efforts to do so in accordance with the Contract terms and conditions. Such request for substitution is subject to approval by the Authority.

8. Disadvantaged Business Enterprise Solicitation Provisions – DBE Participation Listing Forms

Offer shall complete and submit to the Authority in their proposal Exhibits E-1, E-2, and E-3 per the instructions set forth in Section II: “Instructions to Offerors” and Exhibit E: “Disadvantage Business Enterprise” – Requirements and Instructions.

- E-1 DBE Participation Commitment Form
- E-2 DBE Information – Good Faith Efforts
- E-3 Bidders List
- E-4 (Exhibit 10-O2) – Consultant Contract DBE Information
- E-5 Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors
- E-6 Monthly Race-Conscious DBE Subcontractors Paid Report Summary and payment Verification (Form 103)
- F Request for DBE Subcontractor/Supplier Substitution

9. Certification of Contract Costs and Financial Management System “Exhibit 10-K”

This exhibit entitled “Exhibit 10-K Certification of Contract Costs and Financial Management System” (RFP Exhibit J) is to be completed by Offeror and all subconsultants after award of contract. As part of this certification, the prime and all subconsultants must show their financial system’s ability to segregate cost elements.

10. Proposal Exceptions and/or Deviations Form

Offerors shall complete the form entitled “Proposal Exceptions and/or Deviations” provided in this RFP and submit it as part of the original proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

11. Public Records Act Indemnification Form

Offerors shall complete and sign the form entitled "Public Records Act Indemnification" provided in this RFP and submit it as part of the original proposal. Proposers must complete and sign either Option 1 or Option 2 whichever applies.

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

The Authority will evaluate the offers received based on the following criteria:

1. **Qualifications of the Firm** **25%**

 Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.

2. **Staffing and Project Organization** **40%**

 Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.

3. **Work Plan** **35%**

 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.

B. EVALUATION PROCEDURE

An evaluation committee will be appointed to review all proposals received for this RFP. The committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written proposals using criteria identified in Section III A. A list of top ranked proposals, firms within a competitive range, will be developed based upon the totals of each committee members' score for each proposal.

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established **August 18, 2020**, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the evaluation process, the evaluation committee will rank proposals and will recommend to the Regional Planning and Highways Committee, the Offeror(s) with the highest ranking. The Regional Planning and Highways Committee(s) will review the evaluation committee's recommendation and forward its recommendation to the Board of Directors for final action.

C. AWARD

The Evaluation Committee will select a firm to recommend to the Authority's Board of Directors. At the same time the recommended Offeror will be asked to submit a sealed price proposal. In conjunction with its action of selecting a firm, the Authority's Board of Directors will authorize staff to negotiate a contract price and other terms and conditions. The Board will also grant staff the ability to terminate negotiations with the selected Offeror if no satisfactory agreement can be reached and to begin negotiations with the next highest-ranked Offeror until a satisfactory agreement has been achieved.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected Offeror and subconsultants will be required to submit to an audit of its financial records to confirm its financial stability and the Offeror's accounting system. Additionally, the selected Offeror will be required to submit to the Authority's Accounting Department a current IRS W-9 Form prior to commencing work.

All Consultant proposals and supporting documents for the project contract are subject to audit or review by the California Department of Transportation (Caltrans) or the Federal Highways Administration (FHWA). The Cost Proposal is subject to an audit or Certified Public Accountant (CPA) Indirect Cost (Overhead) Audit Workpaper Review. The Cost Proposal shall be adjusted by the Consultant and approved by the Authority's Contract Administrator to conform to the Workpaper Review recommendations or audit recommendations. The Consultant agrees that individual terms of cost identified in the audit report shall be incorporated into the agreement by this reference if directed by the Authority at its sole discretion. Refusal by the Consultant to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via CAMM NET of the contract award. Such notification shall be made within three (3) business days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) business days of notification of the contract award.

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

**Preparation of
Project Report and Environmental Document for
Interstate 5 (I-5) Improvements from
San Diego County Line to Avenida Pico**

SECTION 1

DESCRIPTION OF PROJECT

1.1 BACKGROUND

The Orange County Transportation Authority (Authority), in cooperation with the California Department of Transportation (Caltrans) District 12, is seeking professional and technical consultant services for developing the Project Report and Environmental Document (PR/ED) for proposed improvements to the Interstate 5 Freeway (I-5) from south of the San Diego County line to Avenida Pico in the City of San Clemente, in Orange County. Consultant shall prepare both draft and final Project Report (PR) and; draft and final Environmental Document (ED) in compliance with California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) procedures per the Caltrans Project Development Procedures Manual (PDPM), Caltrans Standard Environmental Reference (SER), and Caltrans and the Federal Highway Administration (FHWA) guidelines. The anticipated documentation for the Project will be an Environmental Impact Report/Environmental Assessment (EIR/EA) leading to a Final EIR and an anticipated Notice of Determination (NOD) and Finding of No Significant Impact (FONSI). The EIR/EA and the supporting technical studies shall be submitted to the Authority and Caltrans, as appropriate, for review and approval.

Caltrans is responsible for compliance with the policies and procedures of CEQA and NEPA and other Federal environmental laws and regulations. California participated in the "Surface Transportation Project Delivery Pilot Program" (Pilot Program) pursuant to 23 USC 327, for more than five years, beginning July 1, 2007 and ending September 30, 2012. With the Pilot Program, FHWA assigned, and the Department assumed, all of the USDOT Secretary's responsibilities under NEPA. The Moving Ahead for Progress in the 21st Century Act (MAP-21) amended 23 USC 327 to establish a permanent Surface Transportation Project Delivery Program. As a result, on October 1, 2012, the Department entered into a memorandum of understanding with FHWA, pursuant to 23 USC 327 (327 MOU) that bridged the Pilot Program with establishment of the permanent program. On December 23, 2016, the bridging MOU was replaced with an MOU that is renewable every 5 years.

This Project is currently not funded beyond this phase of work. Pending the outcome of the environmental process, the Authority will seek federal, state, and/or local funding opportunities for design and construction.

1.1-2 Location and Limits

I-5 from P.M R71.0 and P.M. R72.4 in San Diego County and from P.M. 0.0 to P.M. 3.4 in Orange County. The Project is located in the City of San Clemente and northern San Diego County. An administrative copy of the Project Study Report/Project Development Support (PSR-PDS) for EA 0P550K is available (see Attachment A). The total length of the Project is approximately 4.8 miles.

1.1-3 Statement of Intent

Consultant shall perform professional and technical engineering services to prepare a Draft and Final PR, a Draft and Final EIR/NOD, in compliance with CEQA, and an EA/FONSI (anticipated) in compliance with NEPA for the Project. The findings of the environmental technical studies will support the level of environmental documentation required for CEQA/NEPA compliance. The alternatives being considered are described in the following section.

1.1-4 Detailed Proposed Project Alternatives

The Draft and Final Environmental Documents (ED) shall fully analyze the two (2) Build alternatives and a No Build Alternative as described below.

1.1-4a Alternative 1: No Build Alternative

The No Build Alternative proposes no action and would result the Project remaining in its present condition. As the No Build Alternative would not alter existing conditions, this alternative provides a baseline for comparison of environmental impacts under the Build Alternatives. Existing conditions serve as the baseline for evaluation of the two Build Alternatives.

1.1-4b Alternative 2: Add One High-Occupancy Vehicle (HOV) Lane in Each Direction

This alternative will include the following:

- Add one HOV Lane in each direction,
- An 8-ft to 10-ft easterly shift in the centerline median between Cristianitos Road and Avenida San Luis Rey,
- Generally maintaining full standard lane and shoulder widths,
- Re-establish all existing auxiliary lanes, and
- Modified ramps at selected locations.

The estimated capital cost varies from \$175 million to \$197 million. See Alternative 3A in the administrative copy of the PSR-PDS for typical cross sections and layouts for this alternative.

1.1-4c Alternative 3: Transportation System Management (TSM) and Transportation Demand Management (TDM)

This alternative will include providing the following TSM and

TDM elements, where feasible:

- Improved ramp metering hardware and software and closed-circuit television system for viewing ramps and nearby arterials
- Upgraded traffic signals interconnected and coordinated with adjacent signals and ramp meters at locations of interchange improvements
- Additional way-finding signs on freeway and arterials
- On- and off-ramps designed to limit impacts to non-motorized travel and preserve access to both planned and existing bike and pedestrian facilities
- Intelligent Transportation Systems (ITS) elements including fiber-optic and other communication systems for improved connectivity and remote management; changeable message signs, closed-circuit television systems, and vehicle detection systems for volume, speed, and vehicle classification
- An automated feature that detects slowing northbound traffic and displays a SLOW TRAFFIC AHEAD message on the existing CMS.
- Advanced traffic management system improvements to the hardware and software systems at the Caltrans District 12 Traffic Management Center (TMC)
- Traveler information management system improvements to enhance dissemination of real-time information for roadway conditions

The estimated capital cost varies for this alternative and has yet to be determined.

1.2 STANDARDS

1.2-1 Latest Editions

Consultant shall perform all services under the Agreement in conformance and in compliance with the latest Caltrans editions of applicable design and environmental standards. Please note that Caltrans currently requires work to be done in English Customary Units.

1.2-2 Conflicts

In case of conflict, ambiguities, discrepancies, errors or omissions among the reference materials obtained by Consultant from other agencies, Consultant shall submit the matter to Authority for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by Consultant prior to clarification by Authority shall be at Consultant's risk. Such conflicts, ambiguities, discrepancies, errors or omissions among the references shall not give rise to a claim by Consultant for extra work unless Consultant can demonstrate that it has incurred additional expenses as a result thereof.

1.2-3 Preliminary Engineering and Environmental Documentation

Preparation of the PR will be in accordance with the latest edition of the Caltrans Project Development Procedures Manual and the Highway Design Manual. Any additional nonstandard features shall require documentation by Consultant and approval from Caltrans and FHWA as necessary. Environmental Documentation work shall be prepared in conformance with both CEQA and NEPA guidelines and regulations, as well as Caltrans and FHWA policies and procedures.

1.2-4 Drafting

All drafting shall be in conformance with the latest Caltrans Plan Preparation Manual and CADD Users Manual.

1.2-5 Reference Materials

Consultant shall utilize as appropriate, but not limited to, the following documents:

Caltrans Highway Design Manual (HDM)

Caltrans Project Development Procedures Manual (PDPM)

Caltrans and FHWA Environmental Guidelines & Manuals

Caltrans Standard Environmental Reference (SER)

Caltrans Plan Preparation Manual (PPM)

Caltrans Project Planning and Design Guide (PPDG)

Caltrans CADD Users Manual

Caltrans Standards Specifications
Caltrans Standard Plans
Orange County Hydrology Manual
Caltrans Right of Way Engineering Procedures Handbook
Caltrans Right of Way Manual
Caltrans Survey Manual
Applicable Caltrans District 12 Design Memorandum
Applicable Local Codes and Manuals
Caltrans District 12 Quality Control Review Checklists
CEQA and NEPA Handbooks
California Manual on Uniform Traffic Control Devices (CA MUTCD) 2014,
Rev. 5 or latest edition
Highway Capacity Manual (HCM), 6th Edition
Caltrans SB 743 VMT Implementation Website:
<https://dot.ca.gov/programs/transportation-planning/office-of-smart-mobility-climate-change/sb-743>

1.2-6 Consultant Deliverables

- All electronic data produced and supporting the PR/ED shall be provided on electronic media on a portable hard drive or other electronic medium (i.e. FTP site, etc.) in formats consistent with Authority and Caltrans software programs.
- All vector geographic data layers shall be delivered in either ESRI Shapefile (shp) or Personal Geodatabase (MS ACCESS) format with File Geodatabase or Map Package (MPK) format. Aerial photography shall be delivered in tiled Tagged Image File Format (TIFF) with "world" files or Joint Photographic Experts Group (JPEG) with "world" files. Raster data can be delivered in ArcGRID format. The coordinate system for all geographic data layers shall be California Coordinate System State Plane, Zone VI (FIPS 0406), units = feet, North American Datum 1983.
- All electronic drafting data produced and supporting the PR/ED shall be provided as dgn files in the Microstation version currently in use by Caltrans. One copy of the data on a portable hard drive shall be provided to Authority upon completion of the PR and environmental studies/ documentation. All submittal files shall be compressed and shall be successfully run through AXIOM FILEFIXER software or EDG.

EXHIBIT A

- All electronic data produced and supporting the PR/ED shall be provided to the Authority and shall be organized and indexed. This includes but is not limited to all drawings, reports, tables, graphs, exhibits, and appendices in their original electronic format (.dgn, .dwg, .jpg, .docx, .xlsx, .pdf, etc.)

SECTION 2

GENERAL CONDITIONS AND REQUIREMENTS

2.1 SCOPE OF WORK GENERAL CONDITIONS AND REQUIREMENTS

- 2.1-1** Consultant shall carry out the instructions as received from Authority's Project Manager and shall cooperate fully with Caltrans staff assigned to the Project.
- 2.1-2** It is not the intent of the foregoing paragraph to relieve Consultant of their professional responsibility during the performance of this Scope of Work. In those instances where the Consultant believes a better design or solution to a problem is possible, Consultant shall promptly notify Authority and Caltrans of these concerns, together with the reasons.
- 2.1-3** Consultant shall be responsible for the accuracy, consistency and completeness of reports, studies, data, plans, and estimates prepared for the Project and shall check such material accordingly. Caltrans will provide independent Quality Assurance for the reports and plans for conformity with Caltrans design standards and applicable State and Federal regulations. The responsibility for accuracy and completeness is Consultant's.
- 2.1-4** Reports, studies, plans, data, estimates, and documents produced by Consultant shall be subject to approval and acceptance by Caltrans and FHWA. In the event of non-acceptance due to errors, inconsistencies and omissions, Consultant shall have ten (10) business days to make corrections and return the documents to Caltrans.
- 2.1-5** Reports, studies, plans, estimates and other documents furnished under this Scope of Work shall be of a quality acceptable to Caltrans and Authority. The minimum criteria for acceptance shall be a product of neat appearance that is well organized, technically and grammatically correct, and thoroughly checked in accordance with the Caltrans QA/QC Procedures Manual. All work products shall clearly identify both the preparer and checker. The standards of appearance, organization, and contents of the reports shall meet or exceed those of similar documents produced by Caltrans.
- 2.1-6** The page identifying preparers of engineering reports shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional engineer(s) responsible for their preparation.

- 2.1-7** To assist in understanding contract objectives and requirements, Consultant shall hold regular, monthly PDT meetings with Authority and Caltrans. The primary purpose of these meetings is to discuss work objectives, Consultant's work schedule, the terms of the contract and other related issues. In addition, the meetings shall serve as a forum for resolving any issues related to the PR/ED development.
- 2.1-8** Authority and Caltrans shall have the right, from time-to-time, to monitor and review the progress and/or processes of Consultant by visiting Consultant's facilities or by requiring coordination meetings.
- 2.1-9** Only with approval from Caltrans and Authority, may Consultant establish direct contact with governmental regulatory agencies and others for the purpose of obtaining information, expertise and assistance in developing baseline data and resource inventories. Only with approval from Caltrans may consultant establish contact with governmental resource agencies. Consultant shall maintain a record of such contacts and shall transmit copies of those records to Authority and Caltrans on a regular basis.
- 2.1-10** Authority and Caltrans will retain responsibility for final consultation, both informal and formal, with State and Federal agencies regarding the Project mitigation and compensation proposals.
- 2.1-11** Surveys performed by Consultant shall conform to the requirements of the Land Surveyors Act and Caltrans Surveys Manual. In accordance with the Act, "responsible charge" for the work shall reside with a pre January 1, 1982, Registered Civil Engineer or a Licensed Land Surveyor, in the State of California.
- 2.1-12** Consultant shall designate a Surveys Manager who will coordinate Consultant's surveying operations. The Surveys Manager shall be responsible for all matters related to Consultant's surveying operations, but shall coordinate with Consultant's Project Manager.
- 2.1-13** Where Consultant is required to prepare and submit studies, reports, plans, etc., to Caltrans as required by this Scope of Work, these shall be submitted in draft to Authority for review in addition to submitting to Caltrans. The Project Master Schedule (PMS) shall reflect Authority reviews and Consultant revisions as necessary. In addition to Authority reviews, draft submittals reflected on the PMS shall be provided an opportunity for Caltrans to request revisions, prior to final submission as part of the Caltrans review process.

2.1-14 Authority's Project Manager will administer Consultant Agreement and provide general direction to Consultant. Caltrans is responsible for Independent Quality Assurance and approval of reports, plans, estimates and other required deliverables.

2.1-15 Material to be furnished by Caltrans/Authority (as available) for EA 0P550K:

- Existing aerial photographs and mapping
- Existing site survey information
- Existing right-of-way maps
- Existing land-net information and any pertinent record of information
- Copies of existing plans (half-size)
- Existing and future traffic data
- Administrative copy of PSR-PDS and supporting reports

2.1-16 Caltrans Responsibilities:

- Provide all current standards, existing plans, and manuals (at consultant cost)
- Perform Independent Quality Assurance for all work and deliverables
- Attend Project meetings
- Coordinate and communicate with FHWA, as needed
- Provide general guidance for the preparation of the PR, ED and supporting documentation
- Issue an Encroachment permit to the consultant and sub-consultants for field investigation, data collection and survey work necessary for the completion of the PR/ED
- Conduct internal QA/QC procedures per NEPA Assignment for the Draft and Final ED, approve the Draft ED for circulation, and approve the Final ED
- Review and approve the PR

2.1-17 Encroachment Permit:

It is the responsibility of Consultant and its sub Consultants to obtain the proper permit(s) from Caltrans and/or local agencies prior to any field surveys.

2.1-18 Consultant shall comply with Occupational Safety and Health Act (OSHA) regulations regarding safety equipment and procedures, safety instructions issued by Caltrans, and the safety provisions included in the Caltrans Survey Manual. While working on the job site, Consultant's personnel shall wear white hard hats, rubber soled shoes, and appropriate safety vests. In the case of a discrepancy between the Caltrans and OSHA requirements, the more stringent regulation shall apply.

2.1-19 Consultant team shall be responsible for supporting and assisting Authority staff in the Board of Directors (Board) approval process during the preparation of the PR and ED, which may include providing Project materials for Board packages.

As per Article 3 of the Contract, Consultant shall obtain approval from Authority's Project Manager prior to any changes to key personnel, including sub-consultants. Key personnel removal without prior consent of Authority's Project Manager shall be deemed as out of contract compliance.

SECTION 3

SCOPE OF WORK

3.1 PROJECT MANAGEMENT/COORDINATION/ADMINISTRATION

This task includes the Project management services including the requirements for meetings, schedules, progress reports, invoicing, and administration of Consultant work.

3.1-1 Coordination/Administration

Purpose: To provide overall execution and financial management of the Project, including Authority and Caltrans coordination, coordination with local, state, and federal regulatory agencies and railroads, tracking progress of the work, administering subcontracts, attending public workshops, preparing invoices, and conducting Project meetings for a period of 30 months. To meet with affected parties; to discuss/resolve issues pertinent to the analysis, design, and potential impacts of the Project; and to obtain direction for the study.

Methodology: Consultant's Project Manager shall provide overall Project management, coordination, and supervision of Project staff to facilitate the performance of the work in accordance with the scope and requirements of the Authority and Caltrans. Consultant shall coordinate among members of the Project Development Team (PDT) and regulatory agencies impacted by the Project. A kickoff meeting shall be held soon after contract execution to review Project objectives and requirements, receive initial information from agencies, establish the communication plan and protocols, and address other issues as necessary to ensure successful Project initiation. Thereafter, Consultant shall actively participate in PDT meetings in conjunction with Authority, Caltrans, and FHWA to discuss progress, coordinate design activities, obtain direction, exchange Project information, and identify issues to be resolved. Consultants shall participate in the following meetings:

- **PDT meetings:** Meetings shall be held with Authority, Caltrans, and other key stakeholders as needed to discuss policy, procedure, and make decisions affecting the direction of the PR and ED. Consultant shall prepare and distribute meeting notices, agendas, handout material relevant to the agenda, and meeting minutes.
- **Agency Coordination/Technical Workshop Meetings:** Meetings shall be held to discuss technical issues with specific agencies. Consultant shall participate in approximately 30 meetings and shall bring progress plans as appropriate. Internal Project team task-specific meetings will be held as necessary to coordinate

Environmental and design activities, review assignments and progress, and identify issues to be resolved.

Deliverables:

- PDT meeting notices, agendas, handouts, and minutes
- Agency Coordination/Technical Workshop meeting notices, agendas, handouts, and record of action items
- Progress plans

3.1-2 Schedules/Project Controls

Purpose: To provide administration to ensure executive and managerial requirements with the Project are met. The scheduling requirements for the Project are to be considered and documented for a period of 30 months.

Methodology: Consultant administration activities will include the following elements of the work:

- Supervise, coordinate, and monitor work for conformance with Caltrans' standards and policies.
- Prepare, circulate, and file correspondence and memos as appropriate.
- Maintain Project files using Caltrans Uniform File System.

Fifteen (15) days after notice-to-proceed, Consultant shall prepare the Project Master Schedule (PMS) for the technical studies, ED, and PR. The schedule shall be prepared in Microsoft Project using the Critical Path Method, and, at a minimum, the schedule shall be consistent with the tasks that have been laid out in this scope of work. Inclusions of additional critical path items are to be added as necessary. The PMS will reflect the various levels of reviews for the draft and final environmental documents and technical studies. Caltrans will require 30 to 60-day review periods for major deliverables. The PMS will include:

- Project milestones and delivery of intermediate Project deliverables
- Reviews for the draft and final environmental documents and intermediate Project deliverables by Authority, Caltrans, and FHWA.
- Work items of agencies and other third-parties that may affect or be affected by the Consultant's activities.

The PMS will be prepared to include the data for the total Project and the critical path will be identified. The order sequence and interdependence of significant work items will be reflected on the PMS.

The following list of tasks will be used to develop the Project Master Schedule:

- Task 1 – Project Management/Coordination/Administration
- Task 2 – Engineering Development
- Task 3 – Project Report Preparation

- Task 4 – Environmental Document

Consultant shall submit a copy of the PMS to Authority's Project Manager for review and approval and a copy to Caltrans for information.

Deliverables:

- Project Master Schedule

3.1-3 Progress Reports

Purpose: To provide for tracking the actual progress relative to the PMS and to ensure that all significant completion dates of the Project are being met.

Methodology: At the end of each month, Consultant shall report the progress of the work. Progress shall be based on physical percent complete, such as the number of drawings or deliverable completed or estimated progress toward completion. Progress payments will be based upon percent complete of the major tasks identified.

Consultant shall submit one copy of a monthly progress report to the Authority's Project Manager consisting of a written narrative and an updated PMS. This report shall be received no later than the tenth (10th) calendar day of the month following the month being reported.

The narrative portion of the monthly progress report shall describe the overall progress of the work, discuss significant problems and present proposed corrective action and show the status of major changes.

All schedule tasks in the PMS shall be updated to reflect current percent complete. If the latest completion time for a significant work item does not fall within the time allowed by the original PMS, the sequence of work and/or duration will be revised by Consultant until the resultant schedule indicates that all significant Project completion dates will be met. If during the course of work, Consultant falls behind in overall performance in accordance with the current schedule, a Project management meeting will be called to determine the cause. If the cause is found to be due to Consultant's performance, payment to Consultant may be withheld pending the submittal of an action plan outlining the steps which shall be taken to correct the identified delay(s).

The initial PMS referenced in Task 3.1-2, as agreed to by Authority, will become the Project target. The target schedule will be displayed on the updated PMS.

Deliverables:

- Monthly Progress Reports

3.1-4 Quality Management Plan

Purpose: The Quality Management Plan (QMP) will establish the Quality Assurance and Quality Control (QA/QC) processes and procedures and how they will be managed to ensure that the tasks are being prepared, developed, checked and reviewed in accordance with the Caltrans and other applicable procedures. The environmental consultant certifies that the environmental document is internally consistent, complies with the SER annotated outline, and meets all Caltrans and FHWA requirements. All certifications on the External Certification form are to be completed including by the resource/technical specialists, technical edit reviewer, and environmental consultant/local.

Methodology: Consultant shall prepare and maintain a QMP throughout the performance of the services under this Agreement. The QMP shall provide comprehensive quality control processes and procedures that outline the independent checking procedures to be performed on report preparation, calculations and drawings, independent reviews and management systems; and quality assurance procedures for internal (including any subconsultants) surveillances and audits, to maintain product quality, schedule, and budget adherence. Consultant shall prepare this QMP to comply with the:

- Caltrans Standard Environmental Reference (SER), Volume 1, Chapters 1, 2 and 38, Federal and State Requirements and NEPA Assignment. Similar processes will be followed for CEQA as well.
- The Caltrans District 12 Quality Control checklists
- Caltrans Environmental Document External Quality Control Certification Sheet
- Environmental Document Review Checklist will be applied as part of the quality control procedures.
- Consultants shall sign off on each checklist by sub-functional responsibility before submittal of the draft and final ED.

All deliverables shall be subject to a quality control review utilizing the Consultant's processes and procedures before they are submitted to Authority, Caltrans, and FHWA for review comments. Consultant shall prepare a response-to-comments matrix indicating how and where the changes to the documents have been made in response to comments from the Authority, Caltrans, and FHWA. The response-to-comments matrix will accompany the submittal documents when the revised documents are resubmitted to Authority and Caltrans. In addition:

- The Caltrans Environmental Document External Quality Control Certification Sheet, and appropriate tools, as deemed necessary, will be utilized in the preparation of the technical studies and ED.
- The Environmental Document Review Checklist for draft and final environmental documents shall accompany the screen check draft, draft, and final ED, respectively.
- Consultant shall identify QC reviews within the Project Master Schedule (PMS).
- The QMP shall include a QA procedure that describes the QA Certification process for each deliverable that is certified by Consultant's Quality Manager or Project Manager.
- Each deliverable shall be certified by Consultant's Quality Manager or Consultant Project Manager as being prepared and checked in accordance with the approved QMP.
- Consultant's Project Manager or Quality Manager shall demonstrate they are qualified to implement the QMP.
- Consultant shall comply with Authority's independent quality surveillance, monitoring, and audits. Such quality surveillance, monitoring, and audits shall be performed by Authority's Quality Manager.

Within thirty (30) days of receiving Notice to Proceed, Consultant's shall submit a complete copy of the QMP to both Authority's Project Manager and Caltrans.

Deliverables:

- Quality Management Plan (2 copies and in Adobe Acrobat Reader)

3.1-5 Project Management Plan

CONSULTANT shall prepare a Project Management Plan. Within thirty (30) days of receiving Notice to Proceed, CONSULTANT shall prepare a Project Management Plan for this Project, including a Communication Plan and a Risk Management Plan.

Deliverables:

- Project Management Plan (2 copies and in Adobe Acrobat Reader)

3.2 ENGINEERING DEVELOPMENT

Activities consist of the development of engineering plans and reports to support the evaluation of the Project Build Alternatives within the PR and ED. Task 2 and Task 3 have been developed assuming that two build alternatives, as identified in the administrative copy of the PSR-PDS, will be carried forward in the PA/ED phase: Alternative 2: Add 1 HOV Lane in each direction, and Alternative 3: Provide TSM/TDM elements, where feasible.

3.2-1 Data Collection/Permit Applications

Purpose: To obtain existing and previously documented information for features of the proposed Project.

Methodology: Consultant shall collect pertinent information including encroachment permits from Authority, Caltrans and local jurisdictions, and perform field reconnaissance when necessary. Consultant shall be responsible for obtaining the necessary encroachment permits for the field reconnaissance and the following available information, but not limited to:

- An administrative copy of the PSR-PDS
- An administrative copy of the Preliminary Environmental Analysis Report (PEAR) used to support the PSR-PDS
- Any preliminary technical studies used to support the PEAR
- Recent traffic counts (Authority, Caltrans, and Local Agencies)
- Aerials of Project area
- Preliminary Project plans/profiles
- Existing roadway geometrics and intersection configuration
- Authority shall provide As-Built Plans obtained during the development of the PSR-PDS (as available)
- Any other information/documentation used to support the administrative copy of the PSR-PDS

Deliverables:

- Inventory of existing planning/engineering data
- Inventory of existing environmental conditions
- Caltrans Encroachment Permit Application and Approval
- Study area traffic count database

3.2-2 Aerial Topographic Mapping

Purpose: To obtain aerial topographic mapping of the Project area required to support the preparation of the PR and ED. It is assumed

that field surveys may be necessary to set ground controls.

Methodology: Consultant will obtain the necessary permits to perform aerial topographic mapping. The aerial topographic mapping will cover all areas of the proposed improvements and also provide sufficient data to support preparation of the PR and ED.

Topographic mapping will be provided from aerial photogrammetry. Design-level topography will be compiled at a scale of 1"= 50' with two (2) foot interval contours in accordance with Caltrans Photogrammetric Mapping standards. Mapping will meet the requirements in "ASPRS Accuracy Standards for Large Scale Maps", dated March 31, 1993 and will be provided in Microstation format including a digital terrain model (DTM), and color digital ortho-rectified imagery with 0.5' pixel resolution. Field quality control surveys will be run and analyzed to demonstrate surveying and mapping conformance to Caltrans accuracy standards and specifications. Three review phases will be submitted to the Caltrans Office of Photogrammetry for review and approval including, flight planning, ground control and aerotriangulation, and final compilation and photo index map delivery.

Caltrans shall designate the existing horizontal and vertical control monuments that are to be the basis of Consultant performed surveys. Caltrans shall provide the California Coordinate System values and/or elevation values for these monuments. Consultant shall adjust Consultant performed surveys to the designated control monuments and their values. No other control shall be used by Consultant.

The limits of topographic mapping assumed for this scope of work extend from south of the San Diego County Line to Avenida Pico, to a width of 500 feet from the mainline edge of pavement along each direction of the mainline. Similarly, topographic mapping will extend along the local streets and interchanges where improvements are included as depicted in the administrative copy of the PSR-PDS for the project.

Deliverables:

- Aerial Topographic Mapping Base File

3.2-3 Geometric Development

Purpose: To develop layout plans and profiles (where necessary) to be carried forward in the PR and ED.

Methodology: Geometric layout plans shall be developed based on English design standards as defined in Caltrans HDM, latest edition. Lane, shoulder, buffer, and right-of-way widths will be labeled. Vertical profiles shall be developed at critical locations where additional engineering definition is necessary to validate the proposed build alternative(s) and/or adequately define the environmental characteristics analyzed and carried forward in the

Draft ED.

Refinements to the alternatives outlined in the administrative copy of the PSR-PDS and/or the Value Analysis will be evaluated with the intent of improving freeway operation and/or minimizing environmental effects. Additionally, refinements to the purpose and need will be conducted based on baseline traffic modeling conducted as part of Task 3.4-3a and these refinements reflected in the alternatives brought forward for evaluation into the PA/ED.

Consultant shall work with Caltrans, Authority, and affected cities and agencies to obtain geometric approval of the build alternatives. Comments received from the submittal of the geometric plans will be reviewed and incorporated as required for final approval.

Geometrics will be prepared for build alternative 2, where the basis for this alternative will be alternative 3A presented in the administrative copy of the PSR-PDS. Title sheet, typical sections, key map, layout plans, and profiles/superelevation sheets will be developed. Additional, full-size geometric drawing exhibits (scale: 1"=100') will be prepared to aid in the conceptual geometric approval process.

In addition, the layout and profile sheets for the alternatives to be carried forward, as attachments to in the PR and ED, are assumed to be 11"x17" cut sheets. [Note: the scale on the sheets in the attachments shall still read 1" = 100,' however, they will scale down to 1" = 200' on the 11" x 17" sized cut sheets.].

Deliverables:

- Geometric Drawing Exhibits (scale: 1"=100') (up to 6 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Geometric Plans (title sheet, typical sections, key map, layout plans, and profiles/superelevation, scale 1"=100') (up to 6 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.2-4 Intersection Control Evaluation (ICE) Analysis and Report

Based on geometric refinements, Caltrans may require that an Intersection Control Evaluation (ICE) analysis be performed and corresponding report be prepared. The PDT will discuss and determine if an ICE analysis is warranted at interchange(s) within the Project limits. If an ICE analysis is required, the CONSULTANT will prepare an evaluation of the intersection alternatives for the identified interchange(s) along I-5. This evaluation will be in accordance with Caltrans Traffic Operations Policy Directive 13-02 for Intersection Control Evaluation dated August 30, 2013. The scope of work for this effort is limited to Step 1 of the ICE directive.

The CONSULTANT will analyze traffic operations at the identified interchange(s) along I-5 for the following:

1. The existing conventional intersection previously prepared;
2. A roundabout configuration that encompasses ramp intersections; and
3. A diverging diamond interchange (DDI) configuration that encompasses ramp intersections.

The geometric layout for items 2 and 3 noted above will be prepared using general schematics to assess and identify if the proposed alternative is feasible. This scope of work does not go beyond Step 1 of the ICE process and therefore no further geometric schematics are included in this scope.

Deliverables:

- Draft and Final ICE Analysis and Report (if necessary) (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Attend up to two (2) ICE meetings/workshops (if necessary)

3.2-5 Design Standard Decision Documents

Purpose: To develop the Design Standard Decision Documents documenting the non-standard design features of the build alternatives and to satisfy Caltrans Project Development Procedures Manual requirements.

Methodology: Design Standard Decision Documents will be prepared to document any non-standard design features within the build alternatives. The consideration of non-standard design features will be closely coordinated with Caltrans and FHWA staff to assure acceptability and compliance with state and federal requirements.

The Design Standard Decision Documents will be submitted to Authority, Caltrans, and FHWA for review and comment.

Deliverables:

- Draft and Final Design Standard Decision Documents (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.2-6 Construction Staging/Traffic Handling

Purpose: To develop a construction staging concept for the Project build alternatives.

Methodology: Consultant shall develop a conceptual construction staging/traffic handling concept to verify constructability and feasibility of traffic handling for the Project build alternatives, primarily focusing on the mainline lanes. The construction staging/traffic handling concept will be developed on 1"=400' scale sheets that display the anticipated staging/traffic handling concept. [Note: the scale on the sheets in the legend of the exhibits shall read 1" = 400,' however, they will scale down to 1" = 800' on the 11" x 17" sized cut sheets.] Consultant shall make sure that the existing mainline capacity will be maintained during construction of the build alternative. Detour concepts that will minimize disruption and

impacts to adjacent residents and businesses will be included in the construction staging and traffic handling concept that focuses on the ramp construction. Consultant shall coordinate with the roadway discipline during the development of the geometrics to ensure that the construction staging/traffic handling concept is constructible and feasible.

Deliverables:

- Construction Staging/Traffic Handling Concepts

3.2-7 Transportation Management Plan

Purpose: To develop a Transportation Management Plan (TMP) that minimizes Project-related traffic delays, and provides continuous traffic circulation and access, with adequate space for safe and efficient construction.

Methodology: Consultant shall prepare the TMP for the Project build alternatives in accordance with the Caltrans Transportation Management Plan Guidelines (latest edition). The TMP shall identify methods for minimizing Project-related traffic delays and accidents by implementing effective traditional traffic handling practices.

Deliverables:

- Draft Transportation Management Plan (up to 6 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final Transportation Management Plan (up to 6 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.2-8 Structures Advanced Planning Studies

Purpose: To evaluate the impacts of each alternative on each affected structure, including non-standard retaining walls and tie back walls for bridges. This analysis shall be the basis for a preliminary cost estimate and include an analysis of construction feasibility for proposed structure improvements.

Methodology: Prepare the appropriate number of Advance Planning Studies (APS), as necessary, for proposed structural improvements for the build alternative(s) to be carried forth in the Draft PR. Guidelines set forth in Office of Special Funded Projects (OSFP) Information and Procedures Guide for Advance Planning Studies and the Caltrans Amendments to AASHTO's Load and Resistance Factor Design (LRFD) specifications shall be used as a tool for developing the scope of this PA/ED level structural analysis. The Consultant Prepared Advance Planning Studies Checklist (available on the Caltrans website) shall be used as a guideline, to the level appropriate for a PA/ED level document, for completion of the APS. The analysis shall include identification of the following:

- Structure lengths, widths and types
- Span lengths

- Structure depths
- Vertical and horizontal clearances
- Roadway widths
- Bridge removal (if required)

Deliverables:

- Draft APS with Preliminary cost estimates (up to 6 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final APS with Preliminary cost estimates (up to 6 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.2-9 Structure Preliminary Geotechnical Reports

Purpose: To identify subsurface conditions for each planned structure and establish preliminary geotechnical recommendations for the structure modifications. The deliverables will include a Technical Memorandum (Structure Preliminary Geotechnical Report) for each structure. Field investigations, sampling of subgrade soils, and testing are not included in this phase of the work.

Methodology: To better understand the potential geotechnical impacts to Project costs, Consultant shall review readily-available records for structures planned, including construction or as-built plans. Site subsurface data will be reviewed for background information and use in analyzing specific geotechnical design issues for improvements. Relevant published geologic, geotechnical, seismicity, and seismic hazard maps or reports, along with readily-available borings logs, will be reviewed. Consultant shall also conduct a geologic reconnaissance and general reconnaissance at the structures improvement locations along the alignment to observe potential geotechnical and geologic issues that could arise during design.

The results of the reconnaissance and review will be presented in Structure Preliminary Geotechnical Reports (SPGR). Each SPGR will include the following:

- Anticipated subsurface soil, bedrock and groundwater conditions;
- Key geologic, seismic and geotechnical issues;
- Regional geologic and seismic setting at the structure locations, including identification of major faults in the vicinity, proximity to the sites (offset distances to major faults), earthquake magnitudes, and Acceleration Response Spectra (ARS curves) developed in accordance with Caltrans current Seismic Design Criteria;
- Preliminary evaluation of secondary seismic-related hazards, including possible ground failure or displacements due to liquefaction and seismically induced settlement;
- Discussion of the existing foundation types for each bridge structure;
- Discussion of alternative foundation types for the widening or replacement of existing bridge structures; and

- Provide information sufficient to reasonably estimate foundation sizes for the Project.

Deliverables:

- Draft Structure Preliminary Geotechnical Reports for each planned structure (up to 6 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final Structure Preliminary Geotechnical Reports for each planned structure (up to 6 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.2-10 Right of Way (R/W) and Utility Identification

Right of Way (R/W)

Purpose: To identify R/W impacts associated with the two build alternatives. Existing and proposed R/W lines will be identified on the engineering plans.

Methodology: Existing right of way lines and centerlines will be plotted from record information to depict the land net and centerline alignment on the plans.

Based on the preliminary geometric plans, right-of-way acquisition delineation shall be prepared for each alternative for review and approval by Authority, Caltrans and the city. Potential impacts associated with proposed mainline shall be delineated via right-of-way lines on appropriate base mapping.

Each parcel potentially affected shall be identified by ownership/assessor's parcel number information and reviewed to assess the degree of impact and the likely Project impact (full take, partial take, severance, relocation assistance, etc.).

Individual parcel maps, preliminary title reports, appraisals, right-of-way acquisition negotiations, property surveys and other acquisition activities are not included as part of this Scope of Work.

A R/W Data Sheet will be prepared by qualified R/W staff for each alternative to document costs related to right of way needs in accordance with, but not limited to, the Caltrans Right of Way Manual, Chapter 4, "Estimating" and Chapter 17 "Local Programs".

A preliminary R/W cost estimate will be prepared for each build alternative.

Utilities

Purpose: To identify proposed utility impacts within the Project limits associated with the build alternatives. Existing utilities will be identified on the engineering plans. To the extent possible, Consultant will also identify potential replacement right of way for utility relocations.

Methodology: Consultant shall utilize previous studies (e.g., preliminary

utility investigation) to build on the analysis for utility impacts. Contacts will be made with each utility company affected and a preliminary determination of relocation requirements, prior rights determination and cost estimates will be made.

In accordance with the Project Development Procedures Manual and Caltrans Right of Way Manual, Chapter 13 “Utility Relocations”, Consultant shall utilize the preliminary utility investigation to establish a detailed scope, schedule, and estimated cost of utility relocation and/or impacts for the build alternatives. This work will also identify high-priority utilities within the Project limits. Consultant shall identify any potentially affected utility impacts which may be subject to the requirements of the California Public Utility Commission General Order 131-D. Utility test holing/potholing is not included as part of this scope of work. A preliminary cost estimate and Utility Management Matrix (formerly referred to as a Utility Conflict Matrix) will be prepared for all utilities to be included in the Right of Way Data Sheet for each build alternative.

Deliverables:

- Right-of-Way Lines Delineated on Geometric Plans
- Ownership information for impacted parcels
- Right-of-Way Data Sheets for each build alternative
- Preliminary impacted utilities delineated on Layout Plans
- Preliminary Cost Estimate of utility relocations/impacts associated with the build alternatives
- Utility Management Matrix

3.2-11 Conceptual Drainage Study

Purpose: To identify drainage impacts including the relocation or realignment of adjacent channels and storm drains and determine the drainage improvements for on-site and off-site drainage facilities. This will be identified in coordination with Water Quality Best Management Practices and is required for the various alternatives.

Methodology: A field reconnaissance of the Project will be performed to accommodate the build alternatives. Impacts on and replacement of these facilities shall be analyzed and included in the Project cost estimate. Freeway drainage will be reviewed to assess the adequacy of the existing systems. Freeway, County, and City drainage systems (including pump stations) will be reviewed and the impacts of the proposed alternatives on these facilities will be studied. Necessary replacements and/or improvements including incorporation of Water Quality Best Management practices will be reflected in the Project cost estimates.

It is assumed that the two build alternatives and a no build alternative will be analyzed.

Deliverables:

- Identification of major drainage improvements on Layout Plans or, if

- required, Drainage Plans
- Inclusion of drainage improvements in cost estimate
- Conceptual Drainage Study Report (up to 6 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.2-12 Storm Water Data Report

Purpose: To develop a Storm Water Data Report (SWDR) to identify the selection and design of Best Management Practices (BMPs) for the build alternatives per the latest version of the Caltrans' Storm Water Quality Handbooks: Project Planning and Design Guide (PPDG) in compliance with the Caltrans statewide NPDES permit.

Methodology: The SWDR will summarize the storm water quality issues of a Project and each alternative. The SWDR will consist of a cover sheet, storm water data information, checklists, and attachments. The SWDR will summarize how the Project will address temporary, permanent, and treatment BMPs for the Project and each alternative. The SWDR will be approved by obtaining the signatures of the Project Engineer who prepared the SWDR and Caltrans' Project Manager, District Storm Water Coordinator, Maintenance Representative, and District Landscape Architect.

Deliverables:

- Draft Storm Water Data Report (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final Storm Water Data Report (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.2-13 Preliminary Geotechnical Design Report

Purpose: To identify and address potential impacts of site topography, geology, soils, and seismic activity on the Project.

Methodology: The Preliminary Geotechnical Design Report (PGDR) study will consist of reviewing readily-available geotechnical and geologic information and subsurface soil conditions along the alignment in order to provide preliminary geotechnical recommendations for Project feasibility and cost estimating. Consultant shall also conduct a geologic reconnaissance of the alignment to observe potential geotechnical and geologic issues that could arise during design. The PGDR will be prepared in accordance with Caltrans guidelines for Geotechnical Design Reports. One PGDR will be prepared to address the build alternatives and will include the following:

- General soil and groundwater conditions anticipated along the alignment;
- Discussion of the expected impact of the subsurface conditions on the proposed improvements;
- Regional and local geologic setting, topography, significant landforms, soil types, depth to bedrock, geologic hazards, soil and

- rock types, and geologic structure;
- Discussion of planned earthwork construction, including suitability of the existing on-site soil material for reuse as fill, anticipated excavation conditions for below-grade structures and foundations, and preliminary recommendations for support of the roadway and walls;
- Discussion and preliminary recommendations for proposed mechanically stabilized embankment (MSE) and standard Caltrans retaining walls; and
- Recommendations for subsurface investigations needed for the design phase.

Deliverables:

- Draft Preliminary Geotechnical Design Report (up to 6 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final Preliminary Geotechnical Design Report (up to 6 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.2-14 Life Cycle Cost Analysis

Purpose: To evaluate the overall-long-term economic efficiency between competing pavement options.

Methodology: Develop Life-Cycle Cost Analysis for Pavement report in conformance with Caltrans requirements. In accordance with the Life-Cycle Cost Analysis Procedures Manual, latest edition, the Consultant will prepare a Life-Cycle Cost Analysis (LCCA) for review and approval by Caltrans.

The LCCA will analyze various pavement alternatives for the build alternatives. The LCCA compares initial cost, future cost, and costs associated with user delay during construction activities in an effort to provide the most cost effective Project. The results of the approved LCCA will be incorporated into the development of the Preliminary Materials Report.

Deliverables:

- Draft Life Cycle Cost Analysis Report (up to 6 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final Life Cycle Cost Analysis Report (up to 6 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.2-15 Preliminary Materials Report

Purpose: To identify Preliminary Roadway Structural Sections.

Methodology: Consultant shall review readily-available pavement design reports, materials reports, as-built plans, and construction records to establish the history of the existing pavement and subgrade soil

conditions. An appropriate Traffic Index (TI) will be provided for preliminary pavement design.

Consultant shall study the compatibility of the existing and new pavement sections in widening areas and will consider drainage issues. New pavement sections will be evaluated and recommended based on the findings of the compatibility study and the LCCA with Caltrans concurrence. The results of the pavement study will be summarized in a Preliminary Materials Report. The report will summarize the results of our review, including soil and groundwater conditions and drainage issues and will present the appropriate traffic index and minimum pavement sections in accordance with Caltrans HDM and Standard Specifications requirements. The roadway structural section will be based on review of existing data.

Pavement design will be conducted utilizing procedures described in HDM Chapter 600. The materials report will generally follow the requirements of Caltrans Method of Test, CT130.

Deliverables:

- Draft Preliminary Materials Report (up to 6 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final Preliminary Materials Report (up to 6 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.2-16 Noise Abatement Decision Report

Purpose: To present the preliminary noise abatement decision based on acoustical and non-acoustical feasibility factors and the relationship between noise abatement allowances and the engineer's cost estimate.

Methodology: The consultant shall prepare a Noise Abatement Decision Report (NADR), as defined in the latest Caltrans Noise Analysis Protocol. The report will summarize the preliminary reasonableness determination from the Noise Study Report, present the engineer's cost estimate for the evaluated abatement, evaluation of non-acoustical factors related to feasibility, preliminary noise abatement decision, and secondary effects of abatement (impacts on cultural resources, scenic views, hazardous materials, biology, etc.). The NADR will be prepared in accordance with Caltrans guidelines, the Noise Study Work Plan, and with the best information available.

Deliverables:

- Draft Noise Abatement Decision Report (up to 6 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Draft Final Noise Abatement Decision Report (up to 6 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final Noise Abatement Decision Report (up to 6 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.2-17 Cost Estimates

Purpose: To prepare cost estimates for the build alternatives to be analyzed in the Draft and Final PR.

Methodology: Based on the preliminary engineering plans and the structure cost estimates described above, PR-level cost estimates will be prepared for the build alternatives.

Deliverables:

- Draft and Final Cost Estimates (up to 6 copies for each alternative, 2 copies in electronic format original and Adobe Acrobat Reader)

3.2-18 Value Analysis

Purpose: An independent team of experts to evaluate the build alternatives being developed to ascertain their effectiveness with regards to costs, time of delivery, and other benefits.

Methodology: As per the Caltrans PDPM, the Value Analysis (VA) process utilizes a function-oriented, structured, team approach to solving problems and reducing life-cycle costs by applying techniques that adhere to a formal VA job plan. Consultant shall provide a VA team leader/facilitator, a certified VA specialist, to consult the VA study and the facility including support materials for conducting the workshop. The VA study will be completed within the first six months after NTP.

The VA Study will include the following elements:

- Conduct a VA Study to comply with the National Highway System (NHS) VE mandate and follow the Caltrans VA methodology as outlined in the Chapter 19, "Value Analysis" of the Project Development Procedures Manual (PDPM) and detailed in the Caltrans VA Team Guide and Report Guide.
- Provide onsite team leadership and final report documentation for a five (5) days Project study.
- Provide a qualified, independent Certified Value Specialist (CVS), certified by SAVE International and a registered Professional Engineer (PE) with civil/transportation engineering background.
- Provide VA study documentation in accordance with the Caltrans VA Report Guide.
- Coordinate 6-8 additional team members with specific expertise to serve as members of a VA team. A maximum of three team members will be provided by the Consultant. This selection of team members will be coordinated with Caltrans and Authority. The potential team members may include the following disciplines:
 - Highway Design

- Traffic Design
- Traffic Analysis
- Hydraulic Design
- Structural Design
- Construction Staging
- Construction
- Environmental Planning
- Other team members to be provided by stakeholder agencies
- Provide formal presentation summarizing the VA recommendations at the conclusion of the workshop.

Deliverables:

- Draft Value Analysis Study Report (up to 5 copies for each alternative, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final Value Analysis Study Report (up to 5 copies for each alternative, 2 copies in electronic format original and Adobe Acrobat Reader)

3.2-19 Asbestos Survey Report

Purpose: To determine the presence and quantity of asbestos in identified structures and develop Asbestos Survey Report in conformance with Caltrans requirements.

Methodology: The Code of Federal Regulations (CFR), 40 CFR 61, Subpart M, National Emissions Standards for Hazardous Air Pollutants (NESHAP) and Federal Occupational Safety and Health Administration (FED OSHA) classify asbestos-containing material (ACM) as any material or product that contains greater than 1% asbestos. Nonfriable ACM is classified by NESHAP as either Category I or Category II material defined as follows:

- Category I – asbestos-containing packings, gaskets, resilient floor coverings, and asphalt roofing products.
- Category II – all remaining types of nonfriable asbestos-containing material not included in Category I that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Regulated asbestos-containing material (RACM), a hazardous waste when friable, is classified as any manufactured material that contains greater than 1% asbestos by dry weight and is:

- Friable (can be crumbled, pulverized, or reduced to powder by hand pressure); or
- Category I material that has become friable; or
- Category I material that has been subjected to sanding grinding, cutting

- or abrading; or
- Category II nonfriable material that has a high probability of becoming crumbled, pulverized, or reduced to a powder during demolition or renovation activities.

Activities that disturb materials containing any amount of asbestos are subject to certain requirements of the Cal/OSHA asbestos standard contained in Title 8, CCR Section 1529. Typically, removal or disturbance of more than 100 square feet of material containing more than 0.1% asbestos must be performed by a registered asbestos abatement contractor, but associated waste labeling is not required if the material contains 1% or less asbestos. When the asbestos content of a material exceeds 1%, virtually all requirements of the standard become effective. Materials containing greater than 1% asbestos are also subject to NESHAP regulations (40 CFR Part 61, Subpart M). RACM (friable ACM and nonfriable ACM that will become friable during demolition operations) must be removed from structures prior to demolition. Certain nonfriable ACM and materials containing 1% or less asbestos may remain in structures during demolition; however, there are waste handling/disposal issues and Cal/OSHA work requirements that must be addressed.

With respect to potential worker exposure, notification, and registration requirements, Cal/OSHA defines asbestos-containing construction material (ACCM) as construction material that contains greater than 0.1% asbestos (Title 8, CCR 341.6).

Testing – Suspect ACM shall be grouped into homogeneous areas with representative samples randomly collected from each. Each potential ACM shall be evaluated for friability.

Procedures for inspection and sampling:

- Collect bulk asbestos samples after first wetting friable material with a light mist of water. Cut samples from the substrate and transfer to a labeled container. Note that when multiple samples are collected, the sampling locations are distributed throughout the homogeneous area (spaces where the material is observed).
- Relinquish bulk asbestos samples under chain-of-custody protocol to a California-licensed and Caltrans-approved subcontractor, for asbestos analysis in accordance with United States Environmental Protection Agency (EPA) Test Method 600/R-93/116 using polarized light microscopy (PLM). The laboratory shall be accredited by the National Institute of Standards and Technology National Voluntary Laboratory Accreditation Program (NISTNVLAP) for bulk asbestos fiber analysis.

Sample group identification numbers, material descriptions, approximate quantities, friability assessments, and photo references shall be

summarized. Approximate sample locations shall be presented. Materials represented by the samples collected shall be photographed. Asbestos Survey Workplan shall be submitted to Caltrans for approval prior to initiating field inspection and sample.

Deliverables:

- Asbestos Survey Workplan (5 copies)
- Draft Asbestos Survey Report (up to 6 copies for each alternative, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final Asbestos Survey Report (up to 6 copies for each alternative, 2 copies in electronic format original and Adobe Acrobat Reader)

3.3 PROJECT REPORT PREPARATION

This task will involve the preparation of the Draft and Final PR and any needed engineering exhibits for the ED under concurrent preparation.

3.3-1 Administrative Draft Project Report

Purpose: To develop the Administrative Draft PR documenting the engineering evaluation of the proposed alternatives and to satisfy Caltrans Project Development Procedures.

Methodology: An Administrative Draft PR will be prepared in accordance with the Caltrans PDPM. The Administrative Draft PR will contain a discussion of the existing conditions, the need for improvements, and the alternatives considered.

The Administrative Draft PR will be submitted for Authority, Caltrans, and FHWA for review and comment.

Deliverables:

- Administrative Draft Project Report (up to 6 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.3-2 Draft Project Report

Purpose: To incorporate Authority, Caltrans, and FHWA review comments into Draft PR.

Methodology: Upon receipt of Authority, Caltrans, and FHWA review comments on the Administrative Draft PR and after adequate time to develop response actions, a meeting will be held with the agencies and Consultants to discuss the comments and the appropriate action to be taken. This step reduces the opportunity for misunderstanding and provides clear direction toward the development of an approved product. The resubmittal of the Draft PR to Caltrans and Authority following the incorporation of these comments is expected to be for concurrence only. Once concurrence has been reached on all outstanding issues, the draft PR will be signed by a Registered Civil Engineer and submitted to Caltrans for signature and approval.

Deliverables:

- Draft Project Report (up to 6 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.3-3 Administrative Final Project Report

Purpose: To document recommendation of the Preferred Alternative for the Project.

Methodology: After circulation of the Draft ED and concurrent with the

preparation of the Final ED, Consultant shall prepare a Final PR which includes the recommendation of the Preferred Alternative. The report will review the development of the Preferred Alternative including public and agency comments obtained during the public meeting and environmental review period.

Deliverables:

- Administrative Final Project Report (up to 6 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.3-4 Final Project Report

Purpose: To incorporate Authority, Caltrans, and FHWA review comments into the Final PR.

Methodology: Upon receipt of Authority, Caltrans, and FHWA review comments of the Administrative Final PR and after adequate time to develop response actions, a meeting will be held with the agencies and Consultants to discuss the comments and the appropriate action to take. The resubmittal of the Draft PR to Caltrans and Authority following the incorporation of these comments is expected to be for concurrence only. Once concurrence has been reached on all outstanding issues, the Final PR will be signed by a Registered Civil Engineer and submitted to Caltrans for signature and approval.

Deliverables:

- Final Project Report (up to 6 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.4 ENVIRONMENTAL DOCUMENT

The activities will consist of the development of environmental studies to support the evaluation of the Project Build Alternatives. The anticipated CEQA/NEPA document will be a draft and final EIR/EA, leading to a NOD/FONSI (anticipated). If, throughout the course of the environmental studies, it is found that the project is significantly affecting the quality of the human environment, then a higher-level document would need to be prepared for NEPA, such as an EIS, which is not part of this scope. Consultant shall coordinate with the Authority Project Manager and Caltrans at various stages in the environmental preparation process to determine if there is a need to elevate the NEPA document. This assessment shall be done in the following phases: scoping, completion of technical studies, and release of draft environmental document.

3.4-1 Base Maps for Environmental Studies

Purpose: To prepare base maps for use in the environmental studies and to establish environmental baseline data in a manner compatible with engineering and topographic mapping.

Methodology: Upon receipt of design files, Consultant shall develop Project Vicinity and Project Location Maps, as well as a set of maps that clearly shows the location and features of each alternative under consideration. Additionally, base mapping of the environmental components/data to be included in the GIS database will be developed. These components/data include Section 4(f) resources, historic properties, 100-year floodplain, hazardous materials sites, sensitive visual features, land uses and right-of-way, and noise receptors. Data from publicly available sources will be used as a starting point and adjusted, where appropriate, based on field surveys and observations conducted by the Consultant.

Deliverables:

- GIS mapping of environmental considerations/surveys consistent with Caltrans Projection/coordinate system.

3.4-2 Issuance of Environmental Notices and Public Information Meeting Notice

Purpose: Consultant will initiate the environmental process by preparing a Notice of Preparation (NOP), coordinate with the outreach consultant, the Authority, Caltrans, and other PDT members to assist in preparation of a public information meeting and the appropriate public notice.

Methodology: The NOP is the first step in the EIR process. The Consultant must prepare the NOP to obtain early comments on the proposed project, alternatives, and potential environmental impacts.

The NOP must be sent out to responsible agencies, to every federal

agency involved in approving or funding the project and to each trustee agency responsible for natural resources affected by the project.

A meaningful and constructive relationship with the local community is always advisable and therefore comments will be requested from stakeholders and interested parties. The Consultant will prepare the public notice for the public information meeting and will work with the Authority public outreach group and/or their consultant to prepare for and attend the public information meeting. The consultant shall review advertisements for posting in a widely circulated newspapers in Orange and San Diego Counties (e.g., The Orange County Register, Los Angeles Times, San Diego Union-Tribute) and in a local Spanish newspaper (e.g. La Opinión). Consultant shall coordinate with Authority and Caltrans to ensure that the notices are properly posted (e.g., newspaper, mass mailers). Consultant shall designate an individual (with concurrence by Authority's Project Manager) as the main point of contact with interested parties during the public information meeting process.

Deliverables:

- Public Notices for the Public Information Meeting (preparation support)
- Notice of Preparation
- Attendance at public information meeting
- Agency letters/notifications

3.4-3 Conduct Environmental Evaluation

Environmental analyses shall be prepared to meet CEQA and NEPA requirements, and in accordance with the most current Caltrans SER, which has been updated to reflect the changes made by NEPA Assignment and FHWA guidelines. It will include concise application and enforcement of various regulations governing topic areas, including Federal, State and local laws, acts, policies, and ordinances as well as direct, indirect, and cumulative impacts, As appropriate, the following studies, reports or evaluations shall be prepared in accordance with Caltrans SER. Consultant shall coordinate with Caltrans in determining the specific content and format requirements for the studies.

Technical studies and other information to be prepared include, but not limited to:

3.4-3a Preliminary/Baseline Traffic Analysis

Purpose: To establish the existing and future traffic forecasts to be used in the analysis.

Methodology: With an anticipated Project opening date of 2030 and the requirement to analyze conditions at least 20 years after opening, a forecast year of 2050 will be used.

In addition to the Task 3.2-1 deliverable (study area traffic count database), ten 24-hour average daily traffic counts at select arterial locations in the corridor and forty AM/PM peak hour intersection turning movement counts (to be determined at the Project kick-off meeting with the PDT) will be collected to represent the study area for the traffic analysis. There are 23 study area intersections identified in the administrative copy of the PSR-PDS.

Deliverables:

- Traffic forecast volumes for 2050 with documentation of assumptions
- Existing traffic data with analysis

3.4-3b Traffic Impact/Circulation Study

Purpose: To analyze the traffic/circulation impacts of the Project utilizing the latest Orange County Transportation Analysis Model (OCTAM), HCM, Intersection Capacity Utilization methodologies, and vehicle miles traveled (VMT) analysis based on local and state requirements. This scope of work assumes that HCM methodologies will be applied to all study area intersections while the Intersection Capacity Utilization (ICU) methodology will only be applied to City of San Clemente study area intersections (i.e., the Caltrans study area intersections will be excluded for ICU methodology). The ICU methodology is consistent with traffic analysis provided for local jurisdictions, as well as with the Authority Congestion Management Program (CMP). In addition, SB 743 Analysis should be performed as this project is considered capacity increasing. The VMT analysis should be consistent with CEQA guidelines.

Methodology: The Traffic Impact/Circulation Study shall be prepared in accordance with Caltrans Traffic Manual, the HOV Guidelines, the HCM, the Ramp Meter Design Guidelines, and CEQA guidelines, including Caltrans SB 743 implementation guidance (Transportation Analysis Framework [TAF] and Transportation Analysis under CEQA [TAC]) posted on the Caltrans website. Available data, reports, and relevant studies including Corridor System Management Plan shall be reviewed in the preparation of the Traffic Impact/Circulation Study. Existing and future deficiencies in the arterial system or traffic control devices shall be identified. VMT analysis consistent with CEQA guidelines and Caltrans SB 743 implementation guidance (TAF/TAC) shall be incorporated into the Traffic Impact/Circulation Study. Dependent on state requirements, it is possible that the VMT analysis may require the use of OCTAM and elasticity-based tool. OCTAM and the elasticity tool may produce different VMT output which will need to be reconciled. OCTA staff will perform required OCTAM model runs. In addition, Project related impacts and

mitigation measures shall be identified. This work shall take into consideration the previous analyses that have been prepared to support the administrative PSR-PDS.

The existing, opening year (with and without improvements) and future design year (with and without improvements) traffic data for the freeway shall be presented in the following formats: Annual Average Daily Traffic (AADT), peak month Average Daily Traffic (ADT), peak hour and peak hour directional split — including percentage of trucks, if appropriate. Also, discussion of the growth assumptions that provided the basis for the forecast should be included.

Traffic analyses of the continuous HOV lane access design will be performed by the CONSULTANT. If the future No Build Alternative is determined by OCTA to incorporate continuous HOV lane access, the CONSULTANT will also perform traffic analyses of the continuous HOV lane access of the No Build Alternative. These analyses will include HOV versus general purpose lane traffic forecasts (to be provided by OCTA) and weaving analysis. These analyses will be incorporated into the Traffic Impact/Circulation Study.

In support of the Air Quality Report, the following traffic data is needed for each scenario (existing, opening year build/no build, and forecast design year build/no build):

- ADT roadway segment traffic volumes;
- Percent trucks;
- Intersection Levels of Service (LOS);
- Vehicle Miles Traveled (VMT): VMT numbers will be reconciled between OCTAM output and the elasticity / induced travel demand calculator. VMT shall be arranged by roadway type (e.g., freeway general purpose lanes, ramps, HOV lanes, arterial roads, local streets, etc.). VMT shall be broken down in 5 mph speed bins for both peak and off-peak periods.
- Vehicle Hours Traveled (VHT): VHT should be arranged by roadway type (e.g., freeway general purpose lanes, HOV lanes, ramps, arterial roads, local streets, etc.).

The most recent three-year accident history by type, as well as the comparable breakdown of the state-wide average accident rates for similar facilities shall be included (e.g., TASAS Table B, C, and C[wet, dark] data).

The exact methodology for the Traffic Impact / Circulation Study is subject to further refinement. Therefore, coordination with the Caltrans Traffic Operations unit will be critical to the timely completion of this study.

Deliverables:

- Draft Traffic Impact/Circulation Study (5 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final Traffic Impact/Circulation Study (5 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.4-3c Water Quality Assessment Report (WQAR)

Purpose: To evaluate the potential impacts on water quality that may be caused by the direct introduction of pollutants into surface bodies of water, the alteration of surface drainage patterns, and changes to area groundwater levels due to an increase of impermeable surfaces.

Methodology: A water quality Water Quality Assessment Report (WQAR) shall be prepared in accordance with the Caltrans SER and CEQA guidelines. The Project may be subject to the state, federal, and local water quality requirements under the National Pollutant Discharge Elimination System (NPDES) program. Local surface and groundwater water quality requirements are regulated in this region by the Santa Ana Regional Water Quality Control Board and its Basin Plan water quality standards. A Water Quality Assessment Report (WQAR) will be developed for use in the environmental document. The WQAR will qualitatively assess the Project's impacts on receiving water quality during construction and post-construction conditions based on the region's applicable stormwater regulations and consistent with the NPDES permit requirements in Order No. 2012-0011-DWQ. The WQAR will assess the baseline water quality conditions from available information and beneficial uses of receiving waters downstream of the Project. The WQAR will also identify the potential water quality issues from Project construction, post-construction and operation activities, and identify applicable mitigation measures (Best Management Practices and hydromodification measures) to address the short-term and long-term impacts.

The WQAR will discuss the following:

- The approach for the water quality assessment and the evaluation of the potential impacts related to implementing the Project.
- Regional Hydrology, Local Hydrology, Floodplains, Groundwater Resources, Topography, Climate, and Soils/Erosion Potential.
- The applicable requirements of the Federal Clean Water Act (CWA), State Water Quality Regulations (Statewide General Construction Permit), State Requirements under Section 402

of the Federal CWA, Beneficial Uses, Groundwater and Surface Water Quality Objectives, and Impaired Waters. The WQAR will discuss the risk analysis that will be conducted as part of the Storm Water Data Report consistent with the California Statewide General Construction Permit (Order 2009-0009- DWQ). The appropriate Risk Level based on planned construction schedule duration and the condition of the receiving waters will be determined.

- Potential stormwater quality mitigation measures (Best Management Practices) that may be needed per the water quality requirements applicable to the Project to address urban runoff treatment, TMDLs/watershed mandates, and hydromodification management will be obtained from the Storm Water Data Report and incorporated in the WQAR.
- Receiving waters will be confirmed as to status of being impaired water which may be subject to addressing measures to comply with 303(d) listed waterbodies and/or Total Maximum Daily Loads (TMDL).

Deliverables:

- Draft Water Quality Assessment Report (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Draft Final Water Quality Assessment Report (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final Water Quality Assessment Report (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.4-3d Floodplain Evaluation Report

Purpose: To prepare a report that discusses the requirements of Executive Order 11988 and the responsibilities of FHWA, Caltrans and local agencies when Projects encroach on a 100-year base floodplain.

Methodology: Consultant shall prepare the Floodplain Evaluation Report in accordance with Caltrans Environmental Handbook, Volume 1, Chapter 17 to support the ED. If it is determined that there are minimal to no impacts to floodplain, a Summary Flood plain Encroachment Report shall be prepared. If there is substantial encroachment, completion of a Floodplain Evaluation Report shall be prepared. Coordination with the Caltrans Hydraulics unit will be critical to the timely completion of this study.

Consistent with Caltrans District 12 guidance for the Location Hydraulic Study (LHS), the Floodplain Evaluation Report will be integrated with the Location Hydraulic Study.

Floodplains will be evaluated in a qualitative manner; addressing the

Project Purpose and Need, the Affected Environment, including Natural and Beneficial Uses, and the Project Risks and Impacts for the alternatives as required by the floodplain ordinance (23 CFR 650), Executive Order 11988, and the National Flood Insurance Program (NFIP).

Where alternatives will cause impacts to the floodplain, regulatory floodway, or where a longitudinal encroachment will occur, the project design elements alternatives will be evaluated to reduce or eliminate the impacts or encroachment. The two build alternatives will involve evaluation of grading, retaining walls, channel improvements, and improved culvert entrances. Adequate information will be developed to demonstrate the impacts are within allowable tolerances, or identify a feasible means to bring the impact within tolerances and quantify the probable costs associated with the mitigation measure.

Deliverables:

- Draft Floodplain Evaluation Report (See Location Hydraulics Study) (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final Floodplain Evaluation Report (See Location Hydraulics Study) (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.4-3e Location Hydraulics Study

Purpose: To research the available FEMA floodplain data, Orange County Flood Control, City of San Clemente, and US Army Corps of Engineers data to identify any potential encroachments into existing mapped floodplains.

Methodology:

Research and Data Collection - This task includes requesting FEMA back-up technical data for the mapped floodplains.

The task also includes field review of all culvert crossings. The flooding sources and the resulting floodplains shall be analyzed as part of the Location Hydraulics Study (LHS). The LHS will be prepared according to Caltrans District 12 guidance for preparing an LHS.

Base Map Preparation - Based on the results of Research and Data Collection, overlay the FEMA floodplain and any other available floodplain data on the Project base maps. Determine locations of longitudinal encroachment on the mapped floodplains.

Alternatives Analysis - Prepare alternatives analysis for build alternatives which will be evaluated based on:

- 1) the risk associated with implementation of the action

- 2) the impacts on natural and beneficial floodplain values
- 3) the support of probable incompatible floodplain development
- 4) the measures to minimize floodplain impacts associated with the action
- 5) the measures to restore and preserve the natural and beneficial floodplain values impacted by the action
- 6) the practicability of alternative to any significant encroachment
- 7) the practicability of alternatives to any longitudinal encroachment

Location Hydraulics Study - Prepare a LHS summarizing the analysis. The LHS will determine if there is a significant encroachment or impact to the base flooding. Also, Caltrans requires that there be no increases in Base Flood Elevations (BFEs) in areas with floodways.

Hydraulic Modeling Proposed Project - In order to better identify potential impacts to the floodplain, preliminary hydraulic models of the effected watercourses will be analyzed immediately upstream and downstream of the proposed encroachments.

Deliverables:

- Location Hydraulic Study (Included as part of the Floodplain Evaluation Report) (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.4-3f Noise Study Report

Purpose: To prepare a traffic Noise Study Report (NSR) based on the Caltrans Traffic Noise Analysis Protocol and Technical Noise Supplement (latest editions).

Methodology: The consultant will prepare a Noise Study Work Plan for Caltrans review prior to commencement of the NSR. The NSR shall be prepared in accordance with the latest Caltrans Traffic Noise Analysis Protocol (Protocol), and the latest Technical Noise Supplement (TeNS), as well as specific requirements of Caltrans District 12 and FHWA requirements to support the ED. The NSR format should follow Caltrans Annotated Noise Study Report (NSR) template. Coordination with the Caltrans Environmental Engineering unit will be critical to the timely completion of this study.

Deliverables:

- Noise Study Work Plan
- Draft Noise Study Report (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Draft Final Noise Study Report (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final Noise Study Report (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.4-3g Noise Abatement Survey Report

Purpose: To present viewpoints either to approve or oppose the proposed noise abatement.

Methodology: After the NADR is completed, the consultant shall prepare registered letters and/or voting ballots to send to all property owners and non-owner occupants at benefited receptors to survey their viewpoints on the proposed noise abatements. Consultants shall tabulate the results and present in a Noise Abatement Survey Report. The report should be in accordance with Caltrans guidelines and Protocol, and with the best information available.

Deliverables:

- Draft Noise Abatement Survey Report (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Draft Final Noise Abatement Survey Report (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final Noise Abatement Survey Report (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.4-3h Community Impact Assessment

Purpose: To prepare a Community Impacts Assessment in accordance to Caltrans SER, Volume 4, Caltrans Community Impact Assessment guidance (latest edition), and FHWA's guidance on Community Impact Assessment, to identify and analyze community impacts associated with the project. This will be prepared to support the Draft and Final ED.

Methodology: Consultant will prepare a mid-level Community Impact Assessment (CIA) to identify the socioeconomic effects of the project on the local community. Potential impacts to consider for the CIA report:

- Land use, including consistency with the Coastal Zone Management Act of 1972 and California Coastal Act of 1976
- Growth
- Community character and cohesion
 - Population and housing
 - Economic conditions
 - Community facilities and services, including utility/emergency services
 - Relocations and real property acquisition
 - Environmental justice
- Traffic and transportation/pedestrian and bicycle facilities

- A Ramp Closure Study, should long-term ramp closures be needed
- Cumulative impacts

Avoidance, minimization, and/or mitigation measures will be recommended to reduce the community impacts from the project.

Deliverables:

- Draft Community Impact Assessment (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final Community Impact Assessment (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.4-3i Visual Impact Assessment

Purpose: To prepare a Visual Impact Assessment in accordance to Caltrans Environmental Handbook, Volume 1, Chapter 27, Caltrans Visual Impact Assessment guidance (latest edition), Caltrans Visual Impact Guide Checklist, and FHWA's guidance on *Visual Impact Assessment for Highway Projects* (latest edition), to identify and analyze visual resource impacts associated with the project. This will be prepared to support the Draft and Final ED.

Methodology: Consultant will prepare a Moderate Visual Impact Assessment (VIA) in accordance with the annotated outline recommended by the Caltrans Landscape Architecture Program. Consultant will conduct a field reconnaissance, at which time, on-site and adjacent visual resources will be documented. Consultant will complete a Visual Contrast Rating System analysis. Avoidance, minimization, and/or mitigation measures will be recommended to reduce the visual impacts from the project.

Photosimulations. Consultant will select the four preliminary Key Views for the proposed project, in consultation with the Authority and Caltrans staff. Key Views represent areas within sensitive viewer locations within and surrounding the project site, which also have views to the project features.

Computer models will be prepared to simulate the project for a total of four (4) Key Views. The rendered subject will be superimposed into a photograph and foreground objects will be masked.

Consultant will analyze the existing and proposed conditions of each photosimulation pursuant to FHWA guidelines to provide an analysis of the visual contrast/change. This analysis will be included consistent with the Methodology section discussed above.

Viewshed Mapping. A viewshed analysis will be performed to

determine potential areas that the proposed improvements would be visible within a one-mile radius.

Deliverables:

- Draft Visual Impact Assessment (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final Visual Impact Assessment (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.4-3j Air Quality Report

Purpose: To conduct an air quality analysis to satisfy CEQA, state, and federal environmental requirements and conformity provisions of the Clean Air Act Amendments (CAAA) to support the Draft and Final Environmental Document.

Methodology: The Air Quality Report shall be prepared in accordance with the latest following protocols/guidelines: Caltrans Standard Environmental Reference (SER) Air Quality Annotated Outline and Air Quality Conformity Annotated Outline, SB743, Caltrans *Transportation Project-Level Carbon Monoxide Protocol*, EPA *Transportation Conformity Guidance for Quantitative Hot-spot Analyses in PM2.5 and PM10 Nonattainment and Maintenance Areas*, *Transportation Project-Level Carbon Monoxide Protocol (CO Protocol)*, FHWA *Interim Guidance on Air Toxic Analysis in NEPA Documents*, and *Caltrans' policy on greenhouse gas emissions*.

Analysis:

The Air Quality Report will document whether the proposed Project is included in the latest Regional Transportation Plan (RTP) and Federal Transportation Improvement Program (FTIP) for preliminary engineering/environmental documentation. The Air Quality Report will make a final determination whether the build alternatives will conform to applicable state and federal air quality plans. Mitigation measures will be defined for any construction and/or operational impacts that are identified.

Based on recent determinations by the Transportation Conformity Working Group (TCWG) for projects of a similar size and scale, this scope assumes that the TCWG will consider the project to be a Project of Air Quality Concern (POAQC). Interagency consultation will be used to determine whether the project is POAQC or not; and to develop and choose methods, associated methods and assumption to be used in the hot-spot analysis. Therefore, the scope assumes the preparation of a quantitative PM10 and PM2.5 Hot-Spot assessment. This assumes coordination with Caltrans District and Headquarters staff, as well as member agencies of the TCWG. Traffic data will be analyzed using DataBridge 2017 (v 1.02) model and the result will be used for

calculating the Emission Factors. Emissions factors will be gathered from the CT-EMFAC2017 (v1.02) model and the quantitative hotspot analysis will be conducted with the AERMOD model. Meteorological data will be obtained from concerned agencies to use in AERMOD.

The modeled emissions will reflect the following scenarios: existing (base year), No Build (Opening Year), Build (Opening Year), No build (Forecast Design Year), Build (Forecast Design Year) for all the alternatives.

A quantitative Mobile Source Air Toxic (MSAT) analysis will be prepared according to FHWA Interim Guidance on Air Toxic Analysis in NEPA Documents. The quantitative emissions will be calculated by using CT-EMFAC2017 model.

Construction related emissions will also be quantified using CAL-CET 2018 (v1.3). Caltrans Standard Specifications for Construction, as well as mitigation measures if necessary, will be recommended to reduce short-term construction related impacts.

The Greenhouse Gas Emissions Analysis will be based on the Caltrans Climate Action Program and the CT-EMFAC2017 model will be used to calculate the GHG emissions. It is assumed the greenhouse gas (GHG) emissions will be modeled for the following conditions: existing (Base Year), No Build (Opening Year), Build (Opening Year), No build (Forecast Design Year), Build (Forecast Design Year) for all the alternatives. Consultant will require coordination with District Headquarter staff on the methodologies.

The City of San Clemente prepared the City of San Clemente Climate Action Plan (April 2012) and City of San Clemente Sea Level Rise Vulnerability Assessment (October 2019). A brief summary of these efforts should be included in the Air Quality Report as well as applicable measures that have been identified.

The Air Quality Report will include a local analysis for CO consistent with the CO Protocol. Construction emissions will be quantified commensurate with available Project specific information. NEPA and CEQA requirements will also be discussed in the air quality report. A work plan will be submitted to the Caltrans District 12 and get approval before start of the work.

Deliverables:

- Draft Air Quality Report (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final Air Quality Report (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Supporting Documentation including backup data/

documentation for the air quality model runs. The model runs will be provided to Caltrans before moving to the next model calculation.

Air Quality Conformity Report

After circulation of the Draft ED and prior to issuance of the Final ED, FHWA approval will be required. Therefore, Consultant will also prepare a standalone Air Quality Conformity Report for the proposed Project pursuant to the Surface Transportation Project Delivery Program (23 United States Code [USC] 327). The report will focus on the conformity provisions of the Clean Air Act Amendments, including regional conformity and project level conformity (CO hotspots, PM10/PM2.5 hotspots, and construction-related hotspots). The standalone Air Quality Conformity Report will also describe the public and interagency consultation process, which includes TCWG review and relevant public review comments and responses. The additional documentation includes the Conformity Analysis Checklist, which highlights criteria from the Code of Federal Regulations (40 CFR 93.102 through 93.123). FHWA approval will be required for the stand alone Air Quality Conformity document.

Deliverables:

- Draft Air Quality Conformity Report (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final Air Quality Conformity Report (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.4-3k Paleontological Identification Report/ Paleontological Evaluation Report

Purpose: To identify paleontological resources and to evaluate the significance of those resources.

Methodology: A number of federal statutes specifically address paleontological resources, their treatment, and funding for mitigation as a part of federally authorized or funded Projects (e.g., Antiquities Act of 1906 [16 USC 431-433], Federal-Aid Highway Act of 1935 [20 USC 78]). Under California law, paleontological resources are protected by CEQA, the California Code of Regulations, Title 14, Division 3, Chapter 1, Sections 4307 and 4309, and Public Resources Code Section 5097.5.

A paleontology study shall be undertaken, consistent with CEQA, and following the Caltrans SER, Environmental Handbook, Volume I, Chapter 8 to determine the presence/absence of paleontological resources within the Area of Potential Effect (APE).

This initial review is what is known as a Paleontological Investigation Report (PIR). If paleontological resources are identified, a second document known as a Paleontological Evaluation Report (PER) will be prepared to evaluate the significance of those resources. Often the PIR and PER are combined into a single document. If paleontological resources, or sediments that are conducive to the preservation of paleontological resources, are located within the APE, the PIR/PER will likely recommend the preparation of an additional document known as a Paleontological Mitigation Plan (PMP). The PMP, if needed, is not part of this scope and is usually prepared after the final Project design elements have been determined.

Deliverables:

- Draft Combined Paleontological Investigation Report / Paleontological Evaluation Report (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final Combined Paleontological Investigation Report / Paleontological Evaluation Report (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.4-31 Historic Property Survey Report

Purpose: In accordance with Caltrans, FHWA, and the State Historic Preservation Officer (SHPO) requirements, a Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR) shall be prepared to support the ED. In addition, Historical Resources Evaluation Report (HRER) may be necessary if the proposed project impacts structures. Furthermore, Native American consultation is required to ensure that proper coordination takes place early in the environmental documentation process.

Methodology: The HPSR, ASR, and HRER shall be prepared in conformance with current requirements, as outlined in the Caltrans Environmental Handbook, Volume 2. Where applicable, these documents shall comply with requirements of Section 106 of the National Historic Preservation Act and its relationship to Section 4(f) of the Department of Transportation Act, and at the state level, the CEQA and the Public Resources Code. Coordination with the Caltrans Environmental Planning unit will be critical to the timely completion of this study.

The HPSR, ASR, and HRER shall adhere to the Section 106 Programmatic Agreement (PA) that governs Caltrans cultural resources actions on federally-assisted state and local Projects. All actions taken under the Section 106 PA must be conducted by or under the supervision of Caltrans Professionally Qualified Staff (PQS).

Research/Records Search – An archaeological and historical

records review and literature search will be conducted at the South Central Coastal Information Center (SCCIC) located at California State University, Fullerton and at the South Coastal Information Center (SCIC), located at San Diego State University. The SCCIC and the SCIC are the state-designated repository for records concerning cultural resources in Orange County and San Diego County, respectively. The records search will provide information on known cultural resources and on previous cultural resources investigations within a one half-mile radius of the Area of Potential Effects (APE). Data sources that will be consulted at the SCCIC will include archaeological site and isolate records, historic maps, reports from previous studies, and the state's Historic Resource Inventory (HRI) for Orange County, which contains listings for National Register of Historic Places (National Register), California Register of Historical Resources (California Register), California Historical Landmarks (CHL), and California Points of Historical Interest (CPHI). Consultant will conduct historic context and bridge specific research. Consultant team will digitize the results of the records search to provide a data base of information for the cultural studies and mitigation efforts. Digitizing the records search prior to field work effectively reduces the amount of time spent during reconnaissance surveys since it provides the survey team with an annotated map of the area to be covered.

Field Survey - An architectural historian from Consultant will conduct reconnaissance and intensive field surveys of the APE. During the reconnaissance-level survey buildings that appear to be 45 years of age or older will be identified and those that appear to be exempt from further study pursuant to the Caltrans Section 106 Programmatic Agreement will be noted. During the intensive survey, an architectural historian will walk along the public ROW to identify historic buildings, if any. The architectural historian will photograph and make detailed notations about each of the buildings' structural and architectural characteristics, as well as current conditions and the setting and associated features.

Consultant will conduct a systematic archaeological field survey of portions of the APE that are not obscured by asphalt/concrete. The ground surface will be visually examined by an archaeologist for evidence of prehistoric (Native American) or historic (non-Native American) archaeological remains.

To meet state standards, any previously unrecorded resources identified during the surveys will be recorded on State of California Department of Parks and Recreation Series 523 (DPR) forms. Existing documentation for previously recorded resources will be updated on DPR forms following a field examination of the resource to assess its current condition. The project budget allows for a maximum of five buildings/ structures/objects to be evaluated using

the DPR forms. It is expected that findings will be negative for archaeological remains and that no new DPR forms or revised DPR forms will be prepared for these resources nor will an Extended Phase I survey be required).

Coordination with Caltrans, and Native Americans - As directed by Caltrans, the Consultants team will initiate Native American consultation for the Project. Consultant will contact the Native American Heritage Commission (NAHC), the State Commission concerned with Native American Issues. The NAHC will be asked to review the Sacred Lands File to determine whether any traditional cultural properties or other sacred/religious sites are in or near the APE. The NAHC will also provide a list of Native Americans who may have knowledge of cultural resources that could be impacted by the Project. Consultant shall contact these parties by certified letter to inform them of the Project and request their input. If no response is received, Consultant shall follow up with up to two telephone calls and/or emails to ensure that any concerns Native Americans may have about the Project are addressed. Consultation shall continue throughout the Section 106 compliance effort.

Deliverables:

- Draft Historic Property Survey Report, Archaeological Survey Report, and Historical Resources Evaluation Report (if necessary), and supporting documents (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Draft Final Historic Property Survey Report, Archaeological Survey Report, and Historical Resources Evaluation Report (if necessary), (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final Historic Property Survey Report, Archaeological Survey Report, and Historical Resources Evaluation Report (if necessary), (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Native American Coordination Documented in the Historic Property Survey Report and Archaeological Survey Report (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.4-3m Area of Potential Effects Map/Records Search

Purpose: To prepare an Area of Potential Effects (APE) map delineating direct and indirect cultural resources impacted areas.

Methodology: The APE map shall be done in accordance with Caltrans Environmental Handbook, Volume 2. The APE map shall be at an appropriate scale (1" = 200') and approval shall be obtained from the Caltrans District Archaeologist and Project Manager.

Archaeological and historic property surveys of the Project's APE will be completed as part of the HPSR, ASR, and HRER document preparation process.

Deliverables:

- Draft Area of Potential Effects map (2 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Draft Final Area of Potential Effects map (2 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final Area of Potential Effects map (2 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Approved/Signed Area of Potential Effects map for inclusion and delineating the analyses in the Historic Property Survey Report, Archaeological Survey Report, and Historical Resources Evaluation Report (2 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.4-3n Initial Site Assessment

Purpose: To identify existing hazardous materials and waste sites, extent of contamination and remediation measures.

Methodology: Consultant will prepare a Phase I Initial Site Assessment (ISA) for the Project. The ISA will be prepared in accordance with the American Society for Testing and Materials (ASTM) Standard Practice E 1527-05 and the Caltrans SER.

The objectives of the ISA are to: (1) evaluate the potential for hazardous materials on the site based upon readily discernible and/or documented present and historic on-site uses and uses immediately adjacent to the site, and (2) generally characterize the expected nature of hazardous materials that may be present as a result of such uses, within the limits imposed by the scope of the ISA. Materials that may constitute a hazardous waste include, but are not limited to petroleum products, pesticides, organic compounds, heavy metals, or other compounds injurious to human health and the environment.

The ISA is not intended to provide specific qualitative or quantitative information as to the actual presence of hazardous materials at the site, but is to merely identify the potential presence based on available information and provide preliminary conclusions relative to site conditions. This scope specifically excludes laboratory testing, field sampling, environmental lien searches, and chain of title documents.

The Phase I ISA will include the following components:

Consultant will perform a site visit, which will consist of a visual examination of the proposed Project site for visual evidence of potential environmental concerns, including existing or potential soil

and groundwater contamination as evidenced by soil or pavement staining or discoloration; stressed vegetation; indications of waste dumping or burial; pits; ponds; or lagoons; containers of hazardous substances or petroleum products; electrical and hydraulic equipment that may contain PCBs, such as electrical transformers and hydraulic lifts; and underground and aboveground storage tanks. Consultant will examine the physical characteristics of the property (i.e., apparent runoff directions, location of paved areas, etc.).

A preliminary visual examination of immediately adjacent property conditions and their general nature will be conducted.

An investigation of historical uses of the proposed Project site by examining locally available aerial photographs (including historical aerial photos), historical topographic maps, and other available documentation for evidence of potential environmental concerns associated with prior land uses.

Investigations will be conducted for each proposed Assessor's Parcel Number (APN) to be acquired as part of the proposed Project. This analysis will include an exhibit illustrating the proposed Project, the existing roadway right-of-way, the proposed roadway right-of-way, APNs, and the proposed acquisition areas (to be provided by the proposed Project Engineer). A table will also be provided that will summarize potential recognized environmental conditions (RECs) per each APN to be acquired. Consultant shall initially assume that both partial and full acquisition of properties would occur as part of the proposed Project and ultimately confirm that assumption during the course of the Project development.

Consultant will interview knowledgeable persons (i.e., current property owners, operators, occupants, adjacent residents, as well as applicable public agencies, if available) to identify operations conducted on the proposed Project site and neighboring properties, if any. Consultant will also identify the uses of all adjoining properties (i.e., those contiguous to the proposed Project site). If such operations are likely to affect the proposed Project site by contamination with hazardous substances or petroleum products, Consultant will describe the risks presented to the proposed Project site within the ISA.

A review of information available on general geology and topography of the proposed Project site and local groundwater conditions will be conducted.

Consultant will include a review of the commercial database summaries, provided by Environmental Data Resources, Inc. (EDR), regarding public agency records for the proposed Project site and surrounding area. Consultant will conduct additional file review at regulatory agencies, document the findings, and recommend the proposed actions for the acquired ROW parcels that have

contaminants of concern.

A review of available property data for the proposed Project site, if available, will be conducted.

Consultant will complete the ISA checklist, as required by Caltrans, for the proposed Project.

After ISA and ROW determinations are completed, Consultant shall perform a Phase II. The scope of work will be determined at that time. Phase II Investigation will be conducted at PAED phase except for the Aerial Deposited Lead Investigation that will be conducted early in the design phase of the project.

Deliverables:

- Draft Initial Site Assessment (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final Draft Initial Site Assessment (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Site Investigation, as required, prior to Environmental Document approval

3.4-3o Jurisdictional Delineation Report

Purpose: To conduct a jurisdictional delineation in accordance with U.S. Army Corps of Engineers (ACOE) and California Department of Fish and Wildlife (CDFW) guidelines.

Methodology: To identify jurisdictional wetlands, a three parameter delineation will be conducted according to the Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Regional Supplement) and the 1987 Corps Wetland Delineation Manual, and to delineate the jurisdictional limit of non-wetland waters of the U.S. following the procedures set forth in 33 Code of Federal Regulations (CFR) 328.3(e). The wetlands delineation and jurisdictional determination will be conducted for all proposed alternatives. It is anticipated that a routine delineation (as defined by ACOE), tailored to the site characteristics, will be adequate. The delineation should also consider any additional information needs based on the April 2020 Implementation Guidance for the State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State. Further, the extent of any streambed and associated riparian areas subject to review by the CDFW under Section 1602 of the Fish and Game Code will be determined. The results of the draft jurisdictional delineation will require verification and approval by the ACOE and CDFW. A request for an approved Jurisdictional Determination from the ACOE is included in the scope of work. However, CDFW typically does not verify jurisdictional determinations until a Notification of Streambed Alteration is submitted, as part of the permitting process,

which is not included in this scope of work. An informal verification of the jurisdictional delineation will be requested as part of the project coordination with CDFW, but verification may not be obtained.

A technical report will be prepared presenting the results of the jurisdictional delineation. The report will be suitable for submittal to the involved agencies for purposes of permit application and for inclusion as a technical appendix. Accordingly, the report will identify and quantify jurisdictional areas and features, including a breakdown of wetlands and non-wetland waters of the U.S. The report will also identify features as earthen or concrete. An estimate of permanent and temporary impacts (as well as earthen vs. concrete) resulting from the discharge of fill material into jurisdictional area will not be included in this delineation report, but will be included in the NESMI.

Deliverables:

- Draft Jurisdictional Delineation (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Draft Final Jurisdictional Delineation (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final Jurisdictional Delineation (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.4-3p Natural Environment Study (Minimal Impacts)

Purpose: To document and evaluate the natural habitat in the Project area, and determine whether the proposed Project would result in impacts on sensitive species/habitat, and waters of the United States to support the ED.

Methodology: A Natural Environment Study (Minimal Impacts) [NES(MI)] shall be prepared in accordance with the Caltrans Environmental Handbook, Volume 3. The NES(MI) shall be prepared using the Caltrans prescribed format, available on the Standard Environmental Reference website. Potential effects on endangered species are not anticipated, and a Biological Assessment is not included in the scope of work. Consultant shall coordinate with the appropriate agencies to delineate the biological study area and determine the need for a Section 404 (individual or nationwide) permit and Section 1602 Agreement (Streambed Alteration Agreement). Consultant shall also coordinate with the U.S. Fish and Wildlife Service (USFWS) and CDFW to identify state and federally listed threatened and endangered species potentially in the area. The sensitive plant and animal species potentially occurring within a 1-mile radius of the Project freeway segment are identified but not limited to the ones listed in the Preliminary Environmental Analysis Report (PEAR). A Section 401 (pursuant to the Clean Water Act) permit may also be required for the Project.

A portion of the project occurs within the Coastal Zone Boundary as mapped in the City of San Clemente's Local Coastal Program. A Coastal Development Permit (CDP) from either the California Coastal Commission or City of San Clemente will also be required.

This project is not currently covered by the OCTA M2 Natural Community Conservation Plan/Habitat Conservation Plan (Conservation Plan). However, if any habitat of the OCTA's Conservation Plan Covered Species occur in the project area, the Conservation may be amended to extend coverage for those species. The NES(MI) should include an assessment of potential project impacts to the OCTA M2 Covered Species. The potential Conservation Plan amendment is not included in the scope of work.

Consultant shall identify applicable permits necessary for implementation of the construction phase of the Project. Coordination with USFWS, CDFW, United State Army Corps of Engineers (ACOE), RWQCB, California Coastal Commission, etc. will be necessary under the guidance of the Caltrans Environmental Planning unit, but application for the required permits is not included in the scope of work.

Many cities and counties within California have tree preservation ordinances and local land use policies with which transportation agencies and their agents must comply. During the planning phases, there should be a thorough investigation to determine if such ordinances or regulations apply.

Deliverables:

- Draft Natural Environment Study (Minimal Impacts) and supporting documentation including but not limited to: detailed literature review and database search, field review, vegetation/habitat assessment of the Project and documentation of coordination efforts with state and federal resources agencies (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Draft Final Natural Environment Study (Minimal Impacts) (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final Natural Environment Study (Minimal Impacts) (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.4-3q Relocation Impact Document

Purpose: To prepare the Relocation Impact Document (RID) in accordance with 49 Code of Federal Regulations (CFR) 24 The Uniform Act, Caltrans' Standard Environmental Reference

Handbook, Volume 4, and the Caltrans Right-of-Way Manual to support the ED.

Methodology: The RID shall identify the potential displacement of adjacent commercial/businesses/residential properties, and include a discussion of the impacts to these businesses/properties as a result of the proposed Project. A table summarizing the impacts to each property shall be included in the analysis. In addition, minimization measures to displaced businesses and identification of alternate site(s) for potentially displaced business shall be identified. Coordination with the Caltrans Right-of-Way Division will be critical to the timely completion of this study. The Draft RID will be a supporting document to the DED and the Final RID will be prepared and a supporting document to the FED.

Deliverables:

- Draft Relocation Impact Document (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final Relocation Impact Document (3 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.4-4 Screencheck Draft EIR/EA (accompanied by Draft Environmental Document Checklist)

Purpose: A screencheck Draft EIR/EA shall be prepared in accordance with the SER and Caltrans Environmental Handbook (latest Annotated Outline), FHWA Technical Advisory T6640.8A, and Council on Environmental Quality (CEQ) guidance. Concurrent with the aforementioned technical analyses, Consultant shall prepare the screencheck Draft EIR/EA incorporating the environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the Project, proposed avoidance, minimization and/or mitigation measures, an environmental commitment record (ECR) and a listing of environmental (and related) permits required for implementation of the Project.

Methodology: The screencheck Draft EIR/EA shall fully utilize and update as appropriate the previous environmental analyses prepared to support the Project Report. This document shall be provided to Authority and Caltrans for the appropriate reviews once all technical studies have been approved by Caltrans. Caltrans would conduct its review in accordance with the Environmental Document Quality Control Program under the NEPA provisions of the Memorandum of Understanding (MOU) between the Federal Highway Administration (FHWA), California Division, and the California Department of Transportation (Caltrans) on June 7, 2007 and amended on December 30, 2016. This will be accompanied by the completed Environmental Document Preparation and Review Tool and External QC Certification Sheet. Once the Authority and Caltrans provide

comments on the document, Consultant shall revise the document appropriately. The revised screencheck Draft EIR/EA will then be resubmitted to the Authority and Caltrans for approval. Consultant shall prepare a response-to-comments matrix demonstrating how and where the comments have been addressed in the screencheck Draft EIR/EA. Coordination with the Caltrans Environmental Planning unit will be critical to the timely completion of this document. Once Authority and Caltrans District 12 are satisfied with the document, the next round of reviews would commence, i.e. NEPA QC. Once all reviews have been completed, the District 12 Environmental Branch Chief will certify that the document is ready for public circulation. A Section 4(f) Evaluation will be prepared as an appendix to the EIR/EA. This Evaluation will assess resources that qualify for protection under Section 4(f).

Deliverables:

- Screencheck Draft EIR/EA with Environmental Document Preparation and Review Tool and External QC Certification Sheet for draft environmental documents for Authority and Caltrans to review/comment. (5 copies, 2 copies in electronic format Microsoft Word and Adobe Acrobat Reader – Includes Resource/Technical Specialist and Technical Editor Review as outlined in the NEPA QA/QC guidance.)
- Final Technical Studies (2 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.4-5 Draft EIR/EA (accompanied by Draft Environmental Document Checklist)

Purpose: To incorporate Authority and Caltrans review comments to the Screencheck.

Methodology: The revised screencheck Draft EIR/EA along with the Environmental Document Preparation and Review Tool and External QC Certification Sheet for draft environmental documents and response-to-comments matrix shall be resubmitted to Authority and Caltrans. The environmental document will be routed to the Caltrans District Director for signature and approval to publicly circulate. Following approval by Caltrans and FHWA, the approved Draft EIR/EA will be distributed to agencies and the public for review and comment. The Consultants team shall be responsible for updating the distribution list.

Deliverables:

- Approved Draft EIR/EA (5 copies, and in electronic format Microsoft Word and Adobe Acrobat Reader)
- Final Technical Studies (2 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- All files will be filed in accordance with the Uniform Filing System and will be submitted to Caltrans.

3.4-6 Public Hearing (Open House Format and Virtual Meeting) and Public Outreach Support

Purpose: To receive agency and public comments on the Draft EIR/EA.

Methodology: Consultant shall support the Public Outreach efforts and support the Authority Public Outreach Coordinator, who is the lead on providing a minimum of one open house/virtual meeting during the Draft EIR/EA public review period, following procedures as required by CEQA/NEPA and the Caltrans Environmental Handbook and SER. Consultant shall support Authority Public Outreach and/or their consultant in providing public notice for and coordinating the open house meeting, including handouts, materials, exhibits, presentation boards, etc. In coordination and consultation with Authority and Caltrans, the Consultant's team shall also be responsible for ensuring that copies of the Draft EIR/EA are available for review/comment at city halls and libraries along the Project corridor. Consultant shall be responsible for providing a newspaper advertisement to be posted by Authority Public Outreach consultant in newspapers in Orange and San Diego Counties announcing the availability of the document and open house meeting date for the Project in accordance with CEQA/NEPA and the SER (e.g., The Orange County Register, Los Angeles Times, San Diego Union-Tribune, La Opinión, and local community papers). The Consultant shall designate an individual (with concurrence by the Authority Project Manager) as the main point of contact with interested parties during CEQA/NEPA public review process. Consultant shall prepare a Notice of Availability (NOA) and work with the Authority Public Outreach consultant on distribution and any necessary agency letters/notifications as needed. In addition, Caltrans email contact/general address for receipt of comments will be coordinated with the PDT. Consultant shall support Authority Public Outreach and/or their consultant to document and gather public comments from the open house meeting. The cost of a court reporter and translation services is not included. Consultant shall coordinate with Caltrans for distributing the draft and final environmental document. Consultant shall assist Authority Public Outreach and/or their consultant with coordinating series of community meetings, including handouts, materials, presentation boards, etc. and be available for presentations at up to two community meetings during the public review period for the DED, as needed.

The virtual public meeting will consist of a video presentation explaining the Project, which includes both audio and video components, along with other exhibits and materials for review. All the materials presented at the virtual public meeting must also be ADA accessible.

Deliverables:

- Draft EIR/EA as approved in Task 3.4-5 (25 copies, 75 CDs)
- Final Technical Studies as approved in Task 3.4-5 (10 copies)
- Mailing of EIR/EA to distribution list outlined in the document (25 CDs)

- Notice of Availability to project distribution list
- Newspaper advertisement for the Draft EIR/EA availability and Open House meeting for the Project in accordance with CEQA/NEPA and the SER
- Presentations at community meetings (up to two)
- Public Hearing (Open House Format and Virtual Meeting) and community meeting assistance including handouts, exhibits, visual displays and other materials
- Documentation and gathering of public comments for the Project records (10 copies)
- Submittal of the Draft EIR/EA (as approved in Task 3.4-5) and Notice of Completion (NOC) to the State Clearinghouse (in an electronic format subject to their guidance and 15 copies)
- Submittals to the Orange County and San Diego Clerk-Recorder offices
- Submit audio and video components (ADA accessible), including link to view the Virtual Public Hearing and all the presentation
- Web-based accessible comment submittal portal
- Special accommodations: if special communication accommodation or need for an interpreter, a request can be made. In addition, special arrangements for other disability and need assistance will also be offered.
- Virtual Public Hearing Notice (English) and Virtual Public Hearing Notice (Spanish)
- Project Location Map
- Virtual Public Hearing Information
- Comment Forms in English and Spanish
- Virtual Public Meeting record and documentation

3.4-7 Prepare Response to Comments Matrix

Purpose: To document the responses to comments on the Draft EIR/EA

Methodology: Consultant shall be responsible for maintaining documentation and providing the adequate response to internal and public comments on the Project and Draft EIR/EA. A response-to-comments matrix outlining how and where the revisions to the documents have been made shall be included in the revised screencheck and anticipated Final EIR/FONSI. The response-to-comments matrix shall be provided to Authority and Caltrans for review and concurrence prior to finalization of the screencheck and anticipated Final EIR/FONSI.

Deliverables:

- Draft Response to Comments Matrix (5 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final Response to Comments Matrix (5 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

3.4-8 Screencheck Final EIR/FONSI

Purpose: A screencheck anticipated Final EIR/FONSI shall be prepared in accordance with the Caltrans SER, Caltrans Environmental Handbook, FHWA Technical Advisory T6640.8A, and CEQ regulations (as outlined in the SER). The Final EIR/FONSI shall be prepared using the latest Caltrans environmental document template. Concurrent with the aforementioned technical response to comments, Consultant shall prepare the screencheck anticipated Final EIR/FONSI incorporating the public comments, technical evaluation, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the Project, proposed mitigation measures, and a listing of environmental (and related) permits required for implementation of the Project. Substantive new technical analysis which requires modification of the approved technical studies and/or technical analysis conducted for the EIR/EA are not included in this scope.

Methodology: The screencheck anticipated Final EIR/FONSI shall be provided to Authority and Caltrans per the Environmental Document Quality Control Program under the NEPA Program memo, accompanied by the completed Environmental Document Preparation and Review Tool and External QC Certification Sheet for final environmental documents. The revised anticipated Final EIR/FONSI will then be resubmitted to Caltrans for approval. Caltrans will seek formal approval from FHWA for the responsibilities that have not been delegated under the NEPA Delegation, including FHWA's air quality conformity responsibilities (MOU 3.2.4) and government to government consultation with Indian tribes (MOU 3.2.3). Consultant shall prepare a response-to-comments (RTC) matrix indicating how and where the public comments have been addressed in the screencheck anticipated Final EIR/FONSI.

Deliverables:

- Screencheck anticipated Final EIR/FONSI for the Project along with the External QC sheet and the Environmental Document Review Checklist (5 copies, 2 copies in electronic format Microsoft Word and Adobe Acrobat Reader – Includes Resource/Technical Specialist and Technical Editor Review outlined in the NEPA QA/QC guidance).

3.4-9 Final EIR/Findings and Statement of Overriding Considerations (SOC) [if necessary]/FONSI

Purpose: To document the selection of the Preferred Alternative, timing and responsibility of mitigation measures identified in the Final EIR/FONSI, and as required by CEQA, the project will document its significant environmental effects before mitigation and will document the results if unavoidable significant environmental impacts remain after mitigation.

Methodology: Following review by the Authority and Caltrans, Consultant shall revise the screencheck anticipated Final EIR/FONSI. In accordance with CEQA, the Consultant shall prepare Findings and SOC (if necessary)

and submit for review to the Authority and Caltrans and respond to their comments. Six copies of the revised anticipated Final EIR/FONSI along with the final environmental documents, response-to-comments matrix, and Findings and SOC (if necessary) shall be resubmitted to Authority and Caltrans for District Director signature. Following approval by Caltrans and FHWA, the anticipated Final EIR/FONSI shall be made available to the public upon request. Consultant will be responsible for updating the distribution list.

Deliverables:

- Approved anticipated Final EIR/FONSI (6 copies, 2 copies in electronic format Microsoft Word and Adobe Acrobat Reader –
- Findings and SOC (if necessary)
- Files will be submitted to Caltrans in accordance with the Uniform Filing System.
- External QC Sheets and ED Checklist

3.4-10 Circulation of the Final Environmental Document and California Transportation Commission (CTC) and Statute of Limitations (SOL) Submittals

Purpose: To notify the agencies and general public regarding the determination of the environmental document.

Methodology: The FED along with the RTC letters will be sent out to the agencies that commented on the DED. As an option, Caltrans may consider the option to make the FED available to the public for review. Once the public review period has been completed, the consultant will provide hard copies (with electronic copy) of the Final EIR/Notice of Determination (NOD)/EA with FONSI and Notice of Availability (NOA) of the FONSI to the State Clearinghouse and County Clerk's Offices (including County of Orange and County of San Diego). In addition, the consultant will assist the authority and Caltrans with preparation and filing of the Statute of Limitations (SOL) notice in the Federal Register and prepare and submit the package to the CTC for action.

Deliverables:

- Approved anticipated Final EIR/FONSI (2 copies of the FED and 2 copies in electronic format in Microsoft Word and Adobe Acrobat Reader)
- NOC
- NOD
- NOA
- CTC Package
- SOL

3.4-11 Mitigation, Monitoring and Reporting Record (MMRR) / Environmental Commitment Record (ECR)

Purpose: To ensure environmental commitments are met by 1) recording each environmental mitigation, compensation and enhancement commitment made; 2) specifying how each commitment will be met; and 3) documenting the completion of each commitment.

Methodology: The Mitigation Monitoring and Reporting Record (MMRR) / Environmental Commitment Record (ECR) brings all relevant environmental compliance information together in a single place, making it easier to track the progress of environmental commitments in the next phases of project development and beyond construction. The MMRR / ECR will be initiated in the PA/ED phase but can be updated during any project delivery phase.

Deliverables:

- Draft MMRR/ECR in Microsoft Excel format including all mitigation measures outlined in the Final Environmental Document (10 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Draft Final MMRR/ECR (2 copies, 2 copies in electronic format original and Adobe Acrobat Reader)
- Final MMRR/ECR (2 copies, 2 copies in electronic format original and Adobe Acrobat Reader)

SECTION 4

PROJECT SCHEDULE

The current project schedule for the preparation of the project report and documents will be as follows:

ACTIVITY	DATE
A. Begin Work	April 2021
B. Draft PR and ED	February 2023
C. Final ED	December 2023

EXHIBIT B: PROPOSED AGREEMENT

1 **PROPOSED AGREEMENT NO. C-0-2335**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 _____
6 **THIS AGREEMENT** is effective this _____ day of _____, 2020 ("Effective
7 Date"), by and between the Orange County Transportation Authority, 550 South Main Street, PO Box
8 14184, Orange, CA 92863-1584, a public corporation of the State of California (hereinafter referred to as
9 "AUTHORITY"), and _____ (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT for the preparation of the
12 Project Report and Environmental Document for Interstate 5 Improvement Project from San Diego
13 County Line to Avenida Pico; and

14 **WHEREAS**, said work cannot be performed by the regular employees of AUTHORITY; and

15 **WHEREAS**, CONSULTANT has represented that it has the requisite personnel and experience,
16 and is capable of performing such services; and

17 **WHEREAS**, CONSULTANT wishes to perform these services; and

18 **WHEREAS**, the AUTHORITY's Board of Directors authorized this Agreement on _____;

19 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CONSULTANT
20 as follows:

21 **ARTICLE 1. COMPLETE AGREEMENT**

22 A. This Agreement, including all exhibits and documents incorporated herein and made
23 applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of
24 the agreement between AUTHORITY and CONSULTANT and it supersedes all prior representations,
25 understandings and communications. The invalidity in whole or in part of any term or condition of this
26 Agreement shall not affect the validity of other terms or conditions.

B. AUTHORITY's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance by CONSULTANT or to future performance of such terms or conditions and CONSULTANT obligation in respect thereto shall continue in full force and effect. This Agreement may be amended or modified only by mutual written agreement of the parties. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by AUTHORITY.

ARTICLE 2. AUTHORITY DESIGNEE

The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act for and exercise any of the rights of AUTHORITY, as set forth in this Agreement.

ARTICLE 3. SCOPE OF WORK

A. CONSULTANT shall perform the work necessary to complete in a manner satisfactory to AUTHORITY, the services set forth in Exhibit A, entitled "Scope of Work," which is attached to, and by this reference, incorporated in and made a part of this Agreement. All services shall be provided at the times and places designated by AUTHORITY.

B. CONSULTANT shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this Agreement.

<u>Names</u>	<u>Functions</u>

C. No person named in paragraph B of this Article, or his/her successor approved by AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written approval by AUTHORITY's Contract Administrator. Should the services of any key person become no longer available to CONSULTANT, the resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the

1 incumbent key person, unless CONSULTANT is not provided with such notice by the departing
 2 employee. AUTHORITY shall respond to CONSULTANT within seven (7) calendar days following receipt
 3 of these qualifications concerning acceptance of the candidate for replacement.

4 **ARTICLE 4. TERM OF AGREEMENT**

5 A. This Agreement shall go into effect on _____, contingent upon approval by
 6 AUTHORITY, and CONSULTANT shall commence after notification to proceed by AUTHORITY's
 7 Contract Administrator. This Agreement shall end on _____, unless extended by amendment to
 8 the Agreement, or terminated as provided hereunder.

9 B. CONSULTANT is advised that any recommendation for contract award is not binding on
 10 AUTHORITY until the Agreement is fully executed and approved by AUTHORITY.

11 **ARTICLE 5. ALLOWABLE COSTS AND PAYMENT**

12 A. For CONSULTANT's full and complete performance of its obligations under this
 13 Agreement and subject to the maximum cumulative payment obligation provision set forth in Article 7
 14 "Maximum Obligation" AUTHORITY shall pay CONSULTANT on a firm fixed price (lump sum) basis.

15 B. The following schedule shall establish the firm fixed payment to CONSULTANT by
 16 AUTHORITY for each tasks set forth in the Scope of Work.

<u>Task</u>	<u>Description</u>	<u>Firm Fixed Price</u>
1	Project Management/Coordination/Administration	\$____.00
2	Engineering Development	\$____.00
3	Project Report Preparation	\$____.00
4	Environmental Document	\$____.00
TOTAL FIRM FIXED PRICE (LUMP SUM) PAYMENT		\$____.00

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23 C. The method of payment for this Agreement is based on lump sum. The total lump sum
 24 price paid CONSULTANT will include compensation for all work and deliverables, including travel and
 25 equipment described in Exhibit A entitled "Scope of Work" to this agreement. No additional compensation
 26 will be paid to CONSULTANT unless there is a change in the Scope of Work or the scope of the project.

1 In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum
2 compensation will be negotiated between CONSULTANT and AUTHORITY. Adjustment in the total lump
3 sum compensation will not be effective until authorized by amendment to this Agreement that is approved
4 by AUTHORITY.

5 D. Reimbursement for transportation and subsistence costs shall not exceed the rates
6 specified in the approved Cost Proposal.

7 E. Progress payments may be made monthly in arrears based on the percentage of work
8 completed by the CONSULTANT. If CONSULTANT fails to submit the required deliverable items
9 according to the schedule set forth in the Scope of Work, AUTHORITY shall have the right to delay
10 payment or terminate this Agreement in accordance with the provisions of Article 14 Termination.

11 F. CONSULTANT will be reimbursed, less any retention amount withheld, as promptly as
12 fiscal procedures will permit upon receipt by the AUTHORITY's Accounts Payable office of itemized
13 invoices in duplicate. Invoices shall be submitted no later than forty five (45) calendar days after the
14 performance of the work for which the CONSULTANT is billing. Invoices shall detail the work performed
15 on each task as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and
16 shall reference this Agreement number and project title. Final invoice must contain the final cost and all
17 credits due the AUTHORITY that include any equipment purchased under the provisions of Article 47
18 Equipment Purchase of this Agreement. The final invoice should be submitted to AUTHORITY within 60-
19 calendar days after completion of CONSULTANT's work.

20 G. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments
21 corresponding to the work actually completed by CONSULTANT. Percentage of work completed shall
22 be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each
23 invoice submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may
24 be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY
25 may decline to make full payment for any task listed in paragraph B of this Article until such time as
26 CONSULTANT has documented to AUTHORITY's satisfaction, that CONSULTANT has fully completed

1 all work required under the task. AUTHORITY's payment in full for any task completed shall not constitute
2 AUTHORITY's final acceptance of CONSULTANT's work under such task.

3 H. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations
4 under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice
5 submitted for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and shall
6 be paid to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless AUTHORITY
7 elects to audit CONSULTANT's records in accordance with Article 17 Audit and Inspection of Records,
8 of this Agreement. If AUTHORITY elects to audit, retained funds shall be paid to CONSULTANT within
9 thirty (30) calendar days of completion of such audit in an amount reflecting any adjustment required by
10 such audit. During the term of the Agreement, at its sole discretion, AUTHORITY reserves the right to
11 release all or a portion of the retained amount based on CONSULTANT's satisfactory completion of
12 certain milestones/tasks. CONSULTANT shall invoice AUTHORITY for the release of the retention in
13 accordance with this Article.

14 I. The prime consultant, or subconsultant, shall return all monies withheld in retention from
15 a subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and
16 accepted. Any subcontract entered into as a result of this Agreement shall contain all of the provisions
17 of this section. Federal law, CFR Title 49, Part 26.29, requires that any delay or postponement of payment
18 over thirty (30) days may take place only for good cause and with the AUTHORITY's prior written
19 approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to
20 the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions
21 Code. These requirements shall not be construed to limit or impair any contractual, administrative, or
22 judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute
23 involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or
24 noncompliance by a subconsultant.

25 /

26 /

1 J. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted
2 in duplicate to AUTHORITY's Accounts Payable office or may be emailed to VendorInvoices@octa.net.
3 Each invoice shall be accompanied by the monthly progress report specified in paragraph G of this Article.
4 Invoices shall be submitted no later than 45-calendar days after the performance of work for which
5 CONSULTANT is billing. AUTHORITY shall remit payment within thirty (30) calendar days of the receipt
6 and approval of each invoice. Each invoice shall include the following information:

- 7 1. Agreement No. C-0-2335;
- 8 2. Specific task number for which payment is being requested;
- 9 3. The time period covered by the invoice;
- 10 4. Total monthly invoice by task (including project to-date cumulative invoice amount);
11 and retention amount;
- 12 5. Monthly Progress Report;
- 13 6. Weekly certified payroll for personnel subject to prevailing wage requirements;
- 14 7. Certificate signed by the CONSULTANT or his/her designated alternate that a) The
15 invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
16 information included with the invoice is true, complete and correct in all material respects; c) All payments
17 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
18 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
19 invoice does not include any amount which CONSULTANT intends to withhold or retain from a
20 subcontractor or supplier unless so identified on the invoice.

21 8. Any other information as agreed or otherwise requested by AUTHORITY to
22 substantiate the validity of an invoice.

23 K. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this
24 Agreement number and project title. Invoices shall include all reimbursable costs/expenditures to satisfy
25 Caltrans' Local Assistance Procedures Manual (LAPM), Chapter 5 Accounting/Invoices.

26 /

L. CONSULTANT shall not commence performance of work or services until this Agreement has been approved by the AUTHORITY. No payment will be made prior to approval of any work, or for any work performed prior to approval of this Agreement.

ARTICLE 6. PROMPT PAYMENT CLAUSE

A. CONSULTANT agrees to pay each subconsultant for the satisfactory work performed under this Agreement, no later than seven (7) calendar days from the receipt of each payment CONSULTANT receives from AUTHORITY. CONSULTANT agrees further to return retention payments to each subconsultant within thirty (30) calendar days after the subconsultant's work is satisfactorily completed. AUTHORITY reserves the right to request the appropriate documentation from CONSULTANT showing payment has been made to the subconsultants and CONSULTANT agrees to provide said documentation upon request. Any delay or postponement of payment from the above referenced time frames may occur only for good cause following written approval by AUTHORITY.

B. Failure to comply with this provision or delay in payment without prior written approval from AUTHORITY will constitute noncompliance, which may result in appropriate administrative sanctions, including, but not limited to a penalty of two percent (2%) of the invoice amount due per month for every month that payment is not made.

C. These prompt payment provisions must be incorporated in all subcontracts issued by CONSULTANT as a result of this Agreement.

ARTICLE 7. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CONSULTANT mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for CONSULTANT's profit) shall be _____ Dollars (\$_____) which shall include all amounts payable to CONSULTANT for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

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ARTICLE 8. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and addressed as follows:

To CONSULTANT:		To AUTHORITY:	
		Orange County Transportation Authority	
		550 South Main Street	
		P.O. Box 14184	
		Orange, CA 92863-1584	
ATTENTION:		ATTENTION:	Michael Le Contract Administrator
Tel:		Tel: (714) 560-5314	
Email:		Email: mle1@octa.net	
		CC: Josue Vaglienty Project Manager	
		Tel: (714) 560-5852	
		Email: jvaglienty@octa.net	

ARTICLE 9. INDEPENDENT CONTRACTOR

A. CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not employees of AUTHORITY. CONSULTANT shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

1 B. Should CONSULTANT's personnel or a state or federal agency allege claims against
2 AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or
3 allegations involving any other independent contractor misclassification issues, CONSULTANT shall
4 defend and indemnify AUTHORITY in relation to any allegations made.

5 **ARTICLE 10. INSURANCE**

6 A. CONSULTANT shall procure and maintain insurance coverage during the entire term of
7 this Agreement. Coverage shall be full coverage and not subject to self-insurance provisions.

8 CONSULTANT shall provide the following insurance coverage:

9 1. Commercial General Liability, to include Products/Completed Operations,
10 Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with
11 a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate;

12 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a
13 combined single limit of \$1,000,000.00 each accident;

14 3. Workers' Compensation with limits as required by the State of California including a
15 waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents;

16 4. Employers' Liability with minimum limits of \$1,000,000.00; and

17 5. Professional Liability with minimum limits of \$1,000,000.00 per claim.

18 B. Proof of such coverage, in the form of a certificate of insurance, with the AUTHORITY, its
19 officers, directors, employees and agents, designated as additional insureds as required by contract. In
20 addition, provide an insurance policy blanket additional insured endorsement. Both documents must be
21 received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be
22 received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement. Such
23 insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the
24 AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies of all related
25 insurance policies.

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1 C. CONSULTANT shall include on the face of the certificate of insurance the Agreement No.
2 C-0-2335; and, the Contract Administrator’s Name, Michael Le, Contract Administrator.

3 D. CONSULTANT shall also include in each subcontract the stipulation that subcontractors
4 shall maintain insurance coverage in the amounts required from CONSULTANT as provided in this
5 Agreement.

6 E. CONSULTANT shall be required to immediately notify AUTHORITY of any modifications
7 or cancellation of any required insurance policies.

8 **ARTICLE 11. ORDER OF PRECEDENCE**

9 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
10 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 0-2335; (3)
11 CONSULTANT's technical proposal dated _____, CONSULTANT's cost proposal dated _____ and
12 final cost proposal dated _____, and (4) all other documents, if any, cited herein or incorporated by
13 reference.

14 **ARTICLE 12. CHANGES**

15 A. By written notice or order, AUTHORITY may, from time to time, order work suspension
16 and/or make changes in the general scope of this Agreement, including, but not limited to, the services
17 furnished to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work
18 suspension or change causes an increase or decrease in the price of this Agreement or in the time
19 required for its performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its
20 claim for adjustment within ten (10) days after the change or work suspension is ordered, and an equitable
21 adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT from
22 proceeding immediately with the Agreement as changed.

23 B. This Agreement may be amended or modified only by mutual written agreement of the
24 parties.

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1 C. CONSULTANT shall only commence work covered by an amendment after the
2 amendment is executed and notification to proceed has been provided by AUTHORITY's Contract
3 Administrator.

4 **ARTICLE 13. DISPUTES**

5 A. Except as otherwise provided in this Agreement, when a dispute arises between
6 CONSULTANT and AUTHORITY, the project managers shall meet to resolve the issue. If project
7 managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of
8 Contracts Administration and Materials Management (CAMM), who shall reduce the decision to writing
9 and mail or otherwise furnish a copy thereof to CONSULTANT. The decision of the Director, CAMM,
10 shall be the final and conclusive administrative decision.

11 B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with
12 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
13 CAMM. Nothing in this Agreement, however, shall be construed as making final the decision of any
14 AUTHORITY official or representative on a question of law, which questions shall be settled in
15 accordance with the laws of the State of California.

16 **ARTICLE 14. TERMINATION**

17 A. AUTHORITY reserves the right to terminate this Agreement upon thirty (30) calendar
18 days written notice to CONSULTANT with the reasons for termination stated in the notice.

19 B. AUTHORITY may terminate this Agreement with CONSULTANT should CONSULTANT
20 fail to perform the covenants herein contained at the time and in the manner herein provided. In the event
21 of such termination, AUTHORITY may proceed with the work in any manner deemed proper by
22 AUTHORITY. If AUTHORITY terminates this Agreement with CONSULTANT, AUTHORITY shall pay
23 CONSULTANT the sum due to CONSULTANT under this Agreement prior to termination, unless the cost
24 of completion to AUTHORITY exceeds the funds remaining in the Agreement. In which case the overage
25 shall be deducted from any sum due CONSULTANT under this Agreement and the balance, if any, shall
26 be paid to CONSULTANT upon demand. Said termination shall be construed in accordance with the

1 provisions of the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 49, of the Federal
2 Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination
3 for convenience.

4 C. If AUTHORITY sees fit to terminate this Agreement for convenience, said notice shall be
5 given to CONSULTANT in accordance with the provisions of the FAR referenced above and Article 8
6 "Notices", herein. Upon receipt of said notification, CONSULTANT agrees to comply with all applicable
7 provisions of the FAR pertaining to termination for convenience.

8 D. AUTHORITY may terminate this Agreement for CONSULTANT's default if a federal or
9 state proceeding for the relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT
10 makes an assignment for the benefit of creditors, or for cause if CONSULTANT fails to perform in
11 accordance with the scope of work or breaches any term(s) or violates any provision(s) of this Agreement
12 and does not cure such breach or violation within ten (10) calendar days after written notice thereof by
13 AUTHORITY. CONSULTANT shall be liable for any and all reasonable costs incurred by AUTHORITY
14 as a result of such default or breach including, but not limited to, reprocurement costs of the same or
15 similar services defaulted by CONSULTANT under this Agreement. Such termination shall comply with
16 CFR Title 48, Chapter 1, Part 49, of the FAR.

17 **ARTICLE 15. INDEMNIFICATION**

18 CONSULTANT shall indemnify, defend, and hold harmless AUTHORITY, its officers, directors,
19 employees and agents from and against any and all claims (including attorneys' fees and reasonable
20 expenses for litigation or settlement) for any loss, costs, penalties, fines, damages, bodily injuries,
21 including death, damage to or loss of use of property, arising out of, resulting from, or in connection with
22 the performance of CONSULTANT, its officers, directors, employees, agents, subconsultants or suppliers
23 under the Agreement. Notwithstanding the foregoing, such obligation to defend, hold harmless, and
24 indemnify AUTHORITY, its officers, directors, employees and agents shall not apply to such claims or
25 liabilities arising from the sole or active negligence or willful misconduct of AUTHORITY.

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1 **ARTICLE 16. ASSIGNMENTS AND SUBCONTRACTS**

2 A. Nothing contained in this Agreement or otherwise, shall create any contractual relation
3 between AUTHORITY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its
4 responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to
5 AUTHORITY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly
6 employed by any of them as it is for the acts and omissions of persons directly employed by
7 CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from
8 AUTHORITY's obligation to make payments to the CONSULTANT.

9 B. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
10 CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be
11 subcontracted by CONSULTANT, without the prior written consent of AUTHORITY. Consent by
12 AUTHORITY shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms
13 and conditions of this Agreement.

14 C. The CONSULTANT shall perform the work contemplated with resources available within
15 its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without
16 written authorization by AUTHORITY's Contract Administrator, except that, which is expressly identified
17 in the approved Cost Proposal.

18 D. CONSULTANT shall pay its subconsultants within seven (7) calendar days from receipt
19 of each payment made to CONSULTANT by AUTHORITY.

20 E. All subcontracts in excess of \$25,000 entered into as a result of this Agreement shall
21 contain all of the provisions stipulated in this Agreement to be applicable to subconsultants.

22 F. Any substitution or addition of subconsultant(s) must be approved in writing by the
23 AUTHORITY's Contract Administrator, prior to the start of work by the subconsultant(s).

24 G. AUTHORITY hereby consents to CONSULTANT's subcontracting of portions of the
25 Scope of Work to the parties identified below for the functions described below. CONSULTANT shall
26 include in the subcontract agreement the stipulation that CONSULTANT, not AUTHORITY, is solely

1 responsible for payment to the subcontractor for the amounts owing and that the subcontractor shall have
2 no claim, and shall take no action, against AUTHORITY, its officers, directors, employees or sureties for
3 nonpayment by CONSULTANT.

<u>Subcontractor Name/Address</u>	<u>Subcontractor Amounts</u>

9 **ARTICLE 17. AUDIT AND INSPECTION OF RECORDS**

10 A. For the purpose of determining compliance with the Public Contract Code 10115, et seq.
11 and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other
12 matters connected with the performance of the contract pursuant to Government Code 8546.7;
13 CONSULTANT, subconsultants, and AUTHORITY shall maintain and make available for inspection all
14 books, documents, papers, accounting records, and other evidence pertaining to the performance of the
15 Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make
16 such materials available at their respective offices at all reasonable times during the Agreement period
17 and for four (4) years from the date of final payment under the Agreement. The state, State Auditor,
18 AUTHORITY, FHWA, their duly authorized representative or other agents of AUTHORITY or any duly
19 representative of the Federal Government shall have access to any books, records, payroll documents,
20 facilities and documents of CONSULTANT and its certified public accountants (CPA) work papers that
21 are pertinent to the Agreement and indirect cost rate (ICR) for audit, examinations, excerpts, and
22 transactions, and copies thereof shall be furnished if requested.

23 B. CONSULTANT shall maintain such books, records, data and documents in accordance
24 with generally accepted accounting principles and the CFR, Title 48, Chapter 1, Part 31 of the Federal
25 Acquisition Regulation System (FAR) and shall clearly identify and make such items readily accessible
26 to such parties during CONSULTANT's performance hereunder.

1 C. AUTHORITY's right to audit books and records directly related to this Agreement shall
2 also extend to all first-tier subcontractors performing work identified in Article 16 "Assignments and
3 Subcontracts" of this Agreement, and such language must be included in CONSULTANT's agreements
4 with its subcontractors.

5 **ARTICLE 18. AUDIT REVIEW PROCEDURES**

6 A. Any dispute concerning a question of fact arising under an interim or post audit of this
7 Agreement that is not disposed of by agreement, shall be reviewed by AUTHORITY's Internal Audit.

8 B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request
9 a review by AUTHORITY's Internal Audit of unresolved audit issues. The request for review will be
10 submitted in writing.

11 C. Neither the pendency of a dispute nor its consideration by AUTHORITY will excuse
12 CONSULTANT from full and timely performance, in accordance with the terms of this Agreement.

13 D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are
14 subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an
15 ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost
16 proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48
17 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper
18 review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are
19 allowed full access to the CPA's work papers including making copies as necessary. The Agreement,
20 cost proposal, and ICR shall be adjusted by CONSULTANT and approved by AUTHORITY's Contract
21 Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual
22 terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if
23 directed by AUTHORITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review
24 recommendations, or to ensure that the federal, state or local governments have access to CPA work
25 papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and
26 disallowance of prior reimbursed costs.

1 E. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by The
2 California Department of Transportation's Audit and Investigation (Caltrans). Caltrans, at its sole
3 discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall
4 be adjusted by the CONSULTANT and approved by the AUTHORITY's Contract Administrator to conform
5 to the Work Paper Review recommendations included in the management letter or audit
6 recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work
7 Paper Review recommendations included in the management letter or audit recommendations included
8 in the audit report will be considered a breach of the Agreement terms and cause for termination of the
9 Agreement and disallowance of prior reimbursed costs.

10 1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's
11 independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues
12 that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a
13 timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant
14 approval letter, AUTHORITY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant
15 ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting
16 Standards), if applicable; in accordance with procedures and guidelines of the American Association
17 of State Highways and Transportation Officials Audit Guide; and other applicable procedures and
18 guidelines} is received and approved by A&I. Provisional rates will be as follows:

19 a. If the proposed rate is less than 150% - the provisional rate reimbursed will be
20 90% of the proposed rate.

21 b. If the proposed rate is between 150% and 200% - the provisional rate will be 85%
22 of the proposed rate.

23 c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the
24 proposed rate.

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1 2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may
2 require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three
3 (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to
4 review the CONSULTANT's and/or the independent CPA's revisions.

5 3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is
6 still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is
7 submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon
8 initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event,
9 this provisional ICR will become the actual and final ICR for reimbursement purposes under this
10 Agreement.

11 4. CONSULTANT may submit to AUTHORITY final invoice only when all of the following
12 items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited
13 ICR; (2) all work under this Agreement has been completed to the satisfaction of AUTHORITY; and, (3)
14 Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to the
15 AUTHORITY, no later than 60 days after occurrence of the last of these items. The provisional ICR will
16 apply to this Agreement and all other Agreements executed between AUTHORITY and the
17 CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

18 **ARTICLE 19. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

19 A. CONSULTANT agrees that the Agreement Cost Principles and Procedures, CFR, Title 48,
20 Chapter 1, Part 31 of the FAR, shall be used to determine the cost allowability of individual items.

21 B. CONSULTANT also agrees to comply with federal procedures in accordance with CFR,
22 Title 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State
23 and Local Governments.

24 C. Any costs for which payment has been made to CONSULTANT that are determined by
25 subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Chapter 1, Part 31.000 et seq.,
26 are subject to repayment by CONSULTANT to AUTHORITY.

1 **ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS**

2 CONSULTANT warrants that in the performance of this Agreement, it shall comply with all
3 applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and
4 regulations promulgated thereunder.

5 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

6 In connection with its performance under this Agreement, CONSULTANT shall not discriminate
7 against any employee or applicant for employment because of race, religion, color, sex, age or national
8 origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that
9 employees are treated during their employment, without regard to their race, religion, color, sex, age or
10 national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,
11 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other
12 forms of compensation; and selection for training, including apprenticeship.

13 **ARTICLE 22. PROHIBITED INTERESTS**

14 A. CONSULTANT covenants that, for the term of this Agreement, no director, member,
15 officer or employee of AUTHORITY during his/her tenure in office/employment or for one (1) year
16 thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

17 B. No member of or delegate to the Congress of the United States shall have any interest,
18 direct or indirect, in this Agreement or to the benefits thereof.

19 **ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS**

20 A. The originals of all letters, documents, reports and other products and data produced
21 under this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be
22 made for CONSULTANT's records but shall not be furnished to others without written authorization from
23 AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein
24 shall be retained by AUTHORITY.

25 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
26 descriptions, and all other written information submitted to CONSULTANT in connection with the

1 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any
2 purposes other than the performance for this project, nor be disclosed to an entity not connected with the
3 performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding such
4 material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or becomes
5 generally known to the related industry shall be deemed confidential. CONSULTANT shall not use
6 AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in any
7 professional publication, magazine, trade paper, newspaper, seminar or other medium without the
8 express written consent of AUTHORITY.

9 C. No copies, sketches, computer graphics or graphs, including graphic art work, are to be
10 released by CONSULTANT to any other person or agency except after prior written approval by
11 AUTHORITY, except as necessary for the performance of services under this Agreement. All press
12 releases, including graphic display information to be published in newspapers, magazines, etc., are to be
13 handled only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.

14 D. Applicable patent rights provisions regarding rights to inventions shall be included in the
15 Agreements as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for
16 federal-aid contracts).

17 E. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall
18 contain all of the provisions of this Article.

19 **ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT**

20 A. In lieu of any other warranty by CONSULTANT against patent or copyright infringement,
21 statutory or otherwise, it is agreed that CONSULTANT shall defend, at its expense, any claim or suit
22 against AUTHORITY on account of any allegation that any item furnished under this Agreement or the
23 normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently
24 existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally
25 awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit
26 or claim and given authority, information and assistance at CONSULTANT's expense for the defense of

1 same. However, CONSULTANT will not indemnify AUTHORITY if the suit or claim results from: (1)
2 AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form infringes upon any
3 presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other
4 material not provided by CONSULTANT when such use in combination infringes upon an existing U.S.
5 letters patent or copyright.

6 B. CONSULTANT shall have sole control of the defense of any such claim or suit and all
7 negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify AUTHORITY
8 under any settlement made without CONSULTANT's consent or in the event AUTHORITY fails to
9 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at
10 CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim,
11 CONSULTANT, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell
12 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and
13 copyright indemnity thereto.

14 **ARTICLE 25. DESIGN WITHIN FUNDING LIMITATIONS**

15 A. In order to ensure the accuracy of the construction budget for the benefit of the public
16 works bidders and AUTHORITY's budget process, CONSULTANT shall accomplish the design services
17 required under this Agreement so as to permit the award of a contract, for the construction of the facilities
18 designed at a price that does not exceed the estimated construction contract price as set forth by
19 AUTHORITY. When bids or proposals for the construction contract are received that exceed the
20 estimated price, CONSULTANT shall perform such redesign and other services as are necessary to
21 permit contract award within the funding limitation. These additional services shall be performed at no
22 increase in the price for which the services were specified. However, CONSULTANT shall not be required
23 to perform such additional services at no cost to AUTHORITY if the unfavorable bids or proposals are the
24 result of conditions beyond its reasonable control.

25 B. CONSULTANT will promptly advise AUTHORITY if it finds that the project being designed
26 will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within

1 these limitations. Upon receipt of such information, AUTHORITY will review CONSULTANT's revised
2 estimate of construction cost. AUTHORITY may, if it determines that the estimated construction contract
3 price is so low that award of a construction contract not in excess of such estimate is improbable,
4 authorize a change in scope or materials as required to reduce the estimated construction cost to an
5 amount within the estimated construction contract price set forth by AUTHORITY, or AUTHORITY may
6 adjust such estimated construction contract price. When bids or proposals are not solicited or are
7 unreasonably delayed, AUTHORITY shall prepare an estimate of constructing the design submitted and
8 such estimate shall be used in lieu of bids or proposals to determine compliance within the funding
9 limitation.

10 **ARTICLE 26. REQUIREMENTS FOR REGISTRATION OF DESIGNERS**

11 All design and engineering work furnished by CONSULTANT shall be performed by or under the
12 supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in the
13 State of California, by personnel who are careful, skilled, experienced and competent in their respective
14 trades or professions, who are professionally qualified to perform the work in accordance with the
15 Agreement documents and who shall assume professional responsibility for the accuracy and
16 completeness of the design documents and construction documents prepared or checked by them.

17 **ARTICLE 27. FINISHED AND PRELIMINARY DATA**

18 A. Upon completion of all work under this Agreement, ownership and title to all reports,
19 documents, plans, specifications, and estimates, including, but not limited to, illustrations, photographs,
20 tapes, software, software design documents, including without limitation source code, binary code, all
21 media, technical documentation and user documentation, photoprints and other graphic information
22 required to be furnished under this Agreement, will automatically be vested in AUTHORITY and no further
23 agreement will be necessary to transfer ownership to AUTHORITY.

24 B. It is understood and agreed that all calculations, drawings and specifications, whether in
25 hard copy or machine-readable form, are intended for one-time use in the construction of the project for
26 which this Agreement has been entered into.

1 C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with
2 the modification, or misuse by AUTHORITY of the machine-readable information and data provided by
3 CONSULTANT under this Agreement. Further, CONSULTANT is not liable for claims, liabilities, or losses
4 arising out of, or connected with any use by AUTHORITY of the project documentation on other projects,
5 or for the completion of this project by others, except only as such use as may be authorized in writing by
6 CONSULTANT.

7 D. All subcontracts entered into as a result of this Agreement shall contain all of the
8 provisions of this Article.

9 E. It is expressly understood that any title to preliminary technical data is not passed to
10 AUTHORITY, but is retained by CONSULTANT. Preliminary data includes roughs, visualizations,
11 software design documents, layouts and comprehensives prepared by CONSULTANT solely for the
12 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given
13 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to
14 AUTHORITY, if CONSULTANT causes AUTHORITY to exercise Article 14 "Termination", and a price
15 shall be negotiated for all preliminary data.

16 **ARTICLE 28. STATE PREVAILING WAGE RATES**

17 A. CONSULTANT shall comply with the State of California's General Prevailing Wage
18 Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State,
19 and local laws and ordinances applicable to the work.

20 B. When prevailing wages apply to the services described in the scope of work,
21 transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department
22 of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See
23 <http://www.dir.ca.gov>.

24 C. CONSULTANT warrants that all mechanics, laborers, journeypersons, workpersons,
25 craftspersons or apprentices employed by CONSULTANT or subconsultant at any tier for any work
26 hereunder, shall be paid unconditionally and not less often than once a week and without any subsequent

1 deduction or rebate on any account (except such payroll deductions as are permitted or required by
2 federal, state or local law, regulation or ordinance), the full amounts due at the time of payment, computed
3 at a wage rate and per diem rate not less than the aggregate of the highest of the two basic hourly rates
4 and rates of payments, contributions or costs for any fringe benefits contained in the current general
5 prevailing wage rate(s) and per diem rate(s), established by the Director of the Department of Industrial
6 Relations of the State of California, (as set forth in the Labor Code, commencing at Section 1770 et. seq.),
7 or as established by the Secretary of Labor (as set forth in the Davis-Bacon Act, 40 U.S.C. 267a, et. seq.),
8 regardless of any contractual relationship which may be alleged to exist between CONSULTANT or
9 subconsultant and their respective mechanics, laborers, journeypersons, workpersons, craftspersons or
10 apprentices. Copies of the current General Prevailing Wage Determinations and Per Diem Rates are on
11 file at AUTHORITY's offices and will be made available to CONSULTANT upon request. CONSULTANT
12 shall post a copy thereof at each job site at which work hereunder is performed.

13 D. In addition to the foregoing, CONSULTANT agrees to comply with all other provisions of
14 the California Labor Code, which is incorporated herein by reference, pertaining to workers performing
15 work hereunder including, but not limited to, those provisions for work hours, payroll records and
16 apprenticeship employment and regulation program.

17 E. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for
18 public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of
19 public works, shall contain all of the provisions of this Article. CONSULTANT agrees to insert or cause to
20 be inserted the preceding clause in all subcontracts which provide for workers to perform work hereunder
21 regardless of the subcontractor tier.

22 **ARTICLE 29. STATEMENT OF COMPLIANCE**

23 During the performance of this Agreement, CONSULTANT, for itself, its assignees and
24 successors in interest agree as follows:

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1 A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under
2 penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt,
3 complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title
4 2, California Administrative Code, Section 8103.

5 B. Nondiscrimination: During the performance of this Agreement, Consultant and its
6 subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or
7 applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical
8 disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital
9 status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and
10 treatment of their employees and applicants for employment are free from such discrimination and
11 harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and
12 Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under
13 (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair
14 Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in
15 Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement
16 by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give
17 written notice of their obligations under this clause to labor organizations with which they have a collective
18 bargaining or other Agreement.

19 C. Compliance with Regulations: The Consultant shall comply with regulations relative to
20 Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49
21 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides
22 that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which
23 no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age,
24 disability, be excluded from participation in, denied the benefits of or subject to discrimination under any
25 program or activity by the recipients of federal assistance or their assignees and successors in interest.

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1 D. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: The
2 Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title
3 VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion,
4 sex, age, or disability in the selection and retention of subconsultants, including procurement of materials
5 and leases of equipment. The Consultant shall not participate either directly or indirectly in the
6 discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices
7 when the Agreement covers a program whose goal is employment.

8 E. Information and Reports: CONSULTANT shall provide all information and reports required
9 by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records,
10 accounts, other sources of information, and its facilities as may be determined by AUTHORITY to be
11 pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information
12 required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this
13 information, CONSULTANT shall so certify to AUTHORITY as appropriate, and shall set forth what efforts
14 it has made to obtain the information.

15 F. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with
16 nondiscrimination provisions of this Agreement, AUTHORITY shall impose sanctions as it may determine
17 to be appropriate, including, but not limited to:

- 18 1. Withholding of payments to CONSULTANT under the Agreement until
19 CONSULTANT complies; and/or
20 2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

21 G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections
22 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in all programs,
23 activities, and services of public entities, as well as imposes specific requirements on public and private
24 providers of transportation.

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1 H. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (A)
2 through (G) in every lower-tier subcontract, which exceeds \$100,000, including procurements of materials
3 and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto, and
4 that all such sub recipients shall certify and disclose accordingly. CONSULTANT shall take such action
5 with respect to any subcontract or procurement as AUTHORITY may direct as a means of enforcing such
6 provisions including sanctions for noncompliance. Provided, however, that in the event CONSULTANT
7 becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such
8 direction, the CONSULTANT may request AUTHORITY to enter into such litigation to protect the interests
9 of AUTHORITY, and, in addition, CONSULTANT may request the United States to enter into such
10 litigation to protect the interests of the United States.

11 **ARTICLE 30. RACE-CONSCIOUS DBE CONTRACT PROVISIONS FOR DOT-ASSISTED**
12 **CONSULTANT CONTRACTS**

13 At the time of Agreement execution, the CONSULTANT committed to utilize DBE(s) in the
14 performance of this DOT-assisted Agreement, and further agrees to ensure that DBE subcontractors
15 listed on the Attachment “Consultant Contract DBE Commitment Caltrans Exhibit 10-O2,” perform
16 work and/or supply materials in accordance with original commitments, unless otherwise directed
17 and/or approved by the AUTHORITY prior to the CONSULTANT effectuating any changes to its race-
18 conscious DBE participation commitment(s). CONSULTANT shall comply with all the requirements
19 set forth in Attachment A titled, “RACE -CONSCIOUS DBE CONTRACT PROVISIONS FOR FHWA-
20 ASSISTED CONSULTANT CONTRACTS DISADVANTAGED BUSINESS ENTERPRISE (DBE)
21 PARTICIPATION”, which is attached to and, by this reference, incorporated in and made a part of this
22 Agreement.

23 **ARTICLE 31. PRIVACY ACT**

24 CONSULTANT shall comply with, and assures the compliance of its employees with, the
25 information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a.
26 Among other things, CONSULTANT agrees to obtain the express consent of the Federal Government

1 before the CONSULTANT or its employees operate a system of records on behalf of the Federal
2 Government. CONSULTANT understands that the requirements of the Privacy Act, including the civil
3 and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to
4 comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

5 **ARTICLE 32. CONFLICT OF INTEREST**

6 A. CONSULTANT agrees to avoid organizational conflicts of interest. An organizational
7 conflict of interest means that due to other activities, relationships or contracts, the CONSULTANT is
8 unable, or potentially unable to render impartial assistance or advice to the AUTHORITY;
9 CONSULTANT's objectivity in performing the work identified in the Scope of Work is or might be
10 otherwise impaired; or the CONSULTANT has an unfair competitive advantage. CONSULTANT is
11 obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are
12 known to the CONSULTANT. All disclosures must be submitted in writing to AUTHORITY pursuant to
13 the notice provision herein. This disclosure requirement is for the entire term of this Agreement.

14 B. CONSULTANT shall disclose any financial, business, or other relationship with
15 AUTHORITY that may have an impact upon the outcome of this Agreement, or any ensuing AUTHORITY
16 construction project. CONSULTANT shall also list current clients who may have a financial interest in the
17 outcome of this Agreement, or any ensuing Authority construction project, which will follow.

18 C. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or
19 business interest that would conflict with the performance of services under this Agreement.

20 **ARTICLE 33. CODE OF CONDUCT**

21 CONSULTANT agrees to comply with the AUTHORITY's Code of Conduct as it relates to Third-
22 Party contracts which is hereby referenced and by this reference is incorporated herein. CONSULTANT
23 agrees to include these requirements in all of its subcontracts.

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1 **ARTICLE 34. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

2 CONSULTANT and all subconsultants performing work under this Agreement, shall be
3 prohibited from concurrently representing or lobbying for any other party competing for a contract with
4 AUTHORITY, either as a prime consultant or subconsultant. Failure to refrain from such
5 representation may result in termination of this Agreement.

6 **ARTICLE 35. INCORPORATION OF FEDERAL TERMS**

7 All contractual provisions required by United States Department of Transportation (USDOT),
8 including the Federal Highway Administration (FHWA), whether or not expressly set forth in this
9 document, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all
10 federally mandated terms shall be deemed to control in the event of a conflict with other provisions
11 contained in this Agreement. CONSULTANT shall not perform any act, fail to perform any act, or refuse
12 to comply with any requests, which would cause AUTHORITY to be in violation of the USDOT or FHWA
13 terms and conditions.

14 **ARTICLE 36. FEDERAL CHANGES**

15 CONSULTANT shall at all times comply with all applicable USDOT regulations, policies,
16 procedures and directives, including without limitation those listed directly or by reference in the
17 agreement between the AUTHORITY and USDOT, as they may be amended or promulgated from time
18 to time during this Agreement. CONSULTANT's failure to comply shall constitute a material breach of
19 contract.

20 **ARTICLE 37. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

21 A. AUTHORITY and CONSULTANT acknowledge and agree that, notwithstanding any
22 concurrence by the Federal Government in or approval of the solicitation or award of the underlying
23 Agreement, absent the express written consent by the Federal Government, the Federal Government is
24 not a party to this Agreement and shall not be subject to any obligations or liabilities to the AUTHORITY,
25 CONSULTANT, or any other party (whether or not a party to this Agreement) pertaining to any matter
26 resulting from the underlying Agreement.

1 B. CONSULTANT agrees to include these requirements in all of its subcontracts entered into
2 as a result of this Agreement.

3 **ARTICLE 38. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND**
4 **RELATED ACTS**

5 A. CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies
6 Act of 1986, as amended, 31 U.S.C. §§3801 et seq., and USDOT regulations, "Program Fraud Civil
7 Remedies," CFR, Title 49, Part 31, apply to its actions pertaining to this project. Accordingly, by signing
8 this Agreement, CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has
9 made, it makes, it may make, or may cause to be made, pertaining to the underlying Agreement or the
10 FTA assisted project for which this Agreement's work is being performed. CONSULTANT also
11 acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement,
12 submission, or certification, the Federal Government reserves the right to impose penalties set forth in
13 the Program Fraud Civil Remedies Act of 1986 against the CONSULTANT to the extent the Federal
14 Government deems appropriate.

15 B. CONSULTANT also acknowledges that if it makes, or causes to be made, a false,
16 fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an
17 agreement connected with a project that is financed in whole or part with Federal assistance awarded by
18 FTA, under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the
19 penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. against the CONSULTANT, to the extent
20 the Federal Government deems appropriate.

21 C. CONSULTANT agrees to include this requirement in all of its subcontracts entered into
22 as a result of this Agreement.

23 **ARTICLE 39. RECYCLED PRODUCTS**

24 CONSULTANT shall comply with all the requirements of Section 6002 of the Resource
25 Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the
26 regulatory provisions of CFR, Title 40, Part 247, and Executive Order 12873, as they apply to the

1 procurement of the items designated in subpart B of CFR, Title 40, Part 247. CONSULTANT agrees to
2 include this requirement in all of its subcontracts entered into as a result of this Agreement.

3 **ARTICLE 40. ENERGY CONSERVATION REQUIREMENTS**

4 CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency,
5 which are contained in the state energy conservation plan issued in compliance with the Energy Policy
6 Conservation Act.

7 **ARTICLE 41. CLEAN AIR**

8 CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant
9 to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONSULTANT shall report each violation
10 to AUTHORITY, who will in turn, report each violation as required to assure notification to USDOT and
11 the appropriate Environmental Protection Agency (EPA) Regional Office. CONSULTANT agrees to
12 include this requirement in all of its subcontracts entered into as a result of this Agreement.

13 **ARTICLE 42. CLEAN WATER REQUIREMENTS**

14 CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant
15 to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT shall
16 report each violation to AUTHORITY and understands and agrees that the AUTHORITY will in turn, report
17 each violation as required to assure notification to USDOT and appropriate EPA Regional Office.
18 CONSULTANT agrees to include this requirement in all of its subcontracts entered into as a result of this
19 Agreement.

20 **ARTICLE 43. CONTINGENT FEE**

21 CONSULTANT warrants, by execution of this Agreement that no person or selling agency has
22 been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding,
23 for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona
24 fide established commercial or selling agencies maintained by CONSULTANT for the purpose of
25 securing business. For breach or violation of this warranty, AUTHORITY has the right to annul this
26 Agreement without liability; pay only for the value of the work actually performed, or in its discretion to

1 deduct from the contract price or consideration, or otherwise recover the full amount of such
2 commission, percentage, brokerage, or contingent fee.

3 **ARTICLE 44. DEBARMENT AND SUSPENSION CERTIFICATION**

4 A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of
5 perjury under the laws of the State of California, that CONSULTANT has complied with CFR Title 2, Part
6 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)",
7 which certifies that he/she or any person associated therewith in the capacity of owner, partner, director,
8 officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination
9 of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or
10 determined ineligible by any federal agency within the past three (3) years; does not have a proposed
11 debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by
12 a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three
13 (3) years. Any exceptions to this certification must be disclosed in writing to the AUTHORITY.

14 B. Exceptions will not necessarily result in denial of recommendation for award, but will be
15 considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions
16 apply, initiating agency, and dates of action.

17 C. Exceptions to the Federal Government Excluded Parties List System maintained by the
18 General Services Administration are to be determined by the Federal Highway Administration.

19 **ARTICLE 45. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL**
20 **FUNDS FOR LOBBYING**

21 A. CONSULTANT certifies to the best of his or her knowledge and belief that:

22 1. No state, federal or local agency appropriated funds have been paid, or will be
23 paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer
24 or employee of any state or federal agency; a Member of the State Legislature or United States Congress;
25 an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature
26 or Congress, in connection with the awarding of any state or federal contract; the making of any state or

1 federal grant; the making of any state or federal loan; the entering into of any cooperative agreement,
2 and the extension, continuation, renewal, amendment, or modification of any state or federal contract,
3 grant, loan, or cooperative agreement.

4 2. If any funds other than federal appropriated funds have been paid, or will be paid
5 to any person for influencing or attempting to influence an officer or employee of any federal agency; a
6 Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in
7 connection with this federal Agreement, grant, loan, or cooperative agreement; CONSULTANT shall
8 complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its
9 instructions.

10 B. This certification is a material representation of fact upon which reliance was placed when
11 this transaction was made or entered into. Submission of this certification is a prerequisite for making or
12 entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file
13 the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than
14 \$100,000 for each such failure.

15 C. CONSULTANT also agrees by signing this document that he or she shall require that the
16 language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that
17 all such sub recipients shall certify and disclose accordingly.

18 **ARTICLE 46. FUNDING REQUIREMENTS**

19 A. It is mutually understood between the parties that this Agreement may have been written
20 before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties,
21 in order to avoid program and fiscal delays that would occur if the Agreement were executed after that
22 determination was made.

23 B. This Agreement is valid and enforceable only, if sufficient funds are made available to
24 AUTHORITY for the purpose of this Agreement. In addition, this Agreement is subject to any additional
25 restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or
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1 AUTHORITY governing board that may affect the provisions, terms, or funding of this Agreement in any
2 manner.

3 C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be
4 amended to reflect any reduction in funds.

5 **ARTICLE 47. DISADVANTAGED BUSINESS ENTERPRISE GOAL**

6 A. CONSULTANT hereby agrees to attain DBE participation in the amount of fourteen
7 percent (14%) of the total Agreement amount. CONSULTANT shall enter into agreements for the services
8 identified in Attachment entitled "Consultant Contract DBE Information Caltrans Exhibit 10-O2".

9 B. CONSULTANT is required to comply with this goal for the duration of this Agreement.
10 CONSULTANT's failure to comply with the DBE participation provisions may result in:

11 1. Withholding of payment until such compliance is achieved or a waiver of the
12 provisions is provided by AUTHORITY;

13 2. The Agreement may be canceled, terminated or suspended in whole or in part.

14 C. Any substitution of subcontractors must be approved in writing by the AUTHORITY's
15 Contract Administrator in advance of assigning work to a substitute subcontractor.

16 D. To ensure that all obligations under this Agreement are met, AUTHORITY will conduct
17 periodic reviews of the CONSULTANT's small DBE efforts during Agreement performance. The
18 CONSULTANT shall bring to the attention of AUTHORITY's Contract Administrator any situation in which
19 regularly scheduled payments are not made to DBE contractors, subcontractors or suppliers.

20 E. At the conclusion of the Agreement, CONSULTANT will be required to report its utilization,
21 scope of work and dollar amount of the subcontracts. The report shall include identification of the
22 subcontractors and whether the subcontractors are eligible DBE.

23 F. CONSULTANT, subconsultants and suppliers shall permit access to their books, records,
24 and accounts by the Contract Administrator, or a designated representative, for the purpose of
25 investigation to ascertain compliance with these specified requirements. Such records shall be

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1 maintained in a fashion which is readily accessible to AUTHORITY, as described in Article 17 Audit and
2 Inspection of Records, for a minimum of four (4) years from the date of final payment by AUTHORITY.

3 **ARTICLE 48. EQUIPMENT PURCHASE**

4 A. Prior authorization, in writing, by AUTHORITY's Project Manager shall be required
5 before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding
6 \$5,000.00 for supplies, equipment or CONSULTANT services. CONSULTANT shall provide an
7 evaluation of the necessity or desirability of incurring such costs.

8 B. For purchase of any item, service or consulting work not covered in CONSULTANT's
9 Cost Proposal and exceeding \$5,000.00 prior authorization by AUTHORITY's Project Manager; three
10 (3) competitive quotations must be submitted with the request, or the absence of bidding must be
11 adequately justified.

12 C. Any equipment purchased as a result of this Agreement is subject to the following:
13 "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property
14 is defined as having a useful life of at least two years and an acquisition cost of \$5,000.00 or more. If
15 the purchased equipment needs replacement and is sold or traded in, AUTHORITY shall receive a
16 proper refund or credit at the conclusion of this Agreement, or if the Agreement is terminated,
17 CONSULTANT may either keep the equipment and credit AUTHORITY in an amount equal to the its
18 fair market value, or sell such equipment at the best price obtainable at a public or private sale, in
19 accordance with established AUTHORITY procedures; and credit AUTHORITY in an amount equal to
20 the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined
21 at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment.
22 Appraisals shall be obtained from an appraiser agreeable to both AUTHORITY and CONSULTANT.
23 If it is determined to sell the equipment, the terms and conditions of such sale must be approved in
24 advance by AUTHORITY." CFR, Title 49, Part 18 requires a credit to Federal funds when participating
25 equipment with a fair market value greater than \$5,000.00 is credited to the project.

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1 **ARTICLE 49. HEALTH AND SAFETY REQUIREMENTS**

2 A. CONSULTANT shall comply with all the requirements set forth in Exhibit H, Level 1
3 Safety Specifications. As used therein, "Contractor" shall mean "Consultant" and Subcontractor" shall
4 mean "Sub-consultant."

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

7 **ARTICLE 50. CONFIDENTIALITY OF DATA**

8 A. All financial, statistical, personal, technical, or other data and information relative to the
9 AUTHORITY's operations, which are designated confidential by the AUTHORITY and made available to
10 the CONSULTANT in order to carry out this Agreement, shall be protected by the CONSULTANT from
11 unauthorized use and disclosure.

12 B. Permission to disclose information on one occasion, or public meeting held by the
13 AUTHORITY relating to the Agreement, shall not authorize the CONSULTANT to further disclose such
14 information or disseminate the same on any other occasion.

15 C. Except as provided herein, CONSULTANT shall not comment publicly to the press or any
16 other media regarding the Agreement.

17 D. The CONSULTANT shall not issue any news release or public relations item of any
18 nature, whatsoever, regarding work performed or to be performed under this Agreement without prior
19 review of the contents thereof by the AUTHORITY, and receipt of the AUTHORITY's written permission.

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

22 **ARTICLE 51. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

23 CONSULTANT warrants that this Agreement was not obtained or secured through rebates,
24 kickbacks or other unlawful consideration, either promised or paid to any AUTHORITY employee. For
25 breach or violation of this warranty, AUTHORITY shall have the right in its discretion; to terminate the
26 Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the

1 Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful
2 consideration.

3 **ARTICLE 52. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

4 In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under
5 penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court
6 has been issued against CONSULTANT within the immediately preceding two-year period because
7 of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply
8 with an order of the National Labor Relations Board.

9 **ARTICLE 53. EVALUATION OF CONSULTANT**

10 CONSULTANT's performance will be evaluated by AUTHORITY. A copy of the evaluation will be
11 sent to CONSULTANT for comments. The evaluation together with any comments shall be retained as
12 part of the contract record.

13 **ARTICLE 54. FORCE MAJEURE**

14 Either party shall be excused from performing its obligations under this Agreement during the time
15 and to the extent that it is prevented from performing by an unforeseeable cause beyond its control,
16 including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products,
17 plants or facilities by the federal, state or local government; national fuel shortage; or a material act or
18 omission by the other party; when satisfactory evidence of such cause is presented to the other
19 party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due
20 to the fault or negligence of the party not performing.

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**DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS
FEDERALLY FUNDED CONTRACTS WITH DBE GOALS**

I. DBE Participation

It is the Consultant's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and the Orange County Transportation Authority's (Authority's) DBE program developed pursuant to these 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 consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. 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.
- D. Consultant must not claim DBE participation as attained until the amount to be claimed is paid and fully adheres to DBE crediting provisions.

If the Consultant has committed to utilize DBE(s) in the performance of this DOT-assisted contract, the Consultant's submitted "DBE Participation Commitment Form" will be utilized to monitor Consultant's DBE commitments, unless otherwise directed and/or approved by the Authority prior to the Consultant effectuating any changes to its DBE participation commitment(s) (*Refer to Subsection H: "Performance of DBE Subconsultants"*).

Consultant must complete and submit all required DBE documentation to effectively capture all DBE utilization on the Authority's DOT-assisted contracts whether achieved race neutrally or race consciously. Even if a Consultant has not committed to utilize DBE(s) in the performance of this contract, the Consultant must execute and submit all required DBE forms and other related documentation as specified under this contract or as otherwise requested by the Authority. No changes to the Consultant's DBE Commitment must be made until proper protocols for review and approval of the Authority are rendered in writing.

To ensure full compliance with the requirements of 49 CFR, Part 26 and the Authority's DBE Program, the Consultant must:

- A. Take appropriate actions to ensure that it will continue to meet the DBE Commitment at the minimal level committed to at award or will satisfy the good faith efforts to meet the DBE Commitment, when change orders or other contract modifications alter the

dollar amount of the contract or the distribution of work. The Consultant must apply and report its DBE goal commitments against the total Contract Value, including any contract change orders and/or amendments.

II. DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), the Authority has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs".

The project is subject to these stipulated regulations and the Authority's DBE program. In order to ensure that the Authority achieves its overall DBE Program goals and objectives, the Authority encourages the participation of DBEs as defined in 49 CFR, Part 26 in the performance of contracts financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of the Authority to:

Fulfill the spirit and intent of the Federal DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have equitable access to participate in all of Authority's DOT-assisted contracting opportunities.

- A. Ensure that DBEs can fairly compete for and perform on all DOT-assisted contracts and subcontracts.
- B. Ensure non-discrimination in the award and administration of Authority's DOT-assisted contracts.
- C. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
- D. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
- E. Help remove barriers to the participation of DBEs in DOT-assisted contracts.
- F. Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.
- G. Consultant must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subconsultant.

Any terms used in this section that are defined in 49 CFR, Part 26, or elsewhere in the Regulations, must have the meaning set forth in the Regulations. In the event of any conflicts or

inconsistencies between the Regulations and the Authority's DBE Program with respect to DOT-assisted contracts, the Regulations must prevail.

III. Authority's DBE Policy Implementation Directives

Pursuant to the provisions associated with federal regulation 49 CFR, Part 26, the Disadvantaged Business Enterprise (DBE) program exists to ensure participation, equitable competition, and assistance to participants in the USDOT DBE program. Accordingly, based on the Authority's analysis of its past utilization data, coupled with its examination of similar Agencies' Disparity Study and recent Goal Methodology findings the Authority has implemented the reinstatement of the DBE program utilizing both race-conscious and race-neutral means across the board as all protected groups participation have been affected using strictly race neutral means on its FTA-assisted contracts.

The Authority reinstates the use of contract goals and good faith efforts. Meeting the contract-specific goal by committing to utilize DBEs or documenting a bona fide good faith effort to do so, is a condition of award. Additionally, contract-specific goals are now specifically targeted at DBEs (*DBEs owned and controlled by Black Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, Asian-Pacific Americans, Sub-Continent Asian Americans, and Women*). In the event of a substitution, a DBE must be substituted with another DBE or documented adequate good faith efforts to do so must be made, in order to meet the contract goal and DBE contract requirements.

A. Definitions

The following definitions apply to the terms used in these provisions:

1. **"Disadvantaged Business Enterprise (DBE)"** means a small business concern:
(a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business concern must not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$19.57 million over the previous three fiscal years.
3. **"Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and

who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, or by the Authority pursuant to 49 CFR part 26.65. Members of the following groups are presumed to be socially and economically disadvantaged:

- a) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - b) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - c) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - d) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
 - e) "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh; and
 - f) Women, regardless of ethnicity or race.
4. **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.
 5. **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Consultant.
 6. **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
 7. **"Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE and that attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under

circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR, Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR, Part 31. The Authority may refer the case to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.

8. **"Other Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or a recognized California Unified Certification Program Certifying Agency to meet the social and economic disadvantage criteria described below.

B. "Social Disadvantage"

1. The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
2. The individual must demonstrate that he/she has personally suffered social disadvantage.
3. The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.
4. The individual's social disadvantage must be chronic, longstanding and substantial, not fleeting or insignificant.
5. The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
6. A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

C. "Economic Disadvantage"

1. The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.
2. The following criteria will be considered when determining the degree of diminished

credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

IV. Submission of DBE Information and Ongoing Reporting Requirements (Post-Award)

If there is a DBE goal on the contract, Consultant must complete and submit the following DBE exhibits (forms) consistent with Consultant DBE Goal Commitment within the specified timelines. Even if no DBE participation will be reported, the Consultant must execute and return the form:

- A. “Monthly DBE Subconsultant Commitment and Attainment Report Summary and Payment Verification ” (Form 103)

The purpose of this form is to ensure Consultant DBE commitments are attained, properly reported and credited in accordance with DBE crediting provisions based on the capacity the DBE performs the scope of work/service. This form further serves to collect DBE utilization data required under 49 CFR, Part 26.

The Consultant is required to complete and submit a Form 103 to the Authority by the 10th of each month until completion of the contract. The Consultant must submit its first Form 103 following the first month of contract activity. Upon completion of the contract, the Consultant must complete and submit a “Final: Monthly DBE Subconsultant Commitment and Attainment Report Summary and Payment Verification” (Form 103) to facilitate reporting and capturing actual DBE attainments at conclusion of the contract.

The Form 103 must include the following information:

1. General Contract Information – Including Contract Number and Name, Prime Consultant and the following:
 - a) Original Contract Amount
 - b) Running Total of Change Order Amount
 - c) Current Contract Amount
 - a) Amount Paid to Consultant during Month
 - b) Amount Paid to Consultant from Inception to Date

- c) DBE Contract Goal
- d) Total Dollar Amount of DBE Commitment
- e) DBE Commitment as Percentage of Current Contract Amount

2. Listed and/Proposed Consultant/Subconsultant Information – For All DBE participation being claimed either Race Neutrally or Race Consciously, regardless of tier:

- a) DBE Firm Name, Address, Phone Number, DBE Type of Operation, Certification Type and Certification Number.
- b) DBE Firm Contract Value Information:
Original contract amount, running total of change order amount, Current contract amount, Amount paid to Consultant during month and Amount paid to Consultant to date.

3. Consultant Assurance of Full Compliance with Prompt Payment Provisions

Consultant to sign the prompt payment assurance statement of compliance contained within the Form 103. Consultant is to further maintain and submit at the request of Authority a detailed running tally of related invoices submitted by DBE(s) and Non DBE(s), including dates of invoice submission, dates accepted and corresponding dates and amount of payments made. The Payment and Retention Reporting tally must also include:

DBE(s) and Non DBE(s) Invoice Number, Invoice Amount, Invoice Date, Prime Consultant's Invoice Number that incorporated the corresponding DBE and Non DBE invoice(s) for billing purposes, Date of Invoice submission to Authority, Date and amount Authority paid on Prime Consultant's Invoice. The report must also reflect a breakout of retention withheld (including retention as specified in subcontract agreement(s) and disputed invoice retention) and retention payments made, check number and date paid to DBE and Non DBE.

Consultant is advised not to report the participation of DBE(s) toward the Consultant's DBE attainment until the amount being claimed has been paid to the DBE. Verification of payments and/or a signed Verification of Payment by the applicable DBE or Non DBE must be submitted with Form 103 to authenticate reported payments.

4. DBE Subcontract Agreements

The Consultant must submit to the Authority copies of executed subcontracts and/or purchase orders (PO) for all DBE firms participating on the contract within ten working days of award. The Consultant must immediately notify the Authority in writing of any

problems it may have in obtaining the subcontract agreements from listed DBE firms within the specified time.

5. "Monthly DBE Trucking Verification" Form

Prior to the 10th of each month, the Consultant must submit documentation on the "Monthly DBE Trucking Verification" Form to the Authority showing the amount paid to DBE trucking companies. The Consultant must also obtain and submit documentation to the Authority showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contactor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Consultant must also obtain and submit documentation to the Authority showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month.

6. "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subconsultants"

Upon completion of the contract, a summary of these records must be prepared on the: "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subconsultants" and certified correct by the Consultant or the Consultant's authorized representative, and must be furnished to the Engineer. The form must be furnished to the Authority within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

7. "Disadvantaged Business Enterprises (DBE) Certification Status Change"

If a DBE Sub is decertified during the life of the project, the decertified Subconsultant must notify the Consultant in writing with the date of decertification. If a Subconsultant becomes a certified DBE during the life of the project, the Subconsultant must notify the Consultant in writing with the date of certification (Attach DBE certification/Decertification letter). The Consultant must furnish the written documentation to the AUTHORITY.

Upon completion of the contract, the "Disadvantaged Business Enterprises (DBE) Certification Status Change" must be signed and certified correct by the Consultant indicating the DBEs' existing certification status. If there are no changes, please indicate "No Changes". The certified form must be furnished to the Authority within 90 days from the date of contract acceptance.

V. DBE Eligibility and Commercially Useful Function Standards

A DBE must be certified at the time of Proposal submission:

1. A certified DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
2. A DBE may participate as a Prime Consultant, Subconsultant, joint venture partner with a Prime or Subconsultant, vendor of material or supplies, or as a trucking company.
3. 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.
4. At time of proposal submission, DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
 - A. The CUCP web site, which can be accessed at <http://www.californiaucp.com>; or the Caltrans "Civil Rights" web site at <http://www.dot.ca.gov/hq/bep>.
 1. A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., 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). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

VI. DBE Crediting Provisions

- A. When a DBE is proposed to participate in the contract, either as a Prime Consultant or Subconsultant, at any tier, only the value of the work proposed to be performed by the DBE with its own forces may be counted towards DBE participation. If the Consultant is a DBE joint venture participant, only the DBE proportionate interest in the joint venture must be counted.
 1. If a DBE intends to subcontract part of the work of its subcontract to a lower-tier Subconsultant, the value of the subcontracted work may be counted toward DBE participation only if the Subconsultant is a certified DBE and actually performs the work with their own forces. Services subcontracted to a Non-DBE firm may not be

credited toward the Prime Consultant's DBE attainment.

2. Consultant is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward DBE attainment, as follows:
 - a) Sixty percent (60%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a regular dealer; or
 - b) One hundred percent (100%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a DBE manufacturer.

3. The following types of fees or commissions paid to DBE Subconsultants, Brokers, and Packagers may be credited toward the prime Consultant's DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including:
 - a) Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Contract;
 - b) Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
 - c) Fees and commissions charged for providing any insurance specifically required in the performance of the Contract.

4. Consultant may count the participation of DBE trucking companies toward DBE attainment, as follows:
 - a) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
 - b) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - c) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - e) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease

arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

5. If the Consultant listed a non-certified 1st tier Subconsultant to perform work on this contract, and the non-certified Subconsultant subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subconsultant or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward DBE participation on the contract. If a DBE Consultant performs the installation of purchased materials and supplies they are eligible for full credit of the cost of the materials.

VII. Performance of DBE Subconsultants

DBEs must perform work or supply materials as listed in the "DBE Participation Commitment Form" specified under "*DBE Proposal Submission Requirements*" of these special provisions. Do not terminate a DBE listed Subconsultant for convenience and perform the work with your own forces or obtain materials from other sources without prior written authorization from the AUTHORITY.

The AUTHORITY grants authorization to use other forces or sources of materials for requests that show any of the following justifications (written approval from the AUTHORITY must be obtained prior to effectuating a substitution):

- A. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
- B. You stipulate a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
- C. Work requires a Consultants' license and listed DBE does not have a valid license under Consultants License Law.
- D. Listed DBE fails or refuses to perform the work or furnish the listed materials.
- E. Listed DBE's work is unsatisfactory and not in compliance with the contract.
- F. Listed DBE delays or disrupts the progress of the work.

- G. Listed DBE becomes bankrupt or insolvent.

If a listed DBE Subconsultant is terminated, you must make good faith efforts to find another DBE Subconsultant to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution. The AUTHORITY does not pay for work or material unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section.

VIII. Additional DBE Subconsultants

In the event Consultant identifies additional DBE Subconsultants or suppliers not previously identified by Consultant for DBE participation under the contract, Consultant must notify the Authority by submitting "Request for Additional DBE Firm" to enable Consultant to capture all DBE participation. Consultant must also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

IX. DBE "Frauds" and "Fronts"

Only legitimate DBEs are eligible to participate as DBEs in the Authority's federally -assisted contracts. Proposers are cautioned against knowingly and willfully using "fronts." The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse or mismanagement of Federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline: (800) 424-9071; or to the following: 245 Murray Drive, Building 410, Washington, DC 20223; Telephone: (202) 406-570.

X. Consultant's Assurance Clause Regarding Non-Discrimination

In compliance with State and Federal anti-discrimination laws, the Consultant must affirm that they will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, the Consultant must affirm that they will consider, and utilize Subconsultants and vendors, in a manner consistent with non-discrimination objectives.

XI. Prompt Payment Clause

Upon receipt of payment by Authority, Consultant agrees to promptly pay each Subconsultant for the satisfactory work performed under this Agreement, no later than seven

(7) calendar days. Consultant agrees further to return retainage payments to each Subconsultant within thirty (30) calendar days after the Subconsultant's work is satisfactorily completed. Authority reserves the right to request the appropriate documentation from Consultant showing payment has been made to the Subconsultants. Any delay or postponement of payment from the above referenced time frames may occur only for good cause following written approval by Authority.

In accordance with 49 CFR part 26.29 "Prompt Payment Provisions" (DBE Final Rule) the Authority will elect to utilize the following method to comply with the prompt payment of retainage requirement:

Hold retainage from the Consultant and provide for prompt and regular incremental acceptances of portions of the Consultant, pay retainage to prime Consultants based on these acceptances, and require a contract clause obligating the Consultant to pay all retainage owed to the Subconsultants for satisfactory completion of the accepted work within thirty (30) days after payment to the Consultant.

Failure to comply with this provision or delay in payment without prior written approval from Authority will constitute noncompliance, which may result in appropriate administrative sanctions, including, but not limited to a withhold of two (2%) percent of the invoice amount due per month for every month that payment is not made.

These prompt payment provisions must be incorporated in all subcontract agreements issued by Consultant under this Agreement. Each subcontract must require the Subconsultant to make payments to sub-Subconsultants and suppliers in a similar manner.

XII. Administrative Remedies and Enforcement

Consultant must fully comply with the DBE contract requirements, including the Authority's DBE Program and Title 49 CFR, Part 26 "Participation of Disadvantaged Businesses in Department of Transportation Financial Assistance Programs" and ensure that all Subconsultants regardless of tier are also fully compliant. Consultant's failure to comply constitutes a material breach of contract, wherein the Authority will impose all available administrative sanctions including payment withholdings, necessary to effectuate full compliance. In instances of identified non-compliance, a Cure Notice will be issued to the Consultant identifying the DBE non-compliance matter(s) and specifying the required course of action for remedy.

The Consultant must be given ten (10) working days from the date of the Cure Notice to remedy or to (1) File a written appeal accompanied with supporting documentation and/or (2) Request a hearing with the Authority to reconsider the Authority's DBE determination. Failure to respond within the ten (10) working day period must constitute a waiver of the Consultant's right to appeal. If the Consultant files an appeal, the Authority, must issue a written determination and/or set a hearing date within ten (10) working days of receipt of the

written appeal, as applicable. A final Determination will be issued within ten (10) working days after the hearing, as applicable.

If, after review of the Consultant's appeal, the Authority decides to uphold the decision to impose DBE administrative remedies on the Consultant, the written determination must state the specific remedy(s) to be imposed.

Failure to comply with the Cure Notice and/or to remedy the identified DBE non-compliance matter(s) is a material breach of contract and is subject to administrative remedies, including, withholding at minimum of two (2%) percent of the invoice amount due per month for every month that the identified non-compliance matter(s) is not remedied. Upon satisfactory compliance the Authority will release all withholdings.

In addition to administrative remedies defined in this section, the Authority is not precluded from invoking other contractual and/or legal remedies available under federal, state or local laws.

EXHIBIT C: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the OCTA or any of its affiliated agencies. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed subconsultants and/or agent/lobbyist? Yes ____ No ____

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- The Prime Contractor Yes ____ No ____
- Subconsultant Yes ____ No ____
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes ____ No ____

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Identify the Board Member(s) to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Steve Jones, Chairman
Andrew Do, Vice Chairman
Lisa A. Bartlett, Director
Doug Chaffee, Director
Laurie Davies, Director
Barbara Delgleize, Director
Michael Hennessey, Director
Gene Hernandez, Director
Joseph Muller, Director
Mark A. Murphy, Director
Richard Murphy, Director
Miguel Pulido, Director
Tim Shaw, Director
Harry S. Sidhu, Director
Michelle Steel, Director
Donald P. Wagner, Director
Greg Winterbottom, Director

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact Name:	Phone:
Project Award Date:	Original Contract Value:
Term of Contract:	
(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:	
(2) Summary and Status of contract:	
(3) Summary and Status of action identified in (1):	
(4) Reason for termination, if applicable:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Name

Signature

Title

Date

**EXHIBIT E: DISADVANTAGED BUSINESS ENTERPRISE PROGRAM AND
FORMS**

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS

1.0 DBE Goal

To assist proposers in ascertaining DBE availability based on the specific items of work associated with this procurement, the Authority has determined that DBEs are ready, willing and able to compete for subcontracting opportunities on this project. The DBE Goal for this contract is **14%**.

2.0 DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (“U.S. DOT”), the Orange County Transportation Authority (“Authority”) has adopted a Disadvantaged Business Enterprise (“DBE”) Policy and Program, in conformance with Title 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.” The contract is subject to the following stipulated regulations. Pursuant to the intent of these Regulations, it is the policy of the Authority to fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in Authority’s U.S. DOT-assisted contracts and subcontracts. The Authority is firmly committed to its DBE Program objectives, which are designed to:

- 2.1 Ensure non-discrimination in the award and administration of Authority’s U.S. DOT-assisted contracts.
- 2.2 Create a level playing field on which DBEs can compete fairly for the Authority’s U.S. DOT-assisted contracts.
- 2.3 Ensure that the DBE Program and Overall Goal are narrowly tailored in accordance with applicable law.
- 2.4 Ensure that only firms that meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs in the Authority’s DBE program.
- 2.5 Help remove barriers which impede the participation of DBEs in the Authority’s U.S. DOT-assisted contracts.
- 2.6 Promote the use of DBEs in all types of U.S. DOT-assisted agreements and procurement activities conducted by the Authority.

- 2.7 Provide training and other assistance through our resource partners to address capital, bonding and insurance needs.
- 2.8 Assist in the development of DBE firms that can compete successfully in the marketplace outside the DBE Program; and
- 2.9 Establish and provide opportunities for DBEs by providing flexibility in the implementation of the Authority's DBE Program.

Proposers shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Any terms used in this section that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the Authority's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations shall prevail.

Race-Neutral/Race-Conscious DBE Program Measures

The Authority will utilize both race-neutral and race-conscious means to meet its overall DBE Program goal.

Race-neutral measures include, but are not limited to, conducting outreach, training, providing other resource assistance and assessing proposal delivery schedules to ensure that DBEs interested in proposing for U.S. DOT-assisted solicitations are provided Additional Authority Race-Neutral measures include ensuring that DBEs and other small business are afforded ample opportunity to participate in the Authority's U.S. DOT-assisted solicitations by unbundling large contracts to make them more accessible to small businesses and requiring or encouraging prime consultants to subcontract portions of work that they might, otherwise, perform with their own work forces. Race-neutral participation also includes any time a DBE obtains a Prime Contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal.

In conjunction with the race-neutral measures listed above, the Authority will implement race-conscious measures through the use of contract goals and good faith efforts. When a contract-specific goal is assigned to a project, proposers must demonstrate responsiveness by committing to meet the DBE goal or documenting a bona fide good faith effort to do so, as a condition of award. Contract-specific goals are specifically targeted at DBEs certified through the California Unified Certification Program ("CUCP").

3.0 Definitions

The following definitions apply to the terms as used in these provisions:

- 3.1 "Disadvantaged Business Enterprise (DBE)"** means a for-profit small business concern: (a) which is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 3.2 "Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
- 3.3 "Socially and Economically Disadvantaged Individuals"** means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
- 3.3.1 Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
- 3.3.2 Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
- 3.3.2.1 "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
- 3.3.2.2 "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- 3.3.2.3 "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;

- 3.3.2.4 "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - 3.3.2.5 "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - 3.3.2.6 Women; and
 - 3.3.2.7 Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- 3.3.3 Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
- 3.4 "Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals;" and (b) whose management and daily business operations are controlled by one or more such individuals.
- 3.5 "Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
- 3.6 "Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- 3.7 "Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE, and that attempts to participate in a U.S. DOT-assisted

program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31. The Authority may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise violates applicable Federal statutes.

- 3.8** ***"Other Socially and Economically Disadvantaged Individuals"*** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or the Authority to meet the social and economic disadvantage criteria described below.

3.8.1 Social Disadvantage

- 3.8.1.1 The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
- 3.8.1.2 The individual must demonstrate that he/she has personally suffered social disadvantage.
- 3.8.1.3 The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.
- 3.8.1.4 The individual's social disadvantage must be chronic, longstanding and substantial; not fleeting or insignificant.
- 3.8.1.5 The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
- 3.8.1.6 A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

3.8.2 Economic Disadvantage

3.8.2.1 The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.

3.8.2.2 The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

4.0 DBE Proposal Submission Requirements

Proposer must complete and submit the following DBE Exhibit (form) with their proposal:

- DBE Participation Commitment Form
 - Written Confirmation (required from each proposed DBE firm listed on the DBE Participation Commitment Form)

Proposer must complete and submit the following DBE Exhibits (forms) to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date:

- DBE Information - Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the DBE Participation Commitment Form)
- Bidders List

Required Forms	Submission
DBE Participation Commitment Form	Required at time of proposal
Written Confirmation (for each DBE firm listed on the DBE Participation Commitment Form)	Required at time of proposal
DBE Information – Good Faith Efforts	Required no later than 4:00 p.m. on the 2 nd business day after the proposal due date
Bidders List	Required no later than 4:00 p.m. on the 2 nd business day after the proposal due date

4.1 “DBE Participation Commitment Form” (Exhibit E-1) required at time of Proposal. The Proposer is to provide the following information for each DBE that will participate in the contract:

- 4.1.1 The complete name and address of each DBE who will participate in the contract;
- 4.1.2 Valid DBE Certification ID to confirm eligibility status through the CUCP, in conformance with 49 CFR Part 26;
- 4.1.3 A description of the work that each DBE will perform or provide;
- 4.1.4 The dollar amount of the work to be performed or provided by the DBE;
- 4.1.5 The dollar amount of the work eligible to be credited for each DBE towards the DBE goal (should not include lower-tier participation and should account for the type of work to be performed);
- 4.1.6 The proposer shall also submit, for each DBE to perform under this Agreement, a written confirmation signed and dated from each DBE listed, acknowledging that the DBE is participating in the contract for the specified dollar value and scope of work listed on the DBE Participation Commitment Form. A signed quote or proposal from the DBE firm can be used in lieu of the written confirmation; however, the dollar amount and scope(s) in the quote/proposal, and the amount and scope reflected on the DBE Participation Commitment Form must match identically.

4.2 “DBE Information - Good Faith Efforts” (Exhibit E-2)

To be a responsible and responsive proposer, the proposer must make good faith efforts to meet the goal. The proposer can meet this requirement in two ways. (i) the proposer can meet the goal by documenting commitments for participation by DBE firms sufficient for this purpose; or (ii) the proposer can demonstrate that he/she took all necessary and reasonable steps to achieve the DBE goal or other requirement of this part, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

If the proposer did not meet or obtain enough DBE participation to meet the DBE goal, the proposer must complete and submit the “DBE Information – Good Faith Efforts,” form demonstrating that the proposer made adequate good faith efforts to meet the goal.

If the proposer has met the DBE goal based on the participation of DBEs listed on the proposer’s “DBE Participation Commitment Form,” it is at the proposer’s discretion (i.e. this is not mandatory) to submit “DBE Information – Good Faith Efforts,” form. However, the submission of good faith efforts documentation can protect the proposer’s eligibility for award of the contract if the Authority determines that the proposer failed to meet the goal for various reasons (e.g. a DBE firm was not certified at proposal submission or the proposer made a mathematical error). Submittal of only the “DBE Information – Good Faith Efforts,” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made; therefore, the proposer is encouraged to attach additional information and supporting documents as necessary.

Good Faith Efforts documentation must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date.

For further guidance, refer to instructions on Exhibit E-2 “DBE Information – Good Faith Efforts,” form and the United States Department of Transportation’s (“U.S. DOT”) DBE Program, Appendix A of Title 49 CFR Part 26 - “Guidance Concerning Good Faith Efforts,” and the DBE Section of the Authority’s Pre-Proposal Power Point.

4.3 “Bidders List” (Exhibit E-3)

The Authority is required by Regulations to create and maintain a “Bidders List,” of all firms proposing or quoting on the Authority’s U.S. DOT-assisted contracts for use in calculating the Authority’s DBE goal(s). Proposers are required to complete and submit the requested information listed on the “Bidders List” form, for all firms (DBE[s] and non-DBE[s]) who submitted a bid, proposal or quote, including firms who were contracted by the prime proposer.

The “Bidders List” must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date.



DBE PARTICIPATION COMMITMENT FORM

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL AS A
CONDITION OF DBE RESPONSIVENESS**

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

Proposer to Complete this Section

1. RFP No.: _____

2. Project Name/Description: _____

3. Prime Proposer Name: _____

4. Contract DBE Goal %: _____

5. Proposer's Total Bid Price _____
(If applicable)

Required DBE Commitment Information

6. DBE Firm (Name and Address)	7. DBE Certification Number	8. Description of Scope of Services/Work	9. Dollar Value (\$) or Percent (%) of Participation	10. Dollar Value (\$) or Percent (%) of Eligible DBE Participation/Commitment

Note: As a condition of responsiveness, the proposer is required to submit with the Proposal a written confirmation signed and dated from each DBE listed in Column 6 acknowledging that the DBE is participating in the contract for the specified dollar value (\$) or percent (%) and scope of work.

A quote or proposal from the DBE firm can serve in lieu of the written confirmation; however, the dollar and/or percentage amount in the written confirmation or quote/proposal and the amount shown on this form MUST match identically.

11. Total Dollar Value (\$) or Percent (%) of Eligible DBE Participation:
\$ _____

12. Eligible DBE Participation Represented as a Percentage (%) of Proposer's Total Proposal Price
_____ %

Proposer Assurance: The proposer certifies that information on this form is complete and accurate, that it has verified the listed DBE(s) certification status and is only crediting eligible DBE participation towards meeting the contract DBE goal.

13. Preparer's Name (Print) _____

14. Preparer's Signature _____

15. Preparer's Title _____

16. Date _____

17. Telephone No. _____

18. Email Address _____

INSTRUCTIONS - DBE Participation Commitment Form

Proposer is required to ensure all information is complete and accurate:

1. **RFP No.** - Enter the RFP Number.
2. **Project Name/Description** - Enter the name and/or description of the project.
3. **Prime Proposer Name** - Enter the proposer's firm name.
4. **Contract DBE Goal %** - Enter the contract DBE goal percentage.
5. **Proposer's Total Proposal Price** – Enter the proposer's total proposal price.
6. **DBE Firm** – Enter name and address of the proposed DBE firm. Identify all DBE firms being claimed for credit, regardless of tier.
7. **DBE Certification Number** - Enter the DBE's certification identification number. All DBEs must have a valid DBE certification at time of proposal due date.
8. **Description of Scope of Services/Work** – Enter the scope of services/work for each DBE firm listed to participate on this contract.
9. **Dollar Value (\$) or Percent (%) of Participation** - Enter the total dollar value or percent of participation for each listed DBE firm.
10. **Dollar Value (\$) or Percent (%) of Eligible DBE Participation/Commitment** - Enter the dollar value or percent of participation eligible to count towards meeting the contract DBE goal. This value should exclude work performed by lower tier subcontractors and account for the DBE's capacity based on their certification type in conformance with the DBE crediting provisions set forth in Title 49 CFR Part 26.55.
11. **Total Dollar Value (\$) of Eligible DBE Participation** - Enter the sum of all eligible participation listed in column 10.
12. **Eligible DBE Participation Represented as a Percentage (%) of Proposer's Total Price** - Enter the corresponding percentage of the total eligible DBE participation that the proposer is counting towards the proposer's DBE goal commitment (Formula: Item (11) Total Dollar Value (\$) of Eligible DBE Participation / Item (5) Proposer's Total Price = Proposer's DBE Goal Commitment Percent (%). If percent (%) is used in lieu of dollar value (\$) for Item (11), then Item (12) should equal percent listed in Item 11).
13. **Preparer's Name (Print)** - Clearly enter the name of the authorized person preparing the form on behalf of the proposer.
14. **Preparer's Signature** - Authorized person's signature.
15. **Preparer's Title** - Enter the position/title of the authorized person signing the form on behalf of the proposer.
16. **Date** - Enter the date the form is signed.
17. **Telephone No.** - Enter the area code and telephone number of the authorized person signing the form on behalf of the proposer.
18. **Email Address** - Enter the email address of the authorized person signing the form on behalf of the proposer.

NOTE: A firm is only eligible to count towards DBE participation in the NAICS codes contained within its California Unified Certification Program (CUCP) DBE Profile. Proposers are to verify that listed subconsultants contain DBE certification in the NAICS codes relevant to the scope they are being listed to perform.



DBE INFORMATION - GOOD FAITH EFFORTS

RFP No: _____ Proposal Due Date _____

The Orange County Transportation Authority (Authority) established a Disadvantaged Business Enterprise (DBE) goal of _____% for this contract. The information provided herein shows that a good faith effort was made by _____(Proposer).

Proposer shall submit the following information to document adequate good faith efforts to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's proposal due date, or as otherwise specified in the solicitation. Proposer should submit the following information even if the "DBE Participation Commitment Form" indicates that the proposer has met the DBE goal. This will protect the proposer's eligibility for award of the contract if Authority determines that the proposer failed to meet the goal for various reasons, e.g., a DBE firm was not certified at proposal submission, or the proposer made a mathematical error.

Submittal of only the form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following good faith efforts items (A through H) shall be minimally performed prior to proposal submission. Proposer to complete the following items in sufficient detail to effectively demonstrate that good faith efforts were undertaken to meet the established DBE goal:

- A. Items of Work the Proposer Made Available to DBE Firms; a description of work items and approximate dollar amounts made available to DBE firms by the proposer, value of work items as a percentage of total contract work, breakdown of larger scopes of contract work (including those items normally performed by the proposer with its own forces) into economically feasible units to facilitate DBE participation sufficient to meet the DBE contract goal. It is the proposer's responsibility to demonstrate that sufficient work was made available to facilitate DBE participation as follows (Provide documents that sufficiently evidence the efforts detailed below):

Description of Work Item	Proposer Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount (\$)	Percentage of Contract

- B. Solicitation Effort Documentation; the names and dates of written notices sent to certified DBEs soliciting proposals for this project and the dates and methods used to following up initial solicitations to determine with certainty whether the DBEs were interested (attach all copies of solicitation, telephone records, fax confirmations, email communications, etc.), amount of DBEs to repond, documentation to demonstrate the DBE firms were provided information about the contract (location of project, contract number, proposal due date, items of work made available and contact information) in the Request for Proposal from the proposer, the proposer solicited through all reasonable means (e.g. attendance at pre-proposal meetings, advertising and written notices) the interest of all certified DBEs who have the capability to perform the work of the contract, proposer to provide proof of aforementioned items, and DBEs in the market area for the work identified in 'Item A' as follows:

DBE Firm	Contact Name/Title	Method of Solicitation	Date of Initial Solicitation	Date of Follow-Up Solicitation	Response/ Interested in Proposing

(Note: Solicitations should occur at a minimum no later than 14 calendar days prior to the Authority's proposal due date and follow up to the solicitation should allow DBE firms reasonable time to respond). DBE firms solicited must be advised if the original proposal date has been extended.

- C. Rejected DBE Proposal Documentation; the names, addresses, phone numbers, and amount of rejected DBE firms, the reasons for the proposer's rejection of the DBE firms, the firms selected and accepted for that work (attach all copies of quotes from the firms involved inclusive of a detailed cost breakdown if opted to self-perform work) and the price (rates) difference for each DBE if the selected firms is not a DBE, include an explanation of quote(s) rejected.
- D. Publication Efforts Made to Advertise the Projects to Solicit DBE Participation; names and dates of each publication in which a request for DBE participation for this project was placed by the proposer (attach copies of advertisements or proof of publications). Publications should be placed at a minimum 14 calendar days before the Authority's proposal due date. If RFP due date is extended, proposer is to re-advertise new proposal due date.

Publications	Type of Publication (Trade/General/Minority/Focus)	Dates of Advertisement	Duration of Advertisement	Readvertisement (Proposal-Due Date Extension)

- E. Agencies, Organizations, or Groups Contacted to Provide Assistance in Contracting, Recruiting, and Using DBEs; the names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (Attach copies of requests to agencies, responses received and efforts made by the proposer in response).

- F. Efforts to Provide Information About the Plans, Specifications, and Contract Requirements; efforts made to assist interested DBEs in obtaining necessary materials, or related assistance or services, proposer to provide evidence of effort.

- G. Assistance with Lines of Credit, Insurance, and/or other Services; 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, proposer to provide a list of any assistance provided to DBEs:

- H. Additional Data to Support a Demonstration of Good Faith Efforts; in determining whether a proposer made adequate good faith efforts, the Authority will take into account the performance of other proposers in meeting the DBE contract goal. Attach any additional information to support demonstration of good faith in this section:

NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS.



Bidders List

The Department of Transportation requires the Authority to create and maintain a "Bidders List" containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the Authority's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The proposer is to complete all requested information for every firm who submitted a bid, proposal or quote, including the primary proposer, and submit this information to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's proposal due date, or as otherwise specified in the solicitation. The Authority will utilize this information to assist in the Authority's DBE goal-setting process.

Prime Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Prime Proposer:							<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million Age of Firm: _____yrs.
Contact Name:							
Address:							

Subconsultant Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Firm Name:							<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million Age of Firm: _____yrs.
Contact Name:							
Address:							

Subconsultant Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.
Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.

NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS TO THE BIDDERS LIST REQUIREMENTS.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime 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.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. 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. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

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

**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	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.

July 1, 2012 LPP 09-02



MONTHLY DBE SUBCONTRACTOR COMMITMENT AND ATTAINMENT REPORT SUMMARY AND PAYMENT VERIFICATION (Form 103)

Reporting Period (month): _____, 20__

Contract Number:		Form 103 Report No.:		Report prepared by:	
Contract Award Date:		Original Contract Award Amount:		Title:	
Prime Name:		Prime Current Contract Value:	[B]	Report reviewed by:	
		% of Project Complete:		Signature:	
Address:		[D] divided by [B]		Title:	
		Total Paid to Prime this Month:			
		Total Paid to Prime to Date:	[D]		
Telephone No.:		Total Paid to DBEs this Month:		Prime's Current DBE Attainment (A/B):	
					(Total Dollars Paid to DBEs divided by Prime Current Contract Value)
Contract DBE Goal (Prime Commitment at Award):		Total Paid to DBEs to Date:	[A]	Prime's Current DBE Commitment (C/B):	
		Date of Last Progress Payment			(Total DBE Current Eligible Subcontract Value divided by Prime Current Contract Value)
Original Project Goal					

1		2		3	4	5	6	7	8	9	10	11	12	13	14
SUBCONTRACTOR		Type of Work Performed (Scope)	Original \$ Amount Committed at Award	\$ +/- Resulting from Change Order Activity	\$ Amount of Current Commitment	\$ Amount of Eligible DBE Participation Claimed ¹	\$ Amount Paid to DBE this month	\$ Amount paid to lower Tier(s) of DBE this month	Eligible \$ Amount Paid to DBE this month = (Column 7 minus Column 8) x DBE Capacity	\$ Amount paid to DBE to Date	\$ Amount paid to lower Tier(s) of DBE to Date	Eligible \$ Amount Paid to DBE to Date minus Payments to lower Tier(s)	% of Retention Withheld	% of Work Complete	Notes/ Comments
Name:			\$ -	\$ -	\$ -	\$ -	\$ -	DBE:	\$ -	\$ -	DBE:	\$ -	0%	#DIV/0!	
Address:															
City, State, Zip Code:															
Telephone Number:															
TYPE: Subcontractor ___ Broker ___															
Supplier: Regular Dealer ___ or Manufacturer ___															
CERTIFICATION(s): () SB () DBE () DVBE () M Certification #:								NON DBE:		NON DBE:					
Verification of Payment Attached: <input type="checkbox"/> YES <input type="checkbox"/> NO								\$ -		\$ -					
Anticipated Commencement of Work Date:															
Name:			\$ -	\$ -	\$ -	\$ -	\$ -	DBE:	\$ -	\$ -	DBE:	\$ -	0%	#DIV/0!	
Address:															
City, State, Zip Code:															
Telephone Number:															
TYPE: Subcontractor ___ Broker ___															
Supplier: Regular Dealer ___ or Manufacturer ___															
CERTIFICATION(s): () SB () DBE () DVBE () M Certification #:								NON DBE:		NON DBE:					
Verification of Payment Attached: <input type="checkbox"/> YES <input type="checkbox"/> NO								\$ -		\$ -					
Anticipated Commencement of Work Date:															

**RFP 0-2335
Exhibit E-6**

Name:																	
Address:																	
City, State, Zip Code:																	
Telephone Number:																	
TYPE: Subcontractor <input type="checkbox"/> Broker <input type="checkbox"/>																	
Supplier: Regular Dealer <input type="checkbox"/> or Manufacturer <input type="checkbox"/>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	#DIV/0!			
CERTIFICATION(s): <input type="checkbox"/> SB <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> M Certification #:																	
Verification of Payment Attached: <input type="checkbox"/> YES <input type="checkbox"/> NO																	
Anticipated Commencement of Work Date:																	
[C]																	
DBE Total(s):		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	#DIV/0!			

COMMENTS/ISSUES:

* Eligible amount claimed is based on applicable crediting provisions, DBE Current contract value (excluding amounts subcontracted to lower-tiers) multiplied by capacity of work performed by listed DBE (CUF).

Authorized Binding Name: _____

Authorized Binding Title: _____

Authorized Binding Signature: _____

If necessary, this form can be duplicated and/or modified; however, it must contain all requested data fields. *DBE Monthly Form R3*

EXHIBIT F: REQUEST FOR DBE SUBCONTRACTOR SUBSTITUTION



ORANGE COUNTY TRANSPORTATION AUTHORITY

REQUEST FOR DBE SUBCONTRACTOR/SUPPLIER SUBSTITUTION

Substitution of subcontractors shall be in accordance with the Contract Specifications. If a listed or approved DBE Subcontractor is unable to perform the work in accordance with the Contract Specifications, the Prime Contractor shall replace the Subcontractor with another DBE Subcontractor, or make good faith efforts to do so in accordance with the Contract Specifications. Such request for substitution is subject to approval by the Authority.

Project No.:	Project Name:
Prime Contractor:	
Business Address:	
Please Provide the Following Information for the Listed or Approved DBE Subcontractor:	
Subcontractor Name:	DBE Certification No:
Address:	
Contact Person:	Phone:
Email Address:	
Description of work:	
Original Contract Value:	Current Contract Value:
Reason for Substitution:	
Prime Contractor to select either Option A or B to meet substitution requirements:	
p A. Please provide the following information if Contractor elects to substitute a DBE subcontractor with another DBE subcontractor.	
Subcontractor Name:	DBE Certification No:

Address:	
Contact Person:	Phone:
Description of work:	
Bid Item Number(s):	Proposed Subcontractor Bid Amount:

B. Please provide Good Faith Efforts undertaken to replace the originally proposed DBE subcontractor with another DBE subcontractor by attaching supporting documentation.

I certify under penalty of perjury that the above information is complete and correct.

Contract Representative Signature	Title
Business Phone Number	Date

CONCURRENCE BY ORIGINALLY PROPOSED DBE FIRM:

Signature	Title
Print Name	Date

AUTHORITY APPROVAL:

Date Request Received: _____

Date Letter Sent to Original DBE Subcontractor: _____

Authority's Approval of Request for Substitution? Yes No

If no, please state reason:

Reviewed by: _____ Date: _____

EXHIBIT G: RESTRICTIONS ON LOBBYING

CERTIFICATION
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

A. DEFINITIONS

1. Authority, as used in this clause, means the Orange County Transportation Authority, acting on behalf of the Orange County Transit District.
2. Covered Federal action, as used in this clause, means any of the following Federal actions:
 - a. The awarding of any Federal contract.
 - b. The making of any Federal grant.
 - c. The making of any Federal loan.
 - d. The entering into of any cooperative agreement.
 - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 450b of the Indian self-determination and Education Assistance Act (25 U.S.C. 450) and include Alaskan Natives.
4. Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.
5. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
6. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
 - a. An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.
 - b. A member of the uniformed services, as defined in the subsection

101(3), Title 37, United States Code.

- c. A special Government employee, as defined in Section 202, Title 18, United States Code.
 - d. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix section 3.
7. Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 8. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
 9. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
 10. Recipient, as used in this clause, includes the CONSULTANT and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 11. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
 12. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

B. PROHIBITIONS

1. Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from using appropriated funds to pay 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 any of the following covered Federal actions: 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; or, the modification of any Federal contract, grant, loan, or cooperative agreement.
2. The Act also requires consultant to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 a Federal contract, grant, loan or cooperative agreement.
3. The prohibitions of the Act do not apply under the following conditions:
 - a. Agency and legislative liaison by own employees.
 - (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (2) For purposes of paragraph C.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
 - (3) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:

Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities.

Technical discussions and other activities regarding the application of adaptation of the person's products or services for an agency's use.

- (4) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

- (5) Only those services expressly authorized by paragraph C.3.a.(1) of this clause are permitted under this clause.

b. Professional and technical services

- (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of:

A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as condition for receiving that Federal action.

Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include contractors and trade associations.

- (2) For purposes of paragraph C.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For

example, drafting of a legal document accompanying a bid or proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

- (3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (4) Only those services expressly authorized by paragraph C.3.a.(1) and (2) of this clause are permitted under this clause.
- (5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

- (1) The consultant who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or had agreed to made any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.

- (2) The consultant shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

- (3) The consultant shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime consultant. The prime consultant shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding consultant.

d. Agreement

The consultant agrees not to make any payment prohibited by this clause.

e. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Consultants may rely without liability on the representation made by their subcontractors in the certification and disclosure forms.

f. Cost Allowability:

Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provisions.

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf (name of bidder/offeror) of _____ that:
(Firm name)

1. No Federal appropriated funds have been 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 making lobbying contracts to 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 the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. If bidder/offeror does not have any reportable activities to disclose, they shall check the box entitled "No Reportable Activities" on the attached Standard Form-LLL "Disclosure of Lobbying Activities" and complete Section 16 of the form. The certifying official shall sign and date the form, print his/her name, title and telephone number.
4. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors 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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The bidder/offeror, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidder/offeror understands and agrees that the provisions of 31 U.S.C. 3801, et seq. apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20____

By _____
(Signature of authorized official)

(Title of authorized official)

NO REPORTABLE ACTIVITIES (Bidder/Offeror required to complete Section 16 below.)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by
OMB
003480045

<p>1. Type of Federal Action:</p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material changes
<p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> Congressional District, if known:
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> CFDA number, if applicable: _____	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> \$ _____	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No 10a) (last name, first name, MI):</p>	
(attach Continuation Sheet(s) SF - LLL - A if necessary)		
<p>11. Amount of Payment (check all that apply):</p> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<p>13. Type of Payment (check all that apply):</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other specify: _____	
<p>12. Forum of Payment (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contracted for Payment indicated in Item, 11:</p> (attach Continuation Sheet(s) SF-LLL-A if necessary)		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by Code 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.</p>	Signature: _____ Print name: _____ Title: _____ Telephone No: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL

Approved by
OMB
003480045

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This DISCLOSURE FORMS SHALL BE COMPLETED BY the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address city, state, and zip code of the prime Federal recipient. Include Congressional District.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United State Coast Guard.
7. Enter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

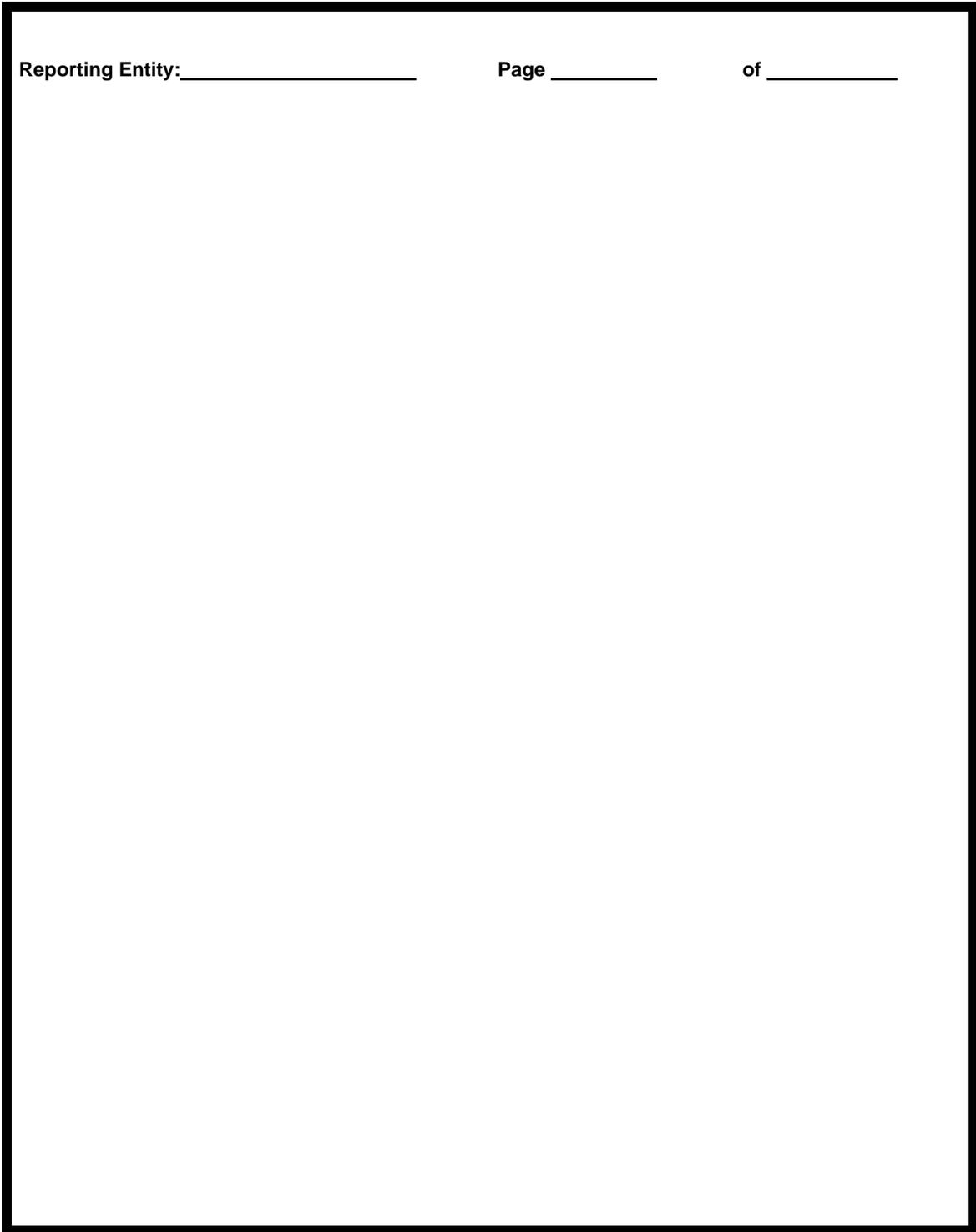
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0446), Washington, D.C. 20503.

Approved by
OMB
003480045

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____



Authorized for Local Reproduction

EXHIBIT H: SAFETY SPECIFICATIONS

**MODIFIED LEVEL 1 & 2 HEALTH, SAFETY AND ENVIRONMENTAL
SPECIFICATIONS FOR AGREEMENT C-0-2335**

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during the course of this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of public and workers.
- G. INJURY AND ILLNESS PREVENTION PLAN
 - A. Injury/Illness Prevention Program
The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier

contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- B. Substance Abuse Prevention Program
Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- C. Heat Illness Prevention Program
Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- D. Hazard Communication Program
Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
 - a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.
- E. Storm Water Pollution Prevention Plan
The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements.

1.2 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents:
 - 1. Damage to Authority property (or incidents involving third party property damage);
 - 2. Reportable and/or recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
 - 3. Incidents impacting the environment, i.e. spills or releases on Authority property.
 - 4. Incidents (i.e., injury, theft, fire, near miss, property damage, etc.) occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work.
 - 5. Investigations or site visit by a regulatory agency (i.e., Cal-OSHA, DTSC, EPA, SCAQMD, OC Health Care Agency, etc.)

- A. Notification shall be made to Authority Project Manager. An immediate verbal notice followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- B. A final written incident investigative report shall be submitted as soon as possible and within seven (7) calendar days at the latest. The report shall include the following information. The Current Status of anyone injured, investigation photos of the incident area, photos of the existing conditions and area around the injury/incident scene, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and Management's evaluation of effectiveness, a copy of the task planning documentation, copy of training records (employee, equipment operator, etc.) a copy of the Physician's first report of injury, a copy of Cal/OSHA 300 log of work related injuries and illnesses, a copy of the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- B. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident investigation and incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident or as determined by the Authority Project Manager. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager and the HSEC Department Manager. The serious incident presentation shall include, but not be limited to; action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using the root cause analysis flow chart method, tap-root method, or the fishbone method), evaluation of applicable policies/procedures effectiveness, task communication effectiveness, key management and supervisor oversight, a written detailed recovery plan that identifies corrective actions to prevent a similar incident, and proposed actions to enhance safety culture awareness.
1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement.
 2. Serious Incident: includes property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, etc.) notification or representation.

3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.3 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 or class 3 (i.e., 50 MPH or greater) safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

PART II – SPECIFIC REQUIREMENTS – FIELD ACTIVIES

Level 2 Safety Specification Requirements for Survey and Field Activity Tasks

2.0 DESIGNATED SAFETY REPRESENTATIVE

- A. Before beginning on-site activities, the Contractor shall designate an On-site HSE Representative. This person shall be a Competent or Qualified Individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards, and has the authority to affect changes in work procedures that may have associated schedule and budget impacts.
- B. The Contractor shall provide the Authority's Project Manager a resume outlining the qualifications, or job experience of Contractor's On-Site HSE Representative assigned to the project. The Contractor's On-Site HSE Representative for all Authority projects is subject to acceptance by the Authority Project Manager and the HSEC Department Manager. All contact information of the On-Site HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager.
- C. The Contractor's Site HSE Representative shall have a certification from the Board of Certified Safety Professionals (BCSP) (i.e., Safety Trained Supervisor Construction (STSC), Construction Health and Safety Technician (CHST) etc.), and five (5) years of experience of enforcing HSE compliance on similar projects. The Authority reserves the right to allow for an exception of these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and the HSEC Department Manager.

- D. A Competent Individual means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

2.1 JOB HAZARD ANALYSIS

- A. A Job Hazard Analysis (JHA) shall be prepared for the field activities scheduled and signed/dated by the Contractor's project manager and the Contractor's HSE Representative and all employees of the work crew prior to beginning scheduled task.

2.2 SITE HSE ORIENTATION

- A. The Contractor shall conduct and document a project site safety orientation for all Contractor's staff personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation, at a minimum, shall include, as applicable, Personal Protection Equipment (PPE) requirements, hard hat requirements, eye protection, ANSI class 2 or 3 reflective vests, designated smoking, eating, and parking areas, cell phone policy, and applicable barricade requirements.
- B. Copies of orientation documents shall be provided to the Authority Project Manager within 72 hours upon request.

2.3 TRAINING DOCUMENTATION

- A. To ensure that each employee is qualified to perform their assigned work, when applicable to scope work, Contractor shall verify training documentation (i.e., CCR Title 8 Standards required training as applicable) is in place, prior to and during contract scope, and make available to the Authority, upon request, within 72 hours.

PART IV - REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. CFR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Construction Industry Institute (CII)
- E. Cal-Trans Construction Safety Manual

END

EXHIBIT I: CERTIFICATION OF CONSULTANT COMMISSION AND FEES

CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the _____, and duly authorized representative of the firm of _____, whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

(Signature)

**EXHIBIT J: CONSULTANT CERTIFICATION OF CONTRACT COSTS AND
FINANCIAL MANAGEMENT SYSTEM**

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at
http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)*

Certification of Final Indirect Costs:

Consultant Firm Name: _____

Indirect Cost Rate: _____ Date of Proposal Preparation (mm/dd/yyyy): _____

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): _____

Contract Number: _____ Project Number: _____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$_____ and the number of States in which the firm does business is _____.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

* Consultant Certification Signature: _____

Consultant Certifying (Print Name and Title):

Name: _____

Title: _____

Consultant Contact Information:

Email: _____

Phone number: _____

Date of Certification (mm/dd/yyyy): _____

*An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Note: *Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.*

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

EXHIBIT K: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No. _____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

**EXHIBIT L: PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL
DOCUMENTS**

PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL DOCUMENTS

Offeror is required to submit one copy of the completed and signed form as part of its proposal and it should be included only in the original proposal. Offeror shall complete either Option 1 or Option 2 which ever applies.

Option #1: Public Records Act Indemnification Agreement

By signing below, the Proposer agrees as follows regarding its Proposal:

If Authority receives a Public Records Act request (Government Code sections 6250 et seq.) which seeks any portion of Proposer’s proposal that the Proposer has marked as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation (the "PRA Documents"), the Authority will notify the Proposer of the request. The Proposer shall, within three business days of such notification from the Authority, inform the Authority as to whether it desires the PRA Documents to be withheld, and shall thereafter timely provide a legal basis for each such requested withholding. If the Authority determines to withhold the PRA Documents, Proposer shall indemnify and defend Authority from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs.

Proposer shall pay all costs, immediately as they come due, pertaining to any action under the Public Records Act related to any portion of Proposer’s proposal marked or designated as described above, and withheld by Authority. If the Proposer fails to notify the Authority in writing within three business days, or to timely provide a legal basis for the withholding of documents, Proposer agrees that Authority shall release and disclose Proposer records, notwithstanding any marking or designation of the PRA Documents.

In no case shall Authority be liable for any inadvertent disclosure of any Proposer proposal documents, or any disclosure made by Authority upon a good faith belief that disclosure is required by law, or in the event Proposer has failed to notify the Authority in writing of its desire to withhold the PRA Documents within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such PRA Documents, and Proposer waives any claims it may have had related to such disclosure.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____

Option #2: Non-Applicability

This Proposer has not marked any portion of its proposal as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____



June 22, 2020

To: Members of the Board of Directors

From: Darrell E. Johnson, Chief Executive Officer

Subject: Approval to Release Request for Proposals for the Preparation of Plans, Specifications, and Estimates for the Interstate 5 Widening Project Between Yale Avenue and State Route 55

Overview

Staff has developed a request for proposals to initiate a competitive procurement process to retain consultant services to prepare plans, specifications, and estimates for the Interstate 5 widening project between Yale Avenue and State Route 55.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 0-2371 for consultant services for the preparation of plans, specifications, and estimates for the Interstate 5 widening project between Yale Avenue and State Route 55.
- B. Approve the release of Request for Proposals 0-2371 for consultant services for the preparation of plans, specifications, and estimates for the Interstate 5 widening project between Yale Avenue and State Route 55.

Discussion

The Interstate 5 (I-5) widening project between Interstate 405 (I-405) and State Route 55 (SR-55) (Project) is Project B in the Measure M2 (M2) freeway program, and is included in the updated Next 10 Delivery Plan adopted by the Orange County Transportation Authority (OCTA) Board of Directors (Board) in November 2019. The Project is scheduled to move into the design phase using M2, state, and federal funding.

The Project will add one general purpose (GP) lane in both directions on I-5 between I-405 and SR-55. The Project will reestablish existing auxiliary lanes and

provide new auxiliary lanes where necessary, and provide continuous access to the high-occupancy vehicle lanes.

The final environmental document was signed on January 7, 2020, with build Alternative 2B identified as the preferred alternative by the project development team. Alternative 2 includes the addition of one GP lane in each direction of I-5 from just north of I-405 to just south of SR-55. The improvements include standard lane and shoulder widths except where the improvements join existing nonstandard lanes or shoulders, and at isolated locations at bridge columns, overhead signs, or other appurtenances. Design Variation B, the preferred alternative, includes additional nonstandard inside shoulder widths and/or lane widths to reduce right-of-way impacts. The Project is being developed as two separate design and construction projects to enhance the participation and competitive bidding of consultants and contractors, with the following Project limits:

- Segment 1 extends from I-405 to Yale Avenue
- Segment 2 extends from Yale Avenue to SR-55

At this time, Board approval is requested to release Request for Proposals (RFP) 0-2371 for design services for Segment 2. The future RFP for Segment 1 is planned for release in December 2020.

Procurement Approach

OCTA Board-approved procurement policies and procedures require that the Board approve all RFPs over \$1,000,000, as well as approve the evaluation criteria and weightings. Staff is submitting for Board approval the draft RFP and evaluation criteria and weightings, which will be used to evaluate proposals received in response to the RFP. The recommended evaluation criteria and weightings are as follows:

- | | | |
|---|-----------------------------------|------------|
| • | Qualifications of the Firm | 25 percent |
| • | Staffing and Project Organization | 40 percent |
| • | Work Plan | 35 percent |

The evaluation criteria are consistent with criteria developed for similar architectural and engineering (A&E) procurements. Several factors were considered in developing the criteria weightings. Staff assigned the greatest level of importance to staffing and project organization, as the qualifications of the project manager and other key task leaders are of most importance to the

Approval to Release Request for Proposals for the Preparation of Plans, Specifications, and Estimates for the Interstate 5 Widening Project Between Yale Avenue and State Route 55 **Page 3**

timely delivery of the Project. Likewise, staff assigned a high level of importance to the work plan as the technical approach to the Project is critical to the successful performance of the Project. The qualifications of the firm in performing work of similar scope and size are also very important to the success of the Project. As this is an A&E procurement, price is not an evaluation criterion pursuant to state and federal laws.

This RFP will be released upon Board approval of these recommendations.

Fiscal Impact

Segment 2 of the Project is included in OCTA's Fiscal Year 2020-21 Budget, Capital Programs Division, Account 0017-7519-FB103-VVV, and will be funded through a combination of federal and M2 funds.

Summary

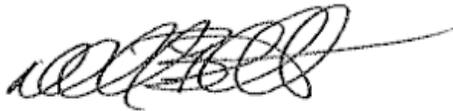
Board of Directors' approval is requested to release Request for Proposals 0-2371 for consultant services for the preparation of plans, specifications, and estimates for the Interstate 5 widening project between Yale Avenue and State Route 55.

Approval to Release Request for Proposals for the Preparation of Plans, Specifications, and Estimates for the Interstate 5 Widening Project Between Yale Avenue and State Route 55 **Page 4**

Attachment

- A. Draft Request for Proposals (RFP) 0-2371, Consultant Services for the Preparation of Plans, Specifications, and Estimates for the Interstate 5 Widening Project Between Yale Avenue and State Route 55

Prepared by:



Niall Barrett, P.E.
Program Manager
(714) 560-5879

Approved by:



James G. Beil, P.E.
Executive Director, Capital Programs
(714) 560-5646



Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623

REQUEST FOR PROPOSALS (RFP) 0-2371

**CONSULTANT SERVICES FOR THE PREPARATION
OF PLANS, SPECIFICATIONS, AND ESTIMATES
FOR THE INTERSTATE 5 WIDENING PROJECT
BETWEEN YALE AVENUE AND STATE ROUTE 55**



**ORANGE COUNTY TRANSPORTATION AUTHORITY
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282**

Key RFP Dates

Issue Date:	June 22, 2020
Pre-Proposal Conference Date:	July 7, 2020
Question Submittal Date:	July 10, 2020
Proposal Submittal Date:	July 23, 2020
Interview Date:	August 27, 2020

FEDERAL HIGHWAY ADMINISTRATION FUNDED PROJECT

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June 22, 2020

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 0-2371: “CONSULTANT SERVICES FOR THE PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATES FOR THE INTERSTATE 5 WIDENING PROJECT BETWEEN YALE AVENUE AND STATE ROUTE 55”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants for the Preparation of Plans, Specifications, and Estimates(PS&E) for Interstate 5 Widening Project Between Yale Avenue and State Route 55.

The Authority intends to award a single contract as a result of this procurement.

The Authority has set a **x%** Disadvantaged Business Enterprise (DBE) participation goal for this project. Award of this contract is contingent upon Consultant meeting the DBE attainment requirements including the good faith effort to meet the established goal.

To prevent potential conflicts of interest the prime consultant and all subconsultants, (at any tier) awarded this contract for design consulting services to develop PS&E for Interstate 5 Widening Project between Yale Avenue and State Route 55, will be ineligible to participate, in any tier in any of the separate procurements for the construction management services and construction services required to deliver the Interstate 5 Widening Project between Yale Avenue and State Route 55.

The Authority has made the following documents available on CAMM NET for review:

1. Final Environmental Document
2. Final Project Report

Offerors are advised that by signing their proposal, they are certifying that they and their subconsultants are not debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

Offerors are advised that all Consultant proposals and supporting documents for the project contract are subject to audit or review by the California Department of Transportation (Caltrans) or the Federal Highways Administration (FHWA). The Cost Proposal is subject to an audit or Certified Public Accountant (CPA) Indirect Cost (Overhead) Audit Workpaper Review. The Cost Proposal shall be adjusted by the Consultant and approved by the Authority's Contract Administrator to conform to the Workpaper Review recommendations or audit recommendations. The CONSULTANT agrees that individual terms of cost identified in the audit report shall be incorporated into the agreement by this reference if directed by the Authority at its sole discretion. Refusal by the Consultant to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

In response to Caltrans' audit/review requirements, Offeror and all their subconsultants will be required to submit, after award of contract, Caltrans Exhibit 10-K entitled "Certification of Contract Costs and Financial Management System", a copy of which is attached to this RFP as Exhibit J. As part of this certification, the prime and all subconsultants must show their financial system's ability to segregate cost elements.

Proposals must be received in the Authority's office at or before 2:00 p.m. on July 23, 2020.

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Marjorie Morris Threats, Senior Contract Administrator**

Proposals delivered using the U.S. Postal Service shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Marjorie Morris Threats, Senior Contract Administrator**

Proposals and amendments to proposals received after the date and time specified above will be returned to the Offerors unopened.

Firms interested in obtaining a copy of this Request for Proposals (RFP) may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net>. From the site menu click on CAMM NET to register.

To receive all further information regarding this RFP 0-2371, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Professional Consulting

Professional Services

Commodity:

Architectural & Engineering
Design Consulting
Traffic Planning Consulting
Consultant Services - General
Environmental Consulting
Architect Services, Professional
Engineering - Architectural
Engineering - Civil
Engineering - Environmental
Engineering - Mechanical
Engineering - Right of Way
Engineering - Traffic
Environmental - Architectural
Land Surveying

A pre-proposal conference will be held via Skype tele-conference on **July 7, 2020**, at **10:00 a.m.** All prospective Offerors are encouraged to attend the pre-proposal conference via Skype or call-in using the following credentials:

- Call-in number: 1(714) 558-5200 or 1(714) 560-5666
- Conference ID: 1655672# (1)

Offeror's are asked to submit written statements of technical qualifications and describe in detail their work plan for completing the work specified in the Request for Proposal. **No Cost Proposal or estimate of work hours is to be included in this phase of the RFP process.**

The Authority has established **August 27, 2020**, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. Seq. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum wage schedules. Offerors must use the current wage schedules applicable at the time the work is in progress.

Offerors are encouraged to subcontract with small businesses to the maximum extent possible.

All Offerors will be required to comply with all applicable equal opportunity laws and regulations.

The award of this contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Work.

SECTION I: INSTRUCTIONS TO OFFERORS

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SECTION I. INSTRUCTIONS TO OFFERORS**A. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held via Skype tele-conference on **July 7, 2020**, at **10:00 a.m.** All prospective Offerors are encouraged to attend the pre-proposal conference **via Skype or call-in using the following credentials.**

- Call-in number: 1(714) 558-5200 or 1(714) 560-5666
- Conference ID: 1655672# (1)

B. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the Authority's objectives.

C. ADDENDA

The Authority reserves the right to revise the RFP documents. Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

D. AUTHORITY CONTACT

All communication and/or contacts with Authority staff regarding this RFP are to be directed to the following Contract Administrator:

Marjorie Morris Threats, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5552, Fax: 714.560.5552
Email: mthreats@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no proposer, subcontractor, lobbyist or agent hired by the proposer shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the

Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any proposer, subcontractor, lobbyist or agent hired by the proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority.

E. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section 2.C below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on **July 10, 2020**.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: mthreats@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than **July 15, 2020**. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by

emailing or faxing the request to Marjorie Morris Threats, Senior Contract Administrator.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Professional Consulting	Architectural & Engineering Design Consulting Traffic Planning Consulting Consultant Services - General
Professional Services	Environmental Consulting Architect Services, Professional Engineering - Architectural Engineering - Civil Engineering - Environmental Engineering - Mechanical Engineering - Right of Way Engineering - Traffic Environmental - Architectural Land Surveying

Inquiries received after 5:00 p.m. on July 10, 2020, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on **July 23, 2020**.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

2. Address

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Marjorie Morris Threats, Senior Contract Administrator**

Or proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMP)
P.O. Box 14184
Orange, California 92863-1584
Attention: Marjorie Morris Threats, Senior Contract Administrator**

3. Identification of Proposals

Offeror shall submit an **original and 5 copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number. In addition to the above, ***Proposers shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format, on a CD, DVD, or flash drive.***

4. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Offeror in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the Authority;
3. Negotiating with the Authority any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

H. JOINT OFFERS

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the contract.

J. PROTEST PROCEDURES

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator responsible for this procurement. Any protests filed by an Offeror in connection with this RFP must be submitted in accordance with the Authority's written procedures.

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying firm-fixed prices for individual tasks specified in the Scope of Work, included in this RFP as Exhibit A.

L. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work

identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor. All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

M. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et.seq., and all applicable Federal requirements respecting prevailing wages. The proposer to whom a contract for the work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at the Authority's principal office at 550 S. Main Street, Orange, CA 92868 and are available to any interested party on request.

N. CODE OF CONDUCT

All Offerors agree to comply with the Authority's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. All Offerors agree to include these requirements in all of its subcontracts.

O. DISADVANTAGED BUSINESS ENTERPRISE

The Authority has established a x percent (x%) Disadvantaged Business Enterprise (DBE) participation goal for the services required in this solicitation.

P. NONDISCRIMINATION

The Authority hereby notifies all Offerors 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.

Q. PRIME AND LOWER TIER DEBARMENT

Offerors are advised that by signing their proposal, they are certifying that they and their subconsultants are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

R. CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

Offerors and all their subconsultants will be required to submit, after award of contract, Exhibit 10-K entitled "Certification of Contract Costs and Financial Management System", a copy of which is attached to this RFP. As part of this certification, the prime and all subconsultants must show their financial system's ability to segregate cost elements.

S. PROHIBITION

The following restrictions apply to this procurement:

The prime consultant firm, including all subconsultants (at any tier) awarded this contract for consultant services to develop plans, specifications, and estimates (PS&E) for the Interstate 5 Widening Project between Yale Avenue and State Route 55 will be ineligible to participate (at any tier) in any of the separate procurements for construction management services and construction services required for the Interstate 5 Widening Project between Yale Avenue and State Route 55.

Furthermore, Offeror(s) are advised that the evaluation of the team composition with regards to the conflicts of interest will be done on a case-by-case basis.

SECTION II: PROPOSAL CONTENT

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SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Marjorie Morris Threats, Senior Contract Administrator and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, whether the firm is a Disadvantaged Business Enterprise (DBE), contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (5) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.
- (6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the method, which will be used by the Offeror to manage the project as well as identify key personnel assigned.

Offeror to:

- (1) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Indicate adequacy of labor resources utilizing a table projecting the resource-allocation to the project by individual task.
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

Offeror should provide a narrative, which addresses the Scope of Work, and shows Offeror's understanding of Authority's needs and requirements.

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.

- (3) Furnish a project schedule for completing the tasks in terms of elapsed weeks.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit B), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit B). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

e. Public Records Act Indemnification

Proposals received by Authority are subject to the California Public Records Act, Government Code section 6250 et seq. (the "Act"), except as otherwise provided in the Act. Proposers should familiarize themselves and exceptions thereto. In no event shall the Authority or any of its agents, representatives, consultants, directors, officers, or employees be liable to a Proposer for the disclosure of any materials or information submitted in response to the RFP. Proposers must complete and sign the Exhibit L, Public Records Act Indemnification – Proposal Documents, and submit it with the proposal. Failure to complete Exhibit L may cause the proposal to be deemed non-responsive to this RFP and may no longer continue in the evaluation process.

If a California Public Records Act request is received by Authority for the release of information identified by Proposer as propriety, trade secret, or confidential, the request will be referred to Proposer for review and consideration. If Proposer requests that the information be withheld from release, Proposer shall provide such request in writing with the legal basis under the Act for each requested withholding. Failure to notify the Authority in writing of its desire to withhold the records within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such documents, shall constitute a waiver of any claims Proposer may have had related to such disclosure.

Authority will review the request, determine if the disclosure of the records is required by law, and notify Proposer of such determination. If Authority determines that the disclosure of records is required by law, Authority will notify Proposer of such determination and provide Proposer the opportunity to seek a protective order or other appropriate legal relief to protect the records.

Proposer shall defend and hold harmless Authority from any legal action arising from such withholding, as further detailed in Exhibit L, Public Records Act Indemnification – Proposal Documents.

4. Cost and Price Proposal

Offerors are asked to submit only the technical qualifications as requested in the RFP. **No cost proposal or work hours are to be included in this phase of the RFP process.** Upon completion of the initial evaluations and interviews, if conducted, the highest ranked Offeror will be asked to submit

a detailed cost proposal and negotiations will commence based on both the cost and technical proposals.

5. Appendices

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

B. FORMS

1. Campaign Contribution Disclosure Form

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime contractor, subconsultants, lobbyists and agents are required to report all campaign contributions made from the proposal submittal date up to and until the Board of Directors makes a selection.

Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal and it must be included in only the **original** proposal.

2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its proposals and it should be included in only the original proposal.

3. Certification of Restrictions on Lobbying

This form requires the Offeror to certify compliance with the lobbying requirements of 31 U.S.C. Section 1352 and the applicable regulations under 49 CFR part 19 and 20. (Required if the bid is equal or greater than \$100,000). The offeror is required to submit the Certification of Restrictions on Lobbying Form” and “Disclosure of Lobbying Activities Form”, in order for the offeror’s proposal to be responsive and to be considered for evaluation.

4. Disclosure of Lobbying Activities

This form requires the Offeror to disclose lobbying activities pursuant to the requirements of 31 U.S.C. Section 1352. If Offeror does not have any reportable activities to disclose, they shall check the box entitled “No Reportable Activities” on the attached Standard Form-LLL “Disclosure of Lobbying Activities” and complete Section 16 of the form in order for the offeror’s proposal to be responsive and to be considered for evaluation. The certifying official shall sign and date the form, print his/her name, title and telephone number.

5. Safety Specifications

Offerors shall comply with Safety Specifications Level 1 as included in this RFP as Exhibit H, during the term of the awarded Agreement.

6. Certification of Consultant, Commissions & Fees

In receiving federal funds, Offeror is required to complete the Certification of Consultant, Commissions and Fees form. This form is to be included with Offeror’s proposal.

7. Request for DBE Subcontractor/Supplier Substitution

Substitution of subcontractors shall be in accordance with the Contract terms and condition. If a listed or approved DBE Subcontractor is unable to perform the work in accordance with the Contract Specifications, the Prime Contractor shall replace the Subcontractor with another DBE Subcontractor, or make good faith efforts to do so in accordance with the Contract terms and conditions. Such request for substitution is subject to

approval by the Authority.

8. Disadvantaged Business Enterprise Solicitation Provisions – DBE Participation Listing Forms

Offer shall complete and submit to the Authority in their proposal Exhibits E-1, E-2, and E-3 per the instructions set forth in Section II: “Instructions to Offerors” and Exhibit E: “Disadvantage Business Enterprise” – Requirements and Instructions.

- E-1 DBE Participation Commitment Form
- E-2 DBE Information – Good Faith Efforts
- E-3 Bidders List
- E-4 (Exhibit 10-O2) Consultant Contract DBE Information
- E-5 Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors
- E-6 Monthly Race-Conscious DBE Subcontractors Paid Report Summary and payment Verification (Form 103)
- F Request for DBE Subcontractor/Supplier Substitution

9. Certification of Contract Costs and Financial Management System “Exhibit 10-K”

This exhibit entitled “Exhibit 10-K Certification of Contract Costs and Financial Management System” (RFP Exhibit J) is to be completed by Offeror and all subconsultants after award of contract. As part of this certification, the prime and all subconsultants must show their financial system’s ability to segregate cost elements.

10. Proposal Exceptions and/or Deviations Form

Offerors shall complete the form entitled “Proposal Exceptions and/or Deviations” provided in this RFP and submit it as part of the original proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

11. Public Records Act Indemnification Form

Offerors shall complete and sign the form entitled “Public Records Act Indemnification” provided in this RFP and submit it as part of the original proposal. Proposers must complete and sign either Option 1 or Option 2 whichever applies.

SECTION III: EVALUATION AND AWARD

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SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

The Authority will evaluate the offers received based on the following criteria:

1. **Qualifications of the Firm** **25%**
 Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.

2. **Staffing and Project Organization** **40%**
 Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.

3. **Work Plan** **35%**
 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.

B. EVALUATION PROCEDURE

An evaluation committee will be appointed to review all proposals received for this RFP. The committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written proposals using criteria identified in Section III A. A list of top ranked proposals, firms within a competitive range, will be developed based upon the totals of each committee members' score for each proposal.

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established **August 27, 2020**, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the evaluation process, the evaluation committee will rank proposals and will recommend to the Regional Planning and Highways Committee, the Offeror(s) with the highest ranking. The Regional Planning and Highways Committee(s) will review the evaluation committee's recommendation and forward its recommendation to the Board of Directors for final action.

C. AWARD

The Evaluation Committee will select a firm to recommend to the Authority's Board of Directors. At the same time the recommended Offeror will be asked to submit a sealed price proposal. In conjunction with its action of selecting a firm, the Authority's Board of Directors will authorize staff to negotiate a contract price and other terms and conditions. The Board will also grant staff the ability to terminate negotiations with the selected Offeror if no satisfactory agreement can be reached and to begin negotiations with the next highest-ranked Offeror until a satisfactory agreement has been achieved.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected Offeror and subconsultants will be required to submit to an audit of its financial records to confirm its financial stability and the Offeror's accounting system. Additionally, the selected Offeror will be required to submit to the Authority's Accounting Department a current IRS W-9 Form prior to commencing work.

All Consultant proposals and supporting documents for the project contract are subject to audit or review by the California Department of Transportation (Caltrans) or the Federal Highways Administration (FHWA). The Cost Proposal is subject to an audit or Certified Public Accountant (CPA) Indirect Cost (Overhead) Audit Workpaper Review. The Cost Proposal shall be adjusted by the Consultant and approved by the Authority's Contract Administrator to conform to the Workpaper Review recommendations or audit recommendations. The CONSULTANT agrees that individual terms of cost identified in the audit report shall be incorporated into the agreement by this reference if directed by the Authority at its sole discretion. Refusal by the Consultant to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via CAMM NET of the contract award. Such notification shall be made within three (3) business days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) business days of notification of the contract award.

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EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)

FOR

IMPROVEMENTS TO

INTERSTATE 5 (I-5)

BETWEEN

YALE AVENUE

AND

STATE ROUTE 55 (SR-55)

SECTION 1

DESCRIPTION OF PROJECT

1.1 PROJECT DESCRIPTION

1.1-1 Background

The Orange County Transportation Authority (Authority), in cooperation with the California Department of Transportation (Caltrans), the City of Tustin and the City of Irvine, is issuing the Request for Proposals (RFP) for professional and technical consultant services for development of Plans, Specifications, and Estimates (PS&E) for the Interstate 5 (I-5) Widening Project between Yale Avenue and State Route 55 (SR-55).

The project has completed the Project Approval/Environmental Document (PA/ED) phase. The Draft Environmental Document (DED) was signed by Caltrans on January 7, 2020. Alternative 2, Design Option B was selected as the preferred alternative on March 14, 2019 and this is the Alternative for which this RFP for Final Design services is being solicited.

Authority will be the implementing agency for plans, specifications, and estimates and right-of-way activities for the project. Caltrans will be the implementing agency for the construction phase, and will be responsible for the advertisement, bid opening, award, approval, and administration of the construction contract. Caltrans will also be responsible for most of the Right-of-Way Engineering.

1.1-2 General Project Description

The proposed project will provide improvements along I-5, from Yale Avenue to SR-55. The project limits are I-5 between PM 25.8 and PM R30.3, in the cities of Tustin and Irvine in Orange County. Improvements along I-5 would include construction of one 12-foot general purpose lane and one 10-foot outside shoulder between Yale Avenue and SR-55. The improvements would also restore auxiliary lanes and add new ones where needed. The proposed improvements for Build Alternative described in the Project Report (EA 12-0K6700), dated February 28, 2020, shall be the basis of the work contained in this Scope of Work. The design of said improvements shall be in accordance with Caltrans and all other applicable standards. The High Occupancy Vehicle (HOV) Lane will be restriped to provide continuous access. All pedestrian facilities, including curb ramps, within the project limits must be in accordance with current Americans with Disabilities Act standards.

1.1-3 Detailed Project Description

For Segment 2, the following bridges may need to be widened to accommodate additional general purpose lanes:

Culver Drive UC (Bridge No. 55-0197)

The existing Culver Drive undercrossing bridge would be widened to accommodate additional lanes on the I-5.

Peters Canyon UC (Bridge No. 55-0663)

The existing Peters Canyon undercrossing bridge would be widened to accommodate additional lanes on the I-5.

Route 5/261 Separation (Bridge No. 55—0688)

The existing Route 5/261 Separation undercrossing bridge would be widened to accommodate additional lanes on the I-5.

Jamboree Road UC (Bridge No. 55-656)

The existing Jamboree Road undercrossing would be widened to accommodate additional lanes on the I-5.

El Modena-Irvine Channel (Bridge No. 55-0655)

The existing El Modena-Irvine undercrossing would be widened to accommodate additional lanes on the I-5.

1.1-4 Location and Limits

The project limits on I-5 between Post Mile 25.8 and Post Mile 30.3. The project is in the Cities of Irvine and Tustin and in the County of Orange.

1.1-5 Statement of Intent

It is the intent of the Authority to award a professional services contract to provide engineering services including supplemental environmental document as required, obtain environmental regulatory permits, preparation of PS&E for the I-5 Improvement Project.

1.2 STANDARDS

1.2-1 Latest Editions

CONSULTANT shall perform all services under the Agreement in conformance and in compliance with the latest Caltrans editions of applicable design and environmental standards.

1.2-2 Conflicts

In case of conflict, ambiguities, discrepancies, errors, or omissions among the reference materials obtained by CONSULTANT from other agencies,

CONSULTANT shall submit the matter to Authority for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by CONSULTANT prior to clarification by Authority shall be at CONSULTANT's risk and expense.

1.2-3 Roadway/Design

Roadway design shall be performed in accordance with all applicable Federal, State and local laws, rules, regulations, policies, procedures, manuals, standard plans and specifications, roadway maintenance and structure maintenance reports, and other standards that State would normally follow. Design Standard Decision Documents for non-standard features shall require approvals from Caltrans.

1.2-4 Drafting

Roadway and related plans shall be prepared in conformance with the latest versions of the Caltrans "Drafting and Plans Manual" and "CADD Manual." CONSULTANT is required to furnish .dgn files either at PS&E or as-built stage in the Microstation version currently in use by Caltrans at the time of submittal.

The size and clarity of lettering on plan sheets requires special attention, as final contract plans are half-size. Plans, which are illegible or otherwise difficult to read, are unacceptable.

Plans, Specifications and Estimates (PS&E)

PS&E shall be prepared in English units and in conformance with the most recent versions of the Caltrans Guide for the Submittal of Plans, Specifications, Estimates, Standard Plans, and Standard Specifications. As part of the work involved in the preparation of the PS&E, CONSULTANT shall prepare Special Provisions pertaining to items of work included in the plans that are not addressed in the latest Caltrans Standard Specifications and Caltrans approved Standard Special Provisions. CONSULTANT shall furnish the Special Provisions to Caltrans. Non-standard Special Provisions shall be prepared by CONSULTANT and shall require approval by Caltrans. Reports and PS&E items related to structures shall be submitted through Caltrans Office of Special Funded Projects (OSFP) as indicated in the OSFP Information and Procedures Guide and at the direction of the District 12 OSFP Liaison Engineer.

1.2-5 Reference Material

CONSULTANT shall utilize the following documents. Please note it is not the Authority's intent to provide a comprehensive list of resources; therefore, CONSULTANT shall also be responsible for ensuring they are using the most recent version of all reference material, including and addenda and errata.

- A Policy on Geometric Design of Highways and Streets (AASHTO)
- Southern California Regional Rail Authority Engineering Standards, Guidelines, and Standard Specifications
- American Railway Engineering and Maintenance of Way Association (AREMA) Standards
- Caltrans Highway Design Manual including Design Information Bulletins, and Design Memorandums
- Manual of Uniform Traffic Control Devices (MUTCD)
- California MUTCD
- Caltrans Division of Engineering Services Structures Manuals, including Information and Procedures Guide, Design Details, Aids, Practice and Memo to Designers Manuals
- Caltrans Project Development Procedures Manual
- Caltrans Environmental Guidelines & Manuals
- Caltrans Plans Preparation Manual
- Caltrans CADD User's Manual
- Caltrans Highway Planting and Irrigation Manual
- Caltrans Construction Contract Development Guide
- Caltrans Standard Plans and Standard Specifications
- Caltrans Storm Water Quality Handbooks
- Orange County Hydrology Manual
- Caltrans Right of Way (R/W) Engineering Procedures Handbook
- Caltrans R/W Manual
- Caltrans High Occupancy Vehicle Guidelines
- Caltrans Local Assistance Procedures Manual
- Caltrans Survey Manual
- Caltrans District 12 R/W Engineering Requirements for the Preparation of Documents and Maps
- Applicable Local Codes and Manuals
- Construction Best Management Practices (BMPs)
- Caltrans Signal and Lighting Guidelines, Changeable Message Sign Guidelines, Ramp Metering Guidelines, Communications Systems Guidelines and National Electrical Code.

1.3 DESIGN CRITERIA

The following is a general listing of specific criteria which shall be adhered to. This list is by no means comprehensive and other standards may apply.

1.3-1 Roadway

Design speed and other design criteria shall follow the latest Caltrans Highway Design Manual (HDM) guidelines as well as pertinent city standards.

1.3-2 Bridge & Retaining Walls

Design: AASHTO LRFD Design Specifications 6th Edition and the California Amendments, Seismic Design Criteria (SDC) latest edition.
Caltrans Bridge Design Memo to Designers, latest edition.

1.3-3 Surveys

CONSULTANT shall conduct all surveys in conformance with the Land Surveyor's Act and Caltrans Survey Manual for PS&E. Topographic mapping will be provided to CONSULTANT, only additional survey to verify monuments and design level survey will be required.

1.3-4 Material Report

CONSULTANT shall conform to the guidelines established by Caltrans Office of Materials Engineering and Testing Services (METS).

1.3-5 Drainage

Q25 for Design on-site drainage
Q100 for Design off-site drainage
Q50 for Design for bridge Deck Drain

SECTION 2

GENERAL CONDITIONS AND REQUIREMENTS

2.1 SCOPE OF WORK GENERAL CONDITIONS AND REQUIREMENTS

- 2.1-1** CONSULTANT shall carry out the instructions as received from Authority Project Manager and shall cooperate with Caltrans, the City of Tustin, the City of Irvine, and any other consultants working on this project.
- 2.1-2** It is not the intent of the foregoing paragraph to relieve CONSULTANT of his professional responsibility during the performance of this contract. In those instances where CONSULTANT believes a better design or solution to a problem is possible, CONSULTANT shall promptly notify Authority/Caltrans Project Managers of these concerns, together with the reasons therefore.
- 2.1-3** CONSULTANT is responsible for the accuracy and completeness of PS&E prepared for this project and shall check such material accordingly. While Caltrans will review the data and plans for conformity with Caltrans Design Standards, as well as conformance with California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements, the responsibility for accuracy and completeness lies with CONSULTANT.
- 2.1-4** Neither CONSULTANT nor its subcontractors shall incorporate materials, or equipment of single or sole source origin, other than those included in Caltrans Standards, into the design without the prior written approval of Caltrans.
- 2.1-5** The plans, specifications, designs, estimates, calculations, reports, and other documents furnished under this Scope of Work shall be of a quality acceptable to Caltrans and Authority. The minimum criteria for acceptance shall be a product of neat appearance that is well organized, technically and grammatically correct, and thoroughly checked in accordance with the Caltrans Quality Assurance/Quality Control (QA/QC) Procedures Manual. All work products shall clearly identify both the preparer and checker. The standards of appearance, organization, and contents of the drawings shall meet or exceed those of similar documents produced by Caltrans.
- 2.1-6** The page identifying preparers of engineering reports, the title for specifications and each sheet of plans, shall bear the professional seal, certificate number and expiration date, registration classification, and the signature of the professional engineer(s) responsible for their preparation.
- 2.1-7** To ensure the progress towards contract objectives and requirements, CONSULTANT will hold regular meetings with the Authority and Caltrans. If the original established schedule is insufficient, CONSULTANT will hold additional meetings as necessary. The primary purpose of these meetings is to discuss work objectives, CONSULTANT's work schedule, the terms of

the contract and other related issues. In addition, the meetings will serve as a forum for resolving any issues related to the PS&E development.

- 2.1-8** CONSULTANT may establish direct contact with governmental regulatory and resource agencies and others in order to obtain information, expertise, and assistance in developing baseline data and resource inventories. CONSULTANT shall maintain a record of such contacts and shall transmit copies of those records to Caltrans and Authority on a regular basis. At a minimum, these records shall be transmitted monthly or more frequently, when the content or extent of the records so warrants.
- 2.1-9** Caltrans and Authority will retain responsibility for final consultation, both informal and formal, with state and federal agencies regarding project mitigation and compensation proposals.
- 2.1-10** CONSULTANT shall comply with OSHA regulations regarding safety equipment and procedures, safety instructions issued by Caltrans, and the safety provisions included in the Caltrans Survey Manual. While working on the job site, CONSULTANT's personnel shall wear white hard hats, rubber soled shoes, and appropriate safety vests. In the case of a discrepancy between the Caltrans and OSHA requirements, the more stringent regulation shall apply.
- 2.1-11** CONSULTANT shall designate a Surveys Manager who will coordinate CONSULTANT's surveying operations. The Surveys Manager shall be responsible for all matters related to CONSULTANT's surveying operations, but shall coordinate with CONSULTANT's Project Manager.
- 2.1-12** Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyors Act and the Caltrans Surveys Manual. In accordance with the Act, "responsible charge" for the work shall reside with a pre-January 1, 1982, Registered Civil Engineer or a Licensed Land Surveyor, in the State of California.
- 2.1-13** CONSULTANT shall designate a Construction Lead, who is a qualified Construction Management professional, to lead constructability and biddability reviews.
- 2.1-14** In the case of conflicts between the instructions contained in this Scope of Work and those found in the Bridge Memos to Designers, the instructions in this Scope of Work take precedence.
- 2.1-15** Where this Scope of Work requires CONSULTANT to prepare and submit studies, reports, plans, etc., to Caltrans and Authority, these materials shall be submitted in draft as scheduled, and the opportunity provided for the Authority and Caltrans to direct revisions, prior to final submission.
- 2.1-16** Throughout the design of this project, CONSULTANT will consider least cost alternatives analysis for major project components, where appropriate.

2.1-17 The CONSULTANT's team shall be responsible for supporting and assisting Authority staff in the Board of Directors (Board) approval process during the preparation of the PS&E. These may include but are not limited to: providing Project materials for Board packages, assisting and/or making Board presentations, researching/investigating of information requested by the Board, and attending additional meetings/workshops, as necessary. CONSULTANT's team shall also be responsible for supporting Authority with coordinating with corridor cities regarding various issues related to the Project.

2.1-18 Authority Project Manager will administer CONSULTANT contract and provide general direction to CONSULTANT. Caltrans is responsible for providing Quality Assurance as well as final approval of the PS&E, required reports, and work product.

2.1-18 Following material may be furnished by Caltrans/Authority (as available):

- Existing aerial photographs and negatives
- Existing survey control data and site survey information (hard copy and electronic files) including survey control maps, coordinate control maps, existing right-of-way maps, existing monument maps, existing land-net information and any pertinent records of information
- Existing Caltrans Detailed Seismic Revisions Data Sheets
- Existing maintenance reports
- Existing as-built Logs of Test Borings
- Existing noise data
- Existing Materials Data and Foundation Reports
- Approved Project Report and approved Design Standards Decision Documents
- Approved Environmental Document
- Pertinent correspondence
- Caltrans standard CADD cell library including bridge, geometric, landscape, project plans, R/W, and traffic/electrical (hard copy and electronic files)
- Caltrans District CADD cell library (hard copy and electronic files)
- Caltrans Headquarters/District font library
- Caltrans CADD plotting pen tables
- Caltrans CADD seed file
- Available aerial mapping for the entire project limits (hard copy and electronic files) in proper format

- Current Standard Special Provisions (hard copy and electronic files)
- Monument disks, plugs, tags, and marker posts
- Current Traffic Counts and Traffic Projections

2.1-19 Following is work which is to be performed by Caltrans:

- Communications with the Federal Highway Administration
- Review and Process for approval Design Standard Decision Documents (DSDDs).
- Provide all Survey Controls
- Input Construction Cost Estimate into Basic Engineering Estimate System (BEES)
- Technical reviews of work and deliverables (technical and office engineers)
- Review and Process for approval Exceptions to the Encroachment Policy
- Analysis and recommendations for rehabilitation work on existing ramps to be widened
- Perform Safety Review during design and construction
- Perform Constructability Review
- Perform Biddability Review
- Caltrans will be the lead agency for CEQA and NEPA

SECTION 3

STATEMENT OF WORK

3.1 TASK 1 – PROJECT MANAGEMENT / COORDINATION / ADMINISTRATION

This task covers project management services including the requirements for meetings, schedules, progress reports, invoicing, and administration of CONSULTANT's work.

3.1-1 Coordination/Administration

3.1-1a Coordination and Meetings

Meetings with affected parties shall be held to discuss issues pertinent to analysis, design, and effects of the Project. During these meetings, Authority and Caltrans may provide direction for development of the PS&E.

CONSULTANT shall participate in the following meetings:

Project Development Team (PDT) Meetings with Authority and Caltrans shall be held on a monthly basis to discuss policy, procedural and freeway-specific issues. CONSULTANT shall bring progress plans and presentation materials as appropriate.

Design Refinement Workshop process. Consultant shall perform Design Refinement Workshop process for evaluating potential design refinements to the project. These workshops will include all relevant presentation materials and include development of Design Refinement Selection matrices.

Agency Coordination/Technical Workshop Meetings shall be held as needed to discuss technical issues with specific agencies. CONSULTANT shall bring progress plans and presentation materials as appropriate.

Right-of-Way Coordination Meetings shall be held before starting work between CONSULTANT and the Chief of Caltrans District 12 R/W Engineering (CHIEF). Thereafter monthly progress meetings shall take place between CONSULTANT and the CHIEF at District 12 headquarters. An emergency meeting may be called at any time to address pressing problems.

Constructability Workshop Meetings shall be held with Authority and Caltrans to present, discuss and resolve constructability issues to minimize construction change orders. CONSULTANT shall present progress plans and specifications prior to the 65% and 95% submittals. Provide special presentation materials as needed to convey and resolve constructability issues.

Safety Review Meeting shall be held with AUTHORITY and Caltrans at the 65% and 95% submittal only.

Deliverables:

Following are the meeting materials which CONSULTANT will be responsible for preparing and providing:

- Notices
- Agendas
- Handouts
- Minutes
- Progress plans

3.1-1b Administration

Following are administrative duties which shall be performed by CONSULTANT:

- Supervise subcontractors, coordinate, and monitor work for conformance with Caltrans standards and policies.
- Apply for and obtain Caltrans encroachment permits necessary for CONSULTANT to be on the jobsite.
- Apply for and obtain City approvals and permits as required.
- Prepare, circulate, and file correspondence and memoranda as appropriate.
- Prepare and update Project Risk Register, including Risk Register Certification Form.
- Maintain Project files using the Caltrans Uniform File System.
- Thirty days after Notice to Proceed, CONSULTANT shall submit the Project Master Schedule to Authority and Caltrans Project Managers. Section 3.1-2 contains description of the Master Schedule.

3.1-2 Schedules

CONSULTANT shall submit an initial Project Master Schedule. Following approval by Authority, this schedule will become the Project Schedule. The approved Project Schedule shall be displayed on the Project Master Schedule updates. The following elements must be included by CONSULTANT in the Schedule:

- Work items and deliverables identified in accordance with a Work Breakdown Structure (WBS) as developed by CONSULTANT and approved by Authority
- Work items of agencies and other third parties that may affect or be affected by CONSULTANT's activities
- Schedule shall provide adequate time for Authority and Caltrans review, based on standard practices.

- Resource loading of work items in work hours to show the effort required to perform the work. Resource loading shall be used to develop plan and actual progress curves
- The Project Master Schedule shall include all data necessary to represent the total Project and the critical path shall be clearly identified
- The order, sequence, and interdependence of significant work items shall be reflected on the Project Master Schedule
- The following list of major tasks shall be used to develop the Project Master Schedule:
 - Task 1 – Project Management/Coordination/Administration
 - Task 2 – 35 Percent PS&E
 - Task 3 – Unchecked Details PS&E (65 Percent) Submittal
 - Task 4 – Initial PS&E (95 Percent) Submittal
 - Task 5 – Final PS&E (100 Percent) Submittal
 - Task 6 – Construction Bidding Phase
 - Task 7 – Construction Support Phase
 - Task 8 – Project Closeout

Major tasks should be broken down into subtasks as warranted. Decision dates will be included in the schedule.

CONSULTANT shall submit a copy of the Project Master Schedule to the Authority Project Manager for review and approval and a copy to Caltrans for information. Monthly schedule updates will be part of the Progress Report and will be in accordance with the requirements shown in Section 3.1-3.

Deliverables:

- Project Master Schedule

3.1-3 Progress Reports

At the end of each month, CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables completed or estimated progress toward completion. Progress payments will be based upon percent complete of the major tasks identified.

CONSULTANT shall submit one copy of a monthly Progress Report to the Authority Project Manager consisting of a written narrative and an updated bar-chart format of the Project Master Schedule. This report shall be received no later than the tenth (10th) calendar day of the month.

The narrative portion of the monthly Progress Report shall describe overall progress of the work, discuss significant problems and present proposed corrective

action and show the status of major changes.

All schedule tasks will be updated to reflect current percent complete. If the latest completion time for a significant work item does not fall within the time allowed by the original Project Master Schedule, the sequence of work and/or duration shall be revised by CONSULTANT through concurrent operations, additional staffing or overtime, until the resultant schedule indicates that all significant project completion dates shall be met. If during the course of the work, CONSULTANT falls behind in overall performance in accordance with the current schedule, a project management meeting will be called to determine the cause. If cause is found to be due to CONSULTANT performance, payment to CONSULTANT may be withheld pending the submittal of an action plan outlining the steps which will be taken to correct the identified delay(s). The initial Project Master Schedule, referenced in Section 3.1-2, as agreed to by Authority shall become the project. The target schedule shall be displayed on the updated Project Master Schedule.

Deliverables:

- Monthly Progress Report

3.1-4 Design Quality Management Plan

CONSULTANT shall prepare, implement and maintain a Design Quality Management Plan (DQMP) throughout the services under this Agreement. The DQMP will establish Quality Assurance (QA) and Quality Control (QC) processes and procedures; describe how the quality of the work products will be managed to minimize or eliminate errors and omissions; ensure that all design reports, studies, plans, specifications, quantities, estimates and other design documents are complete, accurate, consistent, checked, and reviewed; and will be prepared to an acceptable quality of the Authority.

The Authority encourages a commitment to quality throughout the preparation of Plans, Specifications & Estimates (PS&E) for the project.

At a minimum, the DQMP shall address the following:

1. Quality Commitment: management commitment and message to achieve a quality culture and promote quality practices throughout the project delivery process.
2. Project Initiation and Early Activities: Ensure that the proper design criteria, guidelines, standards, specifications, directives, etc. are properly implemented throughout the entire Design Team at all times. Ensure that all field activities use equipment that is properly maintained and calibrated in accordance with the manufacturer's guidelines.
3. Constructability and Biddability: Commit a qualified Construction Management professional(s) to the project who will lead constructability and biddability reviews for the duration of the project including performing reviews at all milestone submittals.
4. QA Manager: Commit a QA Manager to the project who is qualified to implement the DQMP and oversee the DQMP compliance and conformance of

the entire project team, conduct internal surveillances and audits of the entire design team, monitor quality performance, identify when and where corrective action is required, follow up on corrective action to ensure compliance, and actively engage in the Authority surveillances and audits. QA Manager shall identify critical reviews in the Project Master Schedule.

5. QC:

- a. Provide the QC Processes for checking and reviewing design documents. A discipline review shall precede the inter-discipline review but the constructability review maybe sequential with the inter-discipline review. Should design documents be reviewed using electronic commenting tools, they should identify the reviewer (person making comment), date/time of comment and if possible, resolution.
- b. Provide QC Procedures for complete and independent checking, back checking, correction and verification of all types of calculations, drawings, reports, specifications, quantities and estimates. Establish an appropriate means to avoid conflicts and misalignments between existing facilities and proposed improvements. Provide checklists and ensure use when performing the quality control reviews.
- c. Maintain a communication plan and a project organization chart to adequately and consistently interface with the internal development of the design within all disciplines of work and all external stakeholders.
- d. Maintain a review comment tracking system that encourages complete resolution of all comments and prevents any review comment from not being resolved.
- e. Maintain and Action Item Register from the beginning of the project throughout the completion of the approved final design.
- f. Maintain a Risk Identification, assessment and mitigation log from the beginning of the project. Note all design assumptions as a risk on the log and consider each risk as part of the contingency planning.

6. QA:

- a. Each deliverable shall be verified and certified by the QA Manager and Project Manager as being prepared and checked in accordance with the approved DQMP. A QA Certification shall accompany each submittal.
- b. Identify critical path items and critical reviews in the Project Master Schedule.
- c. The QA Manager shall demonstrate that he/she is qualified to implement the DQMP.

7. Document Control:

- a. Establish an electronic Document Management System that will be used to maintain and store project files and quality records. Define who will

maintain the files and how subconsultants will have access, if they have access.

- b. Drawing quality records shall be marked clearly as being checked, signifying that the preparation of the work products followed the DQMP established for the project.
 - c. Quality records and documentation shall be maintained and provided to Authority upon request. CONSULTANT shall provide an itemized list of submittal documents, a schedule of the quality control activities and a design change control log, when requested
 - d. Maintain interface documentation, meeting notes and correspondence.
 - e. Establish a Resident Engineers file containing critical elements such as Survey files, Permitting information, Structures details, Cost Estimate backup, Right-of-Way and Utility agreements, etc.
8. Demonstrate how Project Management, production and Quality Management will cooperate with and participate in QA surveillances, audits and other monitoring performed by Authority. Provide documentation to Authority in advance of any planned QA surveillance or audit, as requested.
9. Implementation and Training: Ensure that CONSULTANT and subconsultant staff are trained to properly implement, execute and maintain the approved DQMP processes and procedures. Maintain a training log of materials and attendees.

Within 30 days of receiving the Notice to Proceed, CONSULTANT shall submit a complete DQMP for review and approval by the Authority and Caltrans. The DQMP should identify if Subconsultants have their own DQMP that they will follow for their work. The CONSULTANT DQMP must be approved prior to all submittals.

Deliverables:

- hard copies and an electronic copy of the DQMP

3.1-5 Project Management Plan

CONSULTANT shall prepare a Project Management Plan. Within thirty (30) days of receiving Notice to Proceed, CONSULTANT shall prepare a Project Management Plan for this PS&E, including a Communication Plan and a Risk Management Plan.

Deliverables:

- Project Management Plan

3.2 TASK 2 – 35% PS&E

3.2-1 Data Collection

CONSULTANT will collect existing topographic maps, as-built drawings, reports, and other available materials. CONSULTANT will request data from the cities of Tustin and Irvine, Caltrans, the County, and other agencies, as appropriate.

Deliverables:

- As-built drawings, reports, and other records

3.2-2 Permit Applications

CONSULTANT will prepare permit applications and secure encroachment permits for surveying, geotechnical investigations, and construction. Possible permits required for this project include:

- City and State Encroachment Permit
- National Pollutant Discharge Elimination System (NPDES) General Construction Activity Stormwater Permit
- Environmental clearance permits for construction as needed per the Draft Project Report and Environmental Document. Although this project will award two separate contracts for two different segments, only one permit application will be submitted to each permitting agency. The environmental permits will be prepared by the Segment 2 and coordinated amongst both segments.

Deliverables:

- Prepared Permit Applications
- Secure all required permits

3.2-3 Geometric Workshop

CONSULTANT will conduct a workshop with Caltrans District 12 staff, the Caltrans Safety Review Committee representatives, the geometric reviewer, Caltrans District 12 District Design Liaison and Caltrans Headquarters Project Development Coordinator (if needed) and City staff to present and obtain consensus on the geometrics for proposed project design for the assigned segment. CONSULTANT will identify and clarify any major non-standard features.

Overhead sign and message concepts will be evaluated in conjunction with the refined geometry and will be provided for review as part of geometric workshop.

Deliverables:

- Collateral Materials for Geometric Workshop

3.2-4 Design Standard Decision Document (formerly Fact Sheet)

CONSULTANT will prepare supplemental Design Standard Decision Document for non-standard design features not included in Design Standard Decision Document approved in the PA/ED phase of this project.

Deliverables:

- Supplemental Design Standard Decision Document(s)
- Project Engineer's reasoning for all permissive non-standard design items

3.2-5 Design Surveys

CONSULTANT will perform design surveys during this phase. Authority may provide recent photogrammetric mapping in English units. New mapping is anticipated. CONSULTANT will obtain the necessary permits to perform aerial topographic mapping for the entire corridor that will be coordinated amongst both segments. The aerial topographic mapping will cover all areas of the proposed improvements and provide sufficient data to support preparation of the PS&E.

Topographic mapping will be provided from aerial photogrammetry. Design-level topography will be compiled at a scale of 1"= 50' with two (2) foot interval contours in accordance with Caltrans Photogrammetric Mapping standards. In accordance with the Department's "Required Materials to Review Consultant Photogrammetric Mapping" document (available at the Department's district office), submittals to the District Photogrammetry Coordinator at the Caltrans District Office for review and approval shall include but not be limited to: flight planning, ground control, aerotriangulation, final map compilation and photo index map delivery. Mapping will meet the latest requirements in "ASPRS Accuracy Standards for Large Scale Maps" and will be provided in Microstation format including a digital terrain model (DTM), and color digital ortho-rectified imagery with 0.5' pixel resolution. Field quality control surveys will be run and analyzed to demonstrate surveying and mapping conformance to Caltrans accuracy standards and specifications. Said quality control surveys shall be provided to the District photogrammetry coordinator for review.

Caltrans shall designate the existing horizontal and vertical control monuments that are to be the basis of CONSULTANT performed surveys. Caltrans shall provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT shall adjust CONSULTANT performed surveys to the designated control monuments and their values. No other control shall be used by CONSULTANT.

The limits of topographic mapping assumed for this scope of work extend from south of Yalle Avenue to State Route 55, to a width of 300 feet from the R/W line in each direction. Similarly, topographic mapping will extend along the local streets and interchanges where improvements are included as depicted in the Project Report and Environmental Document for the project.

Upon receipt of the Survey Control Data from Caltrans, CONSULTANT shall verify

the physical existence of the Monument Control Points and, if necessary, re-establish such Control Points.

CONSULTANT will perform detailed field surveys of existing street and drainage features. The Surveys Manager will coordinate with the Design Engineer to establish limits of work. Cross sections and tie-in surveys will ensure accurate design fit and smooth transitions from existing roadway and infrastructure features.

CONSULTANT will verify survey results and then transmit them in MicroStation 3D DGN and DTM formats, along with ASCII point and station-offset files of all field survey ties. All work and files will be based on project coordinate control and in accordance with Caltrans Surveys and Right-of-Way Manuals, and Caltrans District 12 R/W Engineering Requirements for the Preparation of Documents and Maps.

CONSULTANT will survey Geotechnical Boring locations to verify these locations (see Task 3.2-6 Geotechnical Exploration Plan).

CONSULTANT will survey locations of utility potholes (see Task 3.2-11 Utilities) and overhead utility lines that cross the improvements or near any pile construction locations.

Deliverables:

- Aerial Topographic Mapping Base File
- Design surveys

3.2-6 Geotechnical Exploration

CONSULTANT will prepare and submit a geotechnical review and exploration plan for the Authority and Caltrans review. CONSULTANT will obtain permits-to-enter prior to exploration. CONSULTANT will conduct subsurface investigation and evaluate the results in accordance with Caltrans testing criteria. CONSULTANT will analyze the results and present them in the geotechnical report (see Task 3.3-9a Geotechnical Design Report).

A Water Pollution Control Plan will be prepared by CONSULTANT to accompany the Caltrans encroachment permit.

Deliverables:

- Geotechnical Exploration Plan
- Permits-to-enter
- Water Pollution Control Plan

3.2-7 Roadway Plans

CONSULTANT will prepare 35 percent level layouts, profiles, superelevation diagrams, typical sections, and ROW requirements for the assigned segment. All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval.

Deliverables:

- 35% Roadway Plans – 10 sets
- Sign and lighting Concept strip map

3.2-8 Preliminary Foundation Reports

To assist in Structure Type Selection, CONSULTANT will prepare a Preliminary Foundation Report, in accordance with Caltrans Office of Structural Foundations requirements. This report shall include a summary of the exploration program, description of the site geotechnical issues, and recommendations for foundation design and construction including special design retaining walls, if appropriate.

Deliverables:

- Preliminary Foundation Report

3.2-9a Structure Type Selection

CONSULTANT will prepare the Structure Type Selection documents for bridges and special design retaining walls. Bridge and special design General Plans to comply with the most current Caltrans guidelines.

The Type Selection Report will include a discussion of foundation and falsework requirements, seismic and aesthetic considerations, traffic handling requirements and alternatives, and construction cost and staging. In addition, CONSULTANT will develop an order-of-magnitude construction cost estimate. Anticipated construction methods will be identified in the Type Selection process and coordinated with the project geometry.

CONSULTANT will submit Type Selection documents to the Caltrans Office of Special Funded Projects (OSFP) for review and approval.

Deliverables:

- Bridge Type Selection Reports
- Special Design Retaining Walls

3.2-10 Bridge Type Selection Meeting and Approval

CONSULTANT will attend a Type Selection review meeting at Caltrans Headquarters in Sacramento to finalize structure type, foundations, seismic design, aesthetics, and traffic handling plans.

CONSULTANT will summarize and submit meeting proceedings to the liaison engineer within one week for written Type Selection approval. The meeting summary may update or supplement the Type Selection Report.

Deliverables:

- Type Selection Meeting Minutes

3.2-11 Utilities

CONSULTANT will coordinate and work closely with the public agencies and utility companies to determine the need to relocate impacted facilities, using Caltrans policy for high- and low-risk utilities. It is assumed the utility companies will perform relocation design for their own facilities and the CONSULTANT will coordinate with the utility agencies to ensure the latest proposed utility relocation design is correctly identified in the plans and specifications, as needed. CONSULTANT will perform test holes of existing high- and low-risk utilities that are within fifty (50) feet of the proposed improvements or cross the improvements, and prepare and distribute utility base maps to affected utility owners for confirmation and determination of any needs for relocations.

If necessary, CONSULTANT will conduct a utility relocation feasibility study to evaluate existing systems and optimize relocations. CONSULTANT is responsible for coordinating electrical service points of connection with the electrical utility company. A test hole location map will be prepared summarizing the planned test hole locations. Any required agency encroachment permits and traffic control plans will be prepared by the CONSULTANT.

If utilities are required to be relocated, the R/W Utility Coordinator will provide the prior rights determination and prepare the utility relocation documents (Relocation Claim Letters, Reports of Investigation, Notice to Owners, Utility Agreements, Joint Use Agreements, Consent to Common Use Agreements). The R/W Utility Coordinator will also be responsible for all coordination with the utility companies for cost liability and relocation schedules.

CONSULTANT shall prepare Independent Cost Estimate (ICE) to support utility relocations required for the PROJECT.

Deliverables:

- Utility base maps
- Utility conflict maps with test hole information

- Utility conflict matrix for all utilities within the project limits
- Utility plan sheets
- Independent Cost Estimates

3.2-12 Hazardous Waste

CONSULTANT shall address hazardous soil contaminants (aerially deposited lead [ADL]) and structural and striping materials (polychlorinated biphenyls [PCBs], mercury, lead-based paint [LBP]) and contaminated wood posts for roadside signs and metal beam guard rails that may be encountered during project construction. Asbestos containing materials (ACM) related to buildings and private properties will be addressed by the Authority's right-of-way consultant. In addition, there is a potential that gasoline-impacted soil could be encountered during excavation activities near or at several properties throughout the project limits. Following the completion of Preliminary Site Investigations at these properties in the PA/ED phase, it is possible that Detailed Site Investigations will be required during the PS&E phase.

Deliverables:

- Work plan, report, plans and specification for handling of ADL soil.
- Work plan, report, and specifications for survey of PCB at transformers.
- Specification for the handling of potential contamination of PCB at transformers
- Work plan, report, and specification for handling asbestos, LBP, and PCB/mercury/chlorofluorocarbon (CFC) containing equipment on building structures that are located within parcels that will be acquitted
- Work plan, report, and specification for Detailed Site investigation at properties with potentially contaminated soil, if needed.

- Hazardous Materials Disclosure Document – Acquisition (Env-0001-A) Form for each parcel and Request for Acquisition of Contaminated Property (Env-002) Form (if needed)

3.2-13 Conceptual Landscape and Structure Aesthetics Plan

CONSULTANT will prepare conceptual aesthetic treatment plan for retaining walls, structures, and soundwalls.

CONSULTANT will prepare a concept landscape plan at a scale of 1"=50' depicting planned replacement planting disturbed by the grading and construction limits. Planting will be based on the Authority's Master Plan of Freeway and Transit

Corridor Enhancements. This task will also include research and investigation of existing features, field review, attendance at landscape concept coordination meetings, and preliminary cost estimate preparation. The primary purpose of this task will be to establish general landscape parameters for purposes of designing the backbone irrigation system to be constructed by the Highway contract. The Highway Planting and Irrigation System to be constructed by the Highway Planting contract will be a separate PS&E package as described in Section 3.3-7 in this scope of work. A landscape concept plan will also be coordinated amongst both segments.

Deliverables:

- Conceptual Aesthetics Treatment Plan
- Landscaping Concept Plan

3.2-14 Lighting Concept Strip Maps

Consultant will prepare Lighting Concept Strip Maps at a scale of 1"=50' depicting locations for all lighting that are part of the project. This task will also include research and investigation of existing lighting, field review, attendance at lighting concept coordination meetings, and preliminary cost estimate preparation. The primary purpose of this task will be to establish general lighting parameters for purposes of designing the lighting system to be constructed by the Highway contract.

Deliverables:

- Conceptual Lighting Concept Strip Maps

3.3 TASK 3 – DRAFT PS&E (65%) SUBMITTAL

3.3-1 Roadway Plans

CONSULTANT will incorporate all reviewing agency comments from the 35% submittal into the roadway plans and estimates. Where it is not possible or desirable to incorporate certain comments, CONSULTANT will provide an explanation. All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval. Material with Aerially Deposited Lead (Existing and Placement) will be prepared as part of the Construction Details plan sheets as required by the Aerially Deposited Lead Report.

CONSULTANT will also submit final plans for Caltrans Safety Review and participate in the safety review/disposition meeting. CONSULTANT will provide status of incorporation of plan and specification features in accordance with the Environmental Commitments Record.

Deliverables:

- Title Sheet – 10 sets
- Typical Cross Sections - 10 sets
- Key Map and Line Index - 10 sets
- Layout Plans – 10 sets
- Profiles and Superelevation Diagrams – 10 sets
- Construction Details – 10 sets
- Contour Grading – 10 sets
- Summary of Quantities - 10 sets

3.3-2 Drainage Plans

CONSULTANT will prepare a drainage report to address the existing drainage condition and the proposed mitigation and design. This report shall consider both onsite and offsite systems. CONSULTANT will prepare drainage plans, profiles, and quantities based on the drainage report. To address storm water quality (NPDES & Caltrans) requirements, consultant shall prepare a Storm Water Data Report (SWDR). The drainage, SWDR, temporary water pollution control, and erosion control plans will be prepared in accordance with Caltrans Standard Drainage Plans and Quality Sheets guidance. CONSULTANT shall also prepare temporary drainage plans where needed. All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval.

Deliverables:

- Drainage Report – 10 copies
- Drainage Plans, Profiles, Details, and Quantities – 10 sets
- Storm Water Data Report -10 copies
- Temporary Water Pollution Control Plans – 10 sets
- Temporary Drainage Plans – 10 sets
- Erosion Control Plans – 10 sets

3.3-3 Stage Construction, Traffic Handling, Detour, and Construction Area Sign Plans, and Transportation Management Plan (TMP)

The objective of the TMP is to provide continuous traffic circulation and access, with adequate space for safe and efficient construction.

Segment-specific TMP

The CONSULTANT will develop a traffic management plan (TMP) that includes elements specific to the segment being designed and coordinated amongst both segments for consistency. The TMP addresses traffic detours and traffic operations during the construction phase. The TMP will be coordinated with the impacted cities, Caltrans, and other stakeholders, including the California Highway Patrol. Stage Construction and Detour Plans will include construction detour routes. Traffic studies conducted as part of the final environmental document process should be reviewed in advance of developing the TMP to ensure that any specified mitigation is incorporated. All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval.

Deliverables:

- Transportation Management Plan – 10 copies
- Stage construction and traffic handling/detour plans, profiles, details, and quantities – 10 sets
- Detour layouts, profiles, and super elevation diagrams – 10 sets, as required
- Construction area signs – 10 sets

3.3-4 Pavement Delineation Plans

CONSULTANT will prepare pavement delineation plans to identify locations of painted and thermoplastic stripes and markings, pavement markers, and delineators. All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval.

Deliverables:

- Pavement Delineation Plans, Details, and Quantities – 10 sets

3.3-5 Sign Plans

CONSULTANT will prepare Sign Plans to show existing and proposed new signs. The plans will include sign details and quantity sheets. Overhead sign structures shall be designed based on the locations shown on the 35% Sign Concept Strip

Maps. All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval.

Deliverables:

- Sign Plans, Details, and Quantities – 10 sets

3.3-6 Electrical Lighting, Traffic Signal, Ramp Metering, Traffic Monitoring, and Communication System

CONSULTANT will prepare plans for safety lighting (Caltrans and Cities), traffic signal, ramp metering, traffic monitoring stations, CCTV and communication systems. CONSULTANT will coordinate with Caltrans to ensure that ramp meter and electrical designs will accommodate future traffic monitoring features within the project limits. Freeway Lighting shall be designed based on the locations shown on the 35% Lighting Concept Strip Maps. All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval.

CONSULTANT will identify and prepare plans for temporary highway lighting and temporary/staged electrical/communication systems (e.g. ramp metering, traffic monitoring stations, CCTV, changeable message signs and fiber optic communication) that maintain existing highway safety lighting and maintain the communication of traffic information to the Traffic Management Center throughout all stages of construction. Temporary traffic signal plans will be prepared if the stage construction/traffic handling significantly affects the traffic movements through the intersection, or if a temporary detour route warrants a temporary traffic signal.

Deliverables:

- Lighting Plans and Details – 10 sets
- Ramp Metering Plans and Details – 10 sets
- Traffic Signal Plans and Details -10 sets
- Changeable Message Sign System – 10 sets
- Electrical Services (Irrigation) System – 10 sets
- Temporary Electrical Plans – 10 sets

3.3-7 Planting and Irrigation Plans

CONSULTANT will prepare planting and irrigation plans to include replacement planting and irrigation in those landscaped areas disturbed by construction. Specimen trees will replace any mature trees that are removed by the project. The determination of the size and quantity of the replacement trees will be by the District 12 Landscape Architect. If it is determined that the cost for highway planting and irrigation will exceed \$200,000, a separate highway planting contract for

construction will be required. The contract documents will include all that is needed for a standalone PS&E for Caltrans to bid the highway planting as a separate contract. All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval.

CONSULTANT will prepare Erosion Control and Maintain Existing Highway Planting Plans, and Irrigation Plans for the appropriate permanent backbone irrigation system and temporary irrigation systems for the Highway construction contract.

Deliverables:

- Highway Planting and Irrigation Plans and Details – 10 sets
- Erosion Control and Maintain Existing Highway Planting Plans, and Irrigation Plans (Highway contract) - 10 sets

3.3-8 R/W Engineering Services

R/W Engineering Services will be required as described in the sections below.

3.3-8a Location

Establishment of the existing R/W for I-5 as defined by the project limits. All boundary establishment shall be documented on a Before Condition Record of Survey per section 3.3-8c4 below.

Various Partial Fee, Permanent Easements and Temporary Construction Easements will be needed throughout the entire length of the project limits. All acquisitions - shall be documented on R/W Maps per section 3.3-8c-6 below.

3.3-8b References

- Ref 1. Caltrans R/W Manual (with special attention to Chapter 6 - R/W Engineering)
- Ref 2. Caltrans Surveys Manual
- Ref 3. Caltrans Plans Preparation Manual, Chapter 4 – Right of Way Engineering
- Ref 4. Caltrans District 12 R/W Engineering Requirements for the

Preparation of Documents and Maps

- Ref 5. Caltrans District 12 R/W Engineering CADD Standards
- In the event of conflict between Ref 1, 2, 3 and Ref 4, 5 - the latter shall prevail.

3.3-8c Activities

In compliance with the above references and as project needs dictate, CONSULTANT shall perform the following:

3.3-8c-1 Perform Record Data Search

Search ownership of impacted properties, analyze ownership deeds, field notes, and survey maps contained in State, County, and City files.

3.3-8c-2 Obtain Title Reports

Obtain title reports for all parcels impacted by proposed R/W requirements. Obtain updated title reports prior to the approval of the R/W Appraisal mapping.

3.3-8c-3 Perform Land Net Recovery and Field Ties

Field and related survey effort necessary to search, recover, describe, and tie-in controlling land survey monuments. (See "State R/W Boundary Establishment" Ref 4)

3.3-8c-4 Prepare Land Net Map - "Before Condition" Record of Survey

This activity is required by the Professional Land Surveyors Act and involves the production and filing of the "Before Condition" Record of Survey. (See "Records of Survey" Ref 4)

3.3-8c-5 Perform Monument Perpetuation Surveys

This activity is required by the Professional Land Surveyors Act and includes:

- Preparation of lists of monuments threatened with destruction.
- Referencing threatened monuments with tie-outs for perpetuation through construction.
- Setting replacement monuments after construction to effect said perpetuation.

All reset replacement monuments shall meet the requirements described

below under the activity "Final Monuments".

The "Before Condition" Record of Survey (See "Records of Survey" Ref 4) shall be the instrument on which tie-outs are documented prior to construction. In the cases where swing ties or tangent over ties are the method of tie-out, each monument tied out using these methods shall clearly be shown as a separate "Detail" on the "Before Condition" Record of Survey.

3.3-8c-6 Prepare Right of Way Maps – Caltrans to prepare. Consultant to coordinate with Caltrans.

3.3-8c-4 Prepare Acquisition Documents – Caltrans to prepare. Consultant to coordinate with Caltrans.

3.3-8c-8 Right of Way Design Support

To support acquisition of R/W requirements, CONSULTANT shall prepare R/W exhibit per impacted parcel that displays the R/W needs on both aerial photo and design topography, Cover Letters that describe the TCE needs in detail, and coordinate with Caltrans Design on the preparation of PD-26 packages for R/W Appraisal Maps. CONSULTANT shall participate in R/W workshops with the AUTHORITY.

Perform field staking of R/W requirements on properties upon request.

CONSULTANT shall coordinate with Caltrans Right of Way Engineering for the review of R/W appraisal mapping and legal descriptions for approval.

Deliverables:

- Record of Survey
- Title Reports
- PD-26 R/W Requirement Maps
- R/W exhibits (Cut sheets)
- Cover Letters
- Deeds

3.3-9 Geotechnical and Foundation Reports

3.3-9a Geotechnical Design Report (GDR)

CONSULTANT will prepare a report discussing the geotechnical design basis of the project and recommendations for design and construction of standard earth retaining structures, cut, and fill slopes, pavement, and drainage facilities. This report will be submitted to Caltrans for review. CONSULTANT will address any comments stemming from this review and

prepare a final draft. All calculations supporting the design recommendations will be included as an appendix to the GDR. The report will include infiltration testing for any potential BMP infiltration basins.

Deliverables:

- Draft/Final Geotechnical Design Reports

3.3-9b Foundation Reports for Bridges, Retaining Walls, Overhead Sign Structures and Traffic Signals

CONSULTANT will prepare a Foundation Report based upon Type Selection comments and additional information from the GDR analyses. Logs of test borings will be included as 11-inch by 17-inch plans. A Foundation Report will be prepared for bridges, special design retaining walls, and stand-alone overhead sign structures and traffic signals.

Deliverables:

- Draft/Final Foundation Reports

3.3-9c Materials Report

CONSULTANT shall prepare a report discussing the pavement structure recommendations and/or pavement studies for the project. This report shall be submitted to Caltrans for review. CONSULTANT shall address any comments stemming from this review and prepare a final draft. All calculations supporting the recommendations shall be included as an appendix to the Materials Report.

Deliverables:

- Draft/Final Materials Reports

3.3-10 Bridge and Special Design Retaining Wall Plans (Unchecked Details)

CONSULTANT will prepare layout plans and structural details for the modification of Bridges and special design retaining walls.

Bridge design will be in accordance with Caltrans Seismic Design Criteria, Bridge Design Specifications, Memos to Designers and Bridge Design Details Manual. Details and construction specifications will be prepared in accordance with Caltrans Standard Plans, Standard Specifications, and Standard Special Provisions.

CONSULTANT will update the bridge General Plan estimate to verify its ongoing validity.

Deliverables:

- Unchecked structure plans –10 reduced sets
- Electronic copy of Unchecked Structures Plans

- Updated Structures Cost Estimate

3.3-11- Retaining Wall Plans

CONSULTANT will prepare retaining wall layout plans, profiles and structural details for the walls specified along the project route. Plans will incorporate aesthetic details consistent with the Conceptual Aesthetics Treatment Plan.

CONSULTANT will prepare draft technical special provisions for the retaining walls.

Deliverables:

- Retaining Wall Plans, Details, and Quantities – 10 reduced sets

3.3-12 Soundwall Plans

CONSULTANT will prepare soundwall plans and details for proposed soundwalls (if any) specified along the assigned segment. Coordination with the adjacent segments is a requirement. CONSULTANT will prepare draft technical special provisions for the soundwalls.

Deliverables:

- Soundwall Plans, Details and Quantities – 10 reduced sets

3.3-13 Utility Plans

CONSULTANT will prepare and update the utility conflict maps as a result of the coordination, reviews and potholing done during the 35% PS&E. Again, it is assumed the utility companies will perform relocation design for their own facilities.

CONSULTANT shall review relocation plans prepared by utility owners to verify compatibility with the project, as well as other utility plans. CONSULTANT shall respond in writing to Authority either confirming approval or non-approval of the relocation plans to the project and reasons therefore. CONSULTANT shall update the utility plan sheets to show the disposition of each utility on the project. Disposition shall include the utility company name, facility type, original location and proposed location for each utility.

Deliverables:

- Updated Utility conflict maps with test hole information
- Updated Utility Conflict Matrix for all utilities within project limits
- Updated Utility Plan Sheets

3.4 TASK 4- INITIAL PS&E (95%) SUBMITTAL

3.4-1 Roadway Plans

This submittal will include comments, reviews, coordination efforts, and updated information. CONSULTANT will update all Roadway Plans and will provide Quantity Sheets with updated Special Provisions and BEES estimate. All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval. Any Revised and/or New Standard Plans developed by Caltrans shall be included with CONSULTANT's Roadway Plan submittal. Response and resolution of all review comments for each deliverable from 65% submittal will take place prior to 95% submittal. All roadway quantities shall be independently checked, and all issues raised by independent quantity checker(s) will be resolved prior to the submittal. The estimate will reflect checked and resolved quantities.

CONSULTANT shall review unit price cost assumptions which comprise project cost estimate with Authority. Any discrepancies in unit price costs between Authority and CONSULTANT shall be resolved through a joint review meeting.

Deliverables:

- 95 percent Roadway PS&E – 10 sets plus two electronic copies
- 95 Percent Quantities and Independent Check Calculations – 2 sets

3.4-2 Bridge and Special Design Retaining Wall Plans

CONSULTANT will independently review the unchecked plans, draft special provisions, quantities, and construction cost estimate for the Bridges and special design retaining walls. CONSULTANT's independent review team will analyze the structures, verify member capacities, review the special provisions, and prepare independent quantity calculations. All issues raised by the checkers will be resolved with the structural designers. The final design will reflect agreement among the designers and independent checkers.

Deliverables:

- Checked structure plans, reduced size – 10 sets
- Edited structures special provisions – 2 copies
- Design calculations – 1 set
- Design Independent check calculations – 1 set
- Quantities and check calculations – 2 sets

3.4-3 Construction Schedule

CONSULTANT will prepare a Critical Path Method (CPM) construction schedule in consultation with the Authority Construction Manager and Caltrans based on the estimated required working days for project construction.

Deliverables:

- CPM Schedule Printout and electronic copy

3.4-5 Update SWDR

CONSULTANT will update the Storm Water Data Report (SWDR) and water pollution control plans based on comments received from Caltrans.

Deliverables:

- Final SWDR – 10 copies
- Updated Water Pollution Control Plans – 10 sets

3.4-6 Planting and Irrigation Plans

CONSULTANT shall prepare planting and irrigation plans to include replacement planting and irrigation in those landscaped areas disturbed by construction. All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval. Specimen trees will replace any mature trees that are removed by the project. The determination of the size and quantity of the replacement trees will be by the District 12 Landscape Architect.

Deliverables:

- Separate Highway Planting and Irrigation PS&E – 10 sets

3.4-7 Environmental Commitment Record (ECR)

CONSULTANT shall update the ECR based on changes during final design provided by the project engineer and ensure that all measures are incorporated in the final PS&E package. If there are any changes to the project design, appropriate environmental revalidation shall be prepared pursuant to NEPA and CEQA requirements.

Deliverables:

- Environmental Revalidation
- Environmental commitment tracking system
- Updated ECR
- Draft and Final report on project compliance

3.4-8 Update TMP

CONSULTANT will update the TMP based on comments received from Caltrans.

Deliverables:

- Transportation Management Plan – 10 copies

3.5 TASK 5 – FINAL PS&E (100 PERCENT) SUBMITTAL

3.5-1 Roadway Plans, Bridge Plans, Special Provisions, Cost Estimates, and Working Day Schedules

CONSULTANT will submit the Final PS&E package to Caltrans District Office Engineer and Office of Special Funded Projects (OSFP) for final approval. CONSULTANT will also submit final plans for Caltrans Safety Review and participate in the safety review/disposition meeting. All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval. CONSULTANT will provide status of incorporation of plan and specification features in accordance with the Environmental Commitments Record. The submittal will incorporate review comments from all involved agencies and include all completed forms in the Construction Contract Development Guide.

Deliverables:

- Final Roadway PS&E – 10 sets and 2 electronic files
- Final Quantities and Independent Check Calculations – 2 sets
- Full-size reproducible final structure plans – 1 set
- Final structures special provisions – 4 sets
- Prints of final structure plans – 4 sets; Cost estimates – 2 copies
- Working day schedules – 2 copies
- Original/checked quantity calculations – 2 copies

Deliverables to Office of Special Funded Projects (OSFP):

- Full-size reproducible final structure plans – 1 set
- Final structures special provisions – 4 sets
- Prints of final structure plans, reduced size – 4 sets

In addition, CONSULTANT will provide electronic version of all plans, special provisions, estimates and schedules. The final BEES will be provided as a Microsoft Excel file.

3.5-2 Resident Engineer File

CONSULTANT will meet with the Resident Engineer (RE) and functional units and provide the following information for the RE file. This list is not comprehensive and CONSULTANT shall provide additional information as appropriate:

- Permits
- Surveying Notes
- Geotechnical (GDR) and Foundation (FDR) Reports

- Hydrology/Hydraulics Report and calculations
- Relevant correspondence and memoranda
- Engineering calculations (horizontal and vertical alignments, earthwork quantities, etc.)
- Environmental Agreements and Reports
- Summary and discussion of Environmental issues
- Transportation Management Plan and supplements
- Material Handouts
- Storm Water Data Report
- Right-of-Way Maps & Agreements
- Utility Relocation Plans and Agreements
- Safety Review Report
- List of Project Personnel
- Cooperative Agreements
- Working Cross Sections
- Bridge four-scale plans – 3 sets

Deliverables:

- Resident Engineer (RE) file

CONSULTANT will provide an electronic version of all RE file information.

3.5-3 Materials Handouts

CONSULTANT will prepare materials handout information per Caltrans HDM, Section 111.3 Materials Information Furnished to Prospective Bidders

Deliverables:

- Material Handouts

3.5-4 Paleontological Mitigation Plan (PMP)

CONSULTANT will prepare a Paleontological Mitigation Plan consistent with Caltrans and County requirements. The PMP will be implemented during excavation activities.

Deliverables:

- Paleontological Mitigation Plan (PMP)

3.5-5 Survey File

CONSULTANT will prepare and compile documentation to be included in a Survey File for use by the lead surveyor assigned to this project prior to construction. The following documentation will be included in the Survey File as prescribed by the Project Development Procedures Manual (PDPM) Appendix QQ – Preparation Guidelines for Survey Files, but not limited to:

- Contact List
- Datum Listing
- Project Reference List
- Additional Instructions
- Contract Plans
- Project Control
- Topography & Base Maps
- Horizontal & Vertical Alignments
- Profiles
- Cross Sections - Roadway cross-sections at 50' intervals. The cross-sections will depict only the finished surface, pavement subgrade and original ground generated from the DTM files and will be identified by station interval. Additive information such as elevation callouts, curbs, dikes, wall cross-sections, right of way lines, ditch cross-sections, etc. will not be shown on the cross-sections.
- Slope Staking Notes/Grid Grades
- Right of Way Appraisal Maps
- Right of Way Coordinate Geometry
- Right of Way Monument Perpetuation Documentation
- Structural Systems (Walls)
- Structural Systems (Bridges)
- Drainage Systems
- Digital Design Model

CONSULTANT will submit the Survey File electronically to the Caltrans District Office Engineer.

Deliverables:

- Survey File

3.6 TASK 6 – CONSTRUCTION BIDDING PHASE

Bidding procedures will be the responsibility of Caltrans. In addition, Caltrans will:

- Advise the CONSULTANT of listing dates.
- Inform CONSULTANT of all issues and inquiries list and responses.
- Provide CONSULTANT with bid results and summary sheets for their review.

During bid advertisement of the project, CONSULTANT will refer all questions concerning the intent to Caltrans for resolution. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, CONSULTANT will inform Caltrans. Caltrans will advise CONSULTANT regarding the proper procedure required for analysis of said items. Any necessary corrective action will either be in the form of an addendum prepared by CONSULTANT and issued by Caltrans, or via a covering change order after the award of the construction contract.

3.6-1 Pre-Bid Meeting

CONSULTANT will attend the pre-bid meeting.

3.6-2 Respond to Inquiries

CONSULTANT will draft responses to bidders' inquiries as requested by the District Office Engineer. All such responses will be routed through the District Engineer.

Deliverables:

- Draft Bidder Inquiry Responses (hard copy and electronic in ms word)

3.6-3 Addenda

CONSULTANT will prepare addenda as requested by District Engineer, Office Engineer and/or Project Manager.

Deliverables:

- Copies of Addenda

3.7 TASK 7 – CONSTRUCTION SUPPORT PHASE

Construction of the project will be the responsibility of Caltrans. During the construction phase, CONSULTANT shall work closely with Resident Engineer (RE) within the budget allotted to assist and advise the RE in order to minimize construction conflicts and to expedite project completion.

3.7-1 Pre-Construction Meeting

CONSULTANT will attend the pre-construction meeting.

3.7-2 Partnering Workshop

CONSULTANT will attend a partnering workshop as requested by Caltrans.

3.7-3 Additional Drawings Due to CONSULTANT Error, Omission, or Revision

In the case of errors and/or omissions, CONSULTANT shall furnish additional and/or revised drawings necessary for corrections and change orders. Caltrans will provide a written request for such drawings and CONSULTANT will provide said drawings at no additional cost to Caltrans or Authority. CONSULTANT will also provide the original tracings of the drawings and contract wording for related change orders to Caltrans at no additional cost.

3.7-4 Shop Drawing and Submittal Review

CONSULTANT will review submittals and shop drawings. The review of shop drawings shall include special design retaining walls and bridge working drawing submittals, construction contractor's submittals for substitutions, construction contractor's alternative construction approval, independent check of construction contractor's falsework submittal and others as requested by the Resident Engineer.

3.7-5 Additional Drawings at Caltrans Request

If requested by Caltrans, CONSULTANT will prepare additional drawings and change order-supporting documents. Any such additional drawings constitute extra work; therefore, prior approval from Authority is required. Any such additional engineering services, drawings, or change order documentation prepared prior to receiving the required approval will be at CONSULTANT's risk and expense.

3.7-6 Site Visits

CONSULTANT will visit the job site as requested by Authority.

3.7-7 Respond to Inquiries/RFIs

CONSULTANT will draft responses to contractor inquiries and RFIs as requested by the Resident Engineer.

3.7-8 Change Order Preparation and Review, CRIP Reviews

CONSULTANT will review proposed change orders, draft change order language and make recommendations as requested by Resident Engineer. If said changes are necessary as a direct result of design errors and omissions, CONSULTANT shall prepare and/or review contract change orders at no additional cost.

Caltrans Responsibility

- Provide advice on any issues raised and inquiries made by Resident Engineer
- Inform Design Consultants of all field changes and Contract Change Orders (CCOs)
- Prepare and maintain as-built mark-ups in the field

3.7-9 As-Builts

CONSULTANT will be responsible for preparing as-builts plans, signed and stamped by CONSULTANT and submitted to Caltrans. Resident Engineer will provide CONSULTANT with as-built plans' mark-ups.

Deliverables:

- As-Built plans, hard copy and electronic DGN format – 1 set

3.8 TASK 8 – PROJECT CLOSEOUT

After construction, CONSULTANT will provide all final construction project records in accordance with Section 5-104 of the Caltrans Construction Manual and all other Caltrans requirements. Records shall include, but not necessarily be limited to design survey records, including legible hard copies and electronic files, recorded monumentations, and post audits. CONSULTANT shall maintain all project records in accordance with the Caltrans Uniform filing system.

3.8-1 Develop Final Record Drawing Plans

While Caltrans is responsible for maintaining field as-built plans, CONSULTANT shall keep a similar set of plans, noting any variation between the plans and the actual construction. These marked up plans will form the basis for the development of the Final record drawing PS&E. In developing the Final record drawing PS&E, CONSULTANT shall follow all requirements specified in Sections 5-104D (1) and (2) of the Caltrans Construction Manual and submit to Caltrans no later than 60 days after construction contract acceptance by Caltrans.

3.8-2 Deliver Project Files

CONSULTANT will provide all pertinent project records to Caltrans. Documents shall be organized in accordance with the Caltrans Uniform Filing System.

3.8-3 Post Audits

CONSULTANT will assist Caltrans with the post audits, as required and requested by Caltrans.

3.9 PROJECT SCHEDULE

Activity	Proposed Date
A. Begin Work	March 2021
B. Draft PS&E	
B.1 Submit 35% PS&E	November 2021
B.2 Submit Unchecked Details (65%) PS&E	September 2022
B.3 Submit Initial (95%) PS&E	March 2023
C. Submit Final PS&E (100%) to Caltrans	September 2023
D. Advertise	July 2024
E. Award	October 2024
F. Begin Construction	November 2024
G. Completion of Construction	April 2028
H. Project Close Out	April 2029

END OF SCOPE OF WORK

EXHIBIT B: PROPOSED AGREEMENT

DRAFT

1 B. AUTHORITY's failure to insist in any one or more instances upon the performance of any
2 terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of
3 AUTHORITY's right to such performance by CONSULTANT or to future performance of such terms or
4 conditions and CONSULTANT obligation in respect thereto shall continue in full force and effect. This
5 Agreement may be amended or modified only by mutual written agreement of the parties. CONSULTANT
6 shall only commence work covered by an amendment after the amendment is executed and notification
7 to proceed has been provided by AUTHORITY.

8 **ARTICLE 2. AUTHORITY DESIGNEE**

9 The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act for and
10 exercise any of the rights of AUTHORITY, as set forth in this Agreement.

11 **ARTICLE 3. SCOPE OF WORK**

12 A. CONSULTANT shall perform the work necessary to complete in a manner satisfactory to
13 AUTHORITY, the services set forth in Exhibit A, entitled "Scope of Work," which is attached to, and by
14 this reference, incorporated in and made a part of this Agreement. All services shall be provided at the
15 times and places designated by AUTHORITY.

16 B. CONSULTANT shall provide the personnel listed below to perform the above-specified
17 services, which persons are hereby designated as key personnel under this Agreement.

18 **Names**

Functions

19
20
21 C. No person named in paragraph B of this Article, or his/her successor approved by
22 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or
23 level of commitment hereunder be changed, without the prior written approval by AUTHORITY's Contract
24 Administrator. Should the services of any key person become no longer available to CONSULTANT, the
25 resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval
26 as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the

incumbent key person, unless CONSULTANT is not provided with such notice by the departing employee. AUTHORITY shall respond to CONSULTANT within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

ARTICLE 4. TERM OF AGREEMENT

A. This Agreement shall go into effect on _____, contingent upon approval by AUTHORITY, and CONSULTANT shall commence after notification to proceed by AUTHORITY’s Contract Administrator. This Agreement shall end on _____, unless extended by amendment to the Agreement, or terminated as provided hereunder.

B. CONSULTANT is advised that any recommendation for contract award is not binding on AUTHORITY until the Agreement is fully executed and approved by AUTHORITY.

ARTICLE 5. ALLOWABLE COSTS AND PAYMENT

A. For CONSULTANT's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provision set forth in Article 7 “Maximum Obligation” AUTHORITY shall pay CONSULTANT on a firm fixed price (lump sum) basis.

B. The following schedule shall establish the firm fixed payment to CONSULTANT by AUTHORITY for each tasks set forth in the Scope of Work.

<u>Task</u>	<u>Description</u>	<u>Firm Fixed Price</u>
1	Project Management/ Coordination/ Administration	
2	35% PS&E	
3	Draft PS&E (65% Submittal)	
4	Initial PS&E (95% Submittal)	
5	Final PS&E (100%) Submittal	
6	Construction Bidding Phase	
7	Construction Support Phase	
8	Project Closeout	
TOTAL FIRM FIXED PRICE (LUMP SUM) PAYMENT		00.00

1 C. The method of payment for this Agreement is based on lump sum. The total lump sum
2 price paid CONSULTANT will include compensation for all work and deliverables, including travel and
3 equipment described in Exhibit A entitled "Scope of Work" to this agreement. No additional compensation
4 will be paid to CONSULTANT unless there is a change in the Scope of Work or the scope of the project.
5 In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum
6 compensation will be negotiated between CONSULTANT and AUTHORITY. Adjustment in the total lump
7 sum compensation will not be effective until authorized by amendment to this Agreement that is approved
8 by AUTHORITY.

9 D. Reimbursement for transportation and subsistence costs shall not exceed the rates
10 specified in the approved Cost Proposal.

11 E. Progress payments may be made monthly in arrears based on the percentage of work
12 completed by the CONSULTANT. If CONSULTANT fails to submit the required deliverable items
13 according to the schedule set forth in the Scope of Work, AUTHORITY shall have the right to delay
14 payment or terminate this Agreement in accordance with the provisions of Article 14 Termination.

15 F. CONSULTANT will be reimbursed, less any retention amount withheld, as promptly as
16 fiscal procedures will permit upon receipt by the AUTHORITY's Accounts Payable office of itemized
17 invoices in duplicate. Invoices shall be submitted no later than forty five (45) calendar days after the
18 performance of the work for which the CONSULTANT is billing. Invoices shall detail the work performed
19 on each task as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and
20 shall reference this Agreement number and project title. Final invoice must contain the final cost and all
21 credits due the AUTHORITY that include any equipment purchased under the provisions of Article 47
22 Equipment Purchase of this Agreement. The final invoice should be submitted to AUTHORITY within 60-
23 calendar days after completion of CONSULTANT's work.

24 G. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments
25 corresponding to the work actually completed by CONSULTANT. Percentage of work completed shall
26 be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each

1 invoice submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may
2 be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY
3 may decline to make full payment for any task listed in paragraph B of this Article until such time as
4 CONSULTANT has documented to AUTHORITY's satisfaction, that CONSULTANT has fully completed
5 all work required under the task. AUTHORITY's payment in full for any task completed shall not constitute
6 AUTHORITY's final acceptance of CONSULTANT's work under such task.

7 H. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations
8 under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice
9 submitted for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and shall
10 be paid to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless AUTHORITY
11 elects to audit CONSULTANT's records in accordance with Article 17 Audit and Inspection of Records,
12 of this Agreement. If AUTHORITY elects to audit, retained funds shall be paid to CONSULTANT within
13 thirty (30) calendar days of completion of such audit in an amount reflecting any adjustment required by
14 such audit. During the term of the Agreement, at its sole discretion, AUTHORITY reserves the right to
15 release all or a portion of the retained amount based on CONSULTANT's satisfactory completion of
16 certain milestones/tasks. CONSULTANT shall invoice AUTHORITY for the release of the retention in
17 accordance with this Article.

18 I. The prime consultant, or subconsultant, shall return all monies withheld in retention from
19 a subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and
20 accepted. Any subcontract entered into as a result of this Agreement shall contain all of the provisions
21 of this section. Federal law, CFR Title 49, Part 26.29, requires that any delay or postponement of payment
22 over thirty (30) days may take place only for good cause and with the AUTHORITY's prior written
23 approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to
24 the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions
25 Code. These requirements shall not be construed to limit or impair any contractual, administrative, or
26 judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute

1 involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or
2 noncompliance by a subconsultant.

3 J. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted
4 in duplicate to AUTHORITY's Accounts Payable office or may be emailed to VendorInvoices@octa.net.
5 Each invoice shall be accompanied by the monthly progress report specified in paragraph G of this Article.
6 Invoices shall be submitted no later than 45-calendar days after the performance of work for which
7 CONSULTANT is billing. AUTHORITY shall remit payment within thirty (30) calendar days of the receipt
8 and approval of each invoice. Each invoice shall include the following information:

- 9 1. Agreement No. C-0-2371;
- 10 2. Specific task number for which payment is being requested;
- 11 3. The time period covered by the invoice;
- 12 4. Total monthly invoice by task (including project to-date cumulative invoice amount);
13 and retention amount;
- 14 5. Monthly Progress Report;
- 15 6. Weekly certified payroll for personnel subject to prevailing wage requirements;
- 16 7. Certificate signed by the CONSULTANT or his/her designated alternate that a) The
17 invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
18 information included with the invoice is true, complete and correct in all material respects; c) All payments
19 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
20 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
21 invoice does not include any amount which CONSULTANT intends to withhold or retain from a
22 subcontractor or supplier unless so identified on the invoice.
- 23 8. Any other information as agreed or otherwise requested by AUTHORITY to
24 substantiate the validity of an invoice.

25 K. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this
26 Agreement number and project title. Invoices shall include all reimbursable costs/expenditures to satisfy

1 Caltrans' Local Assistance Procedures Manual (LAPM), Chapter 5 Accounting/Invoices.

2 L. CONSULTANT shall not commence performance of work or services until this Agreement
3 has been approved by the AUTHORITY. No payment will be made prior to approval of any work, or for
4 any work performed prior to approval of this Agreement.

5 **ARTICLE 6. PROMPT PAYMENT CLAUSE**

6 A. CONSULTANT agrees to pay each subconsultant for the satisfactory work performed
7 under this Agreement, no later than seven (7) calendar days from the receipt of each payment
8 CONSULTANT receives from AUTHORITY. CONSULTANT agrees further to return retention payments
9 to each subconsultant within thirty (30) calendar days after the subconsultant's work is satisfactorily
10 completed. AUTHORITY reserves the right to request the appropriate documentation from
11 CONSULTANT showing payment has been made to the subconsultants and CONSULTANT agrees to
12 provide said documentation upon request. Any delay or postponement of payment from the above
13 referenced time frames may occur only for good cause following written approval by AUTHORITY.

14 B. Failure to comply with this provision or delay in payment without prior written approval
15 from AUTHORITY will constitute noncompliance, which may result in appropriate administrative
16 sanctions, including, but not limited to a penalty of two percent (2%) of the invoice amount due per month
17 for every month that payment is not made.

18 C. These prompt payment provisions must be incorporated in all subcontracts issued by
19 CONSULTANT as a result of this Agreement.

20 **ARTICLE 7. MAXIMUM OBLIGATION**

21 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and
22 CONSULTANT mutually agree that AUTHORITY's maximum cumulative payment obligation (including
23 obligation for CONSULTANT's profit) shall be Dollars (\$) which shall include all amounts payable to
24 CONSULTANT for its subcontracts, leases, materials and costs arising from, or due to termination of, this
25 Agreement.

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ARTICLE 8. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and addressed as follows:

To CONSULTANT:		To AUTHORITY:	
		Orange County Transportation Authority	
		550 South Main Street	
		P.O. Box 14184	
		Orange, CA 92863-1584	
ATTENTION:		ATTENTION:	Marjorie Morris-Threats
Tel:		Tel: (714) 560-5552	
Email:		Email: mthreats@octa.net	

ARTICLE 9. INDEPENDENT CONTRACTOR

A. CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not employees of AUTHORITY. CONSULTANT shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

B. Should CONSULTANT's personnel or a state or federal agency allege claims against AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or allegations involving any other independent contractor misclassification issues, CONSULTANT shall defend and indemnify AUTHORITY in relation to any allegations made.

ARTICLE 10. INSURANCE

A. CONSULTANT shall procure and maintain insurance coverage during the entire term of this Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONSULTANT shall provide the following insurance coverage:

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate;

2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000.00 each accident;

3. Workers' Compensation with limits as required by the State of California including a waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents;

4. Employers' Liability with minimum limits of \$1,000,000.00; and

5. Professional Liability with minimum limits of \$1,000,000.00 per claim.

B. Proof of such coverage, in the form of a certificate of insurance, with the AUTHORITY, its officers, directors, employees and agents, designated as additional insureds as required by contract. In addition, provide an insurance policy blanket additional insured endorsement. Both documents must be received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies of all related insurance policies.

C. CONSULTANT shall include on the face of the certificate of insurance the Agreement No. C-C-0-2371; and, the Contract Administrator's Name, Marjorie Morris-Threats, Senior Contract Administrator.

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1 D. CONSULTANT shall also include in each subcontract the stipulation that subcontractors
2 shall maintain insurance coverage in the amounts required from CONSULTANT as provided in this
3 Agreement.

4 E. CONSULTANT shall be required to immediately notify AUTHORITY of any modifications
5 or cancellation of any required insurance policies.

6 **ARTICLE 11. ORDER OF PRECEDENCE**

7 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
8 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 0-2371; (3)
9 CONSULTANT's technical proposal dated _____, CONSULTANT's cost proposal dated _____ and
10 final cost proposal dated _____, and (4) all other documents, if any, cited herein or incorporated by
11 reference.

12 **ARTICLE 12. CHANGES**

13 A. By written notice or order, AUTHORITY may, from time to time, order work suspension
14 and/or make changes in the general scope of this Agreement, including, but not limited to, the services
15 furnished to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work
16 suspension or change causes an increase or decrease in the price of this Agreement or in the time
17 required for its performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its
18 claim for adjustment within ten (10) days after the change or work suspension is ordered, and an equitable
19 adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT from
20 proceeding immediately with the Agreement as changed.

21 B. This Agreement may be amended or modified only by mutual written agreement of the
22 parties.

23 C. CONSULTANT shall only commence work covered by an amendment after the
24 amendment is executed and notification to proceed has been provided by AUTHORITY's Contract
25 Administrator.

26 /

1 **ARTICLE 13. DISPUTES**

2 A. Except as otherwise provided in this Agreement, when a dispute arises between
3 CONSULTANT and AUTHORITY, the project managers shall meet to resolve the issue. If project
4 managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of
5 Contracts Administration and Materials Management (CAMM), who shall reduce the decision to writing
6 and mail or otherwise furnish a copy thereof to CONSULTANT. The decision of the Director, CAMM,
7 shall be the final and conclusive administrative decision.

8 B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with
9 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
10 CAMM. Nothing in this Agreement, however, shall be construed as making final the decision of any
11 AUTHORITY official or representative on a question of law, which questions shall be settled in
12 accordance with the laws of the State of California.

13 **ARTICLE 14. TERMINATION**

14 A. AUTHORITY reserves the right to terminate this Agreement upon thirty (30) calendar
15 days written notice to CONSULTANT with the reasons for termination stated in the notice.

16 B. AUTHORITY may terminate this Agreement with CONSULTANT should CONSULTANT
17 fail to perform the covenants herein contained at the time and in the manner herein provided. In the event
18 of such termination, AUTHORITY may proceed with the work in any manner deemed proper by
19 AUTHORITY. If AUTHORITY terminates this Agreement with CONSULTANT, AUTHORITY shall pay
20 CONSULTANT the sum due to CONSULTANT under this Agreement prior to termination, unless the cost
21 of completion to AUTHORITY exceeds the funds remaining in the Agreement. In which case the overage
22 shall be deducted from any sum due CONSULTANT under this Agreement and the balance, if any, shall
23 be paid to CONSULTANT upon demand. Said termination shall be construed in accordance with the
24 provisions of the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 49, of the Federal
25 Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination
26 for convenience.

1 C. If AUTHORITY sees fit to terminate this Agreement for convenience, said notice shall be
2 given to CONSULTANT in accordance with the provisions of the FAR referenced above and Article 8
3 "Notices", herein. Upon receipt of said notification, CONSULTANT agrees to comply with all applicable
4 provisions of the FAR pertaining to termination for convenience.

5 D. AUTHORITY may terminate this Agreement for CONSULTANT's default if a federal or
6 state proceeding for the relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT
7 makes an assignment for the benefit of creditors, or for cause if CONSULTANT fails to perform in
8 accordance with the scope of work or breaches any term(s) or violates any provision(s) of this Agreement
9 and does not cure such breach or violation within ten (10) calendar days after written notice thereof by
10 AUTHORITY. CONSULTANT shall be liable for any and all reasonable costs incurred by AUTHORITY
11 as a result of such default or breach including, but not limited to, procurement costs of the same or
12 similar services defaulted by CONSULTANT under this Agreement. Such termination shall comply with
13 CFR Title 48, Chapter 1, Part 49, of the FAR.

14 **ARTICLE 15. INDEMNIFICATION**

15 CONSULTANT shall indemnify, defend, and hold harmless AUTHORITY, its officers, directors,
16 employees and agents from and against any and all claims (including attorneys' fees and reasonable
17 expenses for litigation or settlement) for any loss, costs, penalties, fines, damages, bodily injuries,
18 including death, damage to or loss of use of property, arising out of, resulting from, or in connection with
19 the performance of CONSULTANT, its officers, directors, employees, agents, subconsultants or suppliers
20 under the Agreement. Notwithstanding the foregoing, such obligation to defend, hold harmless, and
21 indemnify AUTHORITY, its officers, directors, employees and agents shall not apply to such claims or
22 liabilities arising from the sole or active negligence or willful misconduct of AUTHORITY.

23 **ARTICLE 16. ASSIGNMENTS AND SUBCONTRACTS**

24 A. Nothing contained in this Agreement or otherwise, shall create any contractual relation
25 between AUTHORITY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its
26 responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to

1 AUTHORITY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly
2 employed by any of them as it is for the acts and omissions of persons directly employed by
3 CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from
4 AUTHORITY's obligation to make payments to the CONSULTANT.

5 B. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
6 CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be
7 subcontracted by CONSULTANT, without the prior written consent of AUTHORITY. Consent by
8 AUTHORITY shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms
9 and conditions of this Agreement.

10 C. The CONSULTANT shall perform the work contemplated with resources available within
11 its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without
12 written authorization by AUTHORITY's Contract Administrator, except that, which is expressly identified
13 in the approved Cost Proposal.

14 D. CONSULTANT shall pay its subconsultants within seven (7) calendar days from receipt
15 of each payment made to CONSULTANT by AUTHORITY.

16 E. All subcontracts in excess of \$25,000 entered into as a result of this Agreement shall
17 contain all of the provisions stipulated in this Agreement to be applicable to subconsultants.

18 F. Any substitution or addition of subconsultant(s) must be approved in writing by the
19 AUTHORITY's Contract Administrator, prior to the start of work by the subconsultant(s).

20 G. AUTHORITY hereby consents to CONSULTANT's subcontracting of portions of the
21 Scope of Work to the parties identified below for the functions described below. CONSULTANT shall
22 include in the subcontract agreement the stipulation that CONSULTANT, not AUTHORITY, is solely
23 responsible for payment to the subcontractor for the amounts owing and that the subcontractor shall have
24 no claim, and shall take no action, against AUTHORITY, its officers, directors, employees or sureties for
25 nonpayment by CONSULTANT.

26 /

<u>Subcontractor Name/Address</u>	<u>Subcontractor Amounts</u>

ARTICLE 17. AUDIT AND INSPECTION OF RECORDS

A. For the purpose of determining compliance with the Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and AUTHORITY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement. The state, State Auditor, AUTHORITY, FHWA, their duly authorized representative or other agents of AUTHORITY or any duly representative of the Federal Government shall have access to any books, records, payroll documents, facilities and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rate (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

B. CONSULTANT shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and the CFR, Title 48, Chapter 1, Part 31 of the Federal Acquisition Regulation System (FAR) and shall clearly identify and make such items readily accessible to such parties during CONSULTANT's performance hereunder.

C. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors performing work identified in Article 16 "Assignments and Subcontracts" of this Agreement, and such language must be included in CONSULTANT's agreements with its subcontractors.

ARTICLE 18. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by AUTHORITY's Internal Audit.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by AUTHORITY's Internal Audit of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by AUTHORITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this Agreement.

D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by AUTHORITY's Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by AUTHORITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

E. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by The California Department of Transportation's Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the AUTHORITY's Contract Administrator to conform

1 to the Work Paper Review recommendations included in the management letter or audit
2 recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work
3 Paper Review recommendations included in the management letter or audit recommendations included
4 in the audit report will be considered a breach of the Agreement terms and cause for termination of the
5 Agreement and disallowance of prior reimbursed costs.

6 1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's
7 independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues
8 that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a
9 timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant
10 approval letter, AUTHORITY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant
11 ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting
12 Standards), if applicable; in accordance with procedures and guidelines of the American Association
13 of State Highways and Transportation Officials Audit Guide; and other applicable procedures and
14 guidelines} is received and approved by A&I. Provisional rates will be as follows:

15 a. If the proposed rate is less than 150% - the provisional rate reimbursed will be
16 90% of the proposed rate.

17 b. If the proposed rate is between 150% and 200% - the provisional rate will be 85%
18 of the proposed rate.

19 c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the
20 proposed rate.

21 2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may
22 require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three
23 (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to
24 review the CONSULTANT's and/or the independent CPA's revisions.

25 3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is
26 still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is

1 submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon
2 initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event,
3 this provisional ICR will become the actual and final ICR for reimbursement purposes under this
4 Agreement.

5 4. CONSULTANT may submit to AUTHORITY final invoice only when all of the following
6 items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited
7 ICR; (2) all work under this Agreement has been completed to the satisfaction of AUTHORITY; and, (3)
8 Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to the
9 AUTHORITY, no later than 60 days after occurrence of the last of these items. The provisional ICR will
10 apply to this Agreement and all other Agreements executed between AUTHORITY and the
11 CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

12 **ARTICLE 19. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

13 A. CONSULTANT agrees that the Agreement Cost Principles and Procedures, CFR, Title 48,
14 Chapter 1, Part 31 of the FAR, shall be used to determine the cost allowability of individual items.

15 B. CONSULTANT also agrees to comply with federal procedures in accordance with CFR,
16 Title 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State
17 and Local Governments.

18 C. Any costs for which payment has been made to CONSULTANT that are determined by
19 subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Chapter 1, Part 31.000 et seq.,
20 are subject to repayment by CONSULTANT to AUTHORITY.

21 **ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS**

22 CONSULTANT warrants that in the performance of this Agreement, it shall comply with all
23 applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and
24 regulations promulgated thereunder.

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1 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

2 In connection with its performance under this Agreement, CONSULTANT shall not discriminate
3 against any employee or applicant for employment because of race, religion, color, sex, age or national
4 origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that
5 employees are treated during their employment, without regard to their race, religion, color, sex, age or
6 national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,
7 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other
8 forms of compensation; and selection for training, including apprenticeship.

9 **ARTICLE 22. PROHIBITED INTERESTS**

10 A. CONSULTANT covenants that, for the term of this Agreement, no director, member,
11 officer or employee of AUTHORITY during his/her tenure in office/employment or for one (1) year
12 thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

13 B. No member of or delegate to the Congress of the United States shall have any interest,
14 direct or indirect, in this Agreement or to the benefits thereof.

15 **ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS**

16 A. The originals of all letters, documents, reports and other products and data produced
17 under this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be
18 made for CONSULTANT's records but shall not be furnished to others without written authorization from
19 AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein
20 shall be retained by AUTHORITY.

21 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
22 descriptions, and all other written information submitted to CONSULTANT in connection with the
23 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any
24 purposes other than the performance for this project, nor be disclosed to an entity not connected with the
25 performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding such
26 material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or becomes

1 generally known to the related industry shall be deemed confidential. CONSULTANT shall not use
2 AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in any
3 professional publication, magazine, trade paper, newspaper, seminar or other medium without the
4 express written consent of AUTHORITY.

5 C. No copies, sketches, computer graphics or graphs, including graphic art work, are to be
6 released by CONSULTANT to any other person or agency except after prior written approval by
7 AUTHORITY, except as necessary for the performance of services under this Agreement. All press
8 releases, including graphic display information to be published in newspapers, magazines, etc., are to be
9 handled only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.

10 D. Applicable patent rights provisions regarding rights to inventions shall be included in the
11 Agreements as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for
12 federal-aid contracts).

13 E. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall
14 contain all of the provisions of this Article.

15 **ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT**

16 A. In lieu of any other warranty by CONSULTANT against patent or
17 copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend, at its
18 expense, any claim or suit against AUTHORITY on account of any allegation that any item furnished
19 under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement,
20 infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all
21 costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly
22 notified in writing of the suit or claim and given authority, information and assistance at CONSULTANT's
23 expense for the defense of same. However, CONSULTANT will not indemnify AUTHORITY if the suit or
24 claim results from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered
25 form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable

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1 in combination with other material not provided by CONSULTANT when such use in combination
2 infringes upon an existing U.S. letters patent or copyright.

3 B. CONSULTANT shall have sole control of the defense of any such claim or suit and all
4 negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify AUTHORITY
5 under any settlement made without CONSULTANT's consent or in the event AUTHORITY fails to
6 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at
7 CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim,
8 CONSULTANT, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell
9 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and
10 copyright indemnity thereto.

11 **ARTICLE 25. DESIGN WITHIN FUNDING LIMITATIONS**

12 A. In order to ensure the accuracy of the construction budget for the benefit of the public
13 works bidders and AUTHORITY's budget process, CONSULTANT shall accomplish the design services
14 required under this Agreement so as to permit the award of a contract, for the construction of the facilities
15 designed at a price that does not exceed the estimated construction contract price as set forth by
16 AUTHORITY. When bids or proposals for the construction contract are received that exceed the
17 estimated price, CONSULTANT shall perform such redesign and other services as are necessary to
18 permit contract award within the funding limitation. These additional services shall be performed at no
19 increase in the price for which the services were specified. However, CONSULTANT shall not be required
20 to perform such additional services at no cost to AUTHORITY if the unfavorable bids or proposals are the
21 result of conditions beyond its reasonable control.

22 B. CONSULTANT will promptly advise AUTHORITY if it finds that the project being designed
23 will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within
24 these limitations. Upon receipt of such information, AUTHORITY will review CONSULTANT's revised
25 estimate of construction cost. AUTHORITY may, if it determines that the estimated construction contract
26 price is so low that award of a construction contract not in excess of such estimate is improbable,

1 authorize a change in scope or materials as required to reduce the estimated construction cost to an
2 amount within the estimated construction contract price set forth by AUTHORITY, or AUTHORITY may
3 adjust such estimated construction contract price. When bids or proposals are not solicited or are
4 unreasonably delayed, AUTHORITY shall prepare an estimate of constructing the design submitted and
5 such estimate shall be used in lieu of bids or proposals to determine compliance within the funding
6 limitation.

7 **ARTICLE 26. REQUIREMENTS FOR REGISTRATION OF DESIGNERS**

8 All design and engineering work furnished by CONSULTANT shall be performed by or under the
9 supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in the
10 State of California, by personnel who are careful, skilled, experienced and competent in their respective
11 trades or professions, who are professionally qualified to perform the work in accordance with the
12 Agreement documents and who shall assume professional responsibility for the accuracy and
13 completeness of the design documents and construction documents prepared or checked by them.

14 **ARTICLE 27. FINISHED AND PRELIMINARY DATA**

15 A. Upon completion of all work under this Agreement, ownership and title to all reports,
16 documents, plans, specifications, and estimates, including, but not limited to, illustrations, photographs,
17 tapes, software, software design documents, including without limitation source code, binary code, all
18 media, technical documentation and user documentation, photoprints and other graphic information
19 required to be furnished under this Agreement, will automatically be vested in AUTHORITY and no further
20 agreement will be necessary to transfer ownership to AUTHORITY.

21 B. It is understood and agreed that all calculations, drawings and specifications, whether in
22 hard copy or machine-readable form, are intended for one-time use in the construction of the project for
23 which this Agreement has been entered into.

24 C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with
25 the modification, or misuse by AUTHORITY of the machine-readable information and data provided by
26 CONSULTANT under this Agreement. Further, CONSULTANT is not liable for claims, liabilities, or losses

1 arising out of, or connected with any use by AUTHORITY of the project documentation on other projects,
2 or for the completion of this project by others, except only as such use as may be authorized in writing by
3 CONSULTANT.

4 D. All subcontracts entered into as a result of this Agreement shall contain all of the
5 provisions of this Article.

6 E. It is expressly understood that any title to preliminary technical data is not passed to
7 AUTHORITY, but is retained by CONSULTANT. Preliminary data includes roughs, visualizations,
8 software design documents, layouts and comprehensives prepared by CONSULTANT solely for the
9 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given
10 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to
11 AUTHORITY, if CONSULTANT causes AUTHORITY to exercise Article 14 "Termination", and a price
12 shall be negotiated for all preliminary data.

13 **ARTICLE 28. STATE PREVAILING WAGE RATES**

14 A. CONSULTANT shall comply with the State of California's General Prevailing Wage
15 Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State,
16 and local laws and ordinances applicable to the work.

17 B. When prevailing wages apply to the services described in the scope of work,
18 transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department
19 of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See
20 <http://www.dir.ca.gov>.

21 C. CONSULTANT warrants that all mechanics, laborers, journeypersons, workpersons,
22 craftspersons or apprentices employed by CONSULTANT or subconsultant at any tier for any work
23 hereunder, shall be paid unconditionally and not less often than once a week and without any subsequent
24 deduction or rebate on any account (except such payroll deductions as are permitted or required by
25 federal, state or local law, regulation or ordinance), the full amounts due at the time of payment, computed
26 at a wage rate and per diem rate not less than the aggregate of the highest of the two basic hourly rates

1 and rates of payments, contributions or costs for any fringe benefits contained in the current general
2 prevailing wage rate(s) and per diem rate(s), established by the Director of the Department of Industrial
3 Relations of the State of California, (as set forth in the Labor Code, commencing at Section 1770 et. seq.),
4 or as established by the Secretary of Labor (as set forth in the Davis-Bacon Act, 40 U.S.C. 267a, et. seq.),
5 regardless of any contractual relationship which may be alleged to exist between CONSULTANT or
6 subconsultant and their respective mechanics, laborers, journeypersons, workpersons, craftspersons or
7 apprentices. Copies of the current General Prevailing Wage Determinations and Per Diem Rates are on
8 file at AUTHORITY's offices and will be made available to CONSULTANT upon request. CONSULTANT
9 shall post a copy thereof at each job site at which work hereunder is performed.

10 D. In addition to the foregoing, CONSULTANT agrees to comply with all other provisions of
11 the California Labor Code, which is incorporated herein by reference, pertaining to workers performing
12 work hereunder including, but not limited to, those provisions for work hours, payroll records and
13 apprenticeship employment and regulation program.

14 E. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for
15 public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of
16 public works, shall contain all of the provisions of this Article. CONSULTANT agrees to insert or cause to
17 be inserted the preceding clause in all subcontracts which provide for workers to perform work hereunder
18 regardless of the subcontractor tier.

19 **ARTICLE 29. STATEMENT OF COMPLIANCE**

20 During the performance of this Agreement, CONSULTANT, for itself, its assignees and
21 successors in interest agree as follows:

22 A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under
23 penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt,
24 complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title
25 2, California Administrative Code, Section 8103.

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1 B. Nondiscrimination: During the performance of this Agreement, Consultant and its
2 subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or
3 applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical
4 disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital
5 status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and
6 treatment of their employees and applicants for employment are free from such discrimination and
7 harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and
8 Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under
9 (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair
10 Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in
11 Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement
12 by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give
13 written notice of their obligations under this clause to labor organizations with which they have a collective
14 bargaining or other Agreement.

15 C. Compliance with Regulations: The Consultant shall comply with regulations relative to
16 Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49
17 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides
18 that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which
19 no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age,
20 disability, be excluded from participation in, denied the benefits of or subject to discrimination under any
21 program or activity by the recipients of federal assistance or their assignees and successors in interest.

22 D. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: The
23 Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title
24 VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion,
25 sex, age, or disability in the selection and retention of subconsultants, including procurement of materials
26 and leases of equipment. The Consultant shall not participate either directly or indirectly in the

1 discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices
2 when the Agreement covers a program whose goal is employment.

3 E. Information and Reports: CONSULTANT shall provide all information and reports required
4 by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records,
5 accounts, other sources of information, and its facilities as may be determined by AUTHORITY to be
6 pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information
7 required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this
8 information, CONSULTANT shall so certify to AUTHORITY as appropriate, and shall set forth what efforts
9 it has made to obtain the information.

10 F. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with
11 nondiscrimination provisions of this Agreement, AUTHORITY shall impose sanctions as it may determine
12 to be appropriate, including, but not limited to:

13 1. Withholding of payments to CONSULTANT under the Agreement until
14 CONSULTANT complies; and/or

15 2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

16 G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections
17 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in all programs,
18 activities, and services of public entities, as well as imposes specific requirements on public and private
19 providers of transportation.

20 H. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (A)
21 through (G) in every lower-tier subcontract, which exceeds \$100,000, including procurements of materials
22 and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto, and
23 that all such sub recipients shall certify and disclose accordingly. CONSULTANT shall take such action
24 with respect to any subcontract or procurement as AUTHORITY may direct as a means of enforcing such
25 provisions including sanctions for noncompliance. Provided, however, that in the event CONSULTANT
26 becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such

1 direction, the CONSULTANT may request AUTHORITY to enter into such litigation to protect the interests
2 of AUTHORITY, and, in addition, CONSULTANT may request the United States to enter into such
3 litigation to protect the interests of the United States.

4 **ARTICLE 30. RACE-CONSCIOUS DBE CONTRACT PROVISIONS FOR DOT-ASSISTED**
5 **CONSULTANT CONTRACTS**

6 At the time of Agreement execution, the CONSULTANT committed to utilize DBE(s) in the
7 performance of this DOT-assisted Agreement, and further agrees to ensure that DBE subcontractors
8 listed on the Attachment “Consultant Contract DBE Commitment Caltrans Exhibit 10-O2,” perform
9 work and/or supply materials in accordance with original commitments, unless otherwise directed
10 and/or approved by the AUTHORITY prior to the CONSULTANT effectuating any changes to its race-
11 conscious DBE participation commitment(s). CONSULTANT shall comply with all the requirements
12 set forth in Attachment A-1 titled, “RACE -CONSCIOUS DBE CONTRACT PROVISIONS FOR FHWA-
13 ASSISTED CONSULTANT CONTRACTS DISADVANTAGED BUSINESS ENTERPRISE (DBE)
14 PARTICIPATION”, which is attached to and, by this reference, incorporated in and made a part of this
15 Agreement.

16 **ARTICLE 31. PRIVACY ACT**

17 CONSULTANT shall comply with, and assures the compliance of its employees with, the
18 information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a.
19 Among other things, CONSULTANT agrees to obtain the express consent of the Federal Government
20 before the CONSULTANT or its employees operate a system of records on behalf of the Federal
21 Government. CONSULTANT understands that the requirements of the Privacy Act, including the civil
22 and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to
23 comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

24 **ARTICLE 32. CONFLICT OF INTEREST**

25 A. CONSULTANT agrees to avoid organizational conflicts of interest. An organizational
26 conflict of interest means that due to other activities, relationships or contracts, the CONSULTANT is

1 unable, or potentially unable to render impartial assistance or advice to the AUTHORITY;
2 CONSULTANT's objectivity in performing the work identified in the Scope of Work is or might be
3 otherwise impaired; or the CONSULTANT has an unfair competitive advantage. CONSULTANT is
4 obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are
5 known to the CONSULTANT. All disclosures must be submitted in writing to AUTHORITY pursuant to
6 the notice provision herein. This disclosure requirement is for the entire term of this Agreement.

7 B. CONSULTANT shall disclose any financial, business, or other relationship with
8 AUTHORITY that may have an impact upon the outcome of this Agreement, or any ensuing AUTHORITY
9 construction project. CONSULTANT shall also list current clients who may have a financial interest in the
10 outcome of this Agreement, or any ensuing Authority construction project, which will follow.

11 C. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or
12 business interest that would conflict with the performance of services under this Agreement.

13 D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with
14 CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection
15 for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to
16 the control of the same persons through joint-ownership, or otherwise.

17 E. Except for subconsultants whose services are limited to providing surveying or materials
18 testing information, no subconsultant who has provided design services in connection with this
19 Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction
20 inspection for any construction project resulting from this Agreement.

21 **ARTICLE 33. CODE OF CONDUCT**

22 CONSULTANT agrees to comply with the AUTHORITY's Code of Conduct as it relates to Third-
23 Party contracts which is hereby referenced and by this reference is incorporated herein. CONSULTANT
24 agrees to include these requirements in all of its subcontracts.

25 **ARTICLE 34. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

26 CONSULTANT and all subconsultants performing work under this Agreement, shall be

1 prohibited from concurrently representing or lobbying for any other party competing for a contract with
2 AUTHORITY, either as a prime consultant or subconsultant. Failure to refrain from such
3 representation may result in termination of this Agreement.

4 **ARTICLE 35. INCORPORATION OF FEDERAL TERMS**

5 All contractual provisions required by United States Department of Transportation (USDOT),
6 including the Federal Highway Administration (FHWA), whether or not expressly set forth in this
7 document, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all
8 federally mandated terms shall be deemed to control in the event of a conflict with other provisions
9 contained in this Agreement. CONSULTANT shall not perform any act, fail to perform any act, or refuse
10 to comply with any requests, which would cause AUTHORITY to be in violation of the USDOT or FHWA
11 terms and conditions.

12 **ARTICLE 36. FEDERAL CHANGES**

13 CONSULTANT shall at all times comply with all applicable USDOT regulations, policies,
14 procedures and directives, including without limitation those listed directly or by reference in the
15 agreement between the AUTHORITY and USDOT, as they may be amended or promulgated from time
16 to time during this Agreement. CONSULTANT's failure to comply shall constitute a material breach of
17 contract.

18 **ARTICLE 37. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

19 A. AUTHORITY and CONSULTANT acknowledge and agree that, notwithstanding any
20 concurrence by the Federal Government in or approval of the solicitation or award of the underlying
21 Agreement, absent the express written consent by the Federal Government, the Federal Government is
22 not a party to this Agreement and shall not be subject to any obligations or liabilities to the AUTHORITY,
23 CONSULTANT, or any other party (whether or not a party to this Agreement) pertaining to any matter
24 resulting from the underlying Agreement.

25 B. CONSULTANT agrees to include these requirements in all of its subcontracts entered into
26 as a result of this Agreement.

1 **ARTICLE 38. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND**
2 **RELATED ACTS**

3 A. CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies
4 Act of 1986, as amended, 31 U.S.C. §§3801 et seq., and USDOT regulations, "Program Fraud Civil
5 Remedies," CFR, Title 49, Part 31, apply to its actions pertaining to this project. Accordingly, by signing
6 this Agreement, CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has
7 made, it makes, it may make, or may cause to be made, pertaining to the underlying Agreement or the
8 FTA assisted project for which this Agreement's work is being performed. CONSULTANT also
9 acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement,
10 submission, or certification, the Federal Government reserves the right to impose penalties set forth in
11 the Program Fraud Civil Remedies Act of 1986 against the CONSULTANT to the extent the Federal
12 Government deems appropriate.

13 B. CONSULTANT also acknowledges that if it makes, or causes to be made, a false,
14 fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an
15 agreement connected with a project that is financed in whole or part with Federal assistance awarded by
16 FTA, under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the
17 penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. against the CONSULTANT, to the extent
18 the Federal Government deems appropriate.

19 C. CONSULTANT agrees to include this requirement in all of its subcontracts entered into
20 as a result of this Agreement.

21 **ARTICLE 39. RECYCLED PRODUCTS**

22 CONSULTANT shall comply with all the requirements of Section 6002 of the Resource
23 Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the
24 regulatory provisions of CFR, Title 40, Part 247, and Executive Order 12873, as they apply to the
25 procurement of the items designated in subpart B of CFR, Title 40, Part 247. CONSULTANT agrees to
26 include this requirement in all of its subcontracts entered into as a result of this Agreement.

1 **ARTICLE 40. ENERGY CONSERVATION REQUIREMENTS**

2 CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency,
3 which are contained in the state energy conservation plan issued in compliance with the Energy Policy
4 Conservation Act.

5 **ARTICLE 41. CLEAN AIR**

6 CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant
7 to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONSULTANT shall report each violation
8 to AUTHORITY, who will in turn, report each violation as required to assure notification to USDOT and
9 the appropriate Environmental Protection Agency (EPA) Regional Office. CONSULTANT agrees to
10 include this requirement in all of its subcontracts entered into as a result of this Agreement.

11 **ARTICLE 42. CLEAN WATER REQUIREMENTS**

12 CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant
13 to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT shall
14 report each violation to AUTHORITY and understands and agrees that the AUTHORITY will in turn, report
15 each violation as required to assure notification to USDOT and appropriate EPA Regional Office.
16 CONSULTANT agrees to include this requirement in all of its subcontracts entered into as a result of this
17 Agreement.

18 **ARTICLE 43. CONTINGENT FEE**

19 CONSULTANT warrants, by execution of this Agreement that no person or selling agency has
20 been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding,
21 for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona
22 fide established commercial or selling agencies maintained by CONSULTANT for the purpose of
23 securing business. For breach or violation of this warranty, AUTHORITY has the right to annul this
24 Agreement without liability; pay only for the value of the work actually performed, or in its discretion to
25 deduct from the contract price or consideration, or otherwise recover the full amount of such
26 commission, percentage, brokerage, or contingent fee.

1 **ARTICLE 44. DEBARMENT AND SUSPENSION CERTIFICATION**

2 A. CONSULTANT’s signature affixed herein, shall constitute a certification under penalty of
3 perjury under the laws of the State of California, that CONSULTANT has complied with CFR Title 2, Part
4 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)”,
5 which certifies that he/she or any person associated therewith in the capacity of owner, partner, director,
6 officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination
7 of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or
8 determined ineligible by any federal agency within the past three (3) years; does not have a proposed
9 debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by
10 a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three
11 (3) years. Any exceptions to this certification must be disclosed in writing to the AUTHORITY.

12 B. Exceptions will not necessarily result in denial of recommendation for award, but will be
13 considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions
14 apply, initiating agency, and dates of action.

15 C. Exceptions to the Federal Government Excluded Parties List System maintained by the
16 General Services Administration are to be determined by the Federal Highway Administration.

17 **ARTICLE 45. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL**
18 **FUNDS FOR LOBBYING**

19 A. CONSULTANT certifies to the best of his or her knowledge and belief that:

20 1. No state, federal or local agency appropriated funds have been paid, or will be
21 paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer
22 or employee of any state or federal agency; a Member of the State Legislature or United States Congress;
23 an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature
24 or Congress, in connection with the awarding of any state or federal contract; the making of any state or
25 federal grant; the making of any state or federal loan; the entering into of any cooperative agreement,

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1 and the extension, continuation, renewal, amendment, or modification of any state or federal contract,
2 grant, loan, or cooperative agreement.

3 2. If any funds other than federal appropriated funds have been paid, or will be paid
4 to any person for influencing or attempting to influence an officer or employee of any federal agency; a
5 Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in
6 connection with this federal Agreement, grant, loan, or cooperative agreement; CONSULTANT shall
7 complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its
8 instructions.

9 B. This certification is a material representation of fact upon which reliance was placed when
10 this transaction was made or entered into. Submission of this certification is a prerequisite for making or
11 entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file
12 the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than
13 \$100,000 for each such failure.

14 C. CONSULTANT also agrees by signing this document that he or she shall require that the
15 language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that
16 all such sub recipients shall certify and disclose accordingly.

17 **ARTICLE 46. FUNDING REQUIREMENTS**

18 A. It is mutually understood between the parties that this Agreement may have been written
19 before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties,
20 in order to avoid program and fiscal delays that would occur if the Agreement were executed after that
21 determination was made.

22 B. This Agreement is valid and enforceable only, if sufficient funds are made available to
23 AUTHORITY for the purpose of this Agreement. In addition, this Agreement is subject to any additional
24 restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or
25 AUTHORITY governing board that may affect the provisions, terms, or funding of this Agreement in any
26 manner.

1 C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be
2 amended to reflect any reduction in funds.

3 **ARTICLE 47. DISADVANTAGED BUSINESS ENTERPRISE GOAL**

4 A. CONSULTANT hereby agrees to attain DBE participation in the amount of (%) percent
5 of the total Agreement amount. CONSULTANT shall enter into agreements for the services identified in
6 Attachment entitled "Consultant Contract DBE Information Caltrans Exhibit 10-O2".

7 B. CONSULTANT is required to comply with this goal for the duration of this Agreement.
8 CONSULTANT's failure to comply with the DBE participation provisions may result in:

9 1. Withholding of payment until such compliance is achieved or a waiver of the
10 provisions is provided by AUTHORITY;

11 2. The Agreement may be canceled, terminated or suspended in whole or in part.

12 C. Any substitution of subcontractors must be approved in writing by the AUTHORITY's
13 Contract Administrator in advance of assigning work to a substitute subcontractor.

14 D. To ensure that all obligations under this Agreement are met, AUTHORITY will conduct
15 periodic reviews of the CONSULTANT's small DBE efforts during Agreement performance. The
16 CONSULTANT shall bring to the attention of AUTHORITY's Contract Administrator any situation in which
17 regularly scheduled payments are not made to DBE contractors, subcontractors or suppliers.

18 E. At the conclusion of the Agreement, CONSULTANT will be required to report its utilization,
19 scope of work and dollar amount of the subcontracts. The report shall include identification of the
20 subcontractors and whether the subcontractors are eligible DBE.

21 F. CONSULTANT, subconsultants and suppliers shall permit access to their books, records,
22 and accounts by the Contract Administrator, or a designated representative, for the purpose of
23 investigation to ascertain compliance with these specified requirements. Such records shall be
24 maintained in a fashion which is readily accessible to AUTHORITY, as described in Article 17 Audit and
25 Inspection of Records, for a minimum of four (4) years from the date of final payment by AUTHORITY.

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ARTICLE 48. EQUIPMENT PURCHASE

A. Prior authorization, in writing, by AUTHORITY's Project Manager shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000.00 for supplies, equipment or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000.00 prior authorization by AUTHORITY's Project Manager; three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this Agreement is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000.00 or more. If the purchased equipment needs replacement and is sold or traded in, AUTHORITY shall receive a proper refund or credit at the conclusion of this Agreement, or if the Agreement is terminated, CONSULTANT may either keep the equipment and credit AUTHORITY in an amount equal to the its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established AUTHORITY procedures; and credit AUTHORITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser agreeable to both AUTHORITY and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by AUTHORITY." CFR, Title 49, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000.00 is credited to the project.

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1 **ARTICLE 49. HEALTH AND SAFETY REQUIREMENTS**

2 A. CONSULTANT shall comply with all the requirements set forth in Exhibit C, Level 1
3 Safety Specifications. As used therein, "Contractor" shall mean "Consultant" and Subcontractor" shall
4 mean "Sub-consultant."

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

7 **ARTICLE 50. CONFIDENTIALITY OF DATA**

8 A. All financial, statistical, personal, technical, or other data and information relative to the
9 AUTHORITY's operations, which are designated confidential by the AUTHORITY and made available to
10 the CONSULTANT in order to carry out this Agreement, shall be protected by the CONSULTANT from
11 unauthorized use and disclosure.

12 B. Permission to disclose information on one occasion, or public meeting held by the
13 AUTHORITY relating to the Agreement, shall not authorize the CONSULTANT to further disclose such
14 information or disseminate the same on any other occasion.

15 C. Except as provided herein, CONSULTANT shall not comment publicly to the press or any
16 other media regarding the Agreement.

17 D. The CONSULTANT shall not issue any news release or public relations item of any
18 nature, whatsoever, regarding work performed or to be performed under this Agreement without prior
19 review of the contents thereof by the AUTHORITY, and receipt of the AUTHORITY's written permission.

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

22 F. All information related to the construction estimate is confidential, and shall not be
23 disclosed by the CONSULTANT to any entity other than the AUTHORITY.

24 **ARTICLE 51. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

25 CONSULTANT warrants that this Agreement was not obtained or secured through rebates,
26 kickbacks or other unlawful consideration, either promised or paid to any AUTHORITY employee. For

1 breach or violation of this warranty, AUTHORITY shall have the right in its discretion; to terminate the
2 Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the
3 Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful
4 consideration.

5 **ARTICLE 52. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

6 In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under
7 penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court
8 has been issued against CONSULTANT within the immediately preceding two-year period because
9 of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply
10 with an order of the National Labor Relations Board.

11 **ARTICLE 53. EVALUATION OF CONSULTANT**

12 CONSULTANT's performance will be evaluated by AUTHORITY. A copy of the evaluation will be
13 sent to CONSULTANT for comments. The evaluation together with any comments shall be retained as
14 part of the contract record.

15 **ARTICLE 54. FORCE MAJEURE**

16 Either party shall be excused from performing its obligations under this Agreement during the time
17 and to the extent that it is prevented from performing by an unforeseeable cause beyond its control,
18 including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products,
19 plants or facilities by the federal, state or local government; national fuel shortage; or a material act or
20 omission by the other party; when satisfactory evidence of such cause is presented to the other
21 party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due
22 to the fault or negligence of the party not performing.

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**DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS
FEDERALLY FUNDED CONTRACTS WITH DBE GOALS**

I. DBE Participation

It is the Consultant's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and the Orange County Transportation Authority's (Authority's) DBE program developed pursuant to these 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 consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. 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.
- D. Consultant must not claim DBE participation as attained until the amount to be claimed is paid and fully adheres to DBE crediting provisions.

If the Consultant has committed to utilize DBE(s) in the performance of this DOT-assisted contract, the Consultant's submitted "DBE Participation Commitment Form" will be utilized to monitor Consultant's DBE commitments, unless otherwise directed and/or approved by the Authority prior to the Consultant effectuating any changes to its DBE participation commitment(s) (*Refer to Subsection H: "Performance of DBE Subconsultants"*).

Consultant must complete and submit all required DBE documentation to effectively capture all DBE utilization on the Authority's DOT-assisted contracts whether achieved race neutrally or race consciously. Even if a Consultant has not committed to utilize DBE(s) in the performance of this contract, the Consultant must execute and submit all required DBE forms and other related documentation as specified under this contract or as otherwise requested by the Authority. No changes to the Consultant's DBE Commitment must be made until proper protocols for review and approval of the Authority are rendered in writing.

To ensure full compliance with the requirements of 49 CFR, Part 26 and the Authority's DBE Program, the Consultant must:

- A. Take appropriate actions to ensure that it will continue to meet the DBE Commitment at the minimal level committed to at award or will satisfy the good faith efforts to meet the DBE Commitment, when change orders or other contract modifications alter the

dollar amount of the contract or the distribution of work. The Consultant must apply and report its DBE goal commitments against the total Contract Value, including any contract change orders and/or amendments.

II. DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), the Authority has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs".

The project is subject to these stipulated regulations and the Authority's DBE program. In order to ensure that the Authority achieves its overall DBE Program goals and objectives, the Authority encourages the participation of DBEs as defined in 49 CFR, Part 26 in the performance of contracts financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of the Authority to:

Fulfill the spirit and intent of the Federal DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have equitable access to participate in all of Authority's DOT-assisted contracting opportunities.

- A. Ensure that DBEs can fairly compete for and perform on all DOT-assisted contracts and subcontracts.
- B. Ensure non-discrimination in the award and administration of Authority's DOT-assisted contracts.
- C. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
- D. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
- E. Help remove barriers to the participation of DBEs in DOT-assisted contracts.
- F. Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.
- G. Consultant must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subconsultant.

Any terms used in this section that are defined in 49 CFR, Part 26, or elsewhere in the Regulations, must have the meaning set forth in the Regulations. In the event of any conflicts or

inconsistencies between the Regulations and the Authority's DBE Program with respect to DOT-assisted contracts, the Regulations must prevail.

III. Authority's DBE Policy Implementation Directives

Pursuant to the provisions associated with federal regulation 49 CFR, Part 26, the Disadvantaged Business Enterprise (DBE) program exists to ensure participation, equitable competition, and assistance to participants in the USDOT DBE program. Accordingly, based on the Authority's analysis of its past utilization data, coupled with its examination of similar Agencies' Disparity Study and recent Goal Methodology findings the Authority has implemented the reinstatement of the DBE program utilizing both race-conscious and race-neutral means across the board as all protected groups participation have been affected using strictly race neutral means on its FTA-assisted contracts.

The Authority reinstates the use of contract goals and good faith efforts. Meeting the contract-specific goal by committing to utilize DBEs or documenting a bona fide good faith effort to do so, is a condition of award. Additionally, contract-specific goals are now specifically targeted at DBEs (*DBEs owned and controlled by Black Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, Asian-Pacific Americans, Sub-Continent Asian Americans, and Women*). In the event of a substitution, a DBE must be substituted with another DBE or documented adequate good faith efforts to do so must be made, in order to meet the contract goal and DBE contract requirements.

A. Definitions

The following definitions apply to the terms used in these provisions:

1. **"Disadvantaged Business Enterprise (DBE)"** means a small business concern:
(a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business concern must not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$19.57 million over the previous three fiscal years.
3. **"Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and

who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, or by the Authority pursuant to 49 CFR part 26.65. Members of the following groups are presumed to be socially and economically disadvantaged:

- a) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - b) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - c) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - d) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
 - e) "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh; and
 - f) Women, regardless of ethnicity or race.
4. **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.
5. **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Consultant.
6. **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
7. **"Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE and that attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under

circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR, Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR, Part 31. The Authority may refer the case to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.

8. ***"Other Socially and Economically Disadvantaged Individuals"*** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or a recognized California Unified Certification Program Certifying Agency to meet the social and economic disadvantage criteria described below.

B. "Social Disadvantage"

1. The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
2. The individual must demonstrate that he/she has personally suffered social disadvantage.
3. The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.
4. The individual's social disadvantage must be chronic, longstanding and substantial, not fleeting or insignificant.
5. The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
6. A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

C. "Economic Disadvantage"

1. The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.
2. The following criteria will be considered when determining the degree of diminished

credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

IV. Submission of DBE Information and Ongoing Reporting Requirements (Post-Award)

If there is a DBE goal on the contract, Consultant must complete and submit the following DBE exhibits (forms) consistent with Consultant DBE Goal Commitment within the specified timelines. Even if no DBE participation will be reported, the Consultant must execute and return the form:

- A. "Monthly DBE Subconsultant Commitment and Attainment Report Summary and Payment Verification" (Form 103)

The purpose of this form is to ensure Consultant DBE commitments are attained, properly reported and credited in accordance with DBE crediting provisions based on the capacity the DBE performs the scope of work/service. This form further serves to collect DBE utilization data required under 49 CFR, Part 26.

The Consultant is required to complete and submit a Form 103 to the Authority by the 10th of each month until completion of the contract. The Consultant must submit its first Form 103 following the first month of contract activity. Upon completion of the contract, the Consultant must complete and submit a "Final: Monthly DBE Subconsultant Commitment and Attainment Report Summary and Payment Verification" (Form 103) to facilitate reporting and capturing actual DBE attainments at conclusion of the contract.

The Form 103 must include the following information:

1. General Contract Information – Including Contract Number and Name, Prime Consultant and the following:
 - a) Original Contract Amount
 - b) Running Total of Change Order Amount
 - c) Current Contract Amount
 - a) Amount Paid to Consultant during Month
 - b) Amount Paid to Consultant from Inception to Date

- c) DBE Contract Goal
 - d) Total Dollar Amount of DBE Commitment
 - e) DBE Commitment as Percentage of Current Contract Amount
2. Listed and/Proposed Consultant/Subconsultant Information – For All DBE participation being claimed either Race Neutrally or Race Consciously, regardless of tier:
- a) DBE Firm Name, Address, Phone Number, DBE Type of Operation, Certification Type and Certification Number.
 - b) DBE Firm Contract Value Information:
Original contract amount, running total of change order amount, Current contract amount, Amount paid to Consultant during month and Amount paid to Consultant to date.

3. Consultant Assurance of Full Compliance with Prompt Payment Provisions

Consultant to sign the prompt payment assurance statement of compliance contained within the Form 103. Consultant is to further maintain and submit at the request of Authority a detailed running tally of related invoices submitted by DBE(s) and Non DBE(s), including dates of invoice submission, dates accepted and corresponding dates and amount of payments made. The Payment and Retention Reporting tally must also include:

DBE(s) and Non DBE(s) Invoice Number, Invoice Amount, Invoice Date, Prime Consultant's Invoice Number that incorporated the corresponding DBE and Non DBE invoice(s) for billing purposes, Date of Invoice submission to Authority, Date and amount Authority paid on Prime Consultant's Invoice. The report must also reflect a breakout of retention withheld (including retention as specified in subcontract agreement(s) and disputed invoice retention) and retention payments made, check number and date paid to DBE and Non DBE.

Consultant is advised not to report the participation of DBE(s) toward the Consultant's DBE attainment until the amount being claimed has been paid to the DBE. Verification of payments and/or a signed Verification of Payment by the applicable DBE or Non DBE must be submitted with Form 103 to authenticate reported payments.

4. DBE Subcontract Agreements

The Consultant must submit to the Authority copies of executed subcontracts and/or purchase orders (PO) for all DBE firms participating on the contract within ten working days of award. The Consultant must immediately notify the Authority in writing of any

problems it may have in obtaining the subcontract agreements from listed DBE firms within the specified time.

5. "Monthly DBE Trucking Verification" Form

Prior to the 10th of each month, the Consultant must submit documentation on the "Monthly DBE Trucking Verification" Form to the Authority showing the amount paid to DBE trucking companies. The Consultant must also obtain and submit documentation to the Authority showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contactor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Consultant must also obtain and submit documentation to the Authority showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month.

6. "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subconsultants"

Upon completion of the contract, a summary of these records must be prepared on the: "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subconsultants" and certified correct by the Consultant or the Consultant's authorized representative, and must be furnished to the Engineer. The form must be furnished to the Authority within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

7. "Disadvantaged Business Enterprises (DBE) Certification Status Change"

If a DBE Sub is decertified during the life of the project, the decertified Subconsultant must notify the Consultant in writing with the date of decertification. If a Subconsultant becomes a certified DBE during the life of the project, the Subconsultant must notify the Consultant in writing with the date of certification (Attach DBE certification/Decertification letter). The Consultant must furnish the written documentation to the AUTHORITY.

Upon completion of the contract, the "Disadvantaged Business Enterprises (DBE) Certification Status Change" must be signed and certified correct by the Consultant indicating the DBEs' existing certification status. If there are no changes, please indicate "No Changes". The certified form must be furnished to the Authority within 90 days from the date of contract acceptance.

V. DBE Eligibility and Commercially Useful Function Standards

A DBE must be certified at the time of Proposal submission:

1. A certified DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
2. A DBE may participate as a Prime Consultant, Subconsultant, joint venture partner with a Prime or Subconsultant, vendor of material or supplies, or as a trucking company.
3. 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.
4. At time of proposal submission, DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
 - A. The CUCP web site, which can be accessed at <http://www.californiaucp.com>; or the Caltrans "Civil Rights" web site at <http://www.dot.ca.gov/hq/bep>.
 1. A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., 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). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

VI. DBE Crediting Provisions

- A. When a DBE is proposed to participate in the contract, either as a Prime Consultant or Subconsultant, at any tier, only the value of the work proposed to be performed by the DBE with its own forces may be counted towards DBE participation. If the Consultant is a DBE joint venture participant, only the DBE proportionate interest in the joint venture must be counted.
 1. If a DBE intends to subcontract part of the work of its subcontract to a lower-tier Subconsultant, the value of the subcontracted work may be counted toward DBE participation only if the Subconsultant is a certified DBE and actually performs the work with their own forces. Services subcontracted to a Non-DBE firm may not be

credited toward the Prime Consultant's DBE attainment.

2. Consultant is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward DBE attainment, as follows:
 - a) Sixty percent (60%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a regular dealer; or
 - b) One hundred percent (100%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a DBE manufacturer.
3. The following types of fees or commissions paid to DBE Subconsultants, Brokers, and Packagers may be credited toward the prime Consultant's DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including:
 - a) Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Contract;
 - b) Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
 - c) Fees and commissions charged for providing any insurance specifically required in the performance of the Contract.
4. Consultant may count the participation of DBE trucking companies toward DBE attainment, as follows:
 - a) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
 - b) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - c) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - e) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease

arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

5. If the Consultant listed a non-certified 1st tier Subconsultant to perform work on this contract, and the non-certified Subconsultant subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subconsultant or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward DBE participation on the contract. If a DBE Consultant performs the installation of purchased materials and supplies they are eligible for full credit of the cost of the materials.

VII. Performance of DBE Subconsultants

DBEs must perform work or supply materials as listed in the "DBE Participation Commitment Form" specified under "*DBE Proposal Submission Requirements*" of these special provisions. Do not terminate a DBE listed Subconsultant for convenience and perform the work with your own forces or obtain materials from other sources without prior written authorization from the AUTHORITY.

The AUTHORITY grants authorization to use other forces or sources of materials for requests that show any of the following justifications (written approval from the AUTHORITY must be obtained prior to effectuating a substitution):

- A. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
- B. You stipulate a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
- C. Work requires a Consultants' license and listed DBE does not have a valid license under Consultants License Law.
- D. Listed DBE fails or refuses to perform the work or furnish the listed materials.
- E. Listed DBE's work is unsatisfactory and not in compliance with the contract.
- F. Listed DBE delays or disrupts the progress of the work.

G. Listed DBE becomes bankrupt or insolvent.

If a listed DBE Subconsultant is terminated, you must make good faith efforts to find another DBE Subconsultant to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution. The AUTHORITY does not pay for work or material unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section.

VIII. Additional DBE Subconsultants

In the event Consultant identifies additional DBE Subconsultants or suppliers not previously identified by Consultant for DBE participation under the contract, Consultant must notify the Authority by submitting "Request for Additional DBE Firm" to enable Consultant to capture all DBE participation. Consultant must also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

IX. DBE "Frauds" and "Fronts"

Only legitimate DBEs are eligible to participate as DBEs in the Authority's federally -assisted contracts. Proposers are cautioned against knowingly and willfully using "fronts." The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse or mismanagement of Federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline: (800) 424-9071; or to the following: 245 Murray Drive, Building 410, Washington, DC 20223; Telephone: (202) 406-570.

X. Consultant's Assurance Clause Regarding Non-Discrimination

In compliance with State and Federal anti-discrimination laws, the Consultant must affirm that they will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, the Consultant must affirm that they will consider, and utilize Subconsultants and vendors, in a manner consistent with non-discrimination objectives.

XI. Prompt Payment Clause

Upon receipt of payment by Authority, Consultant agrees to promptly pay each Subconsultant for the satisfactory work performed under this Agreement, no later than seven

(7) calendar days. Consultant agrees further to return retainage payments to each Subconsultant within thirty (30) calendar days after the Subconsultant's work is satisfactorily completed. Authority reserves the right to request the appropriate documentation from Consultant showing payment has been made to the Subconsultants. Any delay or postponement of payment from the above referenced time frames may occur only for good cause following written approval by Authority.

In accordance with 49 CFR part 26.29 "Prompt Payment Provisions" (DBE Final Rule) the Authority will elect to utilize the following method to comply with the prompt payment of retainage requirement:

Hold retainage from the Consultant and provide for prompt and regular incremental acceptances of portions of the Consultant, pay retainage to prime Consultants based on these acceptances, and require a contract clause obligating the Consultant to pay all retainage owed to the Subconsultants for satisfactory completion of the accepted work within thirty (30) days after payment to the Consultant.

Failure to comply with this provision or delay in payment without prior written approval from Authority will constitute noncompliance, which may result in appropriate administrative sanctions, including, but not limited to a withhold of two (2%) percent of the invoice amount due per month for every month that payment is not made.

These prompt payment provisions must be incorporated in all subcontract agreements issued by Consultant under this Agreement. Each subcontract must require the Subconsultant to make payments to sub-Subconsultants and suppliers in a similar manner.

XII. Administrative Remedies and Enforcement

Consultant must fully comply with the DBE contract requirements, including the Authority's DBE Program and Title 49 CFR, Part 26 "Participation of Disadvantaged Businesses in Department of Transportation Financial Assistance Programs" and ensure that all Subconsultants regardless of tier are also fully compliant. Consultant's failure to comply constitutes a material breach of contract, wherein the Authority will impose all available administrative sanctions including payment withholdings, necessary to effectuate full compliance. In instances of identified non-compliance, a Cure Notice will be issued to the Consultant identifying the DBE non-compliance matter(s) and specifying the required course of action for remedy.

The Consultant must be given ten (10) working days from the date of the Cure Notice to remedy or to (1) File a written appeal accompanied with supporting documentation and/or (2) Request a hearing with the Authority to reconsider the Authority's DBE determination. Failure to respond within the ten (10) working day period must constitute a waiver of the Consultant's right to appeal. If the Consultant files an appeal, the Authority, must issue a written determination and/or set a hearing date within ten (10) working days of receipt of the

written appeal, as applicable. A final Determination will be issued within ten (10) working days after the hearing, as applicable.

If, after review of the Consultant's appeal, the Authority decides to uphold the decision to impose DBE administrative remedies on the Consultant, the written determination must state the specific remedy(s) to be imposed.

Failure to comply with the Cure Notice and/or to remedy the identified DBE non-compliance matter(s) is a material breach of contract and is subject to administrative remedies, including, withholding at minimum of two (2%) percent of the invoice amount due per month for every month that the identified non-compliance matter(s) is not remedied. Upon satisfactory compliance the Authority will release all withholdings.

In addition to administrative remedies defined in this section, the Authority is not precluded from invoking other contractual and/or legal remedies available under federal, state or local laws.

EXHIBIT C: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the OCTA or any of its affiliated agencies. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed subconsultants and/or agent/lobbyist? Yes ____ No ____

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- The Prime Contractor Yes ____ No ____
- Subconsultant Yes ____ No ____
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes ____ No ____

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Identify the Board Member(s) to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Steve Jones, Chairman
Andrew Do, Vice Chairman
Lisa A. Bartlett, Director
Doug Chaffee, Director
Laurie Davies, Director
Barbara Delgleize, Director
Michael Hennessey, Director
Gene Hernandez, Director
Joseph Muller, Director
Mark A. Murphy, Director
Richard Murphy, Director
Miguel Pulido, Director
Tim Shaw, Director
Harry S. Sidhu, Director
Michelle Steel, Director
Donald P. Wagner, Director
Greg Winterbottom, Director

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS

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STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact Name:	Phone:
Project Award Date:	Original Contract Value:
Term of Contract:	
(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:	
(2) Summary and Status of contract:	
(3) Summary and Status of action identified in (1):	
(4) Reason for termination, if applicable:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

_____ Name

_____ Signature

_____ Title

_____ Date

**EXHIBIT E: DISADVANTAGED BUSINESS ENTERPRISE PROGRAM AND
FORMS**

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS

1.0 DBE Goal

To assist proposers in ascertaining DBE availability based on the specific items of work associated with this procurement, the Authority has determined that DBEs are ready, willing and able to compete for subcontracting opportunities on this project. The DBE Goal for this contract is **X%**.

2.0 DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (“U.S. DOT”), the Orange County Transportation Authority (“Authority”) has adopted a Disadvantaged Business Enterprise (“DBE”) Policy and Program, in conformance with Title 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.” The contract is subject to the following stipulated regulations. Pursuant to the intent of these Regulations, it is the policy of the Authority to fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in Authority’s U.S. DOT-assisted contracts and subcontracts. The Authority is firmly committed to its DBE Program objectives, which are designed to:

- 2.1** Ensure non-discrimination in the award and administration of Authority’s U.S. DOT-assisted contracts.
- 2.2** Create a level playing field on which DBEs can compete fairly for the Authority’s U.S. DOT-assisted contracts.
- 2.3** Ensure that the DBE Program and Overall Goal are narrowly tailored in accordance with applicable law.
- 2.4** Ensure that only firms that meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs in the Authority’s DBE program.
- 2.5** Help remove barriers which impede the participation of DBEs in the Authority’s U.S. DOT-assisted contracts.
- 2.6** Promote the use of DBEs in all types of U.S. DOT-assisted agreements and procurement activities conducted by the Authority.

- 2.7 Provide training and other assistance through our resource partners to address capital, bonding and insurance needs.
- 2.8 Assist in the development of DBE firms that can compete successfully in the marketplace outside the DBE Program; and
- 2.9 Establish and provide opportunities for DBEs by providing flexibility in the implementation of the Authority's DBE Program.

Proposers shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Any terms used in this section that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the Authority's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations shall prevail.

Race-Neutral/Race-Conscious DBE Program Measures

The Authority will utilize both race-neutral and race-conscious means to meet its overall DBE Program goal.

Race-neutral measures include, but are not limited to, conducting outreach, training, providing other resource assistance and assessing proposal delivery schedules to ensure that DBEs interested in proposing for U.S. DOT-assisted solicitations are provided Additional Authority Race-Neutral measures include ensuring that DBEs and other small business are afforded ample opportunity to participate in the Authority's U.S. DOT-assisted solicitations by unbundling large contracts to make them more accessible to small businesses and requiring or encouraging prime consultants to subcontract portions of work that they might, otherwise, perform with their own work forces. Race-neutral participation also includes any time a DBE obtains a Prime Contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal.

In conjunction with the race-neutral measures listed above, the Authority will implement race-conscious measures through the use of contract goals and good faith efforts. When a contract-specific goal is assigned to a project, proposers must demonstrate responsiveness by committing to meet the DBE goal or documenting a bona fide good faith effort to do so, as a condition of award. Contract-specific goals are specifically targeted at DBEs certified through the California Unified Certification Program ("CUCP").

3.0 Definitions

The following definitions apply to the terms as used in these provisions:

- 3.1 "Disadvantaged Business Enterprise (DBE)"** means a for-profit small business concern: (a) which is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 3.2 "Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
- 3.3 "Socially and Economically Disadvantaged Individuals"** means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
- 3.3.1 Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
- 3.3.2 Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
- 3.3.2.1 "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
- 3.3.2.2 "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- 3.3.2.3 "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;

- 3.3.2.4 "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - 3.3.2.5 "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - 3.3.2.6 Women; and
 - 3.3.2.7 Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- 3.3.3 Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
- 3.4 **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals;" and (b) whose management and daily business operations are controlled by one or more such individuals.
- 3.5 **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
- 3.6 **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- 3.7 **"Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE, and that attempts to participate in a U.S. DOT-assisted

program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31. The Authority may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise violates applicable Federal statutes.

3.8 "Other Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or the Authority to meet the social and economic disadvantage criteria described below.

3.8.1 Social Disadvantage

3.8.1.1 The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.

3.8.1.2 The individual must demonstrate that he/she has personally suffered social disadvantage.

3.8.1.3 The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.

3.8.1.4 The individual's social disadvantage must be chronic, longstanding and substantial; not fleeting or insignificant.

3.8.1.5 The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.

3.8.1.6 A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

3.8.2 Economic Disadvantage

3.8.2.1 The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.

3.8.2.2 The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

4.0 DBE Proposal Submission Requirements

Proposer must complete and submit the following DBE Exhibit (form) with their proposal:

- DBE Participation Commitment Form
 - Written Confirmation (required from each proposed DBE firm listed on the DBE Participation Commitment Form)

Proposer must complete and submit the following DBE Exhibits (forms) to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date:

- DBE Information - Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the DBE Participation Commitment Form)
- Bidders List

Required Forms	Submission
DBE Participation Commitment Form	Required at time of proposal
Written Confirmation (for each DBE firm listed on the DBE Participation Commitment Form)	Required at time of proposal
DBE Information – Good Faith Efforts	Required no later than 4:00 p.m. on the 2 nd business day after the proposal due date
Bidders List	Required no later than 4:00 p.m. on the 2 nd business day after the proposal due date

4.1 “DBE Participation Commitment Form” (Exhibit E-1) required at time of Proposal. The Proposer is to provide the following information for each DBE that will participate in the contract:

- 4.1.1 The complete name and address of each DBE who will participate in the contract;
- 4.1.2 Valid DBE Certification ID to confirm eligibility status through the CUCP, in conformance with 49 CFR Part 26;
- 4.1.3 A description of the work that each DBE will perform or provide;
- 4.1.4 The dollar amount of the work to be performed or provided by the DBE;
- 4.1.5 The dollar amount of the work eligible to be credited for each DBE towards the DBE goal (should not include lower-tier participation and should account for the type of work to be performed);
- 4.1.6 The proposer shall also submit, for each DBE to perform under this Agreement, a written confirmation signed and dated from each DBE listed, acknowledging that the DBE is participating in the contract for the specified dollar value and scope of work listed on the DBE Participation Commitment Form. A signed quote or proposal from the DBE firm can be used in lieu of the written confirmation; however, the dollar amount and scope(s) in the quote/proposal, and the amount and scope reflected on the DBE Participation Commitment Form must match identically.

4.2 “DBE Information - Good Faith Efforts” (Exhibit E-2)

To be a responsible and responsive proposer, the proposer must make good faith efforts to meet the goal. The proposer can meet this requirement in two ways. (i) the proposer can meet the goal by documenting commitments for participation by DBE firms sufficient for this purpose; or (ii) the proposer can demonstrate that he/she took all necessary and reasonable steps to achieve the DBE goal or other requirement of this part, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

If the proposer did not meet or obtain enough DBE participation to meet the DBE goal, the proposer must complete and submit the “DBE Information – Good Faith Efforts,” form demonstrating that the proposer made adequate good faith efforts to meet the goal.

If the proposer has met the DBE goal based on the participation of DBEs listed on the proposer’s “DBE Participation Commitment Form,” it is at the proposer’s discretion (i.e. this is not mandatory) to submit “DBE Information – Good Faith Efforts,” form. However, the submission of good faith efforts documentation can protect the proposer’s eligibility for award of the contract if the Authority determines that the proposer failed to meet the goal for various reasons (e.g. a DBE firm was not certified at proposal submission or the proposer made a mathematical error). Submittal of only the “DBE Information – Good Faith Efforts,” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made; therefore, the proposer is encouraged to attach additional information and supporting documents as necessary.

Good Faith Efforts documentation must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date.

For further guidance, refer to instructions on Exhibit E-2 “DBE Information – Good Faith Efforts,” form and the United States Department of Transportation’s (“U.S. DOT”) DBE Program, Appendix A of Title 49 CFR Part 26 - “Guidance Concerning Good Faith Efforts,” and the DBE Section of the Authority’s Pre-Proposal Power Point.

4.3 “Bidders List” (Exhibit E-3)

The Authority is required by Regulations to create and maintain a “Bidders List,” of all firms proposing or quoting on the Authority’s U.S. DOT-assisted contracts for use in calculating the Authority’s DBE goal(s). Proposers are required to complete and submit the requested information listed on the “Bidders List” form, for all firms (DBE[s] and non-DBE[s]) who submitted a bid, proposal or quote, including firms who were contracted by the prime proposer.

The “Bidders List” must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date.

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DBE PARTICIPATION COMMITMENT FORM

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL AS A
CONDITION OF DBE RESPONSIVENESS**

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

Proposer to Complete this Section

1. RFP No.: _____

2. Project Name/Description: _____

3. Prime Proposer Name: _____

4. Contract DBE Goal %: _____

5. Proposer's Total Bid Price _____
(If applicable)

Required DBE Commitment Information

6. DBE Firm (Name and Address)	7. DBE Certification Number	8. Description of Scope of Services/Work	9. Dollar Value (\$) or Percent (%) of Participation	10. Dollar Value (\$) or Percent (%) of Eligible DBE Participation/Commitment

Note: As a condition of responsiveness, the proposer is required to submit with the Proposal a written confirmation signed and dated from each DBE listed in Column 6 acknowledging that the DBE is participating in the contract for the specified dollar value (\$) or percent (%) and scope of work.

A quote or proposal from the DBE firm can serve in lieu of the written confirmation; however, the dollar and/or percentage amount in the written confirmation or quote/proposal and the amount shown on this form MUST match identically.

11. Total Dollar Value (\$) or Percent (%) of Eligible DBE Participation:

\$ _____

12. Eligible DBE Participation Represented as a Percentage (%) of Proposer's Total Proposal Price

_____ %

Proposer Assurance: The proposer certifies that information on this form is complete and accurate, that it has verified the listed DBE(s) certification status and is only crediting eligible DBE participation towards meeting the contract DBE goal.

13. Preparer's Name (Print)

14. Preparer's Signature

15. Preparer's Title

16. Date

() _____
17. Telephone No.

18. Email Address

INSTRUCTIONS - DBE Participation Commitment Form

Proposer is required to ensure all information is complete and accurate:

1. **RFP No.** - Enter the RFP Number.
2. **Project Name/Description** - Enter the name and/or description of the project.
3. **Prime Proposer Name** - Enter the proposer's firm name.
4. **Contract DBE Goal %** - Enter the contract DBE goal percentage.
5. **Proposer's Total Proposal Price** – Enter the proposer's total proposal price.
6. **DBE Firm** – Enter name and address of the proposed DBE firm. Identify all DBE firms being claimed for credit, regardless of tier.
7. **DBE Certification Number** - Enter the DBE's certification identification number. All DBEs must have a valid DBE certification at time of proposal due date.
8. **Description of Scope of Services/Work** – Enter the scope of services/work for each DBE firm listed to participate on this contract.
9. **Dollar Value (\$) or Percent (%) of Participation** - Enter the total dollar value or percent of participation for each listed DBE firm.
10. **Dollar Value (\$) or Percent (%) of Eligible DBE Participation/Commitment** - Enter the dollar value or percent of participation eligible to count towards meeting the contract DBE goal. This value should exclude work performed by lower tier subcontractors and account for the DBE's capacity based on their certification type in conformance with the DBE crediting provisions set forth in Title 49 CFR Part 26.55.
11. **Total Dollar Value (\$) of Eligible DBE Participation** - Enter the sum of all eligible participation listed in column 10.
12. **Eligible DBE Participation Represented as a Percentage (%) of Proposer's Total Price** - Enter the corresponding percentage of the total eligible DBE participation that the proposer is counting towards the proposer's DBE goal commitment (Formula: Item (11) Total Dollar Value (\$) of Eligible DBE Participation / Item (5) Proposer's Total Price = Proposer's DBE Goal Commitment Percent (%). If percent (%) is used in lieu of dollar value (\$) for Item (11), then Item (12) should equal percent listed in Item 11).
13. **Preparer's Name (Print)** - Clearly enter the name of the authorized person preparing the form on behalf of the proposer.
14. **Preparer's Signature** - Authorized person's signature.
15. **Preparer's Title** - Enter the position/title of the authorized person signing the form on behalf of the proposer.
16. **Date** - Enter the date the form is signed.
17. **Telephone No.** - Enter the area code and telephone number of the authorized person signing the form on behalf of the proposer.
18. **Email Address** - Enter the email address of the authorized person signing the form on behalf of the proposer.

NOTE: A firm is only eligible to count towards DBE participation in the NAICS codes contained within its California Unified Certification Program (CUCP) DBE Profile. Proposers are to verify that listed subconsultants contain DBE certification in the NAICS codes relevant to the scope they are being listed to perform.



DBE INFORMATION - GOOD FAITH EFFORTS

RFP No: _____ Proposal Due Date _____

The Orange County Transportation Authority (Authority) established a Disadvantaged Business Enterprise (DBE) goal of _____% for this contract. The information provided herein shows that a good faith effort was made by _____(Proposer).

Proposer shall submit the following information to document adequate good faith efforts to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's proposal due date, or as otherwise specified in the solicitation. Proposer should submit the following information even if the "DBE Participation Commitment Form" indicates that the proposer has met the DBE goal. This will protect the proposer's eligibility for award of the contract if Authority determines that the proposer failed to meet the goal for various reasons, e.g., a DBE firm was not certified at proposal submission, or the proposer made a mathematical error.

Submittal of only the form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following good faith efforts items (A through H) shall be minimally performed prior to proposal submission. Proposer to complete the following items in sufficient detail to effectively demonstrate that good faith efforts were undertaken to meet the established DBE goal:

- A. Items of Work the Proposer Made Available to DBE Firms; a description of work items and approximate dollar amounts made available to DBE firms by the proposer, value of work items as a percentage of total contract work, breakdown of larger scopes of contract work (including those items normally performed by the proposer with its own forces) into economically feasible units to facilitate DBE participation sufficient to meet the DBE contract goal. It is the proposer's responsibility to demonstrate that sufficient work was made available to facilitate DBE participation as follows (Provide documents that sufficiently evidence the efforts detailed below):

Description of Work Item	Proposer Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount (\$)	Percentage of Contract

- B. Solicitation Effort Documentation; the names and dates of written notices sent to certified DBEs soliciting proposals for this project and the dates and methods used to following up initial solicitations to determine with certainty whether the DBEs were interested (attach all copies of solicitation, telephone records, fax confirmations, email communications, etc.), amount of DBEs to repond, documentation to demonstrate the DBE firms were provided information about the contract (location of project, contract number, proposal due date, items of work made available and contact information) in the Request for Proposal from the proposer, the proposer solicited through all reasonable means (e.g. attendance at pre-proposal meetings, advertising and written notices) the interest of all certified DBEs who have the capability to perform the work of the contract, proposer to provide proof of aforementioned items, and DBEs in the market area for the work identified in 'Item A' as follows:

DBE Firm	Contact Name/Title	Method of Solicitation	Date of Initial Solicitation	Date of Follow-Up Solicitation	Response/ Interested in Proposing

(Note: Solicitations should occur at a minimum no later than 14 calendar days prior to the Authority's proposal due date and follow up to the solicitation should allow DBE firms reasonable time to respond). DBE firms solicited must be advised if the original proposal date has been extended.

- C. Rejected DBE Proposal Documentation; the names, addresses, phone numbers, and amount of rejected DBE firms, the reasons for the proposer's rejection of the DBE firms, the firms selected and accepted for that work (attach all copies of quotes from the firms involved inclusive of a detailed cost breakdown if opted to self-perform work) and the price (rates) difference for each DBE if the selected firms is not a DBE, include an explanation of quote(s) rejected.
- D. Publication Efforts Made to Advertise the Projects to Solicit DBE Participation; names and dates of each publication in which a request for DBE participation for this project was placed by the proposer (attach copies of advertisements or proof of publications). Publications should be placed at a minimum 14 calendar days before the Authority's proposal due date. If RFP due date is extended, proposer is to re-advertise new proposal due date.

Publications	Type of Publication (Trade/General/Minority/Focus)	Dates of Advertisement	Duration of Advertisement	Readvertisement (Proposal-Due Date Extension)

- E. Agencies, Organizations, or Groups Contacted to Provide Assistance in Contracting, Recruiting, and Using DBEs; the names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (Attach copies of requests to agencies, responses received and efforts made by the proposer in response).

F. Efforts to Provide Information About the Plans, Specifications, and Contract Requirements; efforts made to assist interested DBEs in obtaining necessary materials, or related assistance or services, proposer to provide evidence of effort.

G. Assistance with Lines of Credit, Insurance, and/or other Services; 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, proposer to provide a list of any assistance provided to DBEs:

H. Additional Data to Support a Demonstration of Good Faith Efforts; in determining whether a proposer made adequate good faith efforts, the Authority will take into account the performance of other proposers in meeting the DBE contract goal. Attach any additional information to support demonstration of good faith in this section:

NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS.



Bidders List

The Department of Transportation requires the Authority to create and maintain a "Bidders List" containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the Authority's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The proposer is to complete all requested information for every firm who submitted a bid, proposal or quote, including the primary proposer, and submit this information to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's proposal due date, or as otherwise specified in the solicitation. The Authority will utilize this information to assist in the Authority's DBE goal-setting process.

Prime Name and Location	Type of Work/Services/Materials Provided: NAICS/WCC	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.		DBE (Y/N)	Phone:	Annual Gross Receipts
				DIR Reg Number	DBE Certification ID			
Prime Proposer:								<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million
Contact Name:								Age of Firm: _____yrs.
Address:								

Subconsultant Name and Location	Type of Work/Services/Materials Provided: NAICS/WCC	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.		DBE (Y/N)	Phone:	Annual Gross Receipts
				DIR Reg Number	DBE Certification ID			
Firm Name:								<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million
Contact Name:								Age of Firm: _____yrs.
Address:								

Subconsultant Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts

	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
Firm Name:							<input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million
Contact Name:							Age of Firm: _____ yrs. <input type="checkbox"/> Less than \$1 million
Address:							<input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million
Name:							<input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million Age of Firm: _____ yrs. <input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million

Contact Name:								<input type="checkbox"/> Less than \$10 million
	Address:							<input type="checkbox"/> Less than \$15 million
								<input type="checkbox"/> More than \$15 million
								Age of Firm: _____ yrs.

NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS TO THE BIDDERS LIST REQUIREMENTS.



EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____			%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ 23. Local Agency Representative's Signature 24. Date _____ 25. Local Agency Representative's Name 26. Phone _____ 27. Local Agency Representative's Title			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. _____ 15. Preparer's Signature 16. Date _____ 17. Preparer's Name 18. Phone _____ 19. Preparer's Title

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Project Location** - Enter the project location as it appears on the project advertisement.
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
8. **Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. **Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime 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.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. **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. See LAPM Chapter 9 for how to count full/partial participation.
14. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

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

**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	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.

July 1, 2012 LPP 09-02

DRAFT

RFP 0-2371
Exhibit E-6

Name:																					
Address:																					
City, State, Zip Code:																					
Telephone Number:																					
TYPE: Subcontractor, Broker, Regular Dealer, or Manufacturer:																					
Supplier:																					
CERTIFICATION(s): () DBE () DBE () M Certification #:																					
Verification of Payment Attached: YES NO																					
Anticipated Commencement of Work Date:																					
DBE Total(s):																					
COMMENTS/ISSUES:																					
Eligible amount claimed is based on applicable crediting provisions. DBE Current contract value (excluding amounts subcontracted to lower tiers) multiplied by capacity of work performed by listed DBE (CUF).																					
Authorized Binding Name:																					
Authorized Binding Title:																					
Authorized Binding Signature:																					
If necessary, this form can be duplicated and/or modified; however, it must contain all requested data fields.																					

DBE Monthly Form 80?



EXHIBIT F: REQUEST FOR DBE SUBCONTRACTOR SUBSTITUTION

DRAFT



ORANGE COUNTY TRANSPORTATION AUTHORITY

REQUEST FOR DBE SUBCONTRACTOR/SUPPLIER SUBSTITUTION

Substitution of subcontractors shall be in accordance with the Contract Specifications. If a listed or approved DBE Subcontractor is unable to perform the work in accordance with the Contract Specifications, the Prime Contractor shall replace the Subcontractor with another DBE Subcontractor, or make good faith efforts to do so in accordance with the Contract Specifications. Such request for substitution is subject to approval by the Authority.

Project No.:	Project Name:
Prime Contractor:	
Business Address:	
Please Provide the Following Information for the Listed or Approved DBE Subcontractor:	
Subcontractor Name:	DBE Certification No:
Address:	
Contact Person:	Phone:
Email Address:	
Description of work:	
Original Contract Value:	Current Contract Value:
Reason for Substitution:	

Prime Contractor to select either Option A or B to meet substitution requirements:

ρ **A.** Please provide the following information if Contractor elects to substitute a DBE subcontractor with another DBE subcontractor.

Subcontractor Name:	DBE Certification No:
---------------------	-----------------------

Address:	
Contact Person:	Phone:
Description of work:	
Bid Item Number(s):	Proposed Subcontractor Bid Amount:

B. Please provide Good Faith Efforts undertaken to replace the originally proposed DBE subcontractor with another DBE subcontractor by attaching supporting documentation.

I certify under penalty of perjury that the above information is complete and correct.

Contract Representative Signature	Title
Business Phone Number	Date

CONCURRENCE BY ORIGINALLY PROPOSED DBE FIRM:

Signature	Title
Print Name	Date

AUTHORITY APPROVAL:

Date Request Received: _____

Date Letter Sent to Original DBE Subcontractor: _____

Authority's Approval of Request for Substitution? Yes No

If no, please state reason:

Reviewed by: _____ Date: _____

EXHIBIT G: RESTRICTIONS ON LOBBYING

DRAFT

CERTIFICATION
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

A. DEFINITIONS

1. Authority, as used in this clause, means the Orange County Transportation Authority, acting on behalf of the Orange County Transit District.
2. Covered Federal action, as used in this clause, means any of the following Federal actions:
 - a. The awarding of any Federal contract.
 - b. The making of any Federal grant.
 - c. The making of any Federal loan.
 - d. The entering into of any cooperative agreement.
 - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 450b of the Indian self-determination and Education Assistance Act (25 U.S.C. 450) and include Alaskan Natives.
4. Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.
5. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
6. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
 - a. An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.
 - b. A member of the uniformed services, as defined in the subsection

101(3), Title 37, United States Code.

- c. A special Government employee, as defined in Section 202, Title 18, United States Code.
 - d. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix section 3.
7. Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 8. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
 9. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
 10. Recipient, as used in this clause, includes the CONSULTANT and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 11. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
 12. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

B. PROHIBITIONS

1. Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from using appropriated funds to pay 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 any of the following covered Federal actions: 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; or, the modification of any Federal contract, grant, loan, or cooperative agreement.
2. The Act also requires consultant to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 a Federal contract, grant, loan or cooperative agreement.
3. The prohibitions of the Act do not apply under the following conditions:
 - a. Agency and legislative liaison by own employees.
 - (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (2) For purposes of paragraph C.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
 - (3) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:

Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities.

Technical discussions and other activities regarding the application of adaptation of the person's products or services for an agency's use.
 - (4) The following agency and legislative liaison activities are

permitted where they are prior to formal solicitation of any covered Federal action:

Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

- (5) Only those services expressly authorized by paragraph C.3.a.(1) of this clause are permitted under this clause.

b. Professional and technical services

- (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of:

A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as condition for receiving that Federal action.

Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include contractors and trade associations.

- (2) For purposes of paragraph C.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or

proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

- (3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (4) Only those services expressly authorized by paragraph C.3.a.(1) and (2) of this clause are permitted under this clause.
- (5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

- (1) The consultant who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or had agreed to made any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.
- (2) The consultant shall file a disclosure form at the end of each

calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

- (3) The consultant shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime consultant. The prime consultant shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding consultant.

d. Agreement

The consultant agrees not to make any payment prohibited by this clause.

e. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (2) Consultants may relay without liability on the representation made by their subcontractors in the certification and disclosure forms.

f. Cost Allowability:

Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provisions.

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**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf (name of bidder/offeror) of _____ that:

 (Firm name)

1. No Federal appropriated funds have been 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 making lobbying contracts to 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 the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. If bidder/offeror does not have any reportable activities to disclose, they shall check the box entitled "No Reportable Activities" on the attached Standard Form-LLL "Disclosure of Lobbying Activities" and complete Section 16 of the form. The certifying official shall sign and date the form, print his/her name, title and telephone number.
4. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors 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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The bidder/offeror, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidder/offeror understands and agrees that the provisions of 31 U.S.C. 3801, et seq. apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20____

By _____
 (Signature of authorized official)

 (Title of authorized official)

NO REPORTABLE ACTIVITIES (Bidder/Offeror required to complete Section 16 below.)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by
OMB
003480045

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material changes For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)			b. Individuals Performing Services (including address if different from No 10a) (last name, first name, MI):		
(attach Continuation Sheet(s) SF - LLL - A if necessary)					
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other specify: _____		
12. Forum of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contracted for Payment indicated in Item, 11: (attach Continuation Sheet(s) SF-LLL-A if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by Code 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.			Signature: _____ Print name: _____ Title: _____ Telephone No: _____ Date: _____		

Federal Use Only Authorized for Local Reproduction Standard Form - LLL

Approved by
OMB
003480045

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This DISCLOSURE FORMS SHALL BE COMPLETED BY the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address city, state, and zip code of the prime Federal recipient. Include Congressional District.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United State Coast Guard.
7. Enter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a.). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0446), Washington, D.C. 20503.

Approved by
OMB
003480045

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

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EXHIBIT H: SAFETY SPECIFICATIONS

DRAFT

**MODIFIED LEVEL 1, 2, & 3 HEALTH, SAFETY AND ENVIRONMENTAL (HSE)
SPECIFICATIONS FOR RFP 0-2371 PREPARATION OF PLANS, SPECIFICATIONS, AND
ESTIMATES FOR INTERSTATE 5 WIDENING PROJECT BETWEEN YALE AVENUE AND
STATE ROUTE 55**

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during the course of this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of public and workers.

G. INJURY AND ILLNESS PREVENTION PLAN

1. Injury Illness Prevention Program

The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and

vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

2. Substance Abuse Prevention Program

Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

3. Heat Illness Prevention Program

Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

4. Hazard Communication Program

Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

5. Storm Water Pollution Prevention Plan

The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the scope. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements.

1.2 INCIDENT NOTIFICATION AND INVESTIGATION

A. The Authority shall be promptly notified of any of the following types of incidents:

1. Damage to Authority property (or incidents involving third party property damage);
2. Reportable and/or recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
3. Incidents impacting the environment, i.e. spills or releases on Authority property.
4. Incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work.
5. Investigations or site visit by a regulatory agency (i.e., Cal-OSHA, DTSC, EPA, SCAQMD, OC Health Care Agency, etc.)

- B. Notification shall be made to Authority Project Manager. An immediate verbal notice followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted as soon as possible and within seven (7) calendar days at the latest. The report shall include the following information. The Current Status of anyone injured, investigation photos of the incident area, photos of the existing conditions and area around the injury/incident scene, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and Management's evaluation of effectiveness, a copy of the task planning documentation, copy of training records (employee, equipment operator, etc.) a copy of the Physician's first report of injury, a copy of Cal/OSHA 300 log of work related injuries and illnesses, a copy of the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident investigation and incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident or as determined by the Authority Project Manager. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager and the HSEC Department Manager. The serious incident presentation shall include, but not be limited to; action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using the root cause analysis flow chart method, tap-root method, or the fishbone method), evaluation of applicable policies/procedures effectiveness, task communication effectiveness, key management and supervisor oversight, a written detailed recovery plan that identifies corrective actions to prevent a similar incident, and proposed actions to enhance safety culture awareness.
- E. Non-Disclosure Requirement, Contractor is strictly prohibited from giving any information to the news media. In such event, spokespersons for the Authority will manage all media inquiries. Contractor shall provide any information requested from Governmental Entities related to construction accidents. Such information shall also be provided to Authority immediately, as soon as possible.
1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
 2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents

involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.

3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

PART II – SPECIFIC REQUIREMENTS – DESIGN SURVEY / SURVEY CREWS

Level 2 Safety Specification Requirements for Survey Crew Field Tasks

2.0 DESIGNATED SAFETY REPRESENTATIVE

- A. Before beginning on-site activities, the Contractor shall designate an On-site HSE Representative. This person shall be a Competent or Qualified Individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards, and has the authority to affect changes in work procedures that may have associated schedule and budget impacts.

The Contractor shall submit a resume of the designated on-site HSE Representative Professional Certification, upon request, within 72 hours.

Certification from the Board of Certified Safety Professionals (BCSP)

- Certified Safety Professional (CSP), or,
- Associate Safety Professional (ASP), or
- Construction Health and Safety Technician (CHST), or,
- Safety Trained Supervisor (STS), or,
- Safety Trained Supervisor Construction (STSC)

Experience:

The Contractor's on-site HSE Representative(s) shall have a minimum of five (5) years of heavy construction or scope agreement experience in administering HSE programs on project sites, the last two years of which have been

administering HSE compliance in a similar type of scope (Construction, Industrial, etc.) for which Contractor is contracting with the Authority. The designated HSE Representative shall have full stop work authority.

- B. A Competent or Qualified Individual means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

2.1 ORIENTATION

- A. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation at a minimum shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.
- B. A Job Hazard Analysis (JHA) shall be prepared for the activities performed.
- C. Copies of orientation documents and JHA shall be provided to the Authority Project Manager within 72 hours upon request.

PART III – SPECIFIC REQUIREMENTS – GEOTECHNICAL EXPLORATION

Level 3 Safety Specifications for Geotechnical Subsurface Field Task Activities

3.0A PROJECT TASK SPECIFIC WORK PLAN AND JOB HAZARD ANALYSIS

- A. The Contractor shall develop a site project appropriate task plan that shall include as necessary for this scope: Permits, Evacuation, Emergency Plan, Roles and Responsibilities, Scope and Task Activity Details, Safe Work Methods, Hazard Identification & Risk Control, First Aid and Injury Management, Emergency Procedures, Public Protection, Training and Orientation Requirements. A copy of the task plan and JHA shall be provided to the Authority Project Manager within 72 hours upon request.

3.1 DESIGNATED SAFETY REPRESENTATIVE

QUALIFICATIONS – The Contractor shall submit a resume of the designated on-site HSE Representative and a copy of their Professional Certification, upon request, within 72 hours.

A certification from the Board of Certified Safety Professionals (BCSP)

- Certified Safety Professional (CSP), Or;
- Associate Safety Professional (ASP), or
- Construction Health and Safety Technician (CHST), or,

Certification from the American Board of Industrial Hygiene (ABIH)

- Certified Industrial Hygienist (CIH)

Experience:

The Contractor's on-site HSE Representative(s) shall have a minimum of seven (7) years of heavy construction or scope agreement experience in administering HSE programs on project sites, the last two years of which have been administering HSE compliance in a similar type of scope (Construction, Industrial, etc.) for which Contractor is contracting with the Authority. The designated HSE Representative shall have full stop work authority.

The Authority reserves the right to allow for an exception to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.

3.2 SITE HSE ORIENTATION

- A. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation, at a minimum, shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, HAZWOPER, security requirements, and similar project safety requirements.
- B. Copies of orientation documents shall be provided to the Authority Project Manager within 72 hours upon request.

3.3 TRAINING DOCUMENTATION

- A. To ensure that each employee is qualified to perform their assigned work, when applicable to scope work, Contractor shall verify training documentation is in place, prior to and during contract scope, and make available to the Authority, upon request, within 72 hours. Training may be required by the Authority or CCR Title 8 Standards and required for activity on Authority's property and/or Authority projects. Contractor shall provide to Authority, upon request, within 72 hours.

PART IV - REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. CFR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Construction Industry Institute (CII)
- E. USACE Construction Quality Management Manuel (EM-385-1-1)

END

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EXHIBIT I: CERTIFICATION OF CONSULTANT COMMISSION AND FEES

DRAFT

CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the _____, and duly authorized representative of the firm of _____, whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

(Signature)

**EXHIBIT J: CONSULTANT CERTIFICATION OF CONTRACT COSTS AND
FINANCIAL MANAGEMENT SYSTEM**

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant’s Full Legal Name: _____

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ % **OR**

Home Office Rate _____% and Field Office Rate (if applicable) _____%

Facilities Capital Cost of Money _____% (if applicable)

Fiscal period * _____

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant’s one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant’s ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is _____.
- Years of consultant’s experience with 48 CFR Part 31 is _____.
- Audit history of the consultant’s current and prior years (if applicable)
 - Cognizant ICR Audit Local Gov’t ICR Audit Caltrans ICR Audit
 - CPA ICR Audit Federal Gov’t ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: _____ Title**: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email**: _____ Phone Number**: _____

**An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: **Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency’s invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.**

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

EXHIBIT K: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

DRAFT

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No. _____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

**EXHIBIT L: PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL
DOCUMENTS**

PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL DOCUMENTS

Offeror is required to submit one copy of the completed and signed form as part of its proposal and it should be included only in the original proposal. Offeror shall complete either Option 1 or Option 2 which ever applies.

Option #1: Public Records Act Indemnification Agreement

By signing below, the Proposer agrees as follows regarding its Proposal:

If Authority receives a Public Records Act request (Government Code sections 6250 et seq.) which seeks any portion of Proposer’s proposal that the Proposer has marked as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation (the "PRA Documents"), the Authority will notify the Proposer of the request. The Proposer shall, within three business days of such notification from the Authority, inform the Authority as to whether it desires the PRA Documents to be withheld, and shall thereafter timely provide a legal basis for each such requested withholding. If the Authority determines to withhold the PRA Documents, Proposer shall indemnify and defend Authority from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs.

Proposer shall pay all costs, immediately as they come due, pertaining to any action under the Public Records Act related to any portion of Proposer’s proposal marked or designated as described above, and withheld by Authority. If the Proposer fails to notify the Authority in writing within three business days, or to timely provide a legal basis for the withholding of documents, Proposer agrees that Authority shall release and disclose Proposer records, notwithstanding any marking or designation of the PRA Documents.

In no case shall Authority be liable for any inadvertent disclosure of any Proposer proposal documents, or any disclosure made by Authority upon a good faith belief that disclosure is required by law, or in the event Proposer has failed to notify the Authority in writing of its desire to withhold the PRA Documents within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such PRA Documents, and Proposer waives any claims it may have had related to such disclosure.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____

Option #2: Non-Applicability

This Proposer has not marked any portion of its proposal as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____

DRAFT



June 22, 2020

To: Members of the Board of Directors 

From: Darrell E. Johnson, Chief Executive Officer

Subject: Taxpayer Oversight Committee Measure M2 Annual Public Hearing Results and Compliance Findings

Overview

Measure M, Orange County's one-half cent sales tax for transportation, passed in 1990 and renewed in 2006, calls for an independent committee to ensure compliance with the Measure M2 Ordinance. As required by the Measure M2 Ordinance, the Taxpayer Oversight Committee conducted the 29th Measure M Annual Public Hearing on June 9, 2020. The Taxpayer Oversight Committee found the Orange County Local Transportation Authority has proceeded in accordance with Measure M2 Ordinance No. 3 during 2019.

Recommendation

Receive and file as an information item.

Background

The Measure M2 (M2) Taxpayer Oversight Committee (TOC) is mandated by the Measure M2 Ordinance. The TOC is an independent committee representing all five supervisorial districts in Orange County. The TOC is responsible for ensuring the transportation projects in M2 are implemented according to the investment plan approved by the voters in 2006. The TOC meets bimonthly to review progress on the implementation of M2.

The TOC is required to hold an annual public hearing to receive comments from citizens regarding M2 as part of its oversight effort, to determine whether the Orange County Transportation Authority (OCTA), acting as the Orange County Local Transportation Authority (OCLTA), is proceeding in accordance with the M2 Transportation Ordinance and Investment Plan.

The results of the hearing and the findings of the TOC are transmitted to the OCTA Board of Directors annually. The TOC has consistently found OCTA in compliance for the past 28 years.

Discussion

The 29th Measure M Annual Public Hearing took place on June 9, 2020. The hearing was publicized through news releases, public notices, and posted on OCTA's social media sites and *On the Move* blog.

Following the public hearing, review of the annual financial audit of OCLTA, and all other information the committee members have been provided to date, the TOC made the determination at its June 9, 2020 meeting that during 2019, OCTA has proceeded in accordance with the M2 Transportation Ordinance and Investment Plan. Frank Davies, Chair of the TOC, prepared an official letter stating its findings (Attachment A).

Additionally, in accordance with M2 Ordinance No. 3, Section 10, Paragraph 3, Chair Davies certified that the revenues, through fiscal year ending June 30, 2019, have been spent in compliance with the M2 Ordinance.

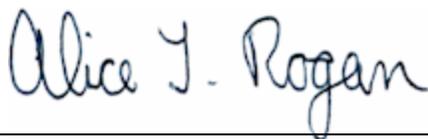
Summary

Subsequent to bimonthly meetings and the M2 Annual Public Hearing on June 9, 2020, the TOC has determined that OCTA is proceeding in accordance with the M2 Transportation Ordinance and Investment Plan.

Attachment

- A. Memo to Steve Jones, Chairman, Orange County Transportation Authority, from Frank Davies, Chair, Measure M2 Taxpayer Oversight Committee, dated June 9, 2020, Subject – 29th Measure M2 Annual Public Hearing

Prepared by:



Alice T. Rogan
Director, Marketing and Public
Outreach
714-560-5577

Approved by:



Maggie McJilton
Interim Executive Director,
External Affairs
(714) 560-5824



Measure M2 Taxpayer Oversight Committee

June 9, 2020

To: Steve Jones, Chairman
Board of Directors
Orange County Transportation Authority

From: Taxpayer Oversight Committee

Subject: 29th Measure M2 Annual Public Hearing

In accordance with Attachment C "Taxpayer Oversight Committee," the Taxpayer Oversight Committee (TOC) is required to conduct an annual public hearing to determine whether the Orange County Transportation Authority (Authority) is proceeding in accordance with the Renewed Measure M (M2) Transportation Ordinance and Investment Plan.

The TOC conducted the annual public hearing on June 9, 2020. No items were presented at the hearing to indicate that the Authority was not proceeding in accordance with the M2 Transportation Ordinance and Investment Plan during 2019.

Based upon the above-mentioned hearing, 2018/19 Local Transportation Authority (LTA) financial audit results and all other information the TOC has to date, the TOC hereby finds the Authority is proceeding in accordance with the M2 Transportation Ordinance and Investment Plan.

Also, in accordance with Ordinance No. 3, Section 10, Paragraph 2, I certify that the M2 revenues, through fiscal year ending June 30, 2019, have been spent in compliance with the M2 Transportation Ordinance and Investment Plan.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Frank Davies', is written over a light blue horizontal line.

Frank Davies, Chair
Measure M2 Taxpayer Oversight Committee
Orange County Auditor-Controller



COMMITTEE TRANSMITTAL

June 22, 2020

To: Members of the Board of Directors

From: Laurena Weinert, ^{LT} Clerk of the Board

Subject: Approval of the Amended and Restated Orange County Local Transportation Authority 2021 Credit and Fee Agreements

Finance and Administration Committee Meeting of June 10, 2020

Present: Directors Do, Hennessey, Hernandez, Jones, Muller, and Steel
Absent: Director R. Murphy

Committee Vote

Following the roll call vote, this item was declared passed 6-0 by the Members present.

Committee Recommendations

- A. Approve the Amended and Restated 2021 Credit and Fee Agreements by and among Bank of America, N.A., the Orange County Transportation Authority, and the Orange County Local Transportation Authority each dated as of June 29, 2020, in substantially the form presented to this board at this meeting and in the total amount of \$500 million and authorize the Chief Executive Officer to negotiate and execute the final 2021 Amended and Restated Credit and Fee Agreements.
- B. Authorize the Chair, Vice Chair, Chief Executive Officer, Chief Financial Officer, and Director of Finance and Administration to sign and deliver all documents relating to said agreements, including the credit agreement, fee agreement, incumbency certificate, closing certificate, bank note, receipts, notices, and agreements related thereto.



June 10, 2020

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Approval of the Amended and Restated Orange County Local Transportation Authority 2021 Credit and Fee Agreements

Overview

In July 2017, the Orange County Local Transportation Authority secured a line of credit from the Bank of America N.A. for \$900 million to satisfy a requirement of the Transportation Infrastructure Finance and Innovation Act loan for the Interstate 405 Improvement Project. The line of credit was structured in two commitment tranches, the Orange County Local Transportation Authority 2019 Credit Agreement, in an amount of \$400 million, and the Orange County Local Transportation Authority 2021 Credit Agreement, in an amount of \$500 million.

The 2019 Credit and Fee Agreements were terminated in 2019 when Orange County Local Transportation Authority issued its Measure M2 Sales Tax Revenue Bonds to finance the project. Staff is recommending an amendment to the 2021 Credit and Fee Agreements, which will lower the commitment fee paid to the bank in exchange for changing the expiration date of the agreements from July 16, 2021 to June 28, 2021.

Recommendations

- A. Approve the Amended and Restated 2021 Credit and Fee Agreements by and among Bank of America, N.A., the Orange County Transportation Authority, and the Orange County Local Transportation Authority each dated as of June 29, 2020, in substantially the form presented to this board at this meeting and in the total amount of \$500 million and authorize the Chief Executive Officer to negotiate and execute the final 2021 Amended and Restated Credit and Fee Agreements.

- B. Authorize the Chair, Vice Chair, Chief Executive Officer, Chief Financial Officer, and Director of Finance and Administration to sign and deliver all documents relating to said agreements, including the credit agreement,

fee agreement, incumbency certificate, closing certificate, bank note, receipts, notices, and agreements related thereto.

Discussion

As a condition precedent to close the Orange County Transportation Authority (OCTA) Transportation Infrastructure Finance and Innovation Act (TIFIA) loan on July 26, 2017, OCTA secured a line of credit (LOC) from the Bank of America N.A. (BANA) for \$900 million. The BANA LOC was structured in two commitment tranches, the Orange County Local Transportation Authority (OCLTA) 2019 Credit Agreement and the OCLTA 2021 Credit Agreement. OCTA obtained the LOCs to satisfy the requirement in the TIFIA Loan Agreement that OCTA has all the committed funding needed to pay for the I-405 Improvement Project. OCLTA is the obligor on the LOC since repayment of draws under the LOC are derived from a subordinate pledge of Measure M2 (M2) Sales Tax Revenues.

In February 2019, OCTA used the proceeds of its 2019 M2 Sales Tax Revenue Bonds to deposit \$400 million into the M2 Indenture Project Fund for the I-405 Improvement Project to satisfy the committed funding requirement in the TIFIA Loan Agreement relating to this funding source and thereby terminated the 2019 OCLTA Credit Agreement.

The remaining \$500 million 2021 OCLTA Credit Agreement commitment expiration date is currently July 16, 2021. BANA has requested that OCTA amend the 2021 OCLTA Credit and Fee Agreements to change the expiration from July 16, 2021 to June 28, 2021. If the amendment is approved, BANA has agreed to reduce the 2021 Commitment Fee Rate by two basis points (from 0.36 percent to 0.34 percent), resulting in savings of approximately \$100,000, over the remaining life of the agreement. OCTA staff will not incur any expenses as a result of the proposed amendment.

Summary

Bank of America N.A. has requested an amendment to the expiration date of the Orange County Local Transportation Authority's 2021 Credit and Fee Agreements in exchange for lowering the commitment fee paid to the bank. The expiration date would change from July 16, 2021 to June 28, 2021 in exchange for a two basis point decrease in commitment fee, which would save approximately \$100,000 over the life of the remaining agreement.

Attachments

- A. Amended and Restated 2021, Credit Agreement, Dated as of June 29, 2020, by and among Orange County Local Transportation Authority, Orange County Transportation Authority, and Bank of America, N.A.
- B. Amended and Restated 2021 Fee Agreement, Dated June 29, 2020
- C. Amended and Restated 2021 Bank Note

Prepared by:



Robert Davis
Department Manager
Treasury/Public Finance
(714) 560-5675

Approved by:



Andrew Oftelie
Chief Financial Officer
Finance and Administration
(714) 560-5649

CHAPMAN DRAFT DATED MAY 20, 2020

AMENDED AND RESTATED 2021 CREDIT AGREEMENT

Dated as of June 29, 2020

by and among

ORANGE COUNTY LOCAL TRANSPORTATION AUTHORITY,

ORANGE COUNTY TRANSPORTATION AUTHORITY

and

BANK OF AMERICA, N.A.

AMENDED AND RESTATED 2021 CREDIT AGREEMENT

(This Table of Contents is not a part of this
Amended and Restated 2021 Credit Agreement and is only
for convenience of reference)

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Exhibit A	— Form of Loan Notice
Exhibit B	— Form of Bank Note

AMENDED AND RESTATED 2021 CREDIT AGREEMENT

This AMENDED AND RESTATED 2021 CREDIT AGREEMENT dated as of June 29, 2020 (together with any amendments or supplements hereto, this “*Agreement*”), is by and among the ORANGE COUNTY TRANSPORTATION AUTHORITY, a public agency of the State of California responsible for transportation matters within the County of Orange, California (“*OCTA*”) and the ORANGE COUNTY LOCAL TRANSPORTATION AUTHORITY, a local transportation authority duly established and existing under the laws of the State of California (the “*Authority*”) and BANK OF AMERICA, N.A., a national banking association and its successors and assigns (the “*Bank*”).

WITNESSETH:

WHEREAS, OCTA is a public agency of the State of California duly organized and existing pursuant to the Public Utilities Code of the State of California (Section 130000 *et seq.*) (the “*Act*”);

WHEREAS, the Authority is a local transportation authority duly organized and existing pursuant to the Local Transportation Authority and Improvement Act, being Division 19 of the Public Utilities Code of the State of California (Section 180000 *et seq.*) (the “*Act*”);

WHEREAS, the Authority is authorized pursuant to the Act to, among other things, and with voter approval, levy a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the California Revenue and Taxation Code (the “*Sales Tax Law*”) and to incur indebtedness and obligations secured by and payable from the proceeds of such tax;

WHEREAS, the Authority adopted Ordinance No. 3, named the “Renewed Measure M Transportation Ordinance and Investment Plan” (the “*Ordinance*”) on July 24, 2006, pursuant to the provisions of the Act, which Ordinance provides for the imposition of a retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of Orange in accordance with the provisions of the Sales Tax Law (as herein defined) at the rate of one-half of one percent (1/2%) for a period of thirty (30) years;

WHEREAS, by its terms, the Ordinance became effective on November 8, 2006, the day after the election at which the proposition imposing the Sales Tax (as herein defined) was approved by more than two-thirds of the electors voting on the measure;

WHEREAS, the Ordinance empowers the Authority to issue, from time to time, on, before or after commencement of the collection of the Sales Tax, bonds or other evidences of indebtedness as permitted by the Ordinance and the hereinafter defined Indenture;

WHEREAS, the Authority is authorized by the Act to issue from time to time limited tax bonds (defined to include indebtedness and securities of any kind or class, including loans and other obligations), secured and payable in whole or in part from revenues of the Sales Tax;

WHEREAS, in order to accomplish the issuance and delivery of the Existing Bank Note (as herein defined) to evidence and secure the Loans (as herein defined) made by the Bank under the

Existing Agreement (as herein defined) and the other Obligations (as herein defined), the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee, and its permitted successors and assigns (the “*Trustee*”) entered into the Second Supplemental Indenture, dated as of June 1, 2017 (as amended, supplemented, modified or restated from time to time in accordance with the terms hereof and thereof, referred to herein as the “*Supplemental Indenture*”), which Supplemental Indenture supplemented the Master Indenture of Trust dated as of December 1, 2010 (as amended, supplemented, modified or restated from time to time in accordance with the terms hereof and thereof, the “*Senior Lien Bond Indenture*”), between the Authority and Trustee, relating to the Authority’s Measure M2 Sales Tax Revenue Bonds (Limited Tax Bonds), as the same has been amended, supplemented, modified or restated from time to time in accordance with the terms thereof and as may be further amended, supplemented, modified or restated from time to time in accordance with the terms hereof and thereof;

WHEREAS, the Bank previously agreed to extend to the Authority the Commitment (as herein defined) and to make Loans upon the terms and conditions of that certain 2021 Credit Agreement dated as of July 1, 2017 (the “*Existing Agreement*”) by and among OCTA, the Authority, and the Bank; and

WHEREAS, the Authority and the Bank have agreed to make certain amendments to the Existing Agreement and Existing Bank Note, and, for the sake of clarity and convenience, the Authority and the Bank have agreed to amend and restate both the Existing Agreement and Existing Bank Note.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained and other consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Bank to extend to the Authority the Commitment and to make Loans, the Authority and the Bank agree as follows:

ARTICLE ONE DEFINITIONS

Section 1.1. Definitions. As used in this Agreement:

“*Act*” has the meaning set forth in the recitals hereof.

“*Agreement*” means this Amended and Restated 2021 Credit Agreement, as amended, supplemented and otherwise modified from time to time in accordance with the terms hereof.

“*Annual Debt Service*” means, for the 12 month period then ended, the aggregate amount of principal and interest on all MADS Debt becoming due and payable during such 12 month period then ended. For purposes of calculating Annual Debt Service, the following assumptions shall be utilized to calculate the principal and interest on MADS Debt becoming due during such 12 month period then ended:

- (i) Assumed Debt Service shall be included in such calculation;

(ii) in determining the principal amount due in such 12 month period then ended on all MADS Debt other than Bonds, bond anticipation notes and grant anticipation notes which constitute Assumed Debt Service, payment shall (unless a different subsection of this definition applies for purposes of determining principal maturities or amortization) be assumed to be made in accordance with any amortization schedule established for such MADS Debt, including any mandatory sinking account payments or any scheduled redemption or payment on the basis of accreted value (as such term is defined in the document pursuant to which such debt was issued or incurred), and for such purpose, the redemption payment or payment of accreted value shall be deemed a principal payment and interest that is compounded and paid as accreted value shall be deemed due on the scheduled redemption or payment date of such debt;

(iii) if any MADS Debt bears, or if any MADS Debt proposed to be issued will bear interest at a variable interest rate for which an Interest Rate Swap Agreement is not in place and the interest on which is excluded or expected to be excluded from gross income for federal income tax purposes, the interest rate on such MADS Debt for periods when the actual interest rate cannot yet be determined shall be assumed to be equal to (A) with respect to any Senior Lien Debt, the average of the SIFMA Municipal Swap Index for the five (5) years preceding such date of calculation and (B) with respect to any MADS Debt other than Senior Lien Debt, the average of the SIFMA Municipal Swap Index for the five years preceding the date of calculation plus two percent (2%);

(iv) if any MADS Debt bears, or if any MADS Debt proposed to be issued will bear, interest at a variable interest rate for which an Interest Rate Swap Agreement is not in place and the interest on which is included or expected to be included in gross income for federal income tax purposes, the interest rate on such MADS Debt shall be calculated at an interest rate equal to 100% of the average Three Month USD LIBOR Rate during the five (5) years preceding such date of calculation;

(v) with respect to any MADS Debt bearing interest, or expected to bear interest, at a variable interest rate for which an Interest Rate Swap Agreement is in place providing for a fixed rate of interest to maturity or for a specific term with respect to such MADS Debt, the interest rate on such MADS Debt shall be assumed to be the synthetic fixed interest rate specified in such Interest Rate Swap Agreement for such term; provided that if, pursuant to a Certificate of the Authority filed with the Trustee, as applicable, the sum of (x) interest payable on such MADS Debt, plus (y) amounts payable by the Authority under such Interest Rate Swap Agreement, less (z) amounts receivable by the Authority under such Interest Rate Swap Agreement, is expected to be greater than the interest payable on the MADS Debt to which such Interest Rate Swap Agreement relates (i.e., if such Interest Rate Swap Agreement is an "off-market" Interest Rate Swap Agreement), then, in such instance, such excess amounts payable by the Authority under such Interest Rate Swap Agreement shall be included in the calculation of Annual Debt Service;

(vi) with respect to any MADS Debt bearing interest, or expected to bear interest, at a fixed interest rate for which an Interest Rate Swap Agreement is in place providing for a net variable interest rate with respect to such MADS Debt for a specific

term, the interest rate on such MADS Debt shall be assumed to be equal for such term to the sum of (x) the fixed interest rate or rates to be paid on the MADS Debt, minus (y) the fixed interest rate or rates receivable by the Authority under such Interest Rate Swap Agreement, plus (z) the average interest rate of the index on which the Interest Rate Swap Agreement is based, as identified in a Certificate of the Authority, or, if not based on an identifiable index, then, with respect to MADS Debt the interest on which is tax-exempt, the SIFMA Municipal Swap Index, and, with respect to MADS Debt the interest on which is taxable, the Three Month USD LIBOR Rate, in each case, over the five (5) years preceding the date of calculation;

(vii) if any debt features an option, on the part of the owners or an obligation under the terms of such debt, to tender all or a portion of such debt to the Authority, the Trustee or other fiduciary or agent, and requires that such debt or portion thereof be purchased if properly presented, then for purposes of determining the principal amount due during the 12 month period then ended, the options or obligations of the owners of such debt to tender the same for purchase or payment prior to the stated maturity or maturities shall be ignored solely for such purposes and not treated as a principal maturity (but shall be included as principal due during such period if a different subsection of this definition applies for purposes of determining principal maturities or amortization); and

(viii) principal and interest payments shall be excluded to the extent such payments are to be paid from amounts then currently on deposit, including Investment Securities and interest the Authority expects to receive thereon, with the Trustee or other fiduciary in escrow specifically and irrevocably pledged therefor and to the extent that such interest payments are to be paid from the proceeds of MADS Debt, including Investment Securities and interest the Authority expects to receive thereon, held by the Trustee or other fiduciary as capitalized interest specifically to pay such interest or from Subsidy Payments the Authority expects to receive.

“Assumed Debt Service” means for the 12 month period then ended the aggregate amount of principal and interest which would be payable on all Bonds, bond anticipation notes and grant anticipation notes which constitute MADS Debt, if principal were amortized on a substantially Level Debt Service basis for a period commencing on the date of issuance of such MADS Debt and ending on the earlier of (i) the date specified by the Authority not exceeding thirty (30) years from the date of calculation, or (ii) the Sales Tax Expiration Date, such Assumed Debt Service to be calculated on a Level Debt Service basis. Interest payable on all Bonds during such 12 month period then ended shall be based on a fixed interest rate equal to the rate at which the Authority could borrow for such period, as set forth in a certificate of a financial advisor or investment banker, delivered to the Trustee, who may rely conclusively on such certificate, such certificate to be delivered within thirty (30) days of the date of calculation. Interest on all bond anticipation notes and grant anticipation notes which constitute MADS Debt, during the 12-month period then ended shall be determined as if such MADS Debt bears interest at a variable interest rate.

“Applicable Law” means (a) all applicable common law and principles of equity and (b) all applicable provisions of all (i) constitutions, statutes, rules, regulations and orders of all

Governmental Authorities, (ii) governmental approvals and (iii) orders, decisions, judgments, writs, injunctions and decrees of all courts (whether at law or in equity) and arbitrators.

“*Authority*” has the meaning set forth in the introductory paragraph hereof.

“*Authorized Representative*” has the meaning set forth in the Indenture.

“*Bank*” means Bank of America, N.A., a national banking association and its successors and assigns.

“*Bank Agreement*” has the meaning set forth in Section 6.9 hereof.

“*Bank Note*” has the meaning set forth in Section 2.3 hereof.

“*Base Rate*” means, for any day, a fluctuating rate of interest per annum equal to the greatest of (i) the Prime Rate in effect at such time *plus* one percent (1.00%), (ii) the Federal Funds Rate in effect at such time *plus* two percent (2.00%), (iii) the LIBOR Index Rate as in effect at such time *plus* two percent (2.00%), and (iv) seven percent (7.00%). Each determination of the Base Rate by the Bank shall be conclusive absent manifest error.

“*BOE*” has the meaning set forth in the Indenture.

“*BOE Agreement*” means that certain Agreement for State Administration of Authority Transactions and Use Taxes between the Authority and the BOE, adopted by the Authority on October 25, 2010 and approved by the Department of General Services of the State on December 16, 2010, as supplemented and amended from time to time in accordance with the terms hereof and thereof.

“*Bond Counsel*” means Nossaman LLP (or another nationally recognized bond counsel selected by the Authority).

“*Bonds*” has the meaning set forth in the Senior Lien Bond Indenture.

“*Business Day*” means a day other than: (i) a Saturday, Sunday or day upon which banking institutions in the State or the State of New York are authorized or obligated by law or executive order to be closed; (ii) a day on which the New York Stock Exchange or the Federal Reserve Bank is authorized or obligated by law or executive order to be closed; (iii) a day upon which commercial banks are authorized or obligated by law or executive order to be closed in the city in which demands for payment are to be presented hereunder or (iv) a day on which the principal office of the Bank is closed.

“*Certificate*” has the meaning set forth in the Indenture.

“*Change of Law*” means the adoption or implementation, after the Original Closing Date, of, or any change, after the Original Closing Date, in, any law, rule, treaty, regulation, statute, policy, guideline, directive or Risk-Based Capital Guidelines, or any change, after the Original

Closing Date, in the enforcement, interpretation, implementation or administration thereof, as the case may be, by any court, central bank or other administrative or Governmental Authority or comparable agency charged with the interpretation or administration thereof (in each case whether or not having the force of law), or compliance by the Bank, its Parent or any Participant with any request or directive of any such court, central bank or other administrative or Governmental Authority or comparable agency charged with the interpretation or administration thereof (in each case whether or not having the force of law) or the occurrence of the effective date of any of the foregoing if adopted prior to the Original Closing Date or any change after the Original Closing Date in the application, interpretation or enforcement of any of the foregoing.

“*Commitment*” means the Bank’s obligation to make Loans to the Authority on or after the Effective Date and on or prior to the Commitment Expiration Date in an aggregate principal amount not to exceed \$500,000,000.

“*Commitment Fee*” has the meaning set forth in the Fee Agreement.

“*Commitment Termination Date*” means the earlier of:

(a) June 28, 2021, or such later date as may be established pursuant to Section 2.13 hereof; and

(b) the date the Commitment is reduced to zero pursuant to Section 2.7 or Section 7.2 hereof.

“*Debt*” of any Person means, at any date and without duplication, (i) all obligations of such Person for borrowed money, including without limitation, all obligations secured by any of the revenues or assets of such Person and all obligations of such Person evidenced by bonds (including revenue bonds), debentures, notes or other similar instruments, (ii) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business (including, without limitation, accounts payable to construction contractors and other professionals for services rendered), (iii) all obligations of such Person as lessee under capital leases, (iv) all indebtedness of others secured by a Lien on any asset of such Person, whether or not such indebtedness is assumed by such Person, (v) all indebtedness of others guaranteed by, or secured by any of the revenues or assets of, such Person, (vi) payment obligations of such Person under any Swap Contract and (vii) the maximum amount of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), credit agreements, bankers’ acceptances, bank guaranties, surety bonds and similar instruments.

“*Debt Service Coverage Ratio*” means the ratio determined by dividing (i) Sales Tax Revenues for the 12-month period then ended by (ii) the Maximum Annual Debt Service on all MADS Debt then outstanding, including any such additional MADS Debt then proposed to be issued.

“*Debtor Relief Laws*” means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium,

rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

“*Default*” means any condition or event which with the giving of notice or lapse of time or both would, unless cured or waived, become an Event of Default.

“*Default Rate*” means a per annum interest rate equal to the Base Rate from time to time in effect plus 4.0%.

“*Designated Jurisdiction*” means any country or territory to the extent that such country or territory itself is the subject of any Sanction.

“*Effective Date*” means June 29, 2020, subject to the satisfaction or waiver of all of the conditions precedent set forth in Section 4.1 hereof.

“*ERISA*” means the Employee Retirement Income Security Act of 1974.

“*Existing Agreement*” means that certain 2021 Credit Agreement dated as of July 1, 2017 by and among OCTA, the Authority, and the Bank, as the same may be amended, restated, supplemented, or otherwise modified from time to time by the terms hereof and thereof.

“*Existing Bank Note*” means that certain Bank Note dated July 26, 2017 issued by the Authority in favor of the Bank in an amount not to exceed \$500,000,000, as the same may be amended, restated, supplemented, or otherwise modified from time to time by the terms hereof and thereof.

“*Event of Default*” has the meaning set forth in Section 7.1 hereof.

“*Federal Funds Rate*” means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to the Bank on such day on such transactions as determined by the Bank. Notwithstanding anything herein to the contrary, if the Federal Funds Rate as determined as provided above would be less than zero percent (0.0%), then the Federal Funds Rate shall be deemed to be zero percent (0.0%).

“*Fee Agreement*” means the Amended and Restated 2021 Fee Agreement dated June 29, 2020, between the Bank and the Authority, as amended, supplemented, modified or restated from time to time in accordance with its terms.

“Fiscal Year” means the period of time beginning on July 1 of each given year and ending on June 30 of the immediately subsequent year, or such other period designated by the Authority as its fiscal year.

“Generally Accepted Accounting Principles” or *“GAAP”* means generally accepted accounting principles consistently applied and maintained throughout the period indicated and consistent with the prior financial practice of the Authority, except for changes permitted by the Governmental Accounting Standards Board or any similar accounting authority of comparable standing.

“Governmental Authority” means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government.

“Indenture” means, collectively, the Senior Lien Bond Indenture and the Supplemental Indenture.

“Interest Payment Date” means the first Business Day of each month, commencing on the first Business Day of the month following the making Loans and the date on which any Loan is repaid in full.

“Interest Rate Swap Agreement” means: (i) with respect to an interest rate swap agreement relating to any MADS Debt other than Senior Lien Debt, an interest rate swap agreement in which the counterparty with which the Authority or the Trustee may contract is limited to entities the debt securities of which are rated in the highest short-term or one of the two highest long-term debt Rating Categories by Moody’s and S&P; and (ii) with respect to an interest rate swap agreement relating to any Senior Lien Debt or a portion thereof, (a) the term of which is not less than the term of the Senior Lien Debt to which such interest rate swap agreement relates, and (b) in which the counterparty with which the Authority or the Trustee may contract is limited to (x) entities the debt securities of which are rated in one of the two highest long-term debt Rating Categories by Moody’s and S&P or (y) entities the obligations of which under such Interest Rate Swap Agreement are either guaranteed or insured by an entity the debt securities or insurance policies of which are so rated or (z) entities the debt securities of which are rated in the third highest long-term debt rating categories by Moody’s and S&P or whose obligations are guaranteed or insured by an entity so rated, and, in each case, the obligations of which under such Interest Rate Swap Agreement are continuously and fully secured by Investment Securities described in clauses (2) of the definition thereof) which shall have a market value determined, by the party designated in such Interest Rate Swap Agreement, at least monthly (exclusive of accrued interest), at least equal to the termination value, if any, that would be payable by such counterparty under the Interest Rate Swap Agreement and which shall be deposited with a custodian acceptable to the Authority. The ratings of the counterparties in the above definition are determined as of the date of execution of the interest rate swap agreement.

“Investment Securities” has the meaning set forth in the Indenture.

“*IRS*” means the United States Internal Revenue Service, or any Governmental Authority succeeding to any of its principal functions.

“*Level Debt Service*” means a debt service schedule in which the combined annual amount of principal and interest payments remain approximately constant over the life of such debt service.

“*LIBOR Index Rate*” means a fluctuating rate of interest which can change on each Business Day. The rate will be adjusted on each Business Day to equal the London Interbank Offered Rate (or a comparable or successor rate which is approved by the Bank) for U.S. Dollar deposits for delivery on the date in question for a one month term beginning on that date. The Bank will use the London Interbank Offered Rate as published by Bloomberg (or other commercially available source providing quotations of such rate as selected by the Bank from time to time) as determined at approximately 11:00 a.m. London time on such day, as adjusted from time to time in the Bank’s sole discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs. If such rate is not available at such time for any reason, then the rate will be determined by such alternate method as reasonably selected by the Bank. If the LIBOR Index Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement.

“*Lien*” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

“*Loan*” or “*Loans*” has the meaning set forth in Section 2.1 hereof.

“*Loan Notice*” means a request for a Loan, pursuant to Section 2.2(a) hereof, which shall be substantially in the form of Exhibit A attached hereto or such other form as may be approved by the Bank (including any form on an electronic platform or electronic transmission system as shall be approved by the Bank), appropriately completed and signed by an Authorized Representative.

“*MADS Debt*” means collectively, the Loans, the Obligations, any Parity Debt, any Senior Lien Debt and any Subordinate Obligations.

“*Margin Stock*” has the meaning ascribed to such term in Regulation U promulgated by the FRB, as now and hereafter from time to time in effect.

“*Material Adverse Change*” or “*Material Adverse Effect*” means any event or occurrence (including, without limitation, a change in Applicable Law) that causes a material adverse change in or a material adverse effect on (A) the validity or enforceability of, and the ability of the Authority to perform any of its obligations under, this Agreement, any of the other the Program Documents, the Act, the Sales Tax Law or the Ordinance, (B) the Authority’s ability or obligation to make payments of principal or interest on any Senior Lien Debt, any Parity Debt, the Bank Note, the Loans or the payment of any of the Obligations, (C) the validity, enforceability or perfection

of the pledge of and lien on Revenues securing the payments of principal or interest on the Bank Note, the Loans or the Obligations or (D) the rights, interests, security or remedies of the Bank under this Agreement or any of the other Program Documents; *provided however*, that a reduction in Sales Tax Revenues collected or received by the Authority, shall not, in and of itself, constitute a “Material Adverse Change” or “Material Adverse Effect” if as of the date of determination of whether a “Material Adverse Change” or “Material Adverse Effect” has occurred as required in this Agreement, the Debt Service Coverage Ratio has been equal to or greater than 2.50:1.0 at the end of each fiscal quarter of the Authority for the 12-month period then ended immediately preceding the date of determination.

“*Maximum Annual Debt Service*” means the greatest amount of principal and interest becoming due and payable on all Senior Lien Debt, the Loans, the Obligations, all Parity Debt and all Subordinate Obligations for the then current or any future Fiscal Year, calculated using the principles and assumptions set forth under the definition of Annual Debt Service.

“*Maximum Rate*” means the maximum non-usurious lawful rate of interest permitted by Applicable Law.

“*Moody’s*” means Moody’s Investors Service, Inc. and any successor rating agency.

“*More Favorable Term*” has the meaning set forth in Section 6.9 hereof.

“*Obligations*” means any and all obligations of the Authority to repay the Bank the Loans and the Bank Note, including, all interest accrued thereon, the Commitment Fees, all fees and charges due and payable hereunder, under the Fee Agreement and under the Bank Note, and including interest and fees that accrue after the commencement by or against the Authority of any proceeding under any Debtor Relief Laws naming the Authority as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding, the fees set forth in the Fee Agreement, and all other payment obligations of the Authority owed to the Bank under the terms of this Agreement, the Fee Agreement or the Bank Note.

“*OCTA*” means the Orange County Transportation Authority, a public entity duly organized and existing under the laws of the State.

“*OFAC*” means the United States Department of Treasury Office of Foreign Assets Control.

“*Ordinance*” has the meaning set forth in the recitals hereof.

“*Original Closing Date*” means July 26, 2017.

“*Outstanding*” has the meaning set forth in the Indenture.

“*Parent*” means, with respect to the Bank, any Person controlling the Bank.

“Parity Debt” means all Debt of the Authority for borrowed money or any interest rate swap agreement having an equal lien upon the Sales Tax Revenues and therefore payable on a parity with the Bank Note, the Loans (whether or not any Loans are outstanding) and the other Obligations; *provided, however*, that any payments with respect to an interest rate swap agreement which represent termination payments or unwinding payments shall be Subordinate Obligations.

“Participant” has the meaning set forth in Section 9.3(b) hereof.

“Participation” has the meaning set forth in Section 9.3(b) hereof.

“Payment Office” means Bank of America, N.A., ABA #: 026009593, Account #: 1365840632100, Ref: Orange County Transportation Authority - # 130278, Attn: BLSF&O OPERATIONS, Bank to Bank Instructions: Loan Wire Account, or such other office as the Bank may designate from time to time.

“Person” means an individual, a corporation, a partnership, an association, a limited liability company, a trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

“Prime Rate” means on any day, the rate of interest per annum then most recently established by the Bank as its *“prime rate.”* The *“prime rate”* is a rate set by the Bank based upon various factors including the Bank’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by the Bank shall take effect at the opening of business on the day specified in the public announcement of such change. Notwithstanding anything herein to the contrary, if the Prime Rate determined as provided above would be less than zero percent (0.0%), then the Prime Rate shall be deemed to be zero percent (0.0%).

“Program Documents” means this Agreement, the Bank Note, the Indenture, the BOE Agreement, the Ordinance and any other documents related to any of the foregoing or executed in connection therewith, and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing permitted hereunder and thereunder.

“Project” has the meaning set forth in the TIFIA Loan Agreement.

“Property” means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, whether now owned or hereafter acquired.

“Rating Agencies” means any of Fitch, Moody’s or S&P, as applicable.

“Revenues” has the meaning set forth in the Indenture.

“Risk-Based Capital Guidelines” means (i) the risk-based capital guidelines in effect in the United States, including transition rules, and (ii) the corresponding capital regulations

promulgated by regulatory authorities outside the United States including transition rules, and any amendments to such regulations.

“*S&P*” means S&P Global Ratings, and any successor rating agency.

“*Sales Tax*” has the meaning set forth in the Indenture.

“*Sales Tax Expiration Date*” has the meaning set forth in the Indenture.

“*Sales Tax Law*” has the meaning set forth in the recitals hereof.

“*Sales Tax Revenues*” has the meaning set forth in the Indenture.

“*Sanction(s)*” means any sanction administered or enforced by the United States Government (including, without limitation, OFAC), the United Nations Security Council, the European Union, Her Majesty’s Treasury or other relevant sanctions authority.

“*SEC*” means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

“*Senior Lien Bond Indenture*” has the meaning set forth in the recitals hereof.

“*Senior Lien Debt*” means all Debt of the Authority having a lien upon the Sales Tax Revenues that is senior to that of the Loans and the other Obligations and any Parity Debt and Subordinate Obligations.

“*SIFMA Municipal Swap Index*” has the meaning set forth in the Indenture.

“*Special Event of Default*” means the Events of Default described in Section 7.1(a)(i), (d), (e), (f), (g), (h), (i), (k), (l) or (m) hereof.

“*State*” means the State of California.

“*Subordinate Obligations*” means any obligations of the Authority secured by and payable from Sales Tax Revenues on a basis which is subordinate to the Senior Lien Debt, the Loans, the other Obligations and the Parity Debt.

“*Subordinate Obligations Fund*” has the meaning set forth in the Indenture.

“*Supplemental Indenture*” has the meaning set forth in the recitals hereof

“*Swap Contract*” means (a) any and all rate swap transactions, basis swaps, total return swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor

transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “*Master Agreement*”), including any such obligations or liabilities under any Master Agreement.

“*TIFIA Loan Agreement*” means the TIFIA Loan Agreement dated as of July 26, 2017, by and between the OCTA and the United State Department of Transportation, relating to the Project, as the same may be amended, modified, supplemented or restated in accordance with the terms thereof.

“*Trustee*” has the meaning set forth in the recitals hereof.

“*Unreimbursed Loan Rate*” means solely with respect to a failure to repay a Loan on the date such Loan is made (and so long as no other Event of Default has occurred and is continuing), (i) for any day commencing on the date such Loan is made up to and including the earlier of the sixtieth (60th) day next succeeding the date such Loan is made, equal to the Base Rate from time to time in effect plus 4.0% (without regard to clause (iv) of the definition of Base Rate), and (ii) for any day commencing on the sixty-first (61st) day next succeeding the date Loan is made to and thereafter, equal to the Default Rate.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms. Any capitalized terms used herein which are not specifically defined herein shall have the same meanings herein as in the Indenture. All references in this Agreement to times of day shall be references to New York time (daylight or standard, as applicable) unless otherwise expressly provided herein. Unless otherwise inconsistent with the terms of this Agreement, all accounting terms shall be interpreted and all accounting determinations hereunder shall be made in accordance with GAAP. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Program Document, and either the Authority or the Bank shall so request, the Bank and the Authority shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP; *provided that*, until so amended, (A) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (B) the Authority shall provide to the Bank financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

ARTICLE TWO THE LOAN FACILITY

Section 2.1. Loans. Subject to the terms and conditions hereof, the Bank agrees to make one or more term loans (each a “*Loan*” and collectively, “*Loans*”) to the Authority in an amount

not to exceed the Commitment. Loans shall be advanced on or after the Effective Date and, in any event, on or prior to the Commitment Expiration Date (the “*Borrowing*”) subject to the terms of Section 4.2 hereof and, on the Commitment Expiration Date, the Commitment shall terminate. The Bank shall not be required to make more than three (3) Loans in any calendar year. No amount of a Loan may be reborrowed once any portion of such Loan is repaid and the Commitment shall not be reinstated for any amount of any Loan repaid.

Section 2.2. Borrowing of Loans. (a) Each Loan shall be made upon OCTA’s irrevocable notice to the Bank, which may be given by a Loan Notice. The Loan Notice must be received by the Bank not later than 11:00 a.m. five (5) Business Days prior to the requested date of the Loan. The Loan Notice (whether telephonic or written) shall specify (i) the requested date of the Loan (which shall be a Business Day), (ii) the principal amount of the Loan to be borrowed and (iii) a certification from OCTA that the conditions precedent set forth in Section 4.2 hereof have been satisfied.

(b) Following receipt of a Loan Notice, upon satisfaction of the applicable conditions set forth in Section 4.2, the Bank shall make the requested funds available to OCTA or to such party as directed by OCTA by wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Bank by OCTA.

(c) Upon honoring the Loan Notice, the Bank shall be deemed to have made a loan to the Authority at the direction and on behalf of the Authority and OCTA and the Loan shall be deemed made to the Authority on the date the Loan Notice is honored hereunder, the proceeds of which Loan shall be used to pay the costs of the non-tolled portion of the Project and to satisfy the condition set forth in Section 13(a)(i) of the TIFIA Loan Agreement.

Section 2.3. Bank Note. The Loans and all other Obligations shall be made against and evidenced by the Authority’s promissory note payable to the order of the Bank in the principal amount equal to the Commitment, such note to be executed and delivered to the Bank on the Effective Date in the form of Exhibit B attached hereto with appropriate insertions (the “*Bank Note*”). The Loans and all other Obligations due and owing the Bank and all payments and prepayments on the account of the principal of and interest on the Loans and each other Obligation shall be recorded by the Bank on its books and records, which books and records shall, absent manifest error, be conclusive as to amounts due and owing by the Authority hereunder and under the Bank Note. Any failure to so record or any error in doing so shall not, however, limit, extinguish or in any way modify or otherwise affect the obligation of the Authority hereunder to pay any amount owing with respect to the Loans and the other Obligations. The Authority shall pay principal and interest on the Bank Note on the dates and at the rates provided for in Sections 2.3 and 2.4 hereof.

Section 2.4. Repayment of Loans. The Authority agrees to reimburse the Bank for the full amount of each Loan immediately upon payment by the Bank of the Loan. If the Authority does not make such reimbursement to the Bank with respect to the Loan on such date, the Loan shall bear interest at the Unreimbursed Loan Rate. Interest on the Loan shall be due and payable by the Authority in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest on the Loan and the other Obligations shall be due and payable

in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

Section 2.5. Fees. The Authority hereby agrees to perform the obligations provided for in the Fee Agreement, including, without limitation, the payment any and all fees and expenses provided for therein, on the dates, at the times and in the amounts set forth therein. The terms and provisions of the Fee Agreement are hereby incorporated herein by reference as if fully set forth herein. The Fee Agreement and this Agreement shall be construed as one agreement between the Authority and the Bank and any reference to this Agreement shall be deemed to include a reference to the Fee Agreement. All references to amounts or obligations due hereunder or in this Agreement shall be deemed to include all amounts and obligations (including without limitation fees and expenses) under the Fee Agreement and all obligations under the Fee Agreement shall be construed as obligations hereunder. All fees paid under this Agreement and the Fee Agreement shall be fully earned when due and nonrefundable when paid.

Section 2.6. Method of Payment; Etc. All payments to be made by the Authority under this Agreement shall be made in lawful money of the United States and in immediately available funds at the Payment Office of the Bank not later than 4:00 p.m. on the date when due and shall be made by wire transfer in lawful money of the United States of America in freely transferable and immediately available funds. All payments to be made by the Authority shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. All payments received by the Bank after 4:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue.

Section 2.7. Termination of Commitment; Reduction of Commitment. (a) Notwithstanding any provisions of this Agreement or any Program Document to the contrary, upon five (5) days prior written notice to the Bank, the Authority may permanently reduce the Commitment in accordance with the terms hereof.

(b) Notwithstanding any provisions of this Agreement or any Program Document to the contrary, the Authority agrees not to terminate the Commitment except upon (i) the payment to the Bank of all Obligations payable hereunder and under the Fee Agreement, including, without limitation, all principal and accrued interest due and owing on the Loan or the Bank Note and (ii) the Authority providing the Bank with thirty (30) days prior written notice of its intent to terminate Commitment.

(c) All payments to the Bank referred to in this Section 2.7 hereof shall be made in immediately available funds on or prior to the date of termination or reduction of the Commitment.

Section 2.8. Computation of Interest and Fees. Fees payable hereunder and under the Fee Agreement shall be calculated on the basis of a year of 360 days and the actual number of days elapsed. All computations of interest payable by the Authority under this Agreement shall be made on the basis of a year of 365 or 366 days, as the case may be, and the actual number of days elapsed. Interest shall accrue during each period during which interest is computed from and including the first day thereof to but excluding the last day thereof.

Section 2.9. Payment Due on Non-Business Day to Be Made on Next Business Day. If any sum becomes payable pursuant to this Agreement or the Fee Agreement on a day which is not a Business Day, the date for payment thereof shall be extended, without penalty, to the next succeeding Business Day, and such extended time shall be included in the computation of interest and fees.

Section 2.10. Default Rate. Subject to Section 2.4, if the principal amount of a Loan and any other Obligation is not paid when due or upon the occurrence of any other Event of Default, the Loans and such other Obligations shall bear interest until paid in full at a rate per annum equal to the Default Rate, payable upon demand.

Section 2.11. Source of Funds. All payments made by the Bank hereunder shall be made from funds of the Bank, and not from the funds of any other Person.

Section 2.12. Extension of Commitment Termination Date. If the Authority on any date which is not more than ninety (90) days prior to, but not less than sixty (60) days prior to, the then current Commitment Termination Date, submits to the Bank a written request for an extension of the Commitment Termination Date for a period as specified in such written request, the Bank will respond to such request (by providing prior written notice to the Authority) within thirty (30) days after receipt of all information necessary, in the Bank's reasonable judgment, to permit the Bank to make an informed credit decision. In the event the Bank fails to definitively respond to such request within such period of time, the Bank shall be deemed to have refused to grant the extension requested. The Bank may, in its sole and absolute discretion, decide to accept or reject any such proposed extension and no extension shall become effective unless the Bank shall have consented thereto in writing. The consent of the Bank, if granted, shall be conditioned upon the preparation, execution and delivery of documentation in form and substance reasonably satisfactory to the Bank and consistent with this Agreement. If such an extension request is accepted by the Bank in its sole and absolute discretion, the then current Commitment Termination Date shall be extended to the date agreed by the Authority and the Bank.

Section 2.13. Net of Taxes, Etc.

(a) *Taxes.* To the extent permitted by law, any and all payments to the Bank by the Authority hereunder and under the Fee Agreement shall be made free and clear of and without deduction for any and all taxes, levies, imposts, deductions, charges, withholdings or liabilities imposed thereon, excluding, however, taxes imposed on or measured by the net income or capital of the Bank (and foreclosure taxes imposed in lieu of net income taxes) by any jurisdiction or any political subdivision or taxing authority thereof or therein solely as a result of a connection between the Bank and such jurisdiction or political subdivision (all such non-excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities being hereinafter referred to as "Taxes"). To the best knowledge of the undersigned officers of the Bank, there are no such taxes currently imposed or required to be withheld or deducted by the Bank. If the Authority shall be required by law to withhold or deduct any Taxes imposed by the United States or any political subdivision thereof from or in respect of any sum payable hereunder or under the Fee Agreement to the Bank, to the extent permitted by law, (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to

additional sums payable under this Section 2.13), the Bank receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Authority shall make such deductions and (iii) the Authority shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with Applicable Law. If the Authority shall make any payment under this Section 2.13 to or for the benefit of the Bank with respect to Taxes and if the Bank shall claim any credit or deduction for such Taxes against any other taxes payable by the Bank to any taxing jurisdiction in the United States then the Bank shall pay to the Authority an amount equal to the amount by which such other taxes are actually reduced; *provided* that the aggregate amount payable by the Bank pursuant to this sentence shall not exceed the aggregate amount previously paid by the Authority with respect to such Taxes. In addition, to the extent permitted by law, the Authority agrees to pay any present or future stamp, recording or documentary taxes and any other excise or property taxes, charges or similar levies that arise under the laws of the United States of America or the State of New York or any other taxing jurisdiction from any payment made hereunder or under the Fee Agreement or from the execution or delivery or otherwise with respect to this Agreement (hereinafter referred to as “*Other Taxes*”). The Bank shall provide to the Authority within a reasonable time a copy of any written notification it receives with respect to Taxes or Other Taxes owing by the Authority to the Bank hereunder *provided* that the Bank’s failure to send such notice shall not relieve the Authority of its obligation to pay such amounts hereunder.

(b) *Indemnity.* The Authority shall, to the fullest extent permitted by law and subject to the provisions hereof, indemnify the Bank for the full amount of Taxes and Other Taxes including any Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this Section 2.13 paid by the Bank or any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted; *provided* that the Authority shall not be obligated to indemnify the Bank for any penalties, interest or expenses relating to Taxes or Other Taxes arising from the Bank’s gross negligence or willful misconduct. The Bank agrees to give notice to the Authority of the assertion of any claim against the Bank relating to such Taxes or Other Taxes as promptly as is practicable after being notified of such assertion; *provided* that the Bank’s failure to notify the Authority promptly of such assertion shall not relieve the Authority of its obligation under this Section 2.13. Payments by the Authority pursuant to this indemnification shall be made within thirty (30) days from the date the Bank makes written demand therefor, which demand shall be accompanied by a certificate describing in reasonable detail the basis thereof. The Bank agrees to repay to the Authority any refund (including that portion of any interest that was included as part of such refund) with respect to Taxes or Other Taxes paid by the Authority pursuant to this Section 2.13 received by the Bank for Taxes or Other Taxes that were paid by the Authority pursuant to this Section 2.13 and to contest, with the cooperation and at the expense of the Authority, any such Taxes or Other Taxes which the Bank or the Authority reasonably believes not to have been properly assessed.

(c) *Notice.* Within thirty (30) days after the date of any payment of Taxes or Other Taxes by the Authority, the Authority shall furnish to the Bank, the original or a certified copy of a receipt evidencing payment thereof.

(d) *Survival of Obligations.* The obligations of the Authority under this Section 2.13 shall survive the termination of this Agreement.

Section 2.14. Increased Costs. (a) If the Bank, its Parent or any Participant (each an “*Increased Cost Party*”) shall have determined that a Change of Law shall (A) change the basis of taxation of payments to such Increased Cost Party of any amounts payable hereunder or under the Fee Agreement (except for taxes on the overall net income of such Increased Cost Party), (B) impose, modify or deem applicable any reserve, special deposit or similar requirement against making or maintaining its obligations under this Agreement or assets held by, or deposit with or for the account of, such Increased Cost Party or (C) impose on such Increased Cost Party any other condition regarding this Agreement or under the Fee Agreement, and the result of any event referred to in clause (A), (B) or (C) above shall be to increase the cost to such Increased Cost Party of making or maintaining its obligations hereunder or under the Fee Agreement, or to reduce the amount of any sum received or receivable by such Increased Cost Party hereunder, then, the Authority shall pay to the Bank, its Parent or any Participant, as applicable, at such time and in such amount as is set forth in paragraph (d) of this Section 2.14, such additional amount or amounts as will compensate such Increased Cost Party for such increased costs or reductions in amount.

(b) If the Bank, its Parent or any Participant shall have determined that a Change of Law shall impose, modify or deem applicable any capital or liquidity adequacy or similar requirement (including, without limitation, a request or requirement that affects the manner in which such Increased Cost Party, allocates capital resources to its commitments, including its obligations under liquidity facilities) that either (A) affects or would affect the amount of capital to be maintained by such Increased Cost Party or (B) reduces or would reduce the rate of return on such Increased Cost Party’s capital to a level below that which such Increased Cost Party could have achieved but for such circumstances (taking into consideration such Increased Cost Party’s policies with respect to capital adequacy), then, the Authority shall pay to such Increased Cost Party, at such time and in such amount as is set forth in paragraph (d) of this Section 2.14, such additional amount or amounts as will compensate such Increased Cost Party for such cost of maintaining such increased capital or such reduction in the rate of return on such Increased Cost Party’s capital.

(c) Notwithstanding the foregoing, for purposes of this Section 2.14, (i) all requests, rules, guidelines or directives in connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act shall be deemed to be a Change of Law, as of the date enacted, adopted or issued, and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Regulations and Supervisory Practices (or any successor or similar authority) or any Governmental Authority shall be deemed a Change of Law as of the date enacted, adopted or issued.

(d) All payments of amounts referred to in paragraph (a) and (b) of this Section 2.14 shall be due thirty (30) calendar days following the Authority’s receipt of notice thereof. Interest on the sums due as described in paragraph (a) and (b) of this Section 2.14, and in the preceding sentence, shall begin to accrue from the date when the payments were first due and shall otherwise be payable in accordance with Section 2.14 hereof; *provided*, that from and after the required date of payment, interest shall begin to accrue on such obligations at a rate per annum equal to the Default Rate until such delinquent payments have been paid in full. A certificate as to such increased cost, increased capital or reduction in return incurred by the Bank, its Parent or any Participant as a result of any event mentioned in paragraph (a) or (b) of this Section 2.14 setting forth, in reasonable detail, the basis for calculation and the amount of such calculation shall be submitted by such

Increased Cost Party to the Authority and shall be conclusive (absent manifest error) as to the amount thereof. In making the determinations contemplated by the above referenced certificate, such Increased Cost Party may make such reasonable estimates, assumptions, allocations and the like that such Increased Cost Party in good faith determines to be appropriate. Any such increased costs due under paragraph (a) or (b) above shall be reduced or eliminated if the event causing such increase is modified or ceases to exist.

(e) The obligations of the Authority under this Section 2.14 shall survive the termination of this Agreement.

Section 2.15. Margin Regulations. No portion of the proceeds of any Loan shall be used by the Authority (or any Person on behalf of the Authority) for the purpose of “purchasing” or “carrying” any margin stock or used in any manner which might cause the borrowing or the application of such proceeds to violate Regulation G, Regulation U or X of the Board of Governors of the Federal Reserve System or any other regulation of the Authority or to violate the Securities Exchange Act of 1934, as amended, in each case as in effect on the date or dates of each Loan and such use of proceeds.

Section 2.16. Maximum Rate; Payment of Fee. If the rate of interest payable hereunder or under the Fee Agreement shall exceed the Maximum Rate for any period for which interest is payable, then (i) interest at the Maximum Rate shall be due and payable with respect to such interest period and (ii) interest at the rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof without regard to the Maximum Rate and (B) the Maximum Rate (the “*Excess Interest*”), shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof or the Fee Agreement, if applicable, ceases to exceed the Maximum Rate, at which time the Authority shall pay to the Bank with respect to amounts then payable to the Bank that are required to accrue interest hereunder or the Fee Agreement, if applicable, such portion of the deferred Excess Interest as will cause the rate of interest then paid to the Bank to equal the Maximum Rate, which payments of deferred Excess Interest shall continue to apply to such unpaid amounts hereunder and the Fee Agreement, if applicable, until all Excess Interest is fully paid to the Bank. Upon the termination of the Commitment and this Agreement, in consideration for the limitation of the rate of interest otherwise payable hereunder and under the Fee Agreement, the Authority shall pay to the Bank a fee equal to the amount of all unpaid Excess Interest.

ARTICLE THREE SECURITY

Section 3.1. Security. The Loans and the other Obligations are special limited obligations of the Authority and shall constitute Subordinate Obligations (in this case only as defined in the Indenture) under the Indenture. The Loans and the other Obligations shall be limited obligations of the Authority, shall be payable as to both principal and interest from, and shall be secured by a pledge of, lien on and security interest in the Sales Tax Revenues (including Revenues) deposited to the Subordinate Obligations Fund, including earnings on such amounts, subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein, which pledge, lien and security interest shall be junior and

subordinate only to the pledge of Sales Tax Revenues (including Revenues) in favor of the Senior Lien Debt and the obligation to fund the reserves relating thereto pursuant to the express terms of the Indenture. Subject to the provisions of the Indenture, the Authority hereby secures the payment of the Loans and the other Obligations and grants a pledge of and lien on (i) the Sales Tax Revenues (including Revenues) deposited into the Subordinate Obligations Fund and (ii) the Subordinate Obligations Fund. The Obligations hereunder shall be deemed Subordinate Obligations (in this case only as defined in the Indenture) for all purposes of the Indenture. Such Revenues and the other moneys hereby pledged to the payment of the Authority's Obligations hereunder shall immediately be subject to the Lien of this pledge without any physical delivery thereof or further act, and the Lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Authority, irrespective of whether such parties have notice thereof. The Authority will take all actions and do all things necessary to maintain the pledge of and the lien on (i) the Sales Tax Revenues (including Revenues) deposited into the Subordinate Obligations Fund and (ii) the Subordinate Obligations Fund as provided in the Indenture and herein.

ARTICLE FOUR CONDITIONS PRECEDENT

Section 4.1. Conditions Precedent to Effectiveness of the Agreement. As conditions precedent to the effectiveness of this Agreement, (a) the Authority shall provide to the Bank on the Effective Date, each in form and substance satisfactory to the Bank and the Bank's counsel, Chapman and Cutler LLP (hereinafter, "*Bank's counsel*"):

(i) *Approvals.* The Bank shall have received (A) a certified copy of the Ordinance and any amendment, proposed or otherwise, relating thereto, (B) executed originals of this Agreement and the Fee Agreement, (C) executed or certified copies, as applicable, of each of the other Program Documents and (D) copies of a resolution adopted by the Authority approving the execution and delivery by the Authority of this Agreement, the Fee Agreement, the Bank Note and the other Program Documents, in each case, certified by an Authorized Representative of the Authority as complete and correct as of the date hereof (together with a certificate of an Authorized Representative of the Authority, dated the Effective Date, stating that such Program Documents and approvals are in full force and effect on the Effective Date and have not been amended, repealed, rescinded, or supplemented in any manner, except for such amendments made in accordance with the express terms of such Program Documents).

(ii) *Certificate and Incumbency of Authority Officials.* The Bank shall have received an incumbency certificate of the Authority in respect of each of the officials who is authorized to (A) execute this Agreement, the Fee Agreement, the Bank Note and the other Program Documents on behalf of the Authority and (B) take actions for the Authority under this Agreement, the Fee Agreement, the Bank Note and the other Program Documents and a certificate of an Authorized Representative of the Authority, dated the Effective Date, certifying that (A) each of the Authority's representations and warranties contained herein and the other Program Documents is true and correct on and as of the Effective Date as though made on and as of such date, (B) no Default or Event of Default

has occurred and is continuing or will result from the execution and delivery by the Authority of this Agreement, the Fee Agreement and the issuance of the Bank Note, (C) since June 30, 2019, except as disclosed to the Bank in writing, there has been no Material Adverse Change and there has been no material adverse change in the laws, rules or regulations (or their interpretation or administration) has occurred that, in any case, may adversely affect the consummation of the transactions contemplated hereby or by any Program Document, (D) all conditions precedent set forth in this Article IV have been satisfied and (E) all conditions precedent set forth in the Indenture with respect to incurrence of each Loan and other Obligations hereunder shall have been satisfied;

(iii) *Opinion of Bond Counsel.* An opinion of Nossaman LLP, Bond Counsel for the Authority, dated the Effective Date, together with a reliance letter addressed to the Bank with respect thereto, including, without limitation, (1) this Agreement, the Fee Agreement, the Bank Note and the other Program Documents are legal, valid and binding agreements of the Authority, subject to standard exceptions and (2) the pledge in favor of the Bank contained in Section 3.1 hereof and the Supplemental Indenture is a valid and binding and legal pledge of the Sales Tax Revenues (including Revenues), including earnings on such amounts.

(iv) *Bank Note.* The Bank shall have received the executed Bank Note payable to the Bank.

(v) *Indenture.* The Bank shall have received the fully executed copy of the Indenture, including any amendments or supplements thereto, if any, which have been adopted as of the Effective Date, and a certified copy of the resolution of the Authority approving and authorizing this Agreement and the Bank Note in form and substance satisfactory to the Bank and of the Ordinance, each certified by an Authorized Representative of the Authority as being in full force and effect.

(vi) *Fees, Etc.* The Bank shall have received payment of the fees, costs and expenses to be paid on or prior the Effective Date referred to in Section 9.6 hereof and pursuant to the Fee Agreement.

(vii) *Other Documents.* The Bank shall have received such other documents, certificates, and opinions as the Bank and its counsel shall have reasonably requested. There shall have been delivered to the Bank such information and copies of documents, approvals (if any) and records (certified, where appropriate) of corporate and legal proceedings as the Bank may have requested relating to the entering into and performance by each of the parties (other than the Bank) thereto, of each of the Program Documents or the transactions contemplated thereby satisfactory to the Bank. The Bank shall have received such financial information, budgets, projections, and other documents, instruments, approvals, opinions, investment policies and guidelines for permitted investments of the Authority (and, if requested by the Bank, certified duplicates or executed copies thereof) as the Bank may reasonably request. All proceedings in connection with this Agreement, and all documents incidental thereto, shall be satisfactory to the Bank and its counsel.

(b) *No Default, Material Adverse Change, Etc.* (i) No Default or Event of Default shall have occurred and be continuing as of the date hereof or will result from the execution and delivery by the Authority of this Agreement and the issuance of the Bank Note, (ii) the representations and warranties and covenants made by the Authority in Articles Five and Six hereof shall be true and correct in all material respects on and as of the Effective Date, as if made on and as of such date, and (iii) the Bank in its sole discretion shall have determined that no Material Adverse Change or material adverse change in the ratings, financial condition, business, assets, liabilities or prospects of the Authority shall have occurred since June 30, 2019, and there has been no material adverse change in the laws, rules, regulations or guidelines (or their interpretation or administration) has occurred that, in any case, may adversely affect the consummation of the transactions contemplated hereby or by any Program Document.

(c) Prior to the Effective Date, the Bank shall have received a written description of all actions, suits or proceedings pending or, to the Authority's knowledge, threatened against the Authority in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body which could reasonably be expected to result in a Material Adverse Effect, if any, and such other statements, certificates, agreements, documents and information with respect thereto as the Bank may reasonably request.

Section 4.2. Conditions Precedent to Loans. The obligation of the Bank to make a Loan is subject to the satisfaction of each condition in Section 4.1 hereof on or prior to the Effective Date, receipt by the Bank of a properly presented and conforming Loan Notice in accordance with Section 2.2(a) hereof and the satisfaction of the further condition that (i) no Special Event of Default shall have occurred and be continuing and (ii) the Authority shall have not failed to reimburse the Bank for the full amount of a Loan immediately upon payment by the Bank of a Loan.

Unless the Authority shall have previously advised the Bank in writing that (i) any or all of the representations and warranties contained in Article Five of this Agreement (other than those representations and warranties that expressly relate to an earlier date) are not true and correct in all material respects as of such date or (ii) any event has occurred and is continuing, or would result from the Loan, which constitutes a Default or Event of Default, then the Authority shall be deemed to have represented and warranted on the date of the Loan that (i) the representations and warranties contained in Article Five of this Agreement (other than those representations and warranties that expressly relate to an earlier date) are true and correct in all material respects as of such date and (ii) no event has occurred and is continuing, or would result from such payment, which constitutes a Default or Event of Default.

ARTICLE FIVE REPRESENTATIONS AND WARRANTIES

In order to induce the Bank to enter into this Agreement, the Authority represents and warrants to the Bank as follows:

Section 5.1. Organization; Existence. The Authority is duly organized and validly existing as a local transportation authority pursuant to the Act.

Section 5.2. Power and Authority. The Authority has and had at the time of adoption, execution, delivery, issuance, sale or performance full power, right and authority to (i) execute, deliver and perform its obligations under the Indenture, each of the other Program Documents to which it is a party, the Act and the Sales Tax Law, any and all instruments and documents required to be executed, adopted or delivered pursuant to or in connection herewith or therewith, (ii) issue the Bank Note as provided in the Program Documents and make payment of principal and interest, if any, on the Bank Note and to pay the Obligations and the Bank Note at the times and in the manner set forth herein, and (iii) perform each and all of the matters and things herein and therein provided for and the Authority has complied in all material respects with the laws of the State of California in all matters relating to such execution, delivery and performance.

Section 5.3. Due Authorization, Etc. The Ordinance has been duly adopted and each of the Program Documents to which the Authority is a party have been duly authorized, executed, issued and delivered. This Agreement and each of the other Program Documents to which the Authority is a party constitutes a legal, valid and binding obligation of the Authority, enforceable against the Authority in accordance with its terms, except as such enforceability may be limited by the valid exercise of judicial discretion and the constitutional powers of the United States of America and to valid bankruptcy, insolvency, reorganization, moratorium, or other similar laws and equitable principles relating to or affecting creditors' rights generally from time to time in effect.

Section 5.4. Necessary Actions Taken. The Authority has taken all actions necessary to be taken by it (i) for the issuance of the Bank Note upon the terms set forth in the Program Documents, (ii) for the execution, adoption and delivery by the Authority of any and all such other instruments and the taking of all such other actions on the part of the Authority as may be necessary or appropriate for the effectuation and consummation of the transactions on the part of the Authority contemplated by the Program Documents, the Act, the Sales Tax Law and the Ordinance or in connection herewith or therewith and (iii) to authorize or approve, as appropriate, the execution or adoption, issuance and delivery of, and the performance of its obligations under and the transactions contemplated by each of the Program Documents to which it is a party and the payment of the Obligations and the Bank Note at the times and in the manner set forth.

Section 5.5. No Contravention. The execution and delivery of each of the Program Documents and compliance with the provisions hereof and thereof, will not conflict with or result in a violation of the Constitution of the State of California or the laws of the State of California, including any debt limitations or other restrictions or conditions on the debt-issuing power of the Authority, and will not conflict with or result in a violation of, or breach of, or constitute a default under, any law (including, without limitation, Regulations T, U or X of the FRB, or any successor regulations), judgment, order, decree or administrative regulation or any of the terms, conditions or provisions of the Act or the Ordinance or any ordinance, judgment, decree, contract, loan agreement, note, bond, resolution, indenture, mortgage, deed of trust or other agreement or instrument to which the Authority is a party or by which it or any property of the Authority is bound and will not, except as expressly provided herein, result in the imposition or creation of any lien, charge, or encumbrance upon or invalidate in any way the Sales Tax Revenues or otherwise reasonably be expected to result in a Material Adverse Effect. The Authority has not received any notice, not subsequently withdrawn, given in accordance with the remedy provisions of any bond

resolution or ordinance, trust indenture, guarantee or agreement or State law pertaining to bonds notes or other obligations secured by the Sales Tax Revenues, of any default or event of default of the Authority which has not been cured, remedied or waived.

Section 5.6. Compliance. The current collection of Sales Tax Revenues and the accounting and recordkeeping therefor are in material compliance with all applicable state and federal laws and all applicable resolutions, ordinances and rules of the Authority. The Authority is in compliance with the terms and conditions of the Indenture and each of the Program Documents to which it is a party, and no breach of the terms hereof or thereof has occurred and is continuing, and no Default or Event of Default has occurred and is continuing. The Authority is in compliance with all laws, ordinances, orders, writs, injunctions, decrees rules and regulations applicable to it (including, without limitation, ERISA and all applicable federal, state or local environmental, health and safety statutes and regulations, and the Authority's investment policy guidelines), and any contract to which the Authority is a party or by which it or any of its property may be bound, except to the extent noncompliance could not reasonably be expected to have a Material Adverse Effect, and all cash and other assets of the Authority are invested in accordance with established investment policy guidelines, a true and correct copy of which guidelines in effect as of the Effective Date having been provided to the Bank in writing.

Section 5.7. No Default. No default by the Authority has occurred and is continuing in the payment of the principal of or premium, if any, or interest on any bond, note or other evidence of indebtedness issued by the Authority and secured by the Sales Tax Revenues. No bankruptcy, insolvency or other similar proceedings pertaining to the Authority or any agency or instrumentality of the Authority are pending or presently contemplated.

Section 5.8. Swap Termination Payments. The Authority is not a party to any Swap Contract (a) that provides that any termination payment thereunder is payable from or secured by Revenues on a basis that is senior to or on a parity with the lien securing the Bank Note, the Loans and the Obligations or (b) which requires the Authority to post cash collateral to secure its obligations thereunder.

Section 5.9. No Immunity. Under existing law, the Authority is not entitled to any immunity (including, without limitation, on the grounds of sovereignty, governmental immunity or other similar grounds) from liability or suit in connection with any legal proceedings (including, without limitation, immunity from service of process or immunity from jurisdiction of any court otherwise having jurisdiction) to enforce or collect any obligation under this Agreement, any other Program Document, the Act and the Sales Tax Law, or the transactions contemplated hereby and thereby, including without limitation the payment of the Obligations.

Section 5.10. Litigation. There is no action, suit or proceeding pending in any court, any other governmental authority with jurisdiction over the Authority or any arbitration in which service of process has been completed against the Authority or, to the knowledge of the Authority, any other action, suit or proceeding pending or threatened in any court, any other governmental authority with jurisdiction over the Authority or any arbitrator, in either case against the Authority or any of its properties or revenues, or the Indenture or any of the Program Documents or with respect to the Act, the Sales Tax Law or the Ordinance, which if determined adversely to the

Authority would adversely affect the legality, validity or enforceability of the Ordinance, the Indenture or any of the Program Documents or the rights and remedies of the Bank under any of the Program Documents or which could be reasonably expected to have a Material Adverse Effect, except any action, suit or proceeding which has been brought prior to the Effective Date as to which the Bank has received an opinion of counsel satisfactory to the Bank in form and substance satisfactory to the Bank and the Bank's counsel, to the effect that such action, suit or proceeding is without substantial merit.

Section 5.11. Disclosure and Information Provided to the Bank. All information, documents, statements and certificates provided in writing to the Bank, by or on behalf of the Authority in connection with the transactions contemplated by the Program Documents are true and correct as of the date thereof and were provided in expectation of the Bank's reliance thereon in making available the Commitment. Any financial, budget and other projections furnished to the Bank were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of conditions existing at the time of delivery of such financial, budget or other projections.

Section 5.12. Financial Information. The Authority has delivered to the Bank a copy of the audited financial statements for the Authority for the fiscal year ended June 30, 2019. These together with related notes, fairly present the financial position and results of operation of the Authority as of the date and for the periods therein set forth. All such financial statements have been prepared in accordance with generally accepted accounting principles for government entities consistently applied. There has been no material adverse change in the financial position, results of operations or projections of revenues of the Authority since June 30, 2019, which could be reasonably expected to result in a Material Adverse Effect. The Authority has no material contingent liabilities or other material contracts or commitments payable from Sales Tax Revenues which are not reflected in such financial statements previously delivered to the Bank or in the notes thereto.

Section 5.13. Official Signatures. Each Authorized Representative, on behalf of the Authority, has full power and authority to execute, deliver and perform under each of the Program Documents. Any agreement, certificate or request signed by or on behalf of any Authorized Representative of the Authority and delivered to the Bank shall be deemed a representation and warranty by the Authority to the Bank as to the truth, accuracy and completeness of the statements made by the Authority therein.

Section 5.14. Incorporation of Representations and Warranties by Reference. Each of the Program Documents, the Act, the Sales Tax Law and the Ordinance is in full force and effect. Except as previously disclosed in writing to the Bank, no event of default and no event which, with the giving of notice, the passage of time or both, would constitute an event of default, presently exists under any of the Program Documents. Except as previously disclosed in writing to the Bank, neither the Authority nor any other party thereto has waived or deferred performance of any material obligation under any Program Document. The Authority hereby makes to the Bank the same representations and warranties made by the Authority in each Program Document, which representations and warranties, as well as the related defined terms contained therein, are hereby incorporated by reference for the benefit of the Bank with the same effect as if each and every such

representation and warranty and defined term were set forth herein in its entirety. Except as permitted by Section 6.15(a) hereof, no amendment, modification, termination or replacement of any such representations, warranties and definitions contained in the Program Documents to which it is a party shall be effective to amend, modify, terminate or replace the representations, warranties and definitions incorporated herein by this reference, without the prior written consent of the Bank.

Section 5.15. No Maximum Rate. There is no limitation under California law on the rate of interest payable by the Authority with respect to the Obligations, the Bank Note or any other obligations payable to the Bank hereunder, under the Fee Agreement or under any Program Document.

Section 5.16. Security. The Loans and all other Obligations of the Authority hereunder are special obligations payable from and secured by a pledge of (i) the Sales Tax Revenues deposited into the Subordinate Obligations Fund and (ii) the Subordinate Obligations Fund, as set forth in the Ordinance and the Indenture. This Agreement and the Indenture create, for the benefit of the Bank Note, the Loans and the other Obligations, the legally valid, binding and irrevocable lien on and pledge of (i) the Sales Tax Revenues deposited into the Subordinate Obligations Fund and (ii) the Subordinate Obligations Fund. There is no lien on the Sales Tax Revenues or the Subordinate Obligations Fund other than the lien created by the Indenture and Section 6.12 of this Agreement. There is no lien on or pledge of the Sales Tax Revenues (including Revenues) or the Subordinate Obligations Fund other than the liens and/or pledges created or permitted by or with respect to the Indenture, the Senior Lien Indenture, Parity Debt and the pledge set forth in Section 6.12 of this Agreement. The payment of the Obligations ranks on a parity with the payment of the principal of and interest on the Parity Debt and is not subordinate to any payment secured by a lien on the Sales Tax Revenues or the Subordinate Obligations Fund or any other claim other than payments with respect to the principal of and interest on the Senior Lien Debt and the funding of reserves therefor as set forth in the Indenture, and is prior as against all other Persons having claims of any kind in tort, contract or otherwise, whether or not such Persons have notice of such lien. No filing, registration, recording or publication of the Indenture or any other instrument is required to establish the pledge provided for thereunder or to perfect, protect or maintain the lien created thereby on the Sales Tax Revenues or the Subordinate Obligations Fund to secure the Loans and the other Obligations.

Section 5.17. Environmental. Except as disclosed in writing to the Bank, the Authority has not received notice to the effect that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental, health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action, when taken as a whole, would have a Material Adverse Effect.

Section 5.18. No Proposed Legal Changes. (a) To the best knowledge of the Authority, there is no proposed amendment to the Constitution of the State of California or any published administrative interpretation of the Constitution of the State of California or any State of California law, or any public vote or proposition or referendum (or proposed public vote or proposition or referendum) or other ballot initiative or any legislation that has passed either house of the State

legislature, or any published judicial decision interpreting any of the foregoing, the effect of which could reasonably be expected to have a Material Adverse Effect.

(b) There is no amendment to the Constitution of the State of California or any published administrative interpretation of the Constitution of the State of California or any State of California law, or any proposition or referendum (or proposed proposition or referendum) or other ballot initiative or any legislation that has passed either house of the State legislature, or any published judicial decision interpreting any of the foregoing, the effect of which could reasonably be expected to have a Material Adverse Effect.

Section 5.19. OFAC. Neither the Authority, nor, to the knowledge of the Authority, any Related Party, (a) is currently the subject of any Sanctions, (b) is located, organized or residing in any Designated Jurisdiction, or (c) is or has been (within the previous five (5) years) engaged in any transaction with any Person who is now or was then the subject of Sanctions or who is located, organized or residing in any Designated Jurisdiction. To the best knowledge of the Authority, after due inquiry, the proceeds from any Loan or the transaction contemplated by this Agreement will not be, and have not been, used, directly or indirectly, to lend, contribute, provide or otherwise be made available to fund any activity or business in any Designated Jurisdiction or to fund any activity or business of any Person located, organized or residing in any Designated Jurisdiction or who is the subject of any Sanctions, or in any other manner that will result in any violation by any Person (including the Bank) of Sanctions.

Section 5.20. Margin Stock. The Authority is not engaged in the business of extending credit for the purpose of purchasing or carrying Margin Stock, and no part of the proceeds from any Loan will be used to purchase or carry any such Margin Stock or extend credit to others for the purpose of purchasing or carrying any such Margin Stock.

Section 5.21. Trustee. The Bank of New York Mellon Trust Company, N.A. is the duly appointed and acting Trustee under the Indenture.

ARTICLE SIX COVENANTS

The Authority will do the following so long as any amounts may be drawn under the Commitment or any Obligations remain outstanding under this Agreement and the Fee Agreement, unless the Bank shall otherwise consent in writing:

Section 6.1. Maintenance of Existence. The Authority (a) shall maintain its existence pursuant to the Act and the laws of the State of California and (b) shall not liquidate or dissolve, or sell or lease or otherwise transfer or dispose of all or any substantial part of its property, assets or business, or combine, merge or consolidate with or into any other entity. The Authority shall, in all material respects, maintain, preserve and keep its Property in good repair, working order and condition (ordinary wear and tear excepted), except to the extent that the failure to do so could reasonably be expected to result in a Material Adverse Effect.

Section 6.2. Reports, Certificates and Other Information. The Authority shall furnish or cause to be furnished to the Bank copies of:

(a) *Annual Report.* As soon as available, and in any event within two hundred and ten (210) days after the end of each fiscal year of the Authority, audited financial statements consisting of a balance sheet and a statement of revenues, expenditures and changes in fund balances of the Authority, including the Sales Tax Revenues for such fiscal year, setting forth in comparative form the corresponding figures (if any) for the preceding fiscal year, all in reasonable detail, and (A) accompanied by an unqualified opinion of a nationally recognized independent certified public accounting firm stating that (x) they have been prepared in accordance with GAAP consistently applied and (z) nothing has come to the attention of the auditors which would indicate that a Default or Event of Default has occurred under this Agreement, and (B) accompanied by a certification from the Executive Director of the Authority addressed to the Bank stating that neither a Default or Event of Default has occurred which was continuing at the end of such fiscal year or on the date of his certification, or, if such an event has occurred and was continuing at the end of such fiscal year or on the date of his certification, indicating the nature of such event and the action which the Authority proposes to take with respect thereto.

(b) *Budget.* As soon as available, but in any event within 30 days following the approval thereof, a copy of the final budget of the Authority for each fiscal year during the term of the Agreement.

(c) *Reserved.*

(d) *Trustee Notices.* As soon as available, all notices, certificates, instruments, letters and written commitments in connection with Bonds other than those notices, certificates, instruments, letters and written commitments that relate solely to the routine issuance and payment of the Bonds.

(e) *Notice of Default, Event of Default or Adverse Change.* (1) Promptly upon obtaining knowledge of any Default or Event of Default, or notice thereof, and within five Business Days thereafter, a certificate signed by an Authorized Representative specifying in reasonable detail the nature and period of existence thereof and what action the Authority has taken or proposes to take with respect thereto, (2) promptly following a written request of the Bank, a certificate of an Authorized Representative of the Authority as to the existence or absence, as the case may be, of a Default or an Event of Default under this Agreement and (3) notification as soon as possible after an Authorized Representative of the Authority acquires knowledge of the occurrence of (i) the filing of a complaint against the Authority in any court or administrative agency, where the amount claimed is in excess of Ten Million Dollars (\$10,000,000), (ii) the filing of any action which could lead to an initiative or referendum of which the Authority has actual knowledge which could annul, amend, modify or replace the Act, the Sales Tax Law or the Ordinance and which could reasonably be expected to result in a Material Adverse Change, (iii) any Material Adverse Change or any other event which, in the reasonable judgment of the Authority, is likely to

have a material adverse effect on the financial condition or operations of the Authority and (iv) any IRS or SEC inquiry.

(f) *Litigation and Amendments.* As promptly as practicable, (i) written notice to the Bank of all litigation served against the Authority and all proceedings before any court or governmental authority which could reasonably be expected to have a Material Adverse Effect (including without limitation any decrease in Sales Tax Revenues that could reasonably be expected to adversely affect the ability of the Authority to perform any of its obligations under, this Agreement or any of the other the Program Documents), (ii) written notice to the Bank of all material litigation filed against the Authority and all proceedings before any court or governmental authority which relate to the Sales Tax Revenues, the Act, the Sales Tax Law, the Ordinance or any of the Program Documents or the Senior Lien Indenture, and (iii) copies of any amendments or modifications to the Act, the Sales Tax Law, Ordinance or any other legislation of which the Authority has actual knowledge which may materially adversely impact upon the Sales Tax Revenues or the Authority's ability to perform its obligations under the Bank Note or the other Program Documents.

(g) *Material Event Notices.* During any period of time the Authority is subject to continuing disclosure requirements under Rule 15c2-12 promulgated pursuant to the Securities Exchange Act of 1934, as amended (17 C.F.R. Sec. 240-15c2-12), or any successor or similar legal requirement, immediately following any dissemination, distribution or provision thereof to any Person, (1) provide the Bank with a copy of any reportable event notice disseminated, distributed or provided in satisfaction of or as may be required pursuant to such requirements or (2) provide the Bank with notice that such information has been filed with EMMA and is publicly available.

(h) *Other Information.* Such other information regarding the business, affairs and financial condition of the Authority as the Bank may from time to time reasonably request, including without limitation other information respecting the business affairs, financial condition and/or operations of the Authority, as the Bank may from time to time reasonably request.

The Authority will permit the Bank to disclose the information described in this Section 6.2 to any Participants of the Bank, if any, in this Agreement.

Section 6.3. Maintenance of Books and Records. The Authority will keep proper books of record and account in which full, true and correct entries in accordance with the Authority's budget basis accounting principles and reporting practices will be made of all dealings or transactions in relation to its activities.

Section 6.4. Access to Books and Records. To the extent permitted by law, the Authority will permit any Person designated by the Bank to visit any of the offices of the Authority to examine the books and financial records, including minutes of meetings of any relevant governmental committees or agencies, and make copies thereof or extracts therefrom, and to discuss the affairs, finances and accounts of the Authority with their principal officials, all at such

reasonable times and upon reasonable notice and as often as the Bank or any such Bank may reasonably request. The Bank agrees to maintain the confidentiality of all such books, records and information regarding the Authority; *provided, however*, that the Bank shall not be precluded from disclosing such information or the contents of such books and records to the extent required by statute, rule, regulation or judicial process or upon the lawful demand of any court or agency having jurisdiction over the Bank or any Participant, if any.

Section 6.5. Compliance with Documents. The Authority agrees that it will perform and comply with each and every covenant and agreement required to be performed or observed by it in each of the Program Documents with the same effect as if each and every such provision were set forth herein in its entirety all of which shall be deemed to be made for the benefit of the Bank and shall be enforceable against the Authority. To the extent that any such provision permits the Authority or any other party to waive compliance with such provision or requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to the Authority or any other party, for purposes of this Agreement, such provision shall be complied with unless it is specifically waived by the Bank in writing and such document, opinion or other instrument and such event or condition shall be acceptable or satisfactory only if it is acceptable or satisfactory to the Bank which shall only be evidenced by the written approval by the Bank of the same, *provided, however*, that such waiver or determination of acceptance by the Bank shall be required only if the granting of such waiver or the determination that a document, opinion or other instrument or any event or conditions be acceptable or satisfactory relates to a covenant or agreement which affects the ability or obligation of the Authority to pay the principal or interest on the Bank Note or the Loans or the security therefor or which is material to the rights of the Bank. Except as permitted by Section 6.15(a) hereof, no termination or amendment to such covenants and agreements or defined terms or release of the Authority with respect thereto made pursuant to any of the Program Documents, shall be effective to terminate or amend such covenants and agreements and defined terms or release the Authority with respect thereto in each case as incorporated by reference herein without the prior written consent of the Bank. Notwithstanding any termination or expiration of any such Program Document, the Authority shall, unless such Program Document has terminated in accordance with its terms and has been replaced by a new Program Document, continue to observe the covenants therein contained for the benefit of the Bank until the termination of this Agreement. All such incorporated covenants shall be in addition to the express covenants contained herein and shall not be limited by the express covenants contained herein nor shall such incorporated covenants be a limitation on the express covenants contained herein.

Section 6.6. Compliance with Law. The Authority shall comply with and observe all Applicable Law, obligations and requirements set forth in the Constitution of the State of California and in all applicable statutes and regulations binding upon it relating to the Indenture and the other Program Documents.

Section 6.7. Further Assurances. From time to time hereafter, the Authority will execute and deliver such additional instruments, certificates or documents, and will take all such actions as the Bank may reasonably request for the purposes of implementing or effectuating the provisions of the Program Documents, the Act, and the Sales Tax Law or for the purpose of more fully perfecting or renewing the rights of the Bank with respect to the rights, properties or assets

subject to such documents (or with respect to any additions thereto or replacements or proceeds thereof). Upon the exercise by the Bank of any power, right, privilege or remedy pursuant to the Program Documents, the Act and the Sales Tax Law which requires any consent, approval, registration, qualification or authorization of any governmental authority or instrumentality, the Authority will, to the extent permitted by law, execute and deliver all necessary applications, certifications, instruments and other documents and papers that the Bank may be required to obtain for such governmental consent, approval, registration, qualification or authorization.

Section 6.8. Budget and Appropriation. To the fullest extent permitted by California law, the Act, the Sales Tax Law and the Ordinance, the Authority shall cause the appropriate Authority official to take any and all ministerial actions that may be necessary to facilitate the payment of all obligations under this Agreement and the Fee Agreement and to include such obligations in the budget to be submitted to the Authority for consideration and included in an appropriations request.

Section 6.9. Most Favored Nations. In the event that the Authority has or shall, directly or indirectly, enter into or otherwise consent to any credit agreement, standby bond purchase agreement, credit facility, reimbursement agreement, direct purchase agreement (such as a continuing covenant agreement or supplemental bondholder's agreement), bond purchase agreement, liquidity agreement, or other agreement or instrument (or, in each case, any amendment, supplement or other modification thereof) (each such agreement referred to herein as a "Bank Agreement") under which, directly or indirectly, any Person or Persons (each a "Provider") undertake(s) to make or provide funds to make payment of, or to purchase or provide liquidity support or credit enhancement for any Parity Debt, any commercial paper notes or any bonds or notes or other securities of the Authority secured by or payable on a parity with the Bank Note, which such Bank Agreement provides such Provider with additional or more restrictive covenants, additional or different events of default and/or greater rights and remedies than are provided to the Bank in this Agreement (excluding negotiated business terms such as pricing or interest rate increases or shorter term out provisions or expiration date of such Bank Agreement) (each such term or provision referred to herein as a "More Favorable Term"), the Authority shall provide the Bank with a copy of each such Bank Agreement and such More Favorable Term shall automatically be deemed to be incorporated into this Agreement for so long as any Provider has the benefit of such More Favorable Term and the Bank shall have the benefits of such More Favorable Term as if specifically set forth herein for so long as any Provider has the benefit of such More Favorable Term. Upon the request of the Bank, the Authority shall promptly enter into an amendment to this Agreement to include such More Favorable Term for so long as any Provider has the benefit of such More Favorable Term (provided that the Bank shall maintain the benefit of such More Favorable Term even if the Authority fails to enter into such amendment).

Section 6.10. Trustee. The Authority shall at all times maintain a Trustee.

Section 6.11. Ratings. The Authority covenants and agrees that it shall at all times maintain at least two unenhanced long-term ratings on any one or more series of the Senior Lien Debt from any two of Moody's, Fitch or S&P. The Authority shall give written notice to the Bank as soon as practicable of the increase, decrease, withdrawal or suspension of any rating maintained by Moody's, Fitch or S&P, to the extent such Rating Agency is then maintaining a rating on Senior Lien Debt. The Authority covenants and agrees that it shall not at any time withdraw any long-term

unenanced rating on its Senior Lien Debt from any of Fitch, Moody's or S&P if the effect of such withdrawal would be to cure a Default or an Event of Default under this Agreement or reduce the Commitment Fee.

Section 6.12. Pledge of Sales Tax Revenue. The Bank Note and the Obligations shall be limited obligations of the Authority, shall be payable as to both principal and interest from, and shall be secured by a pledge of, lien on and security interest in (i) the Sales Tax Revenues (including Revenues), including earnings on such amounts, and (ii) the Subordinate Obligations Fund, subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein, which pledge, lien and security interest shall be junior and subordinate only to the pledge of the Sales Tax Revenues (including Revenues) in favor of the Senior Lien Debt and the funding of the reserves with respect thereto pursuant to the express terms of the Indenture. Subject to the provisions of the Indenture, (i) the Sales Tax Revenues (including Revenues) deposited into the Subordinate Obligations Fund and (ii) the Subordinate Obligations Fund are hereby pledged to the payment of the Bank Note and all Obligations of the Authority hereunder. The Obligations hereunder shall be deemed Parity Debt for all purposes of the Indenture. Such proceeds from the Loans, Revenues and the other moneys hereby pledged to the payment of the Authority's Obligations hereunder shall immediately be subject to the Lien of this pledge without any physical delivery thereof or further act, and the Lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Authority, irrespective of whether such parties have notice thereof. The Authority will take all actions and do all things necessary to maintain the pledge of and the lien on (i) the Sales Tax Revenues (including Revenues) deposited into the Subordinate Obligations Fund and (ii) the Subordinate Obligations Fund as provided in the Indenture and herein.

Section 6.13. Taxes, Other Governmental Authority Charges and Liabilities. The Authority shall pay, or cause to be paid, as and when due and prior to delinquency, all its indebtedness and obligations promptly and in accordance with their terms and pay and discharge or cause to be paid all taxes, assessments and governmental charges of any kind that may at any time be lawfully assessed or levied against or with respect to the Authority or upon any of its property, real, personal or mixed, or upon any part thereof, before the same shall become in default, which default could have a Material Adverse Effect on the ability of the Authority to perform its obligations under this Agreement, the Fee Agreement, the Bank Note or any other Program Documents. However, the Authority may contest in good faith any such taxes, assessments and other charges and, in such event, may permit the taxes, assessments or other charges so contested to remain unpaid during any period, including appeals, when the Authority is in good faith contesting the same, so long as (i) reserves have been established in an amount sufficient to pay any such taxes, assessments or other charges, accrued interest thereon and potential penalties or other costs relating thereto, or other adequate provision for the payment thereof shall have been made, (ii) enforcement of the contested tax, assessment or other charge is effectively stayed for the entire duration of such contest, and (iii) any tax, assessment or other charge determined to be due, together with any interest or penalties thereon, is immediately paid after resolution of such contest.

Section 6.14. Sovereign Immunity. To the extent that the Authority has or hereafter may acquire under any Applicable Law any right to immunity from set-off or legal proceedings, on the grounds of sovereign immunity, governmental immunity or any other similar doctrine, the Authority hereby irrevocably waives, to the full extent permitted by law, such rights to immunity for itself in respect of any contract claims arising under or related to this Agreement or any other Program Document.

Section 6.15. Negative Covenants of the Authority. Until the termination of this Agreement and the payment in full to the Bank of all amounts payable to the Bank hereunder, under the Fee Agreement and under the Bank Note, the Authority hereby covenants and agrees that it shall not:

(a) *Amendments.* Without the prior written consent of the Bank, (i) consent or agree to or permit any rescission of or amendment to the Indenture, the Ordinance or any Program Document which would reduce the amount of the Sales Tax Revenues (including Revenues) or materially adversely affect the obligations of the Authority hereunder, under the Fee Agreement or any other Program Document or which would in any manner materially impair or materially adversely affect the rights of the Authority to the Revenues or the security of the Indenture or the ability of the Authority to repay indebtedness (including commercial paper) that is secured by the Sales Tax Revenues or which adversely affects the security for the Bank Note, the Loans or the other Obligations; or (ii) agree to the amendment of the Indenture, the Ordinance or any other Program Documents such that payments to pay the Bank Note are impaired or reduced or the priority of the obligations of the Authority under the Indenture or to the Bank hereunder or under the Fee Agreement is adversely affected in any way; or (iii) agree to any amendment of the Indenture, the Ordinance or any other Program Document whatsoever which could reasonably be expected to materially and adversely affect any right, interest, security or remedy of the Bank or be reasonably expected to result in a Material Adverse Effect (including without limitation any decrease in Sales Tax Revenues that could reasonably be expected to adversely affect the ability of the Authority to perform any of its obligations under, this Agreement or any of the other the Program Documents). Notwithstanding the foregoing, the Authority shall be entitled to enter into one or more supplements to the Indenture in order to issue or incur additional debt so long as the Authority complies with the provisions of Section 3.06 of the Indenture and the issuance of such indebtedness would not otherwise result in a Default or an Event of Default and the proceeds of the issuance or incurrence of such additional debt is used in accordance with Section 6.16 hereof.

(b) *Swap Termination Payments.* Subsequent to the Effective Date, the Authority shall not enter into any Swap Contract unless any and all termination payments that may become owing by the Authority thereunder shall be subordinate to all amounts payable to the Bank hereunder and under the Fee Agreement. The Authority shall not permit any Lien on any portion of the Revenues securing any swap termination payments to be *pari passu* with or senior to the Lien on the Revenues created pursuant to the Indenture or the Supplemental Indenture to secure the payment of the principal of and interest on the Bank Note, the Loans and the other Obligations.

(c) *Liens.* The Authority shall not create or suffer to be created any pledge of or lien on the Sales Tax Revenues (including Revenues), other than the pledge provided for in the Indenture and in Section 6.12 of this Agreement, and with respect to the Senior Lien Debt, as expressly provided for in or permitted by the Bond Indentures. The Authority shall not create or suffer to be created any pledge of or lien on the Sales Tax Revenues (including Revenues) that would affect the priority of Liens in existence on the Effective Date.

(d) *Sovereign Immunity.* With respect to its obligations arising under this Agreement and the other Program Documents, the Authority irrevocably agrees, to the extent permitted by law, that it will not claim any immunity on the grounds of sovereignty, governmental immunity or other similar grounds from any action, suit or proceeding by the Bank to enforce the obligations of the Authority under this Agreement or any other Program Document.

(e) *Trustee.* The Authority shall not, without the prior written consent of the Bank, which consent shall not be unreasonably withheld, (i) remove, or seek to remove, the Trustee; or (ii) appoint or consent to the appointment of any successor thereto.

(f) *Offering Memorandum Disclosure.* The Authority shall not refer to any financial information or ratings with respect to the Bank in any official statement or any similar offering document or make any changes in reference to any financial information or ratings with respect to the Bank in any official statement or any similar offering document without the prior written consent of the Bank (which consent shall not be unreasonably withheld).

(g) *Accounting Standards.* All financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the financial statements, except as otherwise specifically prescribed herein. Except as provided in the immediately preceding sentence, in preparing any financial data or statements contemplated or referred to in this Agreement, the Authority shall not vary or modify the accounting methods or principles from the accounting standards employed in the preparation of its audited financial statements as of June 30, 2019, as examined and reported on by Vavrinek, Trine, Day & Co., LLP.

(h) *Application of Proceeds.* The Authority shall not, and shall not permit OCTA to, take or omit to take any action, which action or omission will in any way result in the proceeds of the Loans being applied in a manner other than to pay the costs of the Project and to satisfy the condition set forth in Section 13(a)(i) of the TIFIA Loan Agreement.

(i) *No Impairment.* To the fullest extent permitted by law, the Authority will neither take any action, nor cause or permit the Trustee or OCTA to take any action, under the Indenture or any Program Document which, in and of itself, would materially adversely

affect the interests, rights, remedies or security of the Bank under this Agreement or any other Program Document or which could result in a Material Adverse Effect (including without limitation any decrease in Sales Tax Revenues that could reasonably be expected to adversely affect the ability of the Authority to perform any of its obligations under, this Agreement or any of the other the Program Documents).

Section 6.16. Additional Debt Proceeds. The Authority shall use the proceeds of any indebtedness which is to be secured by Sales Tax Revenues issued or incurred after the Effective Date (a) first, to pay on a dollar for dollar basis the outstanding amount of the Loans, if any, and (b) second, to reduce on a dollar for dollar basis the Commitment.

Section 6.17. Disclosure to Participants. The Authority shall permit the Bank to disclose the financial information received by it pursuant to this Agreement to each Participant of the Bank, if any, subject to confidentiality restrictions and use restrictions customary for financial institutions.

ARTICLE SEVEN DEFAULTS

Section 7.1. Events of Default and Remedies. If any of the following events shall occur, each such event shall be an “*Event of Default*”:

(a) The Authority fails to pay, or cause to be paid, (i) when due any principal of or interest on any Loan within sixty (60) calendar days of the date such principal or interest was due, (ii) any Commitment Fee within ten (10) calendar days following receipt of an invoice therefor or (iii) any other Obligation (other than the Obligations described in clause (i) or (ii) of this Section 7.1(a)) within ten (10) calendar days of the date such Obligation was due; or

(b) Any representation, warranty or statement made by or on behalf of the Authority herein or in any other Program Document or in any certificate delivered pursuant hereto or thereto shall prove to be untrue in any material respect on the date as of which made or deemed made; or the documents, certificates or financial statements of the Authority (including unaudited financial reports, budgets, projections and cash flows of the Authority) furnished to the Bank by or on behalf of the Authority in connection with the transactions contemplated hereby, when taken as a whole, are materially inaccurate in light of the circumstances under which they were made and as of the date on which they were made; or

(c) (i) The Authority fails to perform or observe any term, covenant or agreement contained in Section 6.1, 6.5, 6.11, 6.12, 6.14 or 6.15 hereof (other than Section 6.15(c), (g) or (h) hereof) or (ii) the Authority fails to perform or observe any other term, covenant or agreement contained in this Agreement hereof, but otherwise excluding those referred to in Section 7.1(a) and 7.1(c)(i) hereof) and any such failure cannot be cured or, if curable, remains uncured for thirty (30) days after the earlier of (A) the Bank providing written notice thereof to the Authority, or (B) an Authorized Representative having actual

acknowledge thereof; *provided that*, actual knowledge shall not be imputed to any Authorized Representative with respect to any such failure or breach for which a determination is required that a Material Adverse Effect or Material Adverse Change has occurred, unless the Authority has received written notice from the Bank with respect to such failure or breach; or

(d) The Authority shall (i) default in any payment of any Debt payable from or secured by a lien on Sales Tax Revenues, including, without limitation, Senior Lien Debt, Parity Debt and Subordinate Obligations (“*Secured Debt*”), beyond the period of grace, if any, provided in the instrument or agreement under which such Secured Debt was created, or (ii) default in the observance or performance of any agreement or condition relating to any Secured Debt in an amount greater than \$500,000 or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Secured Debt (or a trustee or agent on behalf of such holder or holders) to cause (determined without regard to whether any notice is required), any such Secured Debt to become due prior to its stated maturity (whether by acceleration, redemption, tender or otherwise); or

(e) (i) A court or other Governmental Authority with jurisdiction to rule on the validity of this Agreement, the Indenture, any other Program Document, the Act or the Sales Tax Law shall find, announce or rule that (x) any material provision of this Agreement or any other Program Document or (y) any provision of the Indenture relating to the security for the Bank Note, the Loans or the other Obligations, the Authority’s ability to pay the Obligations or perform its obligations hereunder or the rights and remedies of the Bank, is not a valid and binding agreement of the Authority or (ii) the Authority shall contest the validity or enforceability of this Agreement, any other Program Document, the Act or the Sales Tax Law or any provision of the Indenture relating to the security for the Bank Note, the Loans or the other Obligations, the Authority’s ability to pay the other Obligations or perform its obligations hereunder or the rights and remedies of the Bank, or shall seek an adjudication that this Agreement, any other Program Document, the Act or the Sales Tax Law or any provision of the Indenture relating to the security for the Bank Note, the Loans or the other Obligations, the Authority’s ability to pay the Obligations or perform its obligations hereunder or the rights and remedies of the Bank, is not valid and binding on the Authority or the Authority shall repudiate its obligations under this Agreement or any other Program Document; or

(f) (i) (A) Any provision of the Indenture relating to the security for the Bank Note, the Loans or the other Obligations, the Authority’s ability to pay the Bank Note, the Loans or the other Obligations or perform its obligations hereunder or the rights and remedies of the Bank shall at any time for any reason cease to be in full force or effect, (B) the Act, the Sales Tax Act, the Ordinance, or any other Program Document, or any material provision of any of the foregoing documents, shall at any time for any reason cease to be in full force or effect, or (C) the Authority or any Person acting by or on behalf of the Authority shall deny or disaffirm the Authority’s obligations under the Indenture or any other Program Document; or (ii) (A) the validity or enforceability of any provision of the

Act, the Sales Tax Law or the Ordinance that impacts the Authority's ability or obligation to levy the Sales Tax in the incorporated and unincorporated territory of the County of Orange or to collect Revenues or to pay the Revenues directly to the Trustee or the BOE's ability or obligation to collect the Sales Tax or to pay the Sales Tax Revenues to the Trustee is contested by duly authorized action of the Authority or is determined by a court or the State or any instrumentality of the State with appropriate jurisdiction in a proceeding subject to further appeals to be invalid or unenforceable, or (B) the Act, the Sales Tax Law or the Ordinance is repealed, (C) a Federal court or any other court with appropriate jurisdiction or the State or any instrumentality of the State or any other Governmental Authority with appropriate jurisdiction determines in a final non-appealable order or judgment, as the case may be, that any provision or provisions of the Act, the Sales Tax Law or the Ordinance regarding (1) the Authority's ability or obligation to levy or impose the Sales Tax in the incorporated and unincorporated territory of the County of Orange or collect Revenues or to pay the Revenues directly to the Trustee or (2) the BOE's obligation to collect the Sales Tax or the BOE's ability or obligation to make payment of the Sales Tax directly to the Trustee, or the pledge of and lien on Revenues securing the payment of the principal of or interest on the Bank Note, the Loans and the other Obligations, is null and void, or (D) the Act, the Sales Tax Law or the Ordinance is ruled to be null and void by a Federal court or any court with appropriate jurisdiction or the State or any instrumentality of the State or any other Governmental Authority with appropriate jurisdiction; or (iii) the validity or enforceability of any provision of the Act, the Sales Tax Law or the Ordinance that impacts the Authority's ability or obligation to levy the Sales Tax in the incorporated and unincorporated territory of the County of Orange or to collect Revenues or to pay the Revenues directly to the Trustee or the BOE's ability or obligation to collect the Sales Tax or to pay the Sales Tax Revenues to the Trustee is contested by duly authorized action of the State or any instrumentality of the State with appropriate jurisdiction; or

(g) A final judgment or order for the payment of money in excess of \$20,000,000 (in excess of the coverage limits of any applicable insurance therefor) shall have been rendered against the Authority and such judgment or order shall not have been satisfied, stayed, vacated, discharged or bonded pending appeal within a period of thirty (30) days from the date on which it was first so rendered; or

(h) (i) A debt moratorium, debt restructuring, debt adjustment or comparable restriction is imposed on the repayment when due and payable of the principal of or interest on any obligation secured by a lien, charge or encumbrance upon the Sales Tax Revenues, or (ii) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors, the Authority seeks to have an order for relief entered with respect to it or seeking to adjudicate it insolvent or bankrupt or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts payable from or secured by the Sales Tax Revenues, or (iii) the Authority seeks appointment of a receiver, trustee, custodian or other similar official for itself or for the Sales Tax Revenues, or the Authority shall make a general assignment for the benefit of its creditors, or (iv) there shall be commenced against the Authority any case, proceeding or other action of a nature referred

to in clause (ii) and the same shall remain undismissed, or (v) there shall be commenced against the Authority any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all of the Authority's property or the Sales Tax Revenues which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal, within 60 days from the entry thereof, or (vi) the Authority takes action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), (iii), (iv) or (v) above, or (vii) the Authority shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts payable from or secured by the Sales Tax Revenues as they become due; or

(i) Any of Fitch, Moody's or S&P (in each case to the extent such Rating Agency is then providing a rating) shall have downgraded its rating of any Senior Lien Debt to below "BBB-" (or its equivalent), "Baa3" (or its equivalent) or "BBB-" (or its equivalent), respectively, or suspended or withdrawn its rating of the same; or

(j) An "event of default" shall have occurred and be continuing under any Program Document and the expiration of any applicable grace period shall have occurred; or

(k) (i) The Authority shall fail to preserve a valid and enforceable lien on the Sales Tax Revenues described in Section 6.12 hereof in favor of the Bank or (ii) any legislation is enacted, repealed, reenacted, amended or otherwise modified, and such repeal, reenactment, amendment, modification or enactment, in the sole opinion of the Bank has a material adverse affect on the validity or enforceability of the lien on Sales Tax Revenues in favor of the Bank as described in Section 6.12 hereof;

(l) Any rescission of or amendment to or any other action under or in connection with the Sales Tax Revenues (including, without limitation, any modification of the Act) which would or could materially reduce the amount of the Sales Tax Revenues or the allocation of the Sales Tax Revenues to the payment of the Bank Note, the Loans or the other Obligations or which would or could in any manner materially impair or adversely affect the rights of the Authority to any or all of the Sales Tax Revenues or to the security of the Bank; or

(m) Dissolution or termination of the existence of the Authority.

Section 7.2. Remedies. Upon the occurrence of any Event of Default, the Bank may exercise any one or more of the following rights and remedies in addition to any other remedies herein or by law provided:

(a) by notice to the Authority, declare all Obligations to be, and such amounts shall thereupon become, immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Authority; *provided* that upon the occurrence of an Event of Default described under Section 7.1(h)

hereof such acceleration shall automatically occur (unless such automatic acceleration is waived by the Bank in writing);

(b) in the case of a Special Event of Default, the Commitment and the obligation of the Bank to make Loans hereunder shall immediately terminate without prior notice or demand, and thereafter the Bank shall be under no obligation to make the Loans. Promptly after the Bank receives notice or otherwise becomes aware of the occurrence of a Special Event of Default, the Bank shall give written notice of the same to the Authority; *provided*, that the Bank shall incur no liability or responsibility whatsoever by reason of its failure to receive or give such notice and such failure shall in no way affect the termination of the Commitment and of its obligation to make the Loans pursuant to this Agreement;

(c) pursue any rights and remedies it may have under any Program Document, the Act, the Sales Tax Act or the Ordinance; or

(d) pursue any other action available at law or in equity.

Section 7.3. Solely for the Benefit of Bank. The rights and remedies of the Bank specified herein are for the sole and exclusive benefit, use and protection of the Bank, and the Bank is entitled, but shall have no duty or obligation to the Authority or any other Person or otherwise, to exercise or to refrain from exercising any right or remedy reserved to the Bank hereunder or under any of the other Program Documents.

Section 7.4. Discontinuance of Proceedings. In case the Bank shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Program Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Bank shall have the unqualified right so to do and, in such event, the Authority and the Bank shall be restored to their former positions with respect to the Obligations, the Program Documents and otherwise, and the rights, remedies, recourse and powers of the Bank hereunder shall continue as if the same had never been invoked.

ARTICLE EIGHT RESERVED

ARTICLE NINE MISCELLANEOUS

Section 9.1. Amendments, Waivers, Etc. No modification, amendment or waiver of any provision of this Agreement or the Bank Note, or consent to any departure by the Authority therefrom, shall in any event be effective unless the same shall be in writing and signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 9.2. Notices. All notices and other communications provided for hereunder shall be in writing (including required copies) and sent by receipted hand delivery (including Federal

Express or other receipted courier service), telex, telecopy, facsimile transmission, email transmission, or regular mail, as follows:

If to the Authority: Orange County Local Transportation Authority
550 South Main Street
Orange, California 92863
Attention: Chief Financial Officer
Telephone: (714) 560-5649
Telecopy: (714) 560-5800
Email: aoftelie@octa.net and rdavis1@octa.net

If to OCTA: Orange County Transportation Authority
550 South Main Street
Orange, California 92863
Attention: Chief Financial Officer
Telephone: (714) 560-5649
Telecopy: (714) 560-5800
Email: aoftelie@octa.net and rdavis1@octa.net

If to the Trustee The Bank of New York Mellon Trust Company, N.A.
400 S. Hope Street, Suite 400
Los Angeles California 90071
Attention: Corporate Trust Department
Facsimile: (213) 630-6215

If to the Bank: Bank of America, N.A.
555 California St., Suite 1160
Mailcode CA5-705-11
San Francisco, CA 94104
Attention: Grace Barvin
Telephone: (415) 913-2325
Email: grace.barvin@bofa.com

With a copy to: Bank of America, N.A.
800 5th Avenue, Floor 35
Mailcode WA1-501-35-11
Seattle, Washington 98104
Attention: Satinder Parwana
Telephone: (206) 358-6055
Email: satinder.parwana@bofa.com

or, as to each Person named above, at such other address as shall be designated by such Person in a written notice to the parties hereto. All such notices and other communications shall, when delivered or telexed, telecopied, sent by facsimile transmission or mailed, be effective when deposited with the courier, telexed, telecopied, sent by facsimile transmission or mailed respectively, addressed as aforesaid.

Section 9.3. Survival of Covenants; Successors and Assigns. (a) All covenants, agreements, representations, and warranties made herein and in the certificates delivered pursuant hereto shall survive the making of any Loan hereunder and shall continue in full force and effect so long as the Commitment is in effect and until all obligations of the Authority hereunder and under the Bank Note shall have been paid in full. Such representations and warranties have been or will be relied upon by the Bank, regardless of any investigation made by the Bank or on its behalf and notwithstanding that the Bank may have had notice or knowledge of any Default or Event of Default at the time of the making of any Loan. Whenever in this Agreement any of the parties hereto is referred to, such reference shall, subject to the last sentence of this Section, be deemed to include the successors and assigns of such party, and all covenants, promises and agreements by or on behalf of the Authority which are contained in this Agreement and the Bank Note shall inure to the benefit of the successors and assigns of the Bank. The Authority may not transfer its rights or obligations under this Agreement and the Bank Note without the prior written consent of the Bank. The Bank may transfer some or all of its rights and obligations under this Agreement with the prior written consent of the Authority (which consent shall not be withheld unreasonably). This Agreement and the Bank Note are made solely for the benefit of the Authority, the Bank, and no other Person shall have any right, benefit or interest under or because of the existence of this Agreement and the Bank Note; *provided further* that the Authority's liability to any Participant (as such term is defined below) shall not in any event exceed that liability which the Authority would owe to the Bank but for such participation.

(b) Notwithstanding the foregoing, the Bank shall be permitted to grant to one or more financial institutions (each a "*Participant*") a participation or participations in all or any part of the Bank's rights and benefits under this Agreement and the Bank Note on a participating basis but not as a party to this Agreement and the Bank Note (a "*Participation*") without the consent of the Authority. In the event of any such grant by the Bank of a Participation to a Participant, the Bank shall remain responsible for the performance of its obligations hereunder, and the Authority shall continue to deal solely and directly with the Bank in connection with the Bank's rights and obligations under this Agreement and the Bank Note. The Authority agrees that each Participant shall, to the extent of its Participation, be entitled to the benefits of this Agreement and the Bank Note as if such Participant were the Bank, *provided* that no Participant shall have the right to declare, or to take actions in response to, an Event of Default under Section 7.1 hereof; and *provided further* that no such Participant shall be entitled to receive payment hereunder of any amount greater than the amount which would have been payable had the Bank which entered into such Participation with the related Participant not granted a Participation to such Participant.

(c) *Certain Pledges.* In addition to the rights of the Bank set forth above, the Bank may at any time pledge or assign a security interest in all or any portion of its rights or interests under this Agreement, the Bank Note and the other Program Documents to secure obligations of the Bank or an Affiliate of the Bank, including any pledge or assignment to secure obligations to a Federal Reserve Bank or to any state or local governmental entity or with respect to public deposits; *provided* that no such pledge or assignment shall release the Bank from any of its obligations hereunder or substitute any such pledgee or assignee for the Bank as a party hereto.

Section 9.4. Unconditional Obligations. The obligations of the Authority under this Agreement, the Fee Agreement and the Bank Note shall be absolute, unconditional, irrevocable

and performed and payable strictly in accordance with the terms of the Indenture and this Agreement, the Fee Agreement and the Bank Note, under all circumstances whatsoever, including, without limitation, the following:

(a) any lack of validity or enforceability of this Agreement, the Fee Agreement, the Bank Note or, to the extent permitted by law, the Indenture, the Ordinance, the Act, the Sales Tax Law or any other Program Document;

(b) any amendment or waiver of or any consent to departure from the terms of the Indenture or all or any of the Program Documents to which the Bank has not consented in writing;

(c) the existence of any claim, counterclaim, set-off, recoupment, defense, or other right which any Person may have at any time against the Bank, the Authority or any other Person, whether in connection with this Agreement, the Fee Agreement, the Bank Note, the Indenture, the Ordinance, the Sales Tax Law, the Act, the other Program Documents, or any other transaction related thereto;

(d) any statement or any other document presented pursuant hereto which the Bank in good faith determines to be valid, sufficient or genuine and which subsequently proves to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect whatsoever;

(e) payment by the Bank of the Loan against presentation of a request which the Bank in good faith determines to be valid, sufficient or genuine and which subsequently is found not to comply with the terms of this Agreement; and

(f) any other circumstances or happening whatsoever whether or not similar to any of the foregoing.

Section 9.5. Liability of Bank: Indemnification. (a) To the extent permitted by law, the Authority assumes all risks of the acts or omissions of any Person with respect to the use of the Commitment and the use of proceeds thereunder; *provided* that this assumption with respect to the Bank is not intended to and shall not preclude the Authority from pursuing such rights and remedies as it may have against such other Person under any other agreements. Neither the Bank nor any of its respective employees, officers or directors shall be liable or responsible for (i) the use of the Commitment, the proceeds of the Loans or the transactions contemplated hereby and by the Program Documents or for any acts or omissions of Trustee, (ii) the validity, sufficiency, or genuineness of any documents determined in good faith by the Bank to be valid, sufficient or genuine, even if such documents shall, in fact, prove to be in any or all respects invalid, fraudulent, forged or insufficient, (iii) payments by the Bank against presentation of Loan Notices for which the Bank in good faith has determined to be valid, sufficient or genuine and which subsequently are found not to comply with the terms of this Agreement, or (iv) any other circumstances whatsoever in making or failing to make payment hereunder; *provided* that the Authority shall not be required to indemnify the Bank for any claims, losses, liabilities, costs or expenses to the extent, but only to the extent, directly caused by the gross negligence or willful misconduct of the Bank.

(b) To the extent permitted by law, the Authority hereby indemnifies and holds harmless the Bank and any of its officers, directors, employees or agents (each an “Indemnitee”) from and against any and all direct, as opposed to consequential, claims, damages, losses, liabilities, costs or expenses (including specifically reasonable attorney’s fees) which the Bank may incur (or which may be claimed against the Bank by any Person whatsoever) by reason of or in connection with the execution and delivery of this Agreement and the Bank Note and the transactions contemplated hereby or thereby and; *provided* that the Authority shall not be required to indemnify the Bank, and the Authority shall have a cause of action against the Bank, for any direct, as opposed to consequential, claims, damages, losses, liabilities, costs, or expenses to the extent, but only to the extent, caused by (i) the Bank’s willful misconduct or gross negligence in determining whether documents presented hereunder comply with the terms hereof or (ii) the Bank’s willful or grossly negligent failure to make lawful payment hereunder after the presentation to the Bank by the Authority of the Loan Notice strictly complying with the terms and conditions hereof (it being understood that in making such payment the Bank’s exclusive reliance on the documents presented to the Bank in accordance with the terms hereof as to any and all matters set forth therein, whether or not any statement or any document presented pursuant hereto proves to be forged, fraudulent, invalid or insufficient in any respect or any statement therein proves to be untrue or inaccurate in any respect whatsoever, shall not be deemed willful misconduct or gross negligence of the Bank). The Bank is hereby expressly authorized and directed to honor any demand for payment which is made hereunder without regard to, and without any duty on its part to inquire into the existence of, any disputes or controversies between the Authority or any other person or the respective rights, duties or liabilities of any of them, or whether any facts or occurrences represented in any of the documents presented hereunder are true and correct.

(c) *Waiver of Consequential Damages, Etc.* To the fullest extent permitted by Applicable Law, the Authority shall not assert, and hereby waives, and acknowledges that no other Person shall have, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Program Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the Loans or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Program Documents or the transactions contemplated hereby or thereby.

(d) *Payments.* All amounts due under this Section shall be payable not later than ten (10) Business Days after demand therefor.

(e) *Survival.* The agreements in this Section and the indemnity provisions of Section 8.02(d) shall survive the termination of the Commitment and the repayment, satisfaction or discharge of all the other Obligations.

Section 9.6. Expenses and Taxes. The Bank will promptly pay (a) the reasonable fees and expenses (in an amount not to exceed \$15,000 plus disbursements) of counsel to the Bank incurred in connection with the preparation, execution and delivery of this Agreement and the other

Program Documents, (b) the reasonable fees and expenses of counsel to the Authority, and (c) the reasonable fees and expenses of the financial advisor to the Authority . The Authority will promptly pay (i) the reasonable fees and disbursements of counsel to the Bank with respect to advising the Bank as to the rights and responsibilities under this Agreement after the occurrence of an Event of Default, (ii) all reasonable costs and expenses, if any, in connection with any amendment to this Agreement, the Bank Note or any other Program Document, including in each case the fees and disbursements of counsel to the Bank and (iii) all reasonable costs and expenses, if any, in connection with the enforcement of this Agreement and any other documents which may be delivered in connection herewith or therewith, including in each case the fees and disbursements of counsel to the Bank. In addition, the Authority shall pay any and all stamp and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing, and recording of this Agreement and the security contemplated by the Program Documents and any related documents and agrees to hold the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes and fees. In addition, the Authority agrees to pay, after the occurrence of an Event of Default, all costs and expenses (including attorneys' fees and costs of settlement) incurred by the Bank in enforcing any obligations or in collecting any payments due from the Authority hereunder by reason of such Event of Default or in connection with any refinancing or restructuring of the credit arrangements provided under this Agreement in the nature of a "workout" or of any insolvency or bankruptcy proceedings.

Section 9.7. No Waiver; Conflict. Neither any failure nor any delay on the part of the Bank in exercising any right, power or privilege hereunder, nor any course of dealing with respect to any of the same, shall operate as a waiver thereof, preclude any other or further exercise thereof nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The remedies herein provided are cumulative, and not exclusive of any remedies provided by law. To the extent of any conflict between this Agreement, the Indenture and any other Program Documents, this Agreement and the Fee Agreement shall control solely as between the Authority and the Bank.

Section 9.8. Further Assurances. From time to time upon the request of either party hereto, the other shall promptly and duly execute, acknowledge and deliver any and all such further instruments and documents as the requesting party may in its reasonable discretion deem necessary or desirable to confirm this Agreement, and the other Program Documents, to carry out the purpose and intent hereof and thereof or to enable the requesting party to enforce any of its rights hereunder or thereunder. At any time, and from time to time, upon request by the Bank, the Authority will, at the Authority's expense, correct any defect, error or omission which may be discovered in the form or content of any of the Program Documents. Upon any failure by the Authority to do so, the Bank or the Trustee may make, execute and record any and all such instruments, certificates and other documents for and in the name of the Authority, all at the sole expense of the Authority, and the Authority hereby appoints the Bank and the Trustee the agent and attorney-in-fact of the Authority to do so, this appointment being coupled with an interest and being irrevocable. In addition, at any time, and from time to time, upon request by the Bank or the Trustee, the Authority will, at the Authority's expense, provide any and all further instruments, certificates and other documents as may, in the opinion of the Bank or the Trustee, be necessary or desirable in order to

verify the Authority's identity and background in a manner satisfactory to the Bank or the Trustee, as the case may be.

Section 9.9. Dealing with the Authority and/or the Trustee. The Bank and its affiliates may accept deposits from, extend credit to and generally engage in any kind of banking, trust or other business with the Authority and/or the Trustee regardless of the capacity of the Bank hereunder.

Section 9.10. Severability. Any provision of this Agreement or the other Program Documents which is prohibited or illegal, invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction, and all other remaining provisions hereof will be construed to render them enforceable to the fullest extent permitted by law. The parties hereto shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions.

Section 9.11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one agreement and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement, the other Program Documents, and any separate letter agreements with respect to fees payable to the Bank, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.1, this Agreement shall become effective when it shall have been executed by the Bank and when the Bank shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement or any other Program Document, or any certificate delivered thereunder, by fax transmission or e-mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement or such other Program Document or certificate. Without limiting the foregoing, to the extent a manually executed counterpart is not specifically required to be delivered under the terms of any Program Document, upon the request of any party, such fax transmission or e-mail transmission shall be promptly followed by such manually executed counterpart.

Section 9.12. Table of Contents; Headings. The table of contents and the section and subsection headings used herein have been inserted for convenience of reference only and do not constitute matters to be considered in interpreting this Agreement.

SECTION 9.13. ENTIRE AGREEMENT. THIS AGREEMENT TOGETHER WITH THE BANK NOTE REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES HERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO.

SECTION 9.14. GOVERNING LAW. (a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA.

(b) Each party hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement or any other Program Document or the transactions contemplated hereby or thereby (whether based on contract, tort or any other theory). If and to the extent the foregoing waiver of the right to a jury trial is unenforceable for any reason, the parties hereto hereby consent to the adjudication of any and all claims pursuant to judicial reference as provided in California Code of Civil Procedure Section 638, and the judicial referee shall be empowered to determine any and all issues in such reference whether fact or law. Each party hereto (a) certifies that no representative, agent or attorney of any other person has represented, expressly or otherwise, that such other person would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges and represents that it and the other parties hereto have been induced to enter into this Agreement and the other Program Documents by, among other things, the mutual waivers and certifications in this Section, and that it has reviewed this waiver and consent, and knowingly, voluntarily and intentionally waives its jury trial rights and consents to judicial reference following the opportunity to consult with legal counsel of its choice on such matters. In the event of litigation, a copy of this Agreement may be filed as a written consent to a trial by the court or to judicial reference under California Code of Civil Procedure Section 678 as provided herein.

IF ANY ACTION OR PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER PROGRAM DOCUMENT, (A) THE COURT SHALL, AND IS HEREBY DIRECTED TO, MAKE A GENERAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 TO A REFEREE (WHO SHALL BE A SINGLE ACTIVE OR RETIRED JUDGE) TO HEAR AND DETERMINE ALL OF THE ISSUES IN SUCH ACTION OR PROCEEDING (WHETHER OF FACT OR OF LAW) AND TO REPORT A STATEMENT OF DECISION, *PROVIDED* THAT AT THE OPTION OF ANY PARTY TO SUCH PROCEEDING, ANY SUCH ISSUES PERTAINING TO A "PROVISIONAL REMEDY" AS DEFINED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1281.8 SHALL BE HEARD AND DETERMINED BY THE COURT, AND (B) WITHOUT LIMITING THE GENERALITY OF THIS SECTION 9.14, THE AUTHORITY SHALL BE SOLELY RESPONSIBLE TO PAY ALL FEES AND EXPENSES OF ANY REFEREE APPOINTED IN SUCH ACTION OR PROCEEDING.

(c) The waivers made pursuant to this Section 9.14 shall be irrevocable and unmodifiable, whether in writing or orally, and shall be applicable to any subsequent amendments, renewals, supplements or modifications of this Agreement. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court sitting without a jury.

(d) *Submission to Jurisdiction.* THE AUTHORITY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST THE BANK OR ANY RELATED PARTY OF THE BANK IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OTHER PROGRAM DOCUMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW

YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK AND THE COURTS OF THE STATE OF CALIFORNIA, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK OR CALIFORNIA STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER PROGRAM DOCUMENT SHALL AFFECT ANY RIGHT THAT THE BANK MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER PROGRAM DOCUMENT AGAINST THE AUTHORITY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) *Waiver of Venue.* THE AUTHORITY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER PROGRAM DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) *Service of Process.* EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 8.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

Section 9.15. USA Patriot Act; Government Regulations. The Bank hereby notifies the Authority that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Patriot Act”), the Bank is required to obtain, verify and record information that identifies the Authority, which information includes the name and address of the Authority and other information that will allow the Bank to identify the Authority in accordance with the Patriot Act. The Authority shall, promptly following a request by the Bank, provide all documentation and other information that the Bank reasonably requests in order to comply with its ongoing obligations under Applicable Law or regulation, including, without limitation, “know your customer” and anti-money laundering rules and regulations, including the Patriot Act, and shall comply with all applicable Bank Secrecy Act (“BSA”) laws and regulations, as amended.

The Authority hereby represents and warrants and covenants and agrees (a) that it is not and shall not be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the OFAC, the Department of the Treasury or included in any Executive Orders, that prohibits or limits the Bank from making any advance or extension of credit to the Authority or from otherwise conducting business with the Authority and (b) to ensure that the proceeds of the Loans shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto.

Section 9.16. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof, the Bank Note or the other Program Documents), the Authority acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (a) (i) the services regarding this Agreement provided by the Bank and any Affiliate thereof are arm's-length commercial transactions between the Authority, on the one hand, and the Bank and its Affiliates, on the other hand, (ii) the Authority has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Authority is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the Bank Note and the other Program Documents; (b) (i) the Bank and its Affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor (municipal, financial or otherwise), agent or fiduciary, for the Authority, or any other Person the Bank is not recommending that the Authority take an action with respect to the transaction described in this Agreement and the other Program Document and (ii) neither the Bank nor any of its Affiliates has any obligation to the Authority with respect to the transactions contemplated hereby except those obligations expressly set forth herein; (c) the Bank and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Authority, and neither the Bank nor any of its Affiliates has any obligation to disclose any of such interests to the Authority; (d) the Bank has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the Department with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bank or any of its affiliates has provided other services or is currently providing other services to the Authority on other matters). To the fullest extent permitted by law, the Authority, hereby waives and releases any claims that it may have against the Bank or any of its Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby.

Section 9.17. Time of the Essence. Time is of the essence of the Program Documents.

Section 9.18. Entire Agreement. THIS AGREEMENT AND THE OTHER PROGRAM DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

Section 9.19. US QFC Stay Rules.

(a) *Recognition of U.S. Resolution Regimes.* In the event that any party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of this Agreement (and any interest and obligation in or under this Agreement and any property securing this Agreement) from such Covered Entity will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement (and any such interest, obligation and property) were governed by the laws of the United States or a state of the United States. In the event that any party that is a Covered Entity or a BHC Act Affiliate of such party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights against such party with respect to this Agreement are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if

this Agreement were governed by the laws of the United States or a state of the United States. The requirements of this paragraph (a) apply notwithstanding the provisions of paragraph (b).

(b) *Limitation on the Exercise of Certain Rights Related to Affiliate Insolvency Proceedings.* Notwithstanding anything to the contrary in this Agreement or any related agreement, but subject to the requirements of paragraph (a), no party to this Agreement shall be permitted to exercise any Default Right against a party that is a Covered Entity with respect to this Agreement that is related, directly or indirectly, to a BHC Act Affiliate of such Covered Entity becoming subject to Insolvency Proceedings, except to the extent the exercise of such Default Right would be permitted under 12 C.F.R. § 252.84, 12 C.F.R. § 47.5, or 12 C.F.R. § 382.4, as applicable. After a BHC Act Affiliate of a party that is a Covered Entity has become subject to Insolvency Proceedings, any party that seeks to exercise a Default Right against such Covered Entity with respect to this Agreement shall have the burden of proof, by clear and convincing evidence, that the exercise of such Default Right is permitted hereunder.

“*BHC Act Affiliate*” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“*Covered Entity*” means any of the following:

(a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“*Default Right*” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“*Insolvency Proceeding*” means a receivership, insolvency, liquidation, resolution, or similar proceeding.

“*U.S. Special Resolution Regime*” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

Section 9.20. Amendment and Restatement. This Agreement amends and restates in its entirety the Existing Agreement and from and after the Effective Date all references made to the Existing Agreement in any Program Document or in any other instrument or document shall without more, be deemed to refer to this Agreement. This Agreement shall become effective and supersede all provisions of the Existing Agreement upon the execution of this Agreement by each of the parties hereto and the fulfillment of all conditions precedent hereof but is not intended to be

or operate as a novation or an accord and satisfaction of the Existing Agreement or the indebtedness, obligations and liabilities of the Authority evidenced or provided for thereunder.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Authority and the Bank have duly executed this Amended and Restated 2021 Credit Agreement as of the date first above written.

ORANGE COUNTY LOCAL TRANSPORTATION
AUTHORITY

By: _____
Name: _____
Title: _____

ORANGE COUNTY TRANSPORTATION
AUTHORITY, a party solely in its capacity as
the party to request Loans in accordance with
Section 2.2 of this Agreement

By: _____
Name: _____
Title: _____

BANK OF AMERICA, N.A.

By: _____

Name: Grace Barvin

Title: Senior Vice President

EXHIBIT A

FORM OF LOAN NOTICE

Date: _____, 201_

To: Bank of America, N.A.
800 5th Avenue, Floor 35
Mailcode WA1-501-35-11
Seattle, Washington 98104
Attention: Satinder Parwana
Telephone: (206) 358-6055
Email: satinder.parwana@bofa.com

Ladies and Gentlemen:

Reference is made to the Amended and Restated 2021 Credit Agreement dated as of June 29, 2020 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "*Agreement*;" the terms defined therein being used herein as therein defined), by and among Orange County Transportation Authority ("*OCTA*"), Orange County Local Transportation Authority (the "*Authority*"), and Bank of America, N.A. (the "*Bank*").

The undersigned hereby requests a borrowing of a Loan:

1. On _____ (a Business Day).
2. In the amount of \$ _____.
3. To the account provided by OCTA to the Bank in accordance with Section 2.2 of the Agreement.
4. OCTA and the Authority hereby certify that the conditions precedent to the Loan set forth in Section 4.2 of the Agreement have been satisfied.

Delivery of an executed counterpart of a signature page of this notice by fax transmission or other electronic mail transmission (*e.g.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this notice.

[SIGNATURE PAGE FOLLOWS]

OCTA hereby represents and warrants that the conditions specified in Section 4.02 of the Agreement shall be satisfied on and as of the date of the Initial Borrowing.

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Name: _____
Title: _____

ORANGE COUNTY LOCAL TRANSPORTATION
AUTHORITY

By: _____
Name: _____
Title: _____

EXHIBIT B
FORM OF BANK NOTE

CHAPMAN DRAFT DATED MAY 19, 2020

**AMENDED AND RESTATED 2021 FEE AGREEMENT
DATED JUNE 29, 2020**

Reference is hereby made to (i) the Amended and Restated 2021 Credit Agreement dated as of June 29, 2020 (as amended, supplemented, modified or restated from time to time, the “*Agreement*”), by and among the ORANGE COUNTY TRANSPORTATION AUTHORITY, a public agency of the State of California responsible for transportation matters within the County of Orange, California (“*OCTA*”) and the ORANGE COUNTY LOCAL TRANSPORTATION AUTHORITY, a local transportation authority duly established and existing under the laws of the State of California (the “*Authority*”) and BANK OF AMERICA, N.A., a national banking association and its successors and assigns (the “*Bank*”) and (ii) the 2021 Fee Agreement dated July 26, 2017 (the “*Existing Fee Agreement*”) between the Authority and the Bank. Capitalized terms not otherwise defined herein have the meanings set forth in the Agreement.

The Bank and the Authority have agreed to make certain modifications to the Existing Fee Agreement and, for the sake of clarity and convenience, the Bank and the Authority wish to amend and restate the Existing Fee Agreement in its entirety. The purpose of this Amended and Restated 2021 Fee Agreement (the “*Amended and Restated Fee Agreement*”) is to confirm the agreement between the Bank and the Authority with respect to certain fees payable by the Authority to the Bank pursuant to the Agreement. This Amended and Restated Fee Agreement is the Fee Agreement referenced in the Agreement, and the terms hereof are incorporated by reference into the Agreement. This Amended and Restated Fee Agreement and the Agreement are to be construed as one agreement between the Authority and the Bank, and all obligations hereunder are to be construed as obligations thereunder. All references to amounts due and payable under the Agreement will be deemed to include all amounts, fees and expenses payable under this Amended and Restated Fee Agreement.

ARTICLE I. FEES.

Section 1.1. Commitment Fees. (a) The Authority hereby agrees to pay to the Bank on July 1, 2020 (for the period commencing on April 1, 2020 and ending on June 28, 2020), on October 1, 2020 (for the period commencing on the Effective Date and ending on September 30, 2020), and on the first Business Day of each January, April, July, and October to occur thereafter (each, a “*Quarterly Payment Date*”) to the Commitment Termination Date, and on the Commitment Termination Date, for each day during the immediately preceding fee period, a non-refundable facility fee (the “*Commitment Fee*”), computed in arrears (on the basis of a 360 day year for the actual number of days elapsed per the applicable fee period) in an amount equal to the product of (i) the positive difference between (A) the Commitment from time to time in effect for each day during the related fee period and (B) the principal amount of the Loan outstanding for each day during the related fee period and (ii) the rate per annum corresponding to the Rating set forth in the applicable Level in the pricing matrix below (the “*Commitment Fee Rate*”) from time to time in effect for each day during each related fee period:

(i) for the period commencing on April 1, 2020, to but not including the Effective Date, the Commitment Fee Rate for such period shall be determined in accordance with the applicable Level and corresponding Rating set forth below:

LEVEL	MOODY'S RATING	FITCH RATING	S&P RATING	COMMITMENT FEE RATE
Level 1:	Aa2 or above	AA or above	AA or above	0.36%
Level 2:	Aa3	AA-	AA-	0.51%
Level 3:	A1	A+	A+	0.66%
Level 4:	A2	A	A	0.81%
Level 5:	A3	A-	A-	0.96%
Level 6:	Baa1	BBB+	BBB+	1.16%
Level 7:	Baa2	BBB	BBB	1.36%
Level 8:	Baa3 or Below	BBB- or Below	BBB- or Below	1.66%

(ii) for the period commencing on and including the Effective Date, and at all times thereafter, the Commitment Fee Rate for such period shall be determined in accordance with the applicable Level and corresponding Rating set forth below:

LEVEL	MOODY'S RATING	FITCH RATING	S&P RATING	COMMITMENT FEE RATE
Level 1:	Aa2 or above	AA or above	AA or above	0.34%
Level 2:	Aa3	AA-	AA-	0.49%
Level 3:	A1	A+	A+	0.64%
Level 4:	A2	A	A	0.79%
Level 5:	A3	A-	A-	0.94%
Level 6:	Baa1	BBB+	BBB+	1.14%
Level 7:	Baa2	BBB	BBB	1.34%
Level 8:	Baa3 or Below	BBB- or Below	BBB- or Below	1.64%

The term “*Rating*” as used herein shall mean the lowest long-term unenhanced debt rating assigned by each of S&P, Fitch or Moody’s (in each case to the extent such Rating Agency is then providing such a rating) to any Senior Lien Debt or any Debt of the Authority secured by a first lien on the Sales Tax Revenues (without regard to bond insurance or any other form of credit enhancement). In the event that a Rating is withdrawn, suspended or otherwise unavailable from any of S&P, Fitch or Moody’s or upon the occurrence and during the continuance of any Event of Default (whether or not the Bank declares an Event of Default in connection therewith), in each such case, the Commitment Fee Rate shall increase automatically, immediately and without notice by 1.50% per annum above the Commitment Fee Rate otherwise in effect. In the event of a split rating (*i.e.*, one of the foregoing Rating Agencies’ ratings is at a different level than the rating of either of the other Rating Agencies), the Commitment Fee Rate shall be based upon the Level in which the lowest Rating appears (for the avoidance of doubt, Level 8 is the lowest Level, and Level 1 is the highest Level for purposes of the above pricing grid). Any change in the Commitment Fee Rate resulting from a change in a rating shall be and

become effective as of and on the date of the announcement of the change in such rating. References to ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system or the adoption of a “global” rating scale by any such Rating Agency, the Ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system or, in the event of the adoption of a “global” rating scale by any Rating Agency, the recalibrated or realigned rating category under such “global” rating scale, which most closely approximates the applicable rating category as currently in effect. The Authority acknowledges that as of the Effective Date the Commitment Fee Rate is that specified above for Level 1. The Commitment Fees shall be payable quarterly in arrears on each Quarterly Payment Date, together with interest on the Commitment Fees from the date payment is due until payment in full at the Default Rate, such interest to be payable on demand. Such Commitment Fee shall be payable in immediately available funds and computed on the basis of a 360-day year and the actual number of days elapsed.

(b) *Payment of Commitment Fees.* In connection with the Commitment Fees payable hereunder, the Bank shall provide the Authority with a written invoice ten (10) calendar days in advance of the date on which such Commitment Fees are due and payable; *provided, however*, that the failure by the Bank to provide a written invoice ten (10) calendar days in advance of a Quarterly Payment Date shall not relieve the Authority of its obligation to pay such Commitment Fees within ten (10) calendar days following receipt by the Authority of an invoice with respect to such Quarterly Payment Date. To the extent additional or other amounts are due and owing the Bank with respect to Commitment Fees for any fee period in accordance with Section 1.1(a) hereof, the foregoing shall not preclude the Bank from providing the Authority with a supplemental invoice with respect to such additional or other amounts with respect to such Commitment Fees and, in any event, shall not relieve the Authority of its obligation to pay such additional or other amounts due and owing the Bank with respect to such Commitment Fees within ten (10) calendar days following receipt by the Authority of such supplemental invoice. Each invoice for Commitment Fees shall be sent by the Bank to the Authority via email to Andrew Oftelie and Kirk Avilia at aoftelie@octa.net and kavila@octa.net or by facsimile to (714) 560-5800, or both, or to such other email address or addresses or facsimile numbers as may be provided to the Bank by the Authority in writing.

Section 1.2. Loan Fee. The Authority hereby agrees to pay to the Bank in connection with the Loan under the Agreement, a non-refundable loan fee of \$295 for each Loan made by the Bank pursuant to the Agreement, payable without any requirement of notice or demand by the Bank on the date of the related Loan.

Section 1.3. Amendment, Transfer, Waiver Fees and Other Fees and Expenses. The Authority agrees to pay to the Bank on the date of each amendment, modification, or supplement of the Agreement or any amendment, modification, or supplement to any Program Document which requires the waiver or consent of the Bank, an amendment, modification, supplement, waiver or consent fee, as applicable, of \$2,500 plus the reasonable fees of any legal counsel retained by the Bank in connection therewith. The Authority agrees to pay to the Bank all of the Bank’s out-of-pocket expenses arising in connection with the administration and enforcement of, preservation of rights in connection with a workout, restructuring or default under or with respect

to, the Agreement, this Amended and Restated Fee Agreement or the other Program Documents, plus the reasonable fees of any legal counsel retained by the Bank in connection therewith.

ARTICLE II. MISCELLANEOUS.

Section 2.1. Expenses. The Bank shall pay (i) the reasonable legal fees and expenses, plus disbursements, of Chapman and Cutler LLP incurred in connection with the preparation and negotiation of the Agreement, this Amended and Restated Fee Agreement and certain other Program Documents in an amount not to exceed \$15,000, (ii) the reasonable legal fees and expenses, plus disbursements, of legal counsel to the Authority, and (iii) the reasonable fees and expenses, plus disbursements, of the financial advisor to the Authority. The legal fees provided for in this Section 2.1(i) must be paid directly to the Bank's counsel, Chapman and Cutler LLP, in accordance with the instructions provided by Chapman and Cutler LLP.

Section 2.2. Amendments. No amendment to this Amended and Restated Fee Agreement shall become effective without the prior written consent of the Authority and the Bank.

Section 2.3. Governing Law. This Amended and Restated Fee Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

Section 2.4. Counterparts. This Amended and Restated Fee Agreement may be executed in two or more counterparts, each of which shall constitute an original but both or all of which, when taken together, shall constitute but one instrument. This Amended and Restated Fee Agreement may be delivered by the exchange of signed signature pages by facsimile transmission or by attaching a pdf copy to an email, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

Section 2.5. Severability. Any provision of this Amended and Restated Fee Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 2.6. No Disclosure. Unless required by law, the Authority shall not deliver or permit, authorize or consent to the delivery of this Amended and Restated Fee Agreement to any Person for delivery to the Municipal Securities Rulemaking Board unless the Bank provides its prior written consent.

Section 2.7. Existing Fee Agreement. This Amended and Restated Fee Agreement amends and restates in its entirety the Existing Fee Agreement but is not intended to operate as a novation or an accord and satisfaction of the Existing Fee Agreement or the indebtedness, obligations and liabilities of the Authority evidenced or provided for thereunder. The parties hereto agree that this Amended and Restated Fee Agreement does not extinguish or discharge the obligations of the Authority or the Bank under the Existing Fee Agreement. Reference to this

specific Amended and Restated Fee Agreement need not be made in any agreement, document, instrument, letter, certificate, the Existing Fee Agreement itself, or any communication issued or made pursuant to or with respect to the Existing Fee Agreement, any reference to the Existing Fee Agreement being sufficient to refer to the Existing Fee Agreement as amended and restated hereby, and more specifically, any and all references to the Fee Agreement in the Agreement shall mean this Amended and Restated Fee Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Fee Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ORANGE COUNTY LOCAL TRANSPORTATION
AUTHORITY

By: _____
Name: _____
Title: _____

BANK OF AMERICA, N.A.

By: _____

Name: Grace Barvin

Title: Senior Vice President

DRAFT DATED MAY 19, 2020

AMENDED AND RESTATED 2021 BANK NOTE

\$500,000,000 Maximum Principal Amount

June 29, 2020

FOR VALUE RECEIVED, the undersigned, ORANGE COUNTY LOCAL TRANSPORTATION AUTHORITY (the "*Borrower*"), hereby promises to pay to the order of Bank of America, N.A. (the "*Bank*"), at 333 S. Hope St., 23rd Floor, Mailcode CA9-193-23-04, Los Angeles, California 90071-1406, in the manner and on the dates provided in the hereinafter defined Agreement in lawful money of the United States of America and in immediately available funds, the principal amount equal to the aggregate unreimbursed amount of the Loans and other Obligations made by the Bank pursuant to the Agreement not to exceed Five Hundred Million Dollars (\$500,000,000). Terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Amended and Restated 2021 Credit Agreement dated as of June 29, 2020 (as amended, supplemented, modified or restated, the "*Agreement*") by and among the Borrower, the Orange County Transportation Authority and the Bank, as from time to time in effect.

The Borrower further promises to pay interest from the date hereof on the outstanding principal amount hereof and unpaid interest hereon from time to time at the rates and times and in all cases in accordance with the terms of the Agreement. The Bank may endorse its records relating to this Amended and Restated 2021 Bank Note (the "*Bank Note*") with appropriate notations evidencing the Loans made under the Agreement and payments of principal hereunder as contemplated by the Agreement.

This Bank Note is issued pursuant to, is entitled to the benefits of, and is subject to, the provisions of the Agreement and that certain Second Supplemental Indenture, dated as of June 1, 2017 (as amended, supplemented, modified or restated from time to time in accordance with the terms of the Agreement and thereof, referred to herein as the "*Supplemental Indenture*"), between the Borrower and The Bank of New York Mellon Trust Company, N.A., as trustee, and its permitted successors and assigns (the "*Trustee*"), which Supplemental Indenture supplements the Master Indenture of Trust dated as of December 1, 2010 (as amended, supplemented, modified or restated from time to time in accordance with the terms of the Agreement and thereof, the "*Senior Lien Bond Indenture*"), between the Borrower and Trustee, relating to the Borrower's Measure M2 Sales Tax Revenue Bonds (Limited Tax Bonds), as the same has been amended, supplemented, modified or restated from time to time in accordance with the terms thereof and as may be further amended, supplemented, modified or restated from time to time in accordance with the terms of the Agreement and thereof. The principal of and interest on this Bank Note is subject to prepayment and acceleration in accordance with the terms of the Agreement and is secured by Sales Tax Revenues deposited to the Subordinate Obligations Fund (including Revenues) and the Subordinate Obligations Fund in accordance with Section 19.02 of the Supplemental Indenture and Section 3.1 of the Agreement.

The parties hereto, including the undersigned maker and all guarantors, endorsers and pledgors that may exist at any time with respect hereto, hereby waive presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance and enforcement of this Bank Note and assent to the extensions of the time of payment or forbearance or other indulgence without notice.

This Bank Note replaces and supersedes, and evidences indebtedness formerly evidenced by a 2021 Bank Note of the Borrower dated July 26, 2017 in the amount of \$500,000,000. Delivery and acceptance of this Bank Note shall not evidence repayment of such indebtedness.

THIS BANK NOTE AND THE OBLIGATIONS OF THE BORROWER HEREUNDER SHALL FOR ALL PURPOSES BE GOVERNED BY AND INTERPRETED AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower has caused this Bank Note to be signed in its name as an instrument by its duly authorized officer on the date and in the year first above written.

ORANGE COUNTY LOCAL TRANSPORTATION
AUTHORITY

By: _____
Name: _____
Title: _____



COMMITTEE TRANSMITTAL

June 22, 2020

To: Members of the Board of Directors

From: Laurena Weinert, Clerk of the Board

Subject: Resolution to Establish the Orange County Local Transportation Authority/Measure M2 Appropriations Limitation for Fiscal Year 2020-21

Finance and Administration Committee Meeting of June 10, 2020

Present: Directors Do, Hennessey, Hernandez, Jones, Muller, and Steel
Absent: Director R. Murphy

Committee Vote

Following the roll call vote, this item was declared passed 6-0 by the Members present.

Committee Recommendation

Adopt Orange County Local Transportation Authority/Measure M2 Resolution No. 2020-022 to establish the Orange County Local Transportation Authority/Measure M2 appropriations limit at \$1,890,379,261, for fiscal year 2020-21.



June 10, 2020

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Resolution to Establish the Orange County Local Transportation Authority/Measure M2 Appropriations Limitation for Fiscal Year 2020-21

Overview

The State Constitution requires that each year the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit for the following year pursuant to Article XIII B.

Recommendation

Adopt Orange County Local Transportation Authority/Measure M2 Resolution No. 2020-022 to establish the Orange County Local Transportation Authority/Measure M2 appropriations limit at \$1,890,379,261, for fiscal year 2020-21.

Background

In November 1979, the voters of the State of California approved Proposition 4, commonly known as the Gann Initiative. The proposition created Article XIII B of the California Constitution, which is also known as the Gann Appropriations Limitation.

Both the Article XIII B appropriations limit and its implementing legislation were modified by Proposition 111, approved by voters in 1990. The law specifies that the appropriations of revenues, "proceeds of taxes" by state and local governments, may only increase annually by a limit based on a factor comprised of the change in population and the change in California per capita personal income. The appropriation limit includes any interest earned from the investment of the proceeds of taxes and must be reviewed during the annual financial audit.

Discussion

In accordance with the requirements of Article XIII B, a resolution has been prepared and is attached for review and approval (Attachment A). The resolution establishes the Orange County Local Transportation Authority (LTA)/Measure M2 (M2) appropriations limit for fiscal year (FY) 2020-21 at \$1,890,379,261, excluding federal grant funds and other funds to be received from sources not subject to the appropriations limitation.

Attachment B shows the calculation of the FY 2020-21 Orange County LTA/M2 appropriations limit. Appropriations subject to limitation do not include appropriations for debt service, costs of complying with the mandates of the courts, federal government, or capital outlay projects. The change in population and change in California per capita personal income rates were obtained from the State of California, Department of Finance.

Summary

Staff recommends adoption of the Orange County Local Transportation Authority/Measure M2 Resolution No. 2020-022, which will establish the fiscal year 2020-21 appropriation limit at \$1,890,379,261, for the Orange County Local Transportation Authority.

Attachments

- A. Resolution No. 2020-022 of the Orange County Local Transportation Authority/Measure M2 Establishing Appropriations Limit for Fiscal Year 2020-21
- B. Orange County Local Transportation Authority/Measure M2 GANN Appropriations Limit Calculation for Fiscal Year 2020-21

Prepared by:



Sam Kaur
Department Manager,
Revenue Administration
(714) 560-5889

Approved by:



Andrew Oftelie
Chief Financial Officer,
Finance and Administration
(714) 560-5649

**RESOLUTION No. 2020-022 OF THE
ORANGE COUNTY LOCAL TRANSPORTATION AUTHORITY/MEASURE M2
ESTABLISHING APPROPRIATIONS LIMIT FOR
FISCAL YEAR 2020-21**

WHEREAS, Article XIII B of the California constitution and Sections 7900 through 7913 of the California Government Code require the establishment of an appropriations limit; and

WHEREAS, appropriations limits are applicable to funds received from the proceeds of taxes and interest earned on such proceeds.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Orange County Local Transportation Authority/Measure M2 hereby determines that pursuant to Section 7902b of the California Government Code, the appropriations limit for the Orange County Local Transportation Authority/Measure M2 for Fiscal Year 2020-21 is \$1,890,379,261.
2. The total amount authorized to be expended by the Orange County Local Transportation Authority/Measure M2 during the Fiscal Year 2020-21 from the proceeds of taxes, including interest earned from the investment of the proceeds of taxes, is \$289,541,829.
3. The appropriations limit for Fiscal Year 2020-21 exceeds proceeds of taxes for Fiscal Year 2020-21 by \$1,600,837,432.

ADOPTED SIGNED AND APPROVED this 22nd day of June 2020.

AYES:

NOES:

ABSENT:

ATTEST:

Laurena Weinert
Clerk of the Board

Steve Jones, Chairman
Orange County Local Transportation Authority

**Orange County Local Transportation Authority/Measure M2
GANN Appropriations Limit Calculation for
Fiscal Year 2020-21**

GANN FACTOR

<u>PER CAPITA CHANGE¹</u>	<u>%</u>	<u>RATIO</u>	<u>GANN FACTOR</u>
California per capita personal income change	3.73%	1.0373	
<u>POPULATION CHANGE²</u>			
County of Orange	0.04%	1.0004	
<u>GANN FACTOR</u>	1.0373	x	1.0004 = 1.0377

FY 2020-21 APPROPRIATION LIMIT

Prior Year Appropriations Limit		\$	1,821,701,129
GANN Factor (Rounded)	x		1.0377
		\$	1,890,379,261

ITEMS SUBJECT TO GANN LIMIT³

<u>Line Item</u>	<u>Amount</u>
1/2 cent sales tax (Measure M2)	\$ 279,995,088
CDTFA Fees	\$ 2,898,418
Interest Revenue	\$ 6,648,323
	\$ 289,541,829

FY 2020-21 APPROPRIATION LIMIT

	<u>Amount</u>
FY 2020-21 Appropriations Limit	\$ 1,890,379,261
Less Items Subject to GANN Limit	(289,541,829)
Appropriation Limit that exceeds the proceeds of taxes:	\$ 1,600,837,432

Note:

CDTFA - California Department of Tax and Fee Administration

^{1,2}Price Factor and Population Information provided by the Department of Finance.

³Items subject to GANN Limit provided from proposed FY 2020-21 budget



COMMITTEE TRANSMITTAL

June 22, 2020

To: Members of the Board of Directors
From: *RW*
Laurena Weinert, Clerk of the Board
Subject: Zero-Emission Bus Rollout Plan

Transit Committee Meeting of June 11, 2020

Present: Directors Davies, Do, Jones, Pulido, Shaw, Sidhu, and Winterbottom
Absent: None

Committee Vote

Following the roll call vote, this item was declared passed 7-0 by the Members present.

Committee Recommendations

- A. Direct staff to finalize the Zero-Emission Bus Rollout Plan and submit a final report to the California Air Resources Board as required for compliance purposes.
- B. Adopt Orange County Transportation Authority Resolution No. 2020-055 authorizing the Chief Executive Officer, or designee, to authorize the submittal of the Zero-Emission Bus Rollout Plan to the California Air Resources Board as required by the Innovative Clean Transit regulation.
- C. Direct staff to continue battery-electric and hydrogen fuel-cell electric bus pilot projects and return with periodic performance reports that will be used for future plan updates.



June 11, 2020

To: Transit Committee
From: Darrell E. Johnson, Chief Executive Officer
Subject: Zero-Emission Bus Rollout Plan

A handwritten signature in blue ink, appearing to read "Darrell Johnson", is placed over the "From:" line of the header.

Overview

The Orange County Transportation Authority has developed a draft plan to comply with the California Air Resources Board's Innovative Clean Transit regulation. The regulation requires transit agencies to gradually transition to a 100 percent zero-emission bus fleet by 2040, by phasing in the purchase of zero-emission buses as part of future bus procurements beginning in 2023. The regulation also requires transit agencies to submit a Zero-Emission Bus Rollout Plan and an accompanying resolution to the California Air Resources Board by July 1, 2020.

Recommendations

- A. Direct staff to finalize the Zero-Emission Bus Rollout Plan and submit a final report to the California Air Resources Board as required for compliance purposes.
- B. Adopt Orange County Transportation Authority Resolution No. 2020-055 authorizing the Chief Executive Officer, or designee, to authorize the submittal of the Zero-Emission Bus Rollout Plan to the California Air Resources Board as required by the Innovative Clean Transit regulation.
- C. Direct staff to continue battery-electric and hydrogen fuel-cell electric bus pilot projects and return with periodic performance reports that will be used for future plan updates.

Background

The California Air Resources Board (CARB) adopted the Innovative Clean Transit (ICT) regulation in December 2018, as part of a long-term goal of transitioning the transportation sector to zero-emission technologies. Under the ICT regulation, a zero-emission bus (ZEB) is defined as a bus without any tailpipe emissions and is either battery-electric or hydrogen fuel-cell electric. The regulation applies to all revenue vehicles with a gross vehicle weight rating

over 14,000 lbs., either directly operated by a transit agency or under contract.

This impacts the entire Orange County Transportation Authority (OCTA) fixed-route and paratransit fleet. OCTA and the California Transit Association expressed concerns to CARB during the rule development that the increased cost of ZEB vehicles, fuel, and infrastructure will impact the ability of transit agencies to provide current levels of service without the addition of new funding. OCTA is actively seeking grants to help offset a portion of the increased costs and the State of California is arranging bulk purchase agreements for ZEBs to reduce per-vehicle costs.

The main provisions of the regulation include:

- Transit agencies which operate a fleet larger than 100 buses are required to submit a ZEB Rollout Plan (Rollout Plan) by July 1, 2020;
- Transit agencies must purchase a minimum number of ZEBs during future procurements, according to the following schedule:
 - Starting in 2023, 25 percent of new bus purchases must be ZEBs (applies to 40-foot buses only),
 - Starting in 2026, 50 percent of all new bus purchases must be ZEBs (40-foot, 60-foot, and smaller “cutaway” buses typically used for paratransit service),
 - Starting in 2029, 100 percent of all new bus purchases must be ZEBs;
- Transit agencies can earn credits to offset the 2023 and 2026 ZEB purchase requirements by purchasing certain ZEBs prior to 2023 or by providing zero-emission vehicles not covered by the ICT regulation; and
- The minimum ZEB purchase requirement may be delayed if a certain number of ZEBs are purchased statewide by the end of 2020 and 2021.

The OCTA Fiscal Year 2019-20 Budget includes two procurements for vehicles which will have met their minimum federal useful life and are not subject to the ICT regulation because they are being purchased prior to 2023. These include portions of the compressed natural gas (CNG) fixed-route bus fleet and gasoline paratransit bus fleet.

Discussion

Transitioning to ZEBs will take careful planning and require additional infrastructure and financial resources to implement. OCTA is taking a measured approach to meeting the regulation, while prioritizing the delivery of transit service to our customers.

Rollout Plan Development

To successfully transition to an all ZEB fleet by 2040, each large transit agency is developing a Rollout Plan demonstrating how it will procure ZEBs, perform an assessment of the necessary fueling infrastructure, and train coach operators and mechanics to operate and/or maintain the buses. CARB allows transit agencies to update the Rollout Plan as necessary. Additionally, if an agency is adversely affected or unable to meet the ZEB purchase mandates, the ICT regulation allows agencies to apply for exemptions for circumstances outside an agency's control. This Rollout Plan must be approved by the OCTA Board of Directors (Board) prior to the submittal to CARB and it is understood that the Rollout Plan will be updated as bus technologies evolve, and market conditions change. The draft Rollout Plan is included as Attachment A and includes the following elements:

- Type(s) of ZEB technologies best suited for OCTA's transit service,
- Schedule for all ZEB and conventional bus purchases,
- Schedule for infrastructure upgrades and modifications,
- Identification of costs and potential funding sources,
- Plan to deploy ZEBs in disadvantaged communities,
- Training plan for operators and maintenance staff, and
- Attainment of full transition to ZEBs by 2040.

To develop the Rollout Plan, OCTA retained professional consultant assistance with expertise in vehicle technology, fueling infrastructure, and transit operations. The two main roles of the consultant were to model OCTA's existing routes for ZEB compatibility and develop recommended technology scenarios for consideration. It is important to note that this work began prior to the novel coronavirus (COVID-19) pandemic and is based on transit service levels provided during fall 2019. Further, OCTA can likely adjust service planning parameters to make best use of the available technologies as more information become available. Moreover, the Rollout Plan will be updated as transit service levels and fleet requirements are adjusted in response to demand.

Route Modeling and Vehicle Technology Options

The consultant team gathered data from OCTA, ZEB manufacturers, and energy companies to use as input to their analysis. Vehicle range and cost are key factors in determining the most appropriate fuel technology. There are currently two types of ZEB technologies to consider: hydrogen fuel-cell electric buses (FCEB) and battery-electric buses (BEB).

Detailed route modeling indicated that many OCTA vehicle shifts are too long for BEB technology that is currently available without charging the buses at the ends

of the route or mid-route. OCTA can service the current routes using FCEBs because of their extended range. As the technologies evolve, and OCTA re-examines how transit routes are operated, OCTA could amend the Rollout Plan over time. For this initial submittal, various technology mix scenarios were modeled, including a 100 percent FCEB fleet and a mixed-fleet consisting of FCEBs and BEBs with depot and on-route charging. The 100 percent FCEBs scenario showed a slightly lower overall cost than the mixed technology fleet given current vehicle, fuel, and support infrastructure pricing. Consultant findings indicated that FCEBs offer an extended range and better match to OCTA's current operating parameters. In comparison, the current range of BEBs may require more vehicles and drivers to meet similar service levels. The consultant also assessed infrastructure needs by energy type and how feasible it would be to implement at each OCTA base. General BEB operations would require cooperation from other agencies to install charging infrastructure along bus routes, making operation more complicated and potentially affecting service reliability. Additional detail on the trade-offs between technology scenarios is included in Attachment B.

Based on the results of the consultant analysis, the Rollout Plan focuses on using FCEBs for fixed-route operation, with some depot-charged BEBs at the Garden Grove Base. Further, based on current vehicle availability, staff is assuming that all paratransit vehicle purchases will need to be depot-charged BEB starting in 2026, though additional analysis of this fleet is underway to determine the best long-term, vehicle type to use for the service. These vehicle technology findings are included in the draft plan; however, specific Board action would still be required to approve vehicle purchases and fueling infrastructure improvements. Vehicle technology types may need to be updated in the future based on operating experience and changes in costs and technology. OCTA will be testing both ten battery-electric and hydrogen fuel-cell electric buses over the next few years as part of a pilot project to gain experience with each technology.

Cost Impacts

The transition to ZEBs will have a substantial cost compared to OCTA continuing to operate existing fuel types. The per-unit vehicle costs for ZEBs are higher, and OCTA will need to install new fueling infrastructure at a significant cost. The draft Rollout Plan attempts to keep the lowest overall cost for OCTA through this transition. The Rollout Plan achieves this by continuing to operate existing fuel technologies as long as allowable and implementing the lowest-cost ZEB vehicles based on the total cost of ownership. The costs for vehicles, fuel, and infrastructure may change over time. Breakthroughs in battery technology may make BEBs less expensive, and a lower cost to produce hydrogen would make FCEBs less expensive. The Rollout Plan proposed is based on what is currently known about each technology and the associated costs. The long-term cost impacts will be evaluated in the next version of the OCTA Comprehensive

Business Plan based on the technology assumptions in the Rollout Plan. The financial planning work will help OCTA better understand the long-term cost and how it may impact the level of transit services that is sustainable.

Short-Term Recommendations

OCTA will be testing both types of ZEBs over the next few years. Ten FCEBs were purchased and put into service in late 2019. A hydrogen fueling station was also constructed at the Santa Ana Bus Base to fuel the new buses. OCTA received “early action credits” for purchasing fuel-cell buses prior to 2023, which can be used to offset future ZEB purchase requirements partially. Staff has also initiated the procurement process for ten BEBs, which were included in the OCTA Fiscal Year 2019-20 Budget. Infrastructure necessary for electric charging will be installed at the Garden Grove Bus Base. External funding from state and federal grants has helped offset the cost differential between the new technologies when compared to the standard CNG bus. With a combination of ten FCEBs and ten BEBs, OCTA will gain valuable experience with both ZEB technologies in the local operating environment. This will support an informed decision about a long-term fueling strategy, as well as position OCTA to meet the ICT regulation during each stage of technology transition.

In addition to the procurement of ten BEBs, the Board recently approved two procurements: the purchase of up to 299 CNG buses and the purchase of up to 117 cutaway paratransit buses, given maximum useful life considerations. With the ongoing procurements of buses and the ZEB pilots underway, OCTA is well positioned to allow the ZEB technologies to mature and identify the appropriate fueling technology and meet the ICT regulation. OCTA does not need to purchase ZEBs for fixed-route service until 2029, when 20, 60-foot articulated buses are due for replacement, as shown on the vehicle replacement schedule in Attachment C. At that time, per the ICT regulation, 100 percent of the vehicles purchased would have to be ZEBs. Staff is assuming that all paratransit vehicle purchases will need be depot-charged BEBs starting in 2026. A study is underway to analyze the optimal paratransit fleet mix and assess viability of using more smaller and more economical vehicles rather than cutaways. The result of this study will inform OCTA on the type and size of vehicles to purchase, as well as fueling technology.

Summary

OCTA has developed a draft Rollout Plan recommending how to best comply with the CARB ICT regulation. Pilot projects will help inform the decision on which type of ZEBs will work best for OCTA in the long-term. A consultant effort helped OCTA develop a plan to satisfy CARB’s ICT regulation. The Rollout Plan will assist OCTA to adopt an initial ZEB implementation strategy, and CARB gives agencies the ability to update it in future years as needed. Staff is

requesting Board approval of the draft Rollout Plan and the accompanying resolution (Attachment D) prior to submitting it to CARB by July 1, 2020.

Attachments

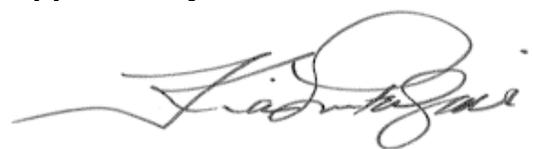
- A. Orange County Transportation Authority, Zero-Emission Bus Draft Rollout Plan, Revised: June 3, 2020
- B. Stantec, Fleet Fit Trade-Off Considerations
- C. Vehicle Purchase Outlook, Fixed-Route Bus Purchases
- D. Resolution No. 2020-055 of the Board of Directors of the Orange County Transportation Authority, Zero-Emission Bus Rollout Plan

Prepared by:



Gary Hewitt
Section Manager, Transit Planning
(714) 560-5715

Approved by:



Kia Mortazavi
Executive Director, Planning
(714) 560-5741



ORANGE COUNTY
TRANSPORTATION AUTHORITY

Zero-Emission Bus Draft Rollout Plan

Revised: June 3, 2020

SECTION A: TRANSIT AGENCY INFORMATION

Please provide the following information regarding your agency.

Orange County Transportation Authority (OCTA)
550 South Main Street
Orange, CA 92863

OCTA is part of South Coast Air Quality Management District (AQMD) and part of South Coast Air Basin.

Peak Vehicles: 421
Population: 3,268,084

Contact Information

Name: Darrell E. Johnson
Title: Chief Executive Officer
Phone Number: (714) 560-5343
Email address: djohnson@octa.net

OCTA is not part of a Joint Zero-Emission Bus Group.

Section B: Rollout Plan General Information

Does your transit agency's Rollout Plan have a goal of full transition to zero-emission technologies by 2040 that avoids early retirement of conventional transit buses? Yes

The ICT regulation requires 100% ZEB purchases in 2029. Conventional transit buses that are purchased in 2028 could be delivered in or after 2029. Please explain how your transit agency plans to avoid potential early retirement of conventional buses in order to meet the 2040 goal. OCTA will adhere to the FTA fleet retirement requirements.

When did your transit agency's board or governing body approve the Rollout Plan?

Approval date 06/22/2020

Resolution No. 2020-055

Is a copy of the Board-approved resolution attached to the Rollout Plan submitted to CARB? Yes

Contact information for follow-up on details of the Rollout Plan

Contact name: Jorge Duran

Title: Service Planning Analyst, Principal

Phone number: (714) 560-5765

Email: jduran@octa.net

Who created the rollout plan? OCTA staff with consultant's assistance

Section C: Technology Portfolio

What type(s) of zero-emission bus technologies (e.g. battery electric and fuel cell electric buses) does your transit agency plan to deploy through 2040?

OCTA began to deploy fuel cell electric buses (FCEB) in late 2019 and early 2020 and plans to deploy battery electric buses (BEB) in 2023 as pilot projects. Per ICT Regulation, the Rollout Plan presents a strategy for how the agency plans to deploy ZEBs through 2040. As such, it is a living document that will be updated as technology evolves. At this time, our extensive modeling shows that FCEB is the best fit for OCTA's operational needs. The optimal fleet mix will evolve as ZEB technology advances in the short and long-term. OCTA will be conducting pilots to test ten FCEBs and ten BEBs to inform the final decision and long-term ZEB strategy.

OCTA does not need to purchase ZEBs for fixed-route until 2029 when twenty 60-foot articulated buses are due for replacement, as shown in Table 2a in Section D. At that time, per the ICT regulation, 100 percent of the vehicles purchased would have to be ZEBs. OCTA will need to purchase ZEBs for the paratransit fleet in 2026, when 50 percent of the vehicles must be ZEBs, as shown in Table 2b in Section D. The current assumption is that the ZEB fuel type would be battery-electric and that an Altoona-tested vehicle exists. A study is underway to analyze the optimal paratransit fleet mix. The result of this study will inform OCTA on the type and size of vehicles to purchase, as well as fueling technology and when Altoona testing has been conducted on this vehicle type.

The table on the following page summarizes the options analyzed that helped OCTA develop a ZEB transition strategy for its fixed-route fleet.

Fleet Fit Trade-Off Qualitative Considerations for General Criteria (Agency-wide)

Trade-off/criteria	Option A (100% FCEBs)	Option B (blended fleet inclusive of 61% FCEBs, 15% depot-only charging BEBs, and 24% depot+on-route charging BEBs)	Notes/comments
Scheduling and planning	<ul style="list-style-type: none"> • Requires scheduling consideration for FCEB average range of ~280 mi (37.5 kg tank) and 365 mi (50 kg tank) • FCEBs offer greatest flexibility for detours and other unplanned/planned service changes and road calls/changeouts • Two to three buses with FCEBs (50 kg tanks) may require midday refueling (depending on operating conditions) to complete service as currently blocked/scheduled • One block will need redesigning • Smaller battery pack in FCEBs experience less degradation than BEBs so that operating range decreases are less significant over time, making service planning more consistent and with fewer variables to consider <div style="text-align: center; margin-top: 10px;">  </div>	<ul style="list-style-type: none"> • Requires scheduling consideration for FCEB average range of ~280 mi (37.5 kg tank) and 365 mi (50 kg tank) • Requires scheduling consideration for BEB (400+ kWh battery models) average range of ~160-180 mi • Requires consideration of mixed fleet to ensure that appropriate units are scheduled for appropriate blocks/services • Two to three buses with FCEBs (50 kg tanks) may require midday refueling (depending on operating conditions) to complete service as currently blocked/scheduled • One block will need redesigning • Smaller battery pack in FCEBs experience less degradation than BEBs so that operating range decreases are less significant over time • Degradation of BEB batteries can significantly decrease the operating range over time, adding complexity to service redesign <div style="text-align: center; margin-top: 10px;">  </div>	<ul style="list-style-type: none"> • FCEB range most closely approximates to current CNG range • FCEB most closely resembles current CNG "business as usual" scenario at OCTA • Leverages OCTA's experience with FCEBs • Option A presents the simplest scheduling considerations and minimizes reblocking • Bravo service would require particular attention if Bravo-branded buses are of only one type of technology and this would increase the bus variants required in Option B (2 service types, OCBus and Bravo, x3 technologies, vs. 2 service types and x1 technology in Option A)

Trade-off/criteria	Option A (100% FCEBs)	Option B (blended fleet inclusive of 61% FCEBs, 15% depot-only charging BEBs, and 24% depot+on-route charging BEBs)	Notes/comments
<p>Operations and dispatching</p>	<ul style="list-style-type: none"> All units can be dispatched for nearly any service or block Dispatch will have greater flexibility to assign units to blocks because of comparable ranges across vehicles, which will maintain a comparable yearly mileage among FCEBs Refueling hydrogen on FCEBs can be completed during a 7-hr refueling window as currently done for CNG buses (hydrogen fueling station equipment designed to fill FCEBs in under 10 minutes, as per peer agency experience) Fueling, cleaning, and maintenance and other service cycle functions would require minimal changes for FCEBs <p style="text-align: center;">★ ★ ★</p>	<ul style="list-style-type: none"> Dispatch (and maintenance) will need to consider and manage two technologies when buses leave and return to the garages, as well as different ranges to ensure units are dispatched as scheduled to the correct blocks Bus assignment between blocks will be limited due to driving range of BEBs, resulting in fewer accumulated yearly mileage than FCEBs Fueling, cleaning, maintenance and other service cycle functions will require modification for BEBs Parking and charging times for BEBs needs to be closely monitored to ensure a full state of charge and free dispatching for the next service day Recharging BEBs can take between two and six hours and will likely require swapping dispensers' connections to buses overnight or smart charging software to manage charge remotely Refueling hydrogen on FCEBs can be completed during a 7-hr refueling window as currently done for CNG buses (hydrogen fueling station equipment designed to fill FCEBs in under 10 minutes, as per peer agency and OCTA experience) Fueling, cleaning, and maintenance and other service cycle functions would require minimal to no change for changes for FCEBs <p style="text-align: center;">★ ★ ☆</p>	<ul style="list-style-type: none"> Having the fewest variants or types of bus technologies is preferable especially given OCTA's multiple service types Operations and dispatching of FCEBs will be closer to OCTA's business as usual and comparable to operations of CNG buses Leverages operations' and dispatching's experience with FCEBs Managing charging of BEBs adds to the operational activities of OCTA's staff and would likely result in additional personnel and shift modifications
<p>Training and agency-wide adoption</p>	<ul style="list-style-type: none"> Requires training for operators, mechanics, schedulers, etc. for FCEBs <p style="text-align: center;">★ ★ ★</p>	<ul style="list-style-type: none"> Requires training for operators, mechanics, schedulers, etc. for BEBs Requires training for operators, mechanics, schedulers, etc. for FCEBs <p style="text-align: center;">★ ★ ☆</p>	<ul style="list-style-type: none"> Option A presents a less steep learning curve than Option B because it recommends one technology type rather than two Option A leverages existing in-house expertise and experience with FCEBs

Trade-off/criteria	Option A (100% FCEBs)	Option B (blended fleet inclusive of 61% FCEBs, 15% depot-only charging BEBs, and 24% depot+on-route charging BEBs)	Notes/comments
Technology availability/OEMs/procurement	<ul style="list-style-type: none"> Fewer FCEB OEMs at present Procurement would require one procurement contract/process Requires one set of spare parts, tools, etc. for FCEBs 	<ul style="list-style-type: none"> More BEB OEMs Fewer FCEB OEMs at present Procurement would require two separate procurements contracts Requires two sets of spare parts, tools, etc. for BEBs and FCEBs 	<ul style="list-style-type: none"> Option A relies on FCEBs solely, and there are fewer OEMs available than for BEBs Option A would require fewer tools and spare parts than Option B
Service area-specific considerations	<ul style="list-style-type: none"> OCTA has a relatively compact service area (435 sq. mi.) with hills and several routes with cruising (i.e., freeway-type) portions FCEBs provide flexibility to short and long routes, but special planning for hilly routes 	<ul style="list-style-type: none"> OCTA has relatively compact service area (435 sq. mi.) with hills and several routes with cruising (i.e., freeway-type) portions FCEBs provide flexibility to short and long routes, but special planning for hilly routes BEBs could provide better fuel economy on stop-and-go (urban) services Installation of on-route chargers require permitting and buy-in from project jurisdiction 	<ul style="list-style-type: none"> Option A provides the most flexibility for all OCTA services Option B requires coordination for on-route charging infrastructure with different jurisdictions in Orange County
Total cost of ownership	<ul style="list-style-type: none"> Estimated TCO is \$2.05 per mile (per bus) over 18 years 	<ul style="list-style-type: none"> Estimated TCO at \$2.07 per mile (per bus) over 18 years 	<ul style="list-style-type: none"> Hydrogen infrastructure becomes comparable to BEBs in cost with unit discount for large purchases TCO estimates include capital investment for infrastructure and bus acquisition, operational considerations like maintenance and fuel cost, and mid-life battery or FC replacement. The TCO per mile for Option B is 1% lower than for Option A. Initial upfront capital cost of Option B is 9% lower than Option A From an O&M life cycle perspective, Option B is 12% more expensive overall relative to Option A.

Trade-off/criteria	Option A (100% FCEBs)	Option B (blended fleet inclusive of 61% FCEBs, 15% depot-only charging BEBs, and 24% depot+on-route charging BEBs)	Notes/comments
Other	<ul style="list-style-type: none"> Power resiliency requires diesel or CNG generator for FCEB fueling infrastructure Deviation from modeled fuel efficiency of FCEBs can be mitigated by additional refueling during the day either at an OCTA garage or by arranging fueling contracts with public hydrogen stations currently expanding across California 	<ul style="list-style-type: none"> Power resiliency requires diesel or CNG generator for BEB and FCEB fueling infrastructure Range requirements could be accommodated by midday fueling of FCEBs with municipal or shared infrastructure Range requirements for BEBs would require in-depot charging for several hours, either during the day or overnight Deviation from the modeled fuel efficiency when operating buses under real operations can be disruptive for BEBs and could represent adding additional buses to complete service 	
Overall fit for OCTA			

Section D: Current Bus Fleet Composition and Future Bus Purchases

Please complete Table 1 with information on each individual bus in your current bus fleet. Please identify the fuel type of each individual conventional bus as diesel, compressed natural gas (CNG), liquefied natural gas (LNG), diesel hybrid (dHEB), gasoline hybrid (gHEB), propane, or gasoline.

Table 1: Current Bus Fleet Composition

<u>Bus Series</u>	<u>Bus Type</u>	<u>Fuel Type</u>	<u>Model Year</u>	<u>QTY</u>
5121-50	Standard	CNG	2007	30
5501-99	Standard	CNG	2007	99
5601-74	Standard	CNG	2007	74
5675-78	Standard	CNG	2008	4
7501-28	Standard	CNG	2007	28
7529-92	Standard	CNG	2008	64
7601-20	Articulated	CNG	2013	20
5701-99	Standard	CNG	2016	99
5801-58	Standard	CNG	2016	58
7621-36	Articulated	CNG	2016	16
5861-5866	Standard	CNG	2018	6
1111-20	Standard	FCEB	2019	10
6805/06	Cutaway	UNL	2010	2
6911-27	Cutaway	UNL	2013	17
8501-99	Cutaway	UNL	2014	98
8601-99	Cutaway	UNL	2016	99
8701-33	Cutaway	UNL	2016	32
Total				756

Please complete Table 2 regarding expected future bus purchases, including the number of buses in total expected to be purchased or leased in the year of purchase. Identify the number and percentage of ZEBs of the total bus purchases each year, as well as bus types and fuel types. Identify the same type of information for purchases of conventional buses. Bus types include standard, articulated, over-the-road, double decker, and cutaway buses. For zero-emission technologies, identify the fuel type as hydrogen or electricity and the type of charging technology (depot, wireless, and/or on-route). For conventional technologies identify the fuel type as diesel, CNG, LNG, diesel hybrid (dHEB), gasoline hybrid (gHEB), propane, or gasoline.

Table 2a illustrates the anticipated fixed route buses that will be purchased in the future and Table 2b depicts anticipated paratransit cutaway purchase schedule.

Table 2a: Future Fixed Route Bus Purchases (Required)

<u>Timeline (Year)</u>	<u>Total # of Buses to Purchase</u>	<u># of ZEB Purchases</u>	<u>% of Annual ZEB Purchases</u>	<u>ZEB Bus Type(s)</u>	<u>ZEB Fuel Type(s)</u>	<u># of Conv. Bus Purchases</u>	<u>% of Annual Conv. Bus Purchases</u>	<u>Type(s) of Conv. Buses</u>	<u>Fuel Type(s) of Conv. Buses</u>
2020	304	10	3%	Standard	BEB	294	97%	Standard	CNG
2021	0	0	-	-	-	0	-	-	-
2022	0	0	-	-	-	0	-	-	-
2023	0	0	-	-	-	0	-	-	-
2024	0	0	-	-	-	0	-	-	-
2025	0	0	-	-	-	0	-	-	-
2026	0	0	-	-	-	0	-	-	-
2027	0	0	-	-	-	0	-	-	-
2028	0	0	-	-	-	0	-	-	-
2029	20	20	100%	Articulated	FCEB	0	0%	-	-
2030	0	0	-	-	-	0	-	-	-
2031	0	0	-	-	-	0	-	-	-
2032	157	157	100%	Standard	FCEB/BEB	0	0%	-	-
	16	16	100%	Articulated	FCEB	0	0%	-	-
2033	0	0	-	-	-	0	-	-	-
2034	6	6	100%	Standard	FCEB	0	0%	-	-
2035	10	10	100%	Standard	FCEB	0	0%	-	-
2036	0	0	-	-	-	0	-	-	-
2037	0	0	-	-	-	0	-	-	-
2038	304	304	100%	Standard	FCEB	0	0%	-	-
2039	0	0	-	-	-	0	-	-	-
2040	0	0	-	-	-	0	-	-	-

Note: Purchase date is two years prior to required for service to allow for procurement and manufacturing

Table 2b: Future Paratransit Cutaway Bus Purchases (Required)

<u>Timeline (Year)</u>	<u>Total # of Buses to Purchase</u>	<u># of ZEB Purchases</u>	<u>% of Annual ZEB Purchases</u>	<u>ZEB Bus Type(s)</u>	<u>ZEB Fuel Type(s)</u>	<u># of Conv. Bus Purchases</u>	<u>% of Annual Conv. Bus Purchases</u>	<u>Type(s) of Conv. Buses</u>	<u>Fuel Type(s) of Conv. Buses</u>
2020	116	0	0%	Cutaway	-	116	100%	Cutaway	Unleaded
2021	3	0	0%	Cutaway	-	3	100%	Cutaway	Unleaded
2022	133	0	0%	Cutaway	-	133	100%	Cutaway	Unleaded
2023	3	0	0%	Cutaway	-	3	100%	Cutaway	Unleaded
2024	2	0	0%	Cutaway	-	2	100%	Cutaway	Unleaded
2025	5	0	0%	Cutaway	-	5	100%	Cutaway	Unleaded
2026	5	3	60%	Cutaway	BEB	2	40%	Cutaway	Unleaded
2027	122	61	50%	Cutaway	BEB	61	50%	Cutaway	Unleaded
2028	5	3	60%	Cutaway	BEB	2	40%	Cutaway	Unleaded
2029	136	136	100%	Cutaway	BEB	0	0%	-	-
2030	6	6	100%	Cutaway	BEB	0	0%	-	-
2031	5	5	100%	Cutaway	BEB	0	0%	-	-
2032	7	7	100%	Cutaway	BEB	0	0%	-	-
2033	7	7	100%	Cutaway	BEB	0	0%	-	-
2034	125	125	100%	Cutaway	BEB	0	0%	-	-
2035	8	8	100%	Cutaway	BEB	0	0%	-	-
2036	139	139	100%	Cutaway	BEB	0	0%	-	-
2037	9	9	100%	Cutaway	BEB	0	0%	-	-
2038	8	8	100%	Cutaway	BEB	0	0%	-	-
2039	10	10	100%	Cutaway	BEB	0	0%	-	-
2040	0	0	0%	-	-	0	0	-	-

Note: Purchase date is one year prior to required for service to allow for procurement and manufacturing

Is your transit agency considering converting some of the conventional buses in service to zero-emission buses? OCTA is not considering converting conventional buses to zero-emission buses.

Section E: Facilities and Infrastructure Modifications

Please complete Table 5 with names, locations, and main functions of transit agency divisions or facilities that would be involved in deploying and maintaining zero-emission buses. Please limit the facilities to bus yards and facilities with maintenance, fueling, and charging functions, and exclude other operational functions like training centers, information and trip planning offices, and administrative buildings.

OCTA will have to make modifications to its divisions to accommodate the transition to zero-emission. Below is a table that identifies possible facilities and infrastructure modifications.

Table 5: Facilities and Infrastructure Modifications Timeline (Required)

<u>Division/ Facility Name</u>	<u>Address</u>	<u>Main Function(s)</u>	<u>Type(s) of Infrastructure</u>	<u>Service Capacity (Buses)</u>	<u>Needs Upgrade? (Yes/No)</u>	<u>Estimated Construction Timeline</u>
Anaheim Base	1717 E. Via Burton, Anaheim, CA 92806	Bus Operations & Maintenance	New hydrogen fueling station & dispensers, new gas detection system and site improvements.	150	Yes	Beginning in 2030 – about 2 years prior to arrival of first ZEBs at this base
Garden Grove Base	11800 Woodbury Road, Garden Grove, CA 92843	Bus Operations & Maintenance	New hydrogen fueling station & dispensers, new gas detection system, new battery electric infrastructure, and site improvements	150	Yes	Beginning in 2021, about 2 years prior to arrival of first BEBs at this base
Irvine Base	14736 Sand Canyon Road, Irvine, CA 92618	Bus Operations & Maintenance	New hydrogen fueling station & dispensers, new gas detection system and site improvements.	125	Yes	Beginning in 2030 – about 2 years prior to arrival of first ZEBs at this base
Irvine Construction Circle Base	16281 Construction Circle, Irvine, CA 92606	Bus Operations & Maintenance	Unknown at this time but may require new battery electric infrastructure, and site improvements	250	Yes	Beginning in 2024, about 2 years prior to arrival of first BEBs at this base
Santa Ana Base	4301 W. MacArthur Blvd., Santa Ana, CA 92704	Bus Operations & Maintenance	Expand hydrogen fueling station & dispensers and site improvements	245	Yes	FCEB infrastructure is operational at this base. Will need to expand beginning in 2030 – about 2 years prior to arrival of additional ZEBs at this base

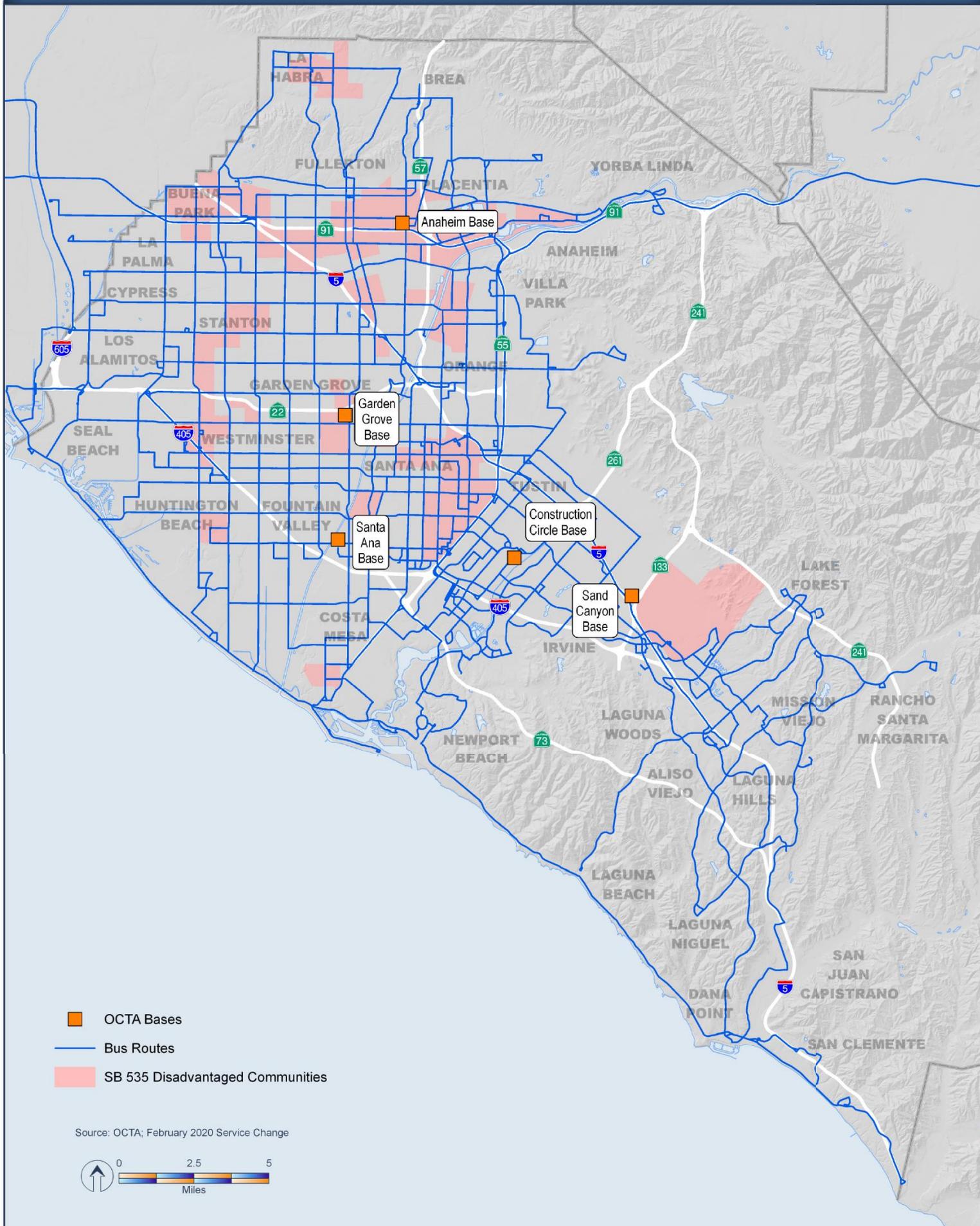
Electric utilities in OCTA's service area are Southern California Edison (SCE) and the City of Anaheim.

Section F: Providing Service in Disadvantaged Communities

Does your transit agency serve one or more disadvantaged communities, as listed in the latest version of CalEnviroScreen? Yes. OCTA does serve one or more disadvantaged communities as listed in the latest version of CalEnviroScreen.

The figure on the next page shows the disadvantaged communities in OCTA's service area as defined under the CalEnviroScreen definition. There are 71 disadvantaged communities (DACs) in Orange County, which account for about 12 percent of all census tracts. Analysis shows that all DACs are served with transit. Forty-seven OCTA routes touch at least one disadvantaged community. The routes primarily operate from OCTA's Santa Ana and Garden Grove bases. OCTA began deploying ZEBs in DACs with the initial FCEB pilot project in early 2020. The upcoming BEB pilot will also be deployed on primarily routes serving DACs. In general, the newer ZEBs will be assigned to routes serving low-income and minority communities per the agencies Fleet Assignment Policy.

Zero Emission Bus Rollout Plan



- OCTA Bases
- Bus Routes
- SB 535 Disadvantaged Communities

Source: OCTA; February 2020 Service Change

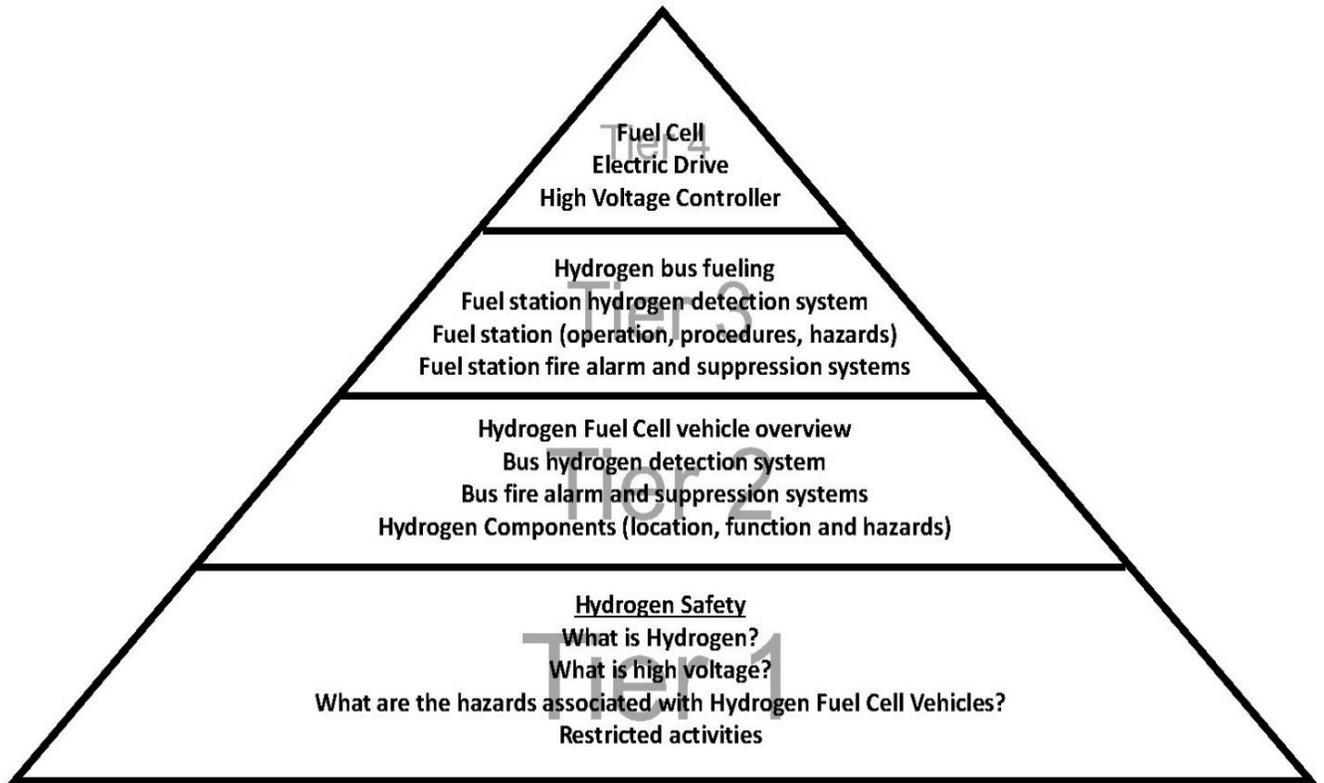


Section G: Workforce Training

Describe your transit agency's plan and schedule for the training of bus operators and maintenance and repair staff on zero-emission bus technologies. (Required)

OCTA is well prepared to transition its fleet to ZEBs with the experience gained from running two ZEB pilot projects. OCTA began operating FCEBs in revenue service with the acquisition of ten FCEBs in late 2019. OCTA also commissioned a hydrogen fueling station that can accommodate up to 50 buses and can easily be expanded. Staff across all disciplines have been trained in the operations and maintenance of the FCEB fleet. In addition, OCTA will begin the procurement of ten BEBs in late 2020. These BEBs are expected to be in revenue service in 2023, prior to when the ICT Regulation to purchase ZEBs kicks in.

Working closely with OEMs, OCTA developed and implemented a very successful training plan for the FCEB fleet. It is a four-tier plan that provides customized training across all levels of the organization. For training purposes, the training plan is designed as a pyramid. The base of the pyramid being Tier 1 that describes the basics of the specific technology and includes staff throughout the entire organization. The top of the pyramid being Tier 4, is for a smaller number of personnel who directly work on the equipment or train staff on the technology. These tiers are explained below. This efficient training plan will be used as a model for the required training on the BEB fleet. It will be specifically customized to address BEB technology.



Tier 1: Involves all OCTA personnel who will have any contact with vehicles, fueling station, and service equipment, including the following staff:

- Operations - 658 total employees including staff and drivers.
- Operations support - 31 total employees including communications, field operations and planning.
- Maintenance - 200 total employees including staff, mechanics, service workers, and facilities technicians.
- Contract Administration & Materials Management - 25 total employees including staff and parts clerks.
- Training and Development - 19 total employees including instructors and support staff.
- Orange County Sheriff - 31 total employees including staff and officers.
- Total personnel initially requiring Tier 1 training – 964

Tier 2: Involves all OCTA personnel who will have daily contact with vehicles, fueling station, and service equipment, including the following staff.

- Operations - 633 drivers. (This number assumes all drivers are to be trained.)
- Operations support - 31 field operations employees.
- Maintenance - 200 employees including staff, mechanics, service workers, and facilities technicians.
- Training and Development - 19 total instructors.

Tier 3: Involves all OCTA personnel who are directly involved in service or repair of vehicles, fueling station, and service equipment.

- Maintenance - 200 total employees including staff, mechanics, service workers, and facilities technicians.
- Training and Development - 3 maintenance instructors.
- Total personnel initially requiring Tier 3 training - 203

Tier 4: Involves all OCTA personnel who are directly involved with the diagnosis or repair of Hydrogen Fuel Cell, high voltage, control, or bus electrical systems.

- Maintenance - 4 Advanced Tech mechanics.
- Training and Development - 3 maintenance instructors.

The table below provides a high-level overview of OCTA’s plan and schedule for the training of all staff throughout the agency on ZEB technologies. This plan is subject to change based on financial, technological, and agency direction.

Table 8: Workforce Training Schedule (Optional)

Timeline (year)	Maintenance/Technician Training	Operator Training	Other Staff Training
FY2020	Conduct four-tier training for 10 FCEBs pilot project	Conduct four-tier training for 10 FCEBs pilot project	Conduct four-tier training for 10 FCEBs pilot project
FY2021	Annual refreshers training	Annual refreshers training	As needed
FY2022	Conduct four-tier training for 10 BEBs pilot project	Conduct four-tier training for 10 BEBs pilot project at the Garden Grove Base	Conduct four-tier training for 10 BEBs pilot project
FU2023	Annual refreshers training	Annual refreshers training	As needed
FY2024	Annual refreshers training	Annual refreshers training	As needed
FY2025	Annual refreshers training	Annual refreshers training	As needed
FY2026	Conduct four-tier training for initial delivery of ZEB paratransit fleet at Irvine Construction Circle Base	Conduct four-tier training for initial delivery of ZEB paratransit fleet at Irvine Construction Circle Base	Conduct four-tier training for initial delivery of ZEB paratransit fleet at Irvine Construction Circle Base
FY2027	Annual refreshers training	Annual refreshers training	As needed
FY2028	Annual refreshers training	Annual refreshers training	As needed
FY2029	Conduct four-tier training for expansion of ZEB fleet (20 articulated buses)	Conduct four-tier training for expansion of ZEB fleet (20 articulated buses)	Conduct four-tier training for expansion of ZEB fleet (20 articulated buses)
FY2030	Annual refreshers training	Annual refreshers training	As needed
FY2031	Annual refreshers training	Annual refreshers training	As needed
FY2032	Conduct four-tier training for significant expansion of ZEB fleet (157 40-ft and 16 articulated buses)	Conduct four-tier training for significant expansion of ZEB fleet (157 40-ft and 16 articulated buses)	As needed
FY2033	Annual refreshers training	Annual refreshers training	As needed
FY2034	Annual refreshers training	Annual refreshers training	As needed
FY2035	Annual refreshers training	Annual refreshers training	As needed
FY2036	Annual refreshers training	Annual refreshers training	As needed
FY2037	Annual refreshers training	Annual refreshers training	As needed
FY2038	Conduct four-tier training for significant expansion of ZEB fleet (304 40-ft buses)	Conduct four-tier training for significant expansion of ZEB fleet (304 40-ft buses)	Conduct four-tier training for significant expansion of ZEB fleet (304 40-ft buses)
FY2039	Annual refreshers training	Annual refreshers training	As needed
FY2040	Annual refreshers training	Annual refreshers training	As needed

Section H: Potential Funding Sources

Please identify all potential funding sources your transit agency expects to use to acquire zero-emission technologies (both vehicles and infrastructure).

There are a variety of potential funding sources that OCTA will explore to partially fund the acquisition of zero-emission technologies. With a combination of these funding sources, OCTA will be in a position to successfully transition to ZEB technologies. When grant funding cannot be obtained, OCTA will need to use local tax revenue for ZEB related costs.

Table 9: Potential Funding Sources (Optional)

Fund/Grant	Level of government	Description	Applicability
HVIP	State/CARB	Voucher program aimed at reducing the purchase cost of zero-emission vehicles. A transit agency would decide on a vehicle, contact the vendor directly, and then the vendor would apply for the voucher.	OCTA does not need to apply; the vendor handles the application process.
Low Carbon Transit Operations Program (LCTOP) and Transit and Intercity Rail Capital Program (TIRCP)	State/CARB/Caltrans	LCTOP is a formula-driven program and TIRCP is a competitive program. These programs fund projects that support new or expanded bus and rail services, improve multimodal facilities and can include equipment, fueling, maintenance and other costs.	OCTA is already recipient of these funds and can use these funds to purchase ZEBs and related equipment. Both programs require the agency demonstrate GHG emissions reductions.
Low Carbon Fuel Standard (LCFS credits)	NA	LCFS credits are not necessary funding to be applied for; rather, they are offset credits that are traded (through a broker) to reduce operating costs.	Once ZEBs are acquired and operating, OCTA can collect LCFS and 'sell' them to reduce operating costs of ZEBs.
VW Environmental Mitigation Trust Funding	State	VW's settlement provides nearly \$130 million for zero-emission transit, school, and shuttle bus replacements. Transit may be eligible for up to \$65 million.	Applications are now open for transit agencies. The grant is a one-time deal. OCTA may apply through the online portal as soon as it adopts the ZEB plan.
Carl Moyer and AB 923	State/CARB	Funding to help procure low-emission vehicles and equipment. Transit buses are eligible for up to \$80,000 funding.	As a fleet larger than 10 vehicles, OCTA would be eligible for \$80,000 or 50% of the vehicle cost (whichever is lower).

Fund/Grant	Level of government	Description	Applicability
AB 617	State/CARB	<p>Community Air Grants constitutes CARB's overall effort to implement AB 617, providing \$250 million in FY17-18 and \$245 million additional in FY18-19.</p> <p>This funding can be used for engine replacement, repower, and infrastructure.</p>	<p>OCTA will monitor this fund and apply when ready. Can be used to purchase infrastructure like hydrogen fueling, etc. Since OCTA will likely acquire new ZEBs, AB 617 will not offset the capital purchase cost of ZEBs.</p>
SB 350	State/California Energy Commission	<p>Clean Energy and Pollution Reduction Act will enable transformation of energy production to zero-emission.</p> <p>Primarily provides funding to public utilities to reduce GHG emissions.</p> <p>Also supports transportation electrification by providing rebates of up to 50% of the electric vehicle supply equipment (chargers, etc.) for transit fleets.</p>	<p>OCTA may apply for this funding as soon as a practical to acquire necessary infrastructure.</p>
SB1 State of Good Repair	State/Caltrans	<p>SGR funds are formula-based funds eligible for transit maintenance, rehabs, and capital programs.</p>	<p>OCTA may apply for this funding opportunity as soon as practical to acquire necessary infrastructure.</p>
Charge Ready	State/SCE	<p>Charge Ready program aims to reduce the infrastructure cost for zero-emission vehicles.</p> <p>Charge Ready can cover the cost for installation of the electric infrastructure as well as rebates for charging stations.</p> <p>However, agencies must provide a grant of easement.</p> <p>Funding is available until 2025 and receipts must acquire at least two BEBs within 18 months to receive the Charge Ready rebates.</p> <p>Note, that Charge Ready is dedicated for EVs and electric buses—will not cover costs for hydrogen infrastructure.</p>	<p>OCTA may apply for this program as soon as practical to acquire necessary infrastructure.</p>
Low or No Emission Program (Low-No Program)	Federal/FTA	<p>Low-No provides competitive funding for the procurement of low or no emission vehicles, including the leasing or purchasing of vehicles and related supporting infrastructure.</p> <p>FY20 application closes March 17, 2020, but this has been an annual program for the FTA (under the FAST Act). In FY19, ~\$85 million was available.</p> <p>This is a stipulation for a local match.</p>	<p>Based on federal budget adoption of a new transportation appropriations bill, it's likely a similar program will continue.</p> <p>OCTA may apply for this program as soon as practical to acquire necessary infrastructure.</p>

Fund/Grant	Level of government	Description	Applicability
BUILD	Federal/USDOT	<p>Formerly TIGER, BUILD aims to support investment in infrastructure.</p> <p>A local match is required.</p>	OCTA may apply for this program as soon as practical to acquire necessary infrastructure.
Buses and Bus Facilities Program (5339)	Federal/FTA	<p>These grants are competitive and formula-based and are applicable to rehabbing buses, purchase new buses, and invest and renovate related equipment and facilities for low or no emission vehicles or facilities.</p> <p>For FY20, FTA announced ~\$455 million in competitive grant funding.</p> <p>Requires a 20% local match. The deadline for FY20 funding is March 30, 2020.</p>	OCTA may apply for this program as soon as practical to acquire necessary infrastructure.

Section I: Start-up and Scale-up Challenges

Please describe any major challenges your transit agency is currently facing in small scale zero-emission bus deployment.

None at the moment. OCTA's current ZEB pilot projects are fully funded; however, OCTA's FCEB pilot project just began in January 2020 and the BEB pilot project is not expected to begin until 2023. Therefore, it is too early to assess maintenance cost and operational issues, compared to conventional fuel type buses.

How might CARB assist you to overcome these challenges? Please share your recommendations.

N/A

Please describe any challenges your transit agency may face in scaling up zero-emission bus deployment.

The transition to ZEB buses will have a substantial cost compared to OCTA continuing to operate existing fuel types. The per unit vehicle costs for ZEBs are higher and OCTA will need to install new fueling infrastructure at a significant cost. The draft ZEB Rollout Plan attempts to keep the lowest overall cost for OCTA through this transition. This is done by continuing to operate existing fuel technologies as long as allowable and implementing the lowest cost ZEB vehicles based on total cost of ownership. The costs for vehicles, fuel, and infrastructure may change over time. Breakthroughs in battery technology may make BEBs less expensive or a lower cost to produce hydrogen would make FCEBs less expensive. The plan proposed is based on what is currently known about each technology and their associated costs. This will help OCTA better understand the long-term cost and how it may impact the level of transit services which can be provided. It is also important to note that this Rollout Plan was developed prior to the COVID-19 emergency. The plan will need to be updated if transit service levels and fleet requirement are substantially changed in the future.

How might CARB assist you to overcome these challenges?

Expand and seek additional funding sources to help agencies meet the purchase requirement. CARB may also assist agencies by authorizing that incentive programs be available for the life of the ICT Regulation.

Appendix

RESOLUTION NO. 2020-055 OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY TRANSPORTATION AUTHORITY

ZERO-EMISSION BUS RULLOUT PLAN

A RESOLUTION OF THE ORANGE COUNTY TRANSPORTATION AUTHORITY,
WHICH AUTHORIZES THE SUBMITTAL OF THE ZERO-EMISSION BUS
ROLLOUT PLAN TO THE CALIFORNIA AIR RESOUCES BOARD AS REQUIRED
BY THE INNOVATIVE CLEAN TRANSIT REGULATION

WHEREAS, in 2018, the California Air Resources Board (CARB) adopted the Innovative Clean Transit (ICT) regulation, which requires public transit agencies to transition to a 100 percent zero-emission bus (ZEB) fleet, such as battery-electric or fuel-cell electric, by 2040.

WHEREAS, the main provisions of the ICT regulation include:

- Transit agencies which operate a fleet larger than 65 buses are required to submit a ZEB Rollout Plan (Rollout Plan) by July 1, 2020,
- Transit agencies must purchase a minimum number of ZEBs during future procurements, according to the following schedule:
 - Starting in 2023, 25 percent of new bus purchases must be ZEBs (applies to 40-foot buses only),
 - Starting in 2026, 50 percent of all new bus purchases must be ZEBs (40-foot, 60-foot, and smaller cutaway buses typically used for paratransit service),
 - Starting in 2029, 100 percent of all new bus purchases must be ZEBs.
- Transit agencies can earn credits to offset the 2023 and 2026 ZEB purchase requirements by providing zero-emission vehicles not covered by the ICT regulation, and
- The minimum ZEB purchase requirement may be delayed if a certain number of ZEBs are purchased statewide by the end of 2020 and 2021.

WHEREAS, the ICT regulation requires each agency to submit a Rollout Plan to CARB by July 1, 2020.

WHEREAS, the Rollout Plan is a living document intended to guide the agency's conversion to a ZEB fleet and may be updated based on changes in vehicle technology, fleet size, and operating requirements.

WHEREAS, the Rollout Plan must be approved by the transit agency's governing body through the adoption of a resolution prior to submission to CARB.

WHEREAS, per the requirements of the ICT, the Rollout Plan includes the following components:

- Type(s) of ZEB technologies a transit agency is planning to deploy,
- Schedule for all ZEB and conventional bus purchases,
- Schedule for infrastructure upgrades and modifications,
- Identification of costs and potential funding sources,
- Plan to deploy ZEBs in disadvantaged communities,
- Training plan for operators and maintenance staff, and
- Goal of full transition to ZEBs by 2040.

NOW, THEREFORE, BE IT RESOLVED that the Orange County Transportation Authority Board of Directors hereby adopts the Rollout Plan as a guide for the implementation of ZEB technology and approves it for submission to CARB.

PASSED, APPROVED AND ADOPTED this _____ day of _____, _____.

AYES:

NOES:

ABSENT:

ATTEST:

Laurena Weinert
Clerk of the Board

Steve Jones, Chairman
Orange County Transportation Authority

OCTA Resolution No. 2020-055

Fleet Fit Trade-Off Considerations

Trade-off/criteria	Option A (100% FCEBs)	Option B (blended fleet inclusive of 61% FCEBs, 15% depot-only charging BEBs, and 24% depot+on-route charging BEBs)	Notes/comments
<p>Scheduling and planning</p>	<ul style="list-style-type: none"> Requires scheduling consideration for FCEB average range of ~280 mi (37.5 kg tank) and 365 mi (50 kg tank) FCEBs offer greatest flexibility for detours and other unplanned/planned service changes and road calls/changeouts Two to three buses with FCEBs (50 kg tanks) may require midday refueling (depending on operating conditions) to complete service as currently blocked/scheduled One block will need redesigning Smaller battery pack in FCEBs experience less degradation than BEBs so that operating range decreases are less significant over time, making service planning more consistent and with fewer variables to consider <p style="text-align: center;">★ ★ ★</p>	<ul style="list-style-type: none"> Requires scheduling consideration for FCEB average range of ~280 mi (37.5 kg tank) and 365 mi (50 kg tank) Requires scheduling consideration for BEB (400+ kWh battery models) average range of ~160-180 mi Requires consideration of mixed fleet to ensure that appropriate units are scheduled for appropriate blocks/services Two to three buses with FCEBs (50 kg tanks) may require midday refueling (depending on operating conditions) to complete service as currently blocked/scheduled One block will need redesigning Smaller battery pack in FCEBs experience less degradation than BEBs so that operating range decreases are less significant over time Degradation of BEB batteries can significantly decrease the operating range over time, adding complexity to service redesign <p style="text-align: center;">★ ★ ☆</p>	<ul style="list-style-type: none"> FCEB range most closely approximates to current CNG range FCEB most closely resembles current CNG “business as usual” scenario at OCTA Leverages OCTA’s experience with FCEBs Option A presents the simplest scheduling considerations and minimizes reblocking Bravo service would require particular attention if Bravo-branded buses are of only one type of technology and this would increase the bus variants required in Option B (2 service types, OCBus and Bravo, x3 technologies, vs. 2 service types and x1 technology in Option A)
<p>Operations and dispatching</p>	<ul style="list-style-type: none"> All units can be dispatched for nearly any service or block Dispatch will have greater flexibility to assign units to blocks because of comparable ranges across vehicles, which will maintain a comparable yearly mileage among FCEBs Refueling hydrogen on FCEBs can be completed during a 7-hr refueling window as currently done for CNG buses (hydrogen fueling station equipment designed to fill FCEBs in under 10 minutes, as per peer agency experience) Fueling, cleaning, and maintenance and other service cycle functions would require minimal changes for FCEBs 	<ul style="list-style-type: none"> Dispatch (and maintenance) will need to consider and manage two technologies when buses leave and return to the garages, as well as different ranges to ensure units are dispatched as scheduled to the correct blocks Bus assignment between blocks will be limited due to driving range of BEBs, resulting in fewer accumulated yearly mileage than FCEBs Fueling, cleaning, maintenance and other service cycle functions will require modification for BEBs Parking and charging times for BEBs needs to be closely monitored to ensure a full state of charge and free dispatching for the next service day 	<ul style="list-style-type: none"> Having the fewest variants or types of bus technologies is preferable especially given OCTA’s multiple service types Operations and dispatching of FCEBs will be closer to OCTA’s business as usual and comparable to operations of CNG buses Leverages operations’ and dispatching’s experience with FCEBs Managing charging of BEBs adds to the operational activities of OCTA’s staff and would likely result in additional personnel and shift modifications

Trade-off/criteria	Option A (100% FCEBs)	Option B (blended fleet inclusive of 61% FCEBs, 15% depot-only charging BEBs, and 24% depot+on-route charging BEBs)	Notes/comments
		<ul style="list-style-type: none"> Recharging BEBs can take between two and six hours and will likely require swapping dispensers' connections to buses overnight or smart charging software to manage charge remotely Refueling hydrogen on FCEBs can be completed during a 7-hr refueling window as currently done for CNG buses (hydrogen fueling station equipment designed to fill FCEBs in under 10 minutes, as per peer agency and OCTA experience) Fueling, cleaning, and maintenance and other service cycle functions would require minimal to no change for changes for FCEBs 	
Training and agency-wide adoption	<ul style="list-style-type: none"> Requires training for operators, mechanics, schedulers, etc. for FCEBs 	<ul style="list-style-type: none"> Requires training for operators, mechanics, schedulers, etc. for BEBs Requires training for operators, mechanics, schedulers, etc. for FCEBs 	<ul style="list-style-type: none"> Option A presents a less steep learning curve than Option B because it recommends one technology type rather than two Option A leverages existing in-house expertise and experience with FCEBs
Technology availability/OEMs /procurement	<ul style="list-style-type: none"> Fewer FCEB OEMs at present Procurement would require one procurement contract/process Requires one set of spare parts, tools, etc. for FCEBs 	<ul style="list-style-type: none"> More BEB OEMs Fewer FCEB OEMs at present Procurement would require two separate procurements contracts Requires two sets of spare parts, tools, etc. for BEBs and FCEBs 	<ul style="list-style-type: none"> Option A relies on FCEBs solely, and there are fewer OEMs available than for BEBs Option A would require fewer tools and spare parts than Option B
Service area-specific considerations	<ul style="list-style-type: none"> OCTA has a relatively compact service area (435 sq. mi.) with hills and several routes with cruising (i.e., freeway-type) portions FCEBs provide flexibility to short and long routes, but special planning for hilly routes 	<ul style="list-style-type: none"> OCTA has relatively compact service area (435 sq. mi.) with hills and several routes with cruising (i.e., freeway-type) portions FCEBs provide flexibility to short and long routes, but special planning for hilly routes 	<ul style="list-style-type: none"> Option A provides the most flexibility for all OCTA services Option B requires coordination for on-route charging infrastructure with different jurisdictions in Orange County

Trade-off/criteria	Option A (100% FCEBs)	Option B (blended fleet inclusive of 61% FCEBs, 15% depot-only charging BEBs, and 24% depot+on-route charging BEBs)	Notes/comments
		<ul style="list-style-type: none"> • BEBs could provide better fuel economy on stop-and-go (urban) services • Installation of on-route chargers require permitting and buy-in from project jurisdiction 	
Total cost of ownership	<ul style="list-style-type: none"> • Estimated TCO is \$2.05 per mile (per bus) over 18 years 	<ul style="list-style-type: none"> • Estimated TCO at \$2.07 per mile (per bus) over 18 years 	<ul style="list-style-type: none"> • Hydrogen infrastructure becomes comparable to BEBs in cost with unit discount for large purchases • TCO estimates include capital investment for infrastructure and bus acquisition, operational considerations like maintenance and fuel cost, and mid-life battery or FC replacement. The TCO per mile for Option B is 1% lower than for Option A. • Initial upfront capital cost of Option B is 9% lower than Option A • From an O&M life cycle perspective, Option B is 12% more expensive overall relative to Option A.
Other	<ul style="list-style-type: none"> • Power resiliency requires diesel or CNG generator for FCEB fueling infrastructure • Deviation from modeled fuel efficiency of FCEBs can be mitigated by additional refueling during the day either at an OCTA garage or by arranging fueling contracts with public hydrogen stations currently expanding across California 	<ul style="list-style-type: none"> • Power resiliency requires diesel or CNG generator for BEB and FCEB fueling infrastructure • Range requirements could be accommodated by midday fueling of FCEBs with municipal or shared infrastructure • Range requirements for BEBs would require in-depot charging for several hours, either during the day or overnight • Deviation from the modeled fuel efficiency when operating buses under real operations can be disruptive for BEBs and could represent adding additional buses to complete service 	

Trade-off/criteria	Option A (100% FCEBs)	Option B (blended fleet inclusive of 61% FCEBs, 15% depot-only charging BEBs, and 24% depot+on-route charging BEBs)	Notes/comments
Overall fit for OCTA			

Vehicle Purchase Outlook

Fixed-Route Bus Purchases

<u>Fiscal Year</u>	<u>Buses to Purchase</u>	<u># of ZEB Purchases</u>	<u>% of Annual ZEB Purchases</u>	<u>Bus Type</u>	<u>ZEB Fuel Type(s)</u>	<u># of Conv. Bus Purchases</u>	<u>% of Annual Conv. Bus Purchases</u>	<u>Fuel Type(s) of Conv. Buses</u>
2020	304	10	3%	40-ft	BEB	294	97%	CNG
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2022	0	0	-	-	-	0	-	-
2023	0	0	-	-	-	0	-	-
2024	0	0	-	-	-	0	-	-
2025	0	0	-	-	-	0	-	-
2026	0	0	-	-	-	0	-	-
2027	0	0	-	-	-	0	-	-
2028	0	0	-	-	-	0	-	-
2029	20	20	100%	60-ft	FCEB	0	0%	-
2030	0	0	-	-	-	0	-	-
2031	0	0	-	-	-	0	-	-
2032	157	157	100%	40-ft	FCEB/BEB	0	0%	-
	16	16	100%	60-ft	FCEB	0	0%	-
2033	0	0	-	-	-	0	-	-
2034	6	6	100%	40-ft	FCEB	0	0%	-
2035	10	10	100%	40-ft	FCEB	0	0%	-
2036	0	0	-	-	-	0	-	-
2037	0	0	-	-	-	0	-	-
2038	304	304	100%	40-ft	FCEB	0	0%	-
2039	0	0	-	-	-	0	-	-
2040	0	0	-	-	-	0	-	-

Note: Purchase date is two years prior to required for service to allow for procurement and manufacturing

Cutaway Paratransit Bus Purchases

<u>Fiscal Year</u>	<u>Buses to Purchase</u>	<u># of ZEB Purchases</u>	<u>% of Annual ZEB Purchases</u>	<u>Bus Type</u>	<u>ZEB Fuel Type(s)</u>	<u># of Conv. Bus Purchases</u>	<u>% of Annual Conv. Bus Purchases</u>	<u>Fuel Type(s) of Conv. Buses</u>
2020	116	0	0%	Cutaway	-	116	100%	Unleaded
2021	3	0	0%	Cutaway	-	3	100%	Unleaded
2022	133	0	0%	Cutaway	-	133	100%	Unleaded
2023	3	0	0%	Cutaway	-	3	100%	Unleaded
2024	2	0	0%	Cutaway	-	2	100%	Unleaded
2025	5	0	0%	Cutaway	-	5	100%	Unleaded
2026	5	3	60%	Cutaway	BEB	2	40%	Unleaded
2027	122	61	50%	Cutaway	BEB	61	50%	Unleaded
2028	5	3	60%	Cutaway	BEB	2	40%	Unleaded
2029	136	136	100%	Cutaway	BEB	0	0%	-
2030	6	6	100%	Cutaway	BEB	0	0%	-
2031	5	5	100%	Cutaway	BEB	0	0%	-
2032	7	7	100%	Cutaway	BEB	0	0%	-
2033	7	7	100%	Cutaway	BEB	0	0%	-
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2036	139	139	100%	Cutaway	BEB	0	0%	-
2037	9	9	100%	Cutaway	BEB	0	0%	-
2038	8	8	100%	Cutaway	BEB	0	0%	-
2039	10	10	100%	Cutaway	BEB	0	0%	-
2040	0	0	0%	-	-	0	0	-

Note: Purchase date is one year prior to required for service to allow for procurement and manufacturing

BEB - Battery-Electric Buses

Conv. - Conventional

FCEB - Fuel-Cell Electric Buses

ZEB - Zero-Emission Bus

**RESOLUTION NO. 2020-055 OF THE BOARD OF DIRECTORS OF THE
ORANGE COUNTY TRANSPORTATION AUTHORITY**

ZERO-EMISSION BUS RULLOUT PLAN

A RESOLUTION OF THE ORANGE COUNTY TRANSPORTATION AUTHORITY,
WHICH AUTHORIZES THE SUBMITTAL OF THE ZERO-EMISSION BUS
ROLLOUT PLAN TO THE CALIFORNIA AIR RESOUCES BOARD AS REQUIRED
BY THE INNOVATIVE CLEAN TRANSIT REGULATION

WHEREAS, in 2018, the California Air Resources Board (CARB) adopted the Innovative Clean Transit (ICT) regulation, which requires public transit agencies to transition to a 100 percent zero-emission bus (ZEB) fleet, such as battery-electric or fuel-cell electric, by 2040.

WHEREAS, the main provisions of the ICT regulation include:

- Transit agencies which operate a fleet larger than 65 buses are required to submit a ZEB Rollout Plan (Rollout Plan) by July 1, 2020,
- Transit agencies must purchase a minimum number of ZEBs during future procurements, according to the following schedule:
 - Starting in 2023, 25 percent of new bus purchases must be ZEBs (applies to 40-foot buses only),
 - Staring in 2026, 50 percent of all new bus purchases must be ZEBs (40-foot, 60-foot, and smaller cutaway buses typically used for paratransit service),
 - Starting in 2029, 100 percent of all new bus purchases must be ZEBs.
- Transit agencies can earn credits to offset the 2023 and 2026 ZEB purchase requirements by providing zero-emission vehicles not covered by the ICT regulation, and
- The minimum ZEB purchase requirement may be delayed if a certain number of ZEBs are purchased statewide by the end of 2020 and 2021.

WHEREAS, the ICT regulation requires each agency to submit a Rollout Plan to CARB by July 1, 2020.

WHERAS, the Rollout Plan is a living document intended to guide the agency's conversion to a ZEB fleet and may be updated based on changes in vehicle technology, fleet size, and operating requirements.

WHEREAS, the Rollout Plan must be approved by the transit agency's governing body through the adoption of a resolution prior to submission to CARB.

WHEREAS, per the requirements of the ICT, the Rollout Plan includes the following components:

- Type(s) of ZEB technologies a transit agency is planning to deploy,
- Schedule for all ZEB and conventional bus purchases,
- Schedule for infrastructure upgrades and modifications,
- Identification of costs and potential funding sources,
- Plan to deploy ZEBs in disadvantaged communities,
- Training plan for operators and maintenance staff, and
- Goal of full transition to ZEBs by 2040.

NOW, THEREFORE, BE IT RESOLVED that the Orange County Transportation Authority Board of Directors hereby adopts the Rollout Plan as a guide for the implementation of ZEB technology and approves it for submission to CARB.

PASSED, APPROVED AND ADOPTED this _____ day of _____, _____.

AYES:

NOES:

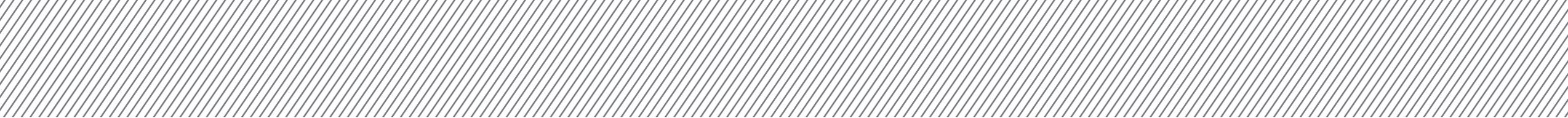
ABSENT:

ATTEST:

Laurena Weinert
Clerk of the Board

Steve Jones, Chairman
Orange County Transportation Authority

OCTA Resolution No. 2020-055



ZERO-EMISSION BUS ROLLOUT PLAN

Innovative Clean Transit Regulation

- Adopted in December 2018
- Zero-emission buses have no tailpipe emissions
- Minimum ZEB purchase requirement:
 - *25 percent requirement starting in 2023 for 40-foot buses*
 - *50 percent requirement starting in 2026 for 40-foot, 60-foot and “cutaway” buses (paratransit buses)*
 - *100 percent requirement starting in 2029*
- Submit ZEB Rollout Plan to CARB by July 1, 2020
- Credits for zero-emission mobility option
- Delay in ZEB purchase requirement if a certain number of ZEBs are purchased statewide by the end of 2020 and 2021

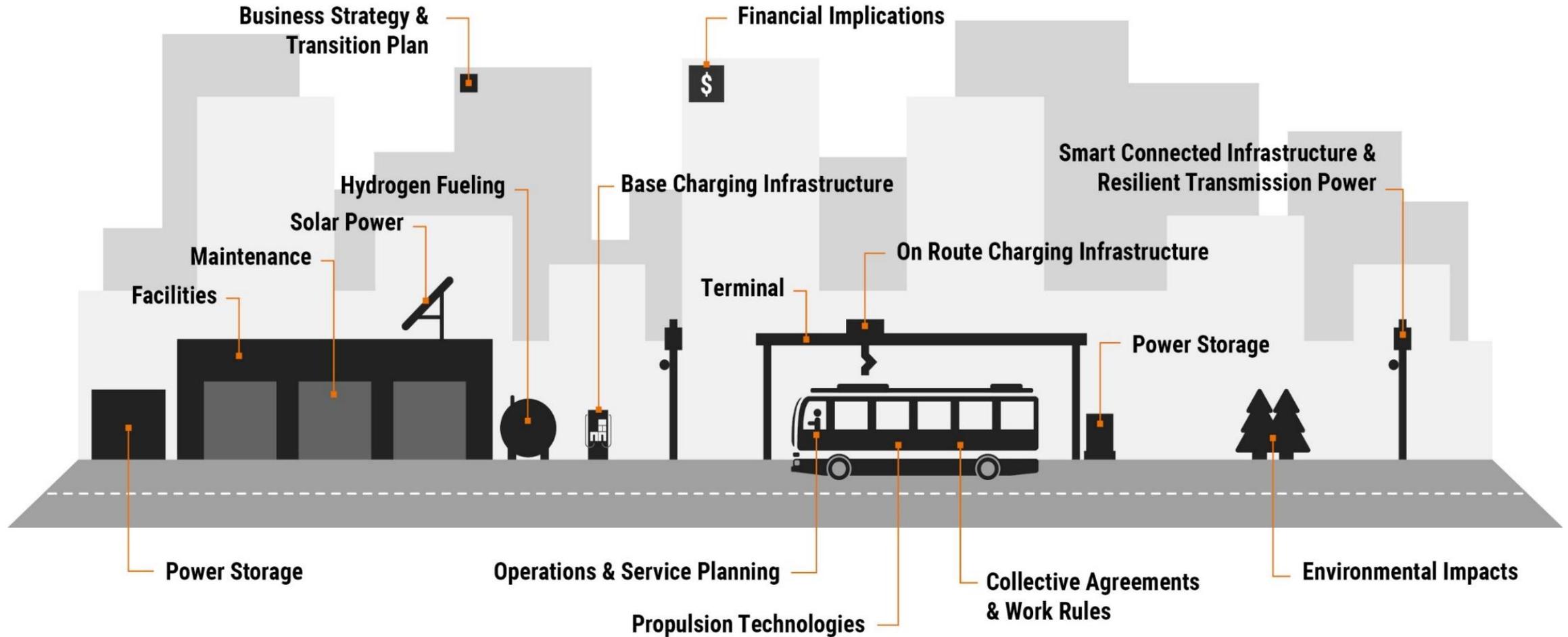
ZEB – Zero-emission bus

CARB – California Air Resources Board

What is Included in a ZEB Rollout Plan?

- Type(s) of ZEB technologies a transit agency is planning to deploy
- Schedule for all ZEB and conventional bus purchases
- Schedule for infrastructure upgrades and modifications
- Identification of costs and potential funding sources
- Training plan for operators and maintenance staff
- Plan to deploy ZEBs in disadvantaged communities
- Goal of full transition to ZEBs by 2040
- A blueprint that can be amended as needed

Elements of ZEB Deployment



Existing OCTA Fleet

	Bus Type	Fuel Type	Fleet Size	Year Subject to ICT
	40-foot fixed-route	CNG	462	2023
	40-foot fixed-route	Hydrogen (FCEB)	10	Early ZEB purchase
	60-foot fixed-route	CNG	36	2026
	23-foot paratransit	Gasoline	248	2026

CNG – Compressed Natural Gas
FCEB – Fuel-Cell Electric Bus
ICT – Innovative Clean Transit
OCTA – Orange County Transportation Authority

Vehicle Fueling Technology Key Comparisons

Bus Type	CNG	Hydrogen Fuel-Cell Electric	Battery Electric
Vehicle Range	Longest	Middle	Shortest
Vehicle Cost	\$645,000	\$1,000,000 to \$1,300,000	\$1,000,000 to \$1,100,000
Fuel Cost	Lowest	Highest	Middle
Maintenance Cost	Highest	Middle	Lowest
Infrastructure Required	Existing fueling stations	New hydrogen fueling stations and facility upgrades	Extensive charging infrastructure and utility upgrades

OCTA Route Modeling Results

- Almost all current OCTA routes can be operated using hydrogen fuel-cell electric buses because of distances the buses need to cover
- A full battery-electric fleet would require additional buses and/or on-route charging to meet current OCTA service needs
- Future changes in vehicle technology and cost factors would inform future OCTA decisions regarding implementation of a zero-emission bus fleet

ZEB Deployment Strategy by Base

Bus Type	Garden Grove (Fixed-Route)	Santa Ana (Fixed-Route)	Anaheim (Fixed-Route)	Irvine (Fixed-Route)	Irvine (Paratransit)
Hydrogen Fuel-Cell Electric Buses	115	167	113	103	-
Battery-Electric Buses with Depot Charging	19	-	-	-	248
Total Buses	134	167	113	103	248

Fixed-Route Bus Purchases Outlook

<u>Fiscal Year</u>	<u>Buses to Purchase</u>	<u># of ZEB Purchases</u>	<u>% of Annual ZEB Purchases</u>	<u>Bus Type</u>	<u>ZEB Fuel Type(s)</u>	<u># of Conv. Bus Purchases</u>	<u>% of Annual Conv. Bus Purchases</u>	<u>Fuel Type(s) of Conv. Buses</u>
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2039	0	0	-	-	-	0	-	-
2040	0	0	-	-	-	0	-	-

Conv. – Conventional
BEB – Battery-electric bus

Note: Purchase date is two years prior to required for service to allow for procurement and manufacturing.

ACCESS Paratransit Bus Purchases Outlook

Timeline (Year)	Total # of Buses to Purchase	# of ZEB Purchases	% of Annual ZEB Purchases	Bus Type	ZEB Fuel Type(s)	# of Conv. Bus Purchases	% of Annual Conv. Bus Purchases	Fuel Type(s) of Conv. Buses
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Note: Purchase date is one year prior to required for service to allow for procurement and manufacturing.

OCTA ZEB Pilots

- **FCEBs**

- Commissioned hydrogen fueling station at the Santa Ana Bus Base
- Ten buses now in service
- Funded with state grant
- Credits for reduced future purchase requirements

- **BEBs**

- Procuring ten battery-electric buses starting in 2020
- Conducting assessment of power and charging equipment requirements at the Garden Grove Bus Base
- Working with electric utility to assess electric charger locations and necessary upgrades
- Pursuing grant funding for vehicles and infrastructure



40-foot Hydrogen Fuel-Cell Electric Bus



Hydrogen Fueling Station

Next Steps

- Submit Rollout Plan to CARB by July 1, 2020
- Continue procurements of CNG and unleaded buses until 2022
- Test hydrogen fuel-cell electric and battery-electric technology in revenue service
- Return to Transit Committee and Board of Directors meetings for periodic updates as needed
- Update the Rollout Plan as needed



CNG – Compressed natural gas



COMMITTEE TRANSMITTAL

June 22, 2020

To: Members of the Board of Directors
From: *RW*
Laurena Weinert, Clerk of the Board
Subject: OC Streetcar Project Quarterly Update

Transit Committee Meeting of June 11, 2020

Present: Directors Davies, Do, Jones, Pulido, Shaw, Sidhu, and Winterbottom
Absent: None

Committee Vote

Following the discussion, no action was taken on this receive and file information item.

Staff Recommendation

Receive and file as an information item.



June 11, 2020

To: Transit Committee
From: Darrell E. Johnson, Chief Executive Officer
Subject: OC Streetcar Project Quarterly Update

A handwritten signature in blue ink, appearing to read "Darrell Johnson", is written over the "From:" line of the header.

Overview

The Orange County Transportation Authority is currently implementing the OC Streetcar project. Updates are provided to the Board of Directors on a quarterly basis. This report provides an update on OC Streetcar project activities from March 2020 through May 2020.

Recommendation

Receive and file as an information item.

Background

The Orange County Transportation Authority (OCTA), in cooperation with the cities of Santa Ana and Garden Grove, is implementing a modern streetcar running between the Santa Ana Regional Transportation Center (SARTIC) in the City of Santa Ana (City) and the intersection of Harbor Boulevard and Westminster Avenue in the City of Garden Grove. The OC Streetcar project (Project) will improve transit connectivity and accessibility, increase transit options, relieve congestion, and provide benefits to the community, and traveling public. The Project is being implemented as part of Measure M2 Project S – Transit Extensions to Metrolink, approved by Orange County voters in November 2006.

Construction of the 4.15-mile route OC Streetcar line involves complex and specialized work, including the installation of embedded track in streets, an overhead catenary system (OCS) to supply power to the vehicles, stops with canopies, bridges, and a maintenance and storage facility (MSF).

The Project includes ten streetcar stops in each direction (four shared center platforms and six side platforms in each direction, for a total of 16 platforms). Each stop includes a canopy, benches, leaning rails, trash cans, lighting, changeable

message signs, video cameras, a public address system, and ticket vending machines, which will be procured separately. Platforms will be 14 inches high to enable level boarding. Also included is the installation of new traffic signals and transit signal priority at intersections.

The MSF can accommodate up to 15 modern streetcar vehicles and accommodates all necessary administration, operations, vehicle maintenance, parts storage, and maintenance-of-way needs for the Project. Secured exterior vehicle storage, including a wye track for turning vehicles end-for-end, a free-standing vehicle wash, employee parking, and fire department/delivery access will also be included.

On March 26, 2018, the OCTA Board of Directors (Board) awarded a contract to Siemens Mobility, Inc., (Siemens) for the manufacture and delivery of eight modern streetcar vehicles, spare parts, and special tools. On September 24, 2018, the Board awarded the Project construction contract to Walsh Construction Company II, LLC (Walsh). On November 30, 2018, the Federal Transit Administration (FTA) executed the Full Funding Grant Agreement (FFGA), securing \$149 million in federal New Starts discretionary funding for the Project. In February 2019, the FFGA was awarded through the FTA Transit Award Management System, which was the final step necessary to begin the drawdown of federal funding. Through May 2020, \$31.5 million has been drawn down on the FFGA.

Discussion

The following is a status of ongoing Project activities. Also included is a brief summary of novel coronavirus (COVID-19) impacts for both the construction contractor and vehicle manufacturer.

Construction Activities

Construction activities continued throughout the Project, with the focus on construction of the Santa Ana River and Westminster Avenue bridges, the MSF, and relocation of storm drain, sewer, and water systems within the City's streets. Walsh has continued to follow state and local health care agency requirements regarding COVID-19 safety precautions, including appropriate social distancing and face coverings. While Walsh has submitted a force majeure letter and notified OCTA of potential supply chain disruptions, no COVID-19 cost or schedule impacts have been reported to date.

Bridges and Pacific Electric Right-of-Way (PEROW)

The Santa Ana River Bridge foundations, columns, and abutments were installed during the 2019 dry season. Bridge beams were pre-cast offsite and installed in mid-May, and the bridge deck will be cast-in-place concrete on top of the pre-cast beams. Work on the retaining walls on both sides of the Santa Ana River Bridge is progressing, with the walls scheduled to be completed in July 2020.

Foundations, abutments, and the center pier for the bridge over Westminster Avenue were completed in December 2019. Falsework and reinforcing steel was installed for the soffit and stem and concrete placed in April 2020. The bridge deck concrete pour is scheduled for early June 2020.

Hauling of hazardous materials from the PEROW was delayed in March 2020 due to the contractor's non-compliance with federal and state contract requirements for hazardous waste handling and management. OCTA is coordinating closely with the contractor on preparation of a hazardous waste management work-plan that fulfills these requirements. Hauling and disposal of the hazardous materials will resume in June 2020.

Rail fabrication is in the final stages after challenges relating to quality verification requirements were addressed. Following completion of the PEROW grading, rail sticks will be delivered and then welded into several hundred-foot-long rail strings for installation in City streets and on the PEROW. Special track will be fabricated beginning in June 2020.

Maintenance and Storage Facility

Construction of the MSF is critical to the Project schedule as it is needed to accept delivery and conduct final acceptance testing for the eight vehicles being manufactured by Siemens. Construction of the service and inspection pit has been delayed by contractor quality issues, primarily from not properly protecting the excavation site from the heavy rainfalls experienced in March 2020. This resulted in substandard structural backfill soil compaction results and rejection of the work. OCTA is coordinating closely with Walsh to resolve the issues and continue work. Structural steel members for the building frame have been fabricated and will be installed following completion of the building slab.

City Streets

Wet utilities (sewer, water, and storm drains) are being relocated by Walsh as part of the construction contract. With the temporary closure of several businesses on Fourth Street and a significant reduction in traffic resulting from

stay at home orders, installation of the new water main on Fourth Street was expedited due to the City allowing a full street closure. However, relaxed closure requirements began diminishing the end of May 2020 as the City began allowing businesses to reopen. The City has also issued an executive order allowing restaurants to utilize on-street parking areas and side streets along Fourth Street for outdoor dining setup to mitigate COVID-19 social distancing business impacts. This may have short-term impacts on construction activities along Fourth Street. Most of the water mains are installed, with several cut-overs from the old mains to the new mains scheduled to be completed in June 2020. Sewer work is complete, with the exception of a line on French Street, which is scheduled to be completed this summer.

Storm drain relocations have been especially challenging to complete due to the extensive number of undocumented underground utilities that have been encountered. The approach of opening up a large section of the street to expose and survey all potential utility conflicts and adjusting the profile of the storm drain has been successful. The significant storm drains remaining are on Broadway and Main Street, which are expected to be completed this summer.

To accommodate the OCS, approximately 250 foundations are being installed in the sidewalk area, or planter strip between the curb and sidewalk, in the street running segment between Raitt Street and SARTC. In over half of the locations excavated to date, the contractor has encountered numerous additional undocumented underground utilities, including small conduits for irrigation, street lights, traffic signals, and residential service laterals. Hand digging up to the first five feet of each OCS foundation is the best approach to minimize the risk of damaging an undocumented utility. A similar approach is recommended for the installation of the traffic signal and street light pole foundations. A contract change order to accommodate this work is being prepared and will be presented to the Board in June 2020 for approval.

OCTA is coordinating closely with the City to enhance the quality of pavement affected by the significant amount of utility work. The contractor has complied with requests to temporarily restore pavement conditions, recognizing that the pavement conditions will again be disrupted with the start of the embedded track installation. OCTA is committed to continuing to coordinate with the City and the contractor to ensure pavement conditions meet contract requirements and City standards.

Dry utilities (electric, communications, and gas) are being relocated by the owners of these systems, with most of these third-party utility relocations complete. Remaining work includes Southern California Edison's removal of underground vaults on Santa Ana Boulevard after Verizon completes its

relocations. The relocations of dry utilities have stayed ahead of Walsh’s activities.

Vehicle Manufacturing and Delivery

On March 19, 2020, OCTA was notified by Siemens that production had ceased on all vehicles due to a health order issued by Sacramento County. Once Siemens was determined to be an essential business, the production plant was subsequently reopened in a phased manner. In early April 2020, Siemens returned to a 100 percent production level of the OC Streetcar vehicle. In addition to the brief closing of the plant, Siemens reported some initial material shortages and delivery delays from suppliers. However, OCTA has not been notified by Siemens of any reported impacts to the overall delivery schedule.

During the reporting period, the first article inspection (FAI) was conducted for the truck assembly. The trucks contain the motor, gearbox, braking system, and the vehicle steel wheels. Outstanding FAIs that require out-of-state travel are on hold due to current travel restrictions.

The following is a summary of each of the eight vehicles’ production status:

Vehicle No.	Status
01	<ul style="list-style-type: none"> • Girder and carshell complete. • Doors and windows installed • Floor painted • Roof installed • Water test conducted • Trucks staged for installation
02	<ul style="list-style-type: none"> • Girder and carshell complete. • Truck painted and staged for equipping
03-04	<ul style="list-style-type: none"> • Car shell fabrication in process
05-08	<ul style="list-style-type: none"> • Girder set complete

Parallel to production of the vehicle carshells, final design review continues for remaining vehicle components, including the crash energy management and energy absorbing bumper, emergency battery drive, and flange lube system. These items are anticipated to be closed out next quarter.

Staff continues to receive weekly reports from OCTA’s on-site vehicle inspector with details of production progress, pictures of the work completed, and the upcoming production schedule and milestones. The on-site vehicle inspector also reviews the subcontractors’ manufacturing processes and performs critical quality control checks.

Coordination is ongoing between Conduent Transportation, OCTA, and Siemens in the design of the computer-aided dispatch and automated vehicle location, as well as the communications equipment on the vehicles. Coordination also continued between OCTA, Siemens, and Walsh in the integration of the streetcar vehicle with the infrastructure, including the tracks, platforms, MSF, and wayside equipment and systems.

Operations and Maintenance (O&M) Contract

On May 22, 2020 the OCTA Board approved the award of the O&M contract to Herzog Transit Services (Herzog). In the next quarter, staff will finalize negotiations with Herzog, execute the contract, and prepare for issuance of the Notice to Proceed.

Public Outreach

Outreach activities in this quarter remained focused on keeping the community and stakeholders informed of construction activities along the corridor with increasing focus on digital communication tools. The biweekly construction news email alert was refreshed with simplified formatting for easier viewing on phones and other handheld devices.

In mid-March 2020, direct contact in the community was halted due to newly-established COVID-19 protocols. Community events were cancelled, and outreach staff suspended tabletop presentations. Outreach staff provided electronic and phone communications to inform residential and business owners of specific activities, such as interruptions to water service or connections to fire service lines. When electronic and phone communications were not available, door hangers were used to ensure notification.

The Project app remains a source of current information about Project activities. The photo library within the app continues to offer a variety of images for those interested in seeing the Project's progress, including the Westminster Bridge.

As businesses in downtown Santa Ana (downtown) shifted focus from in-person dining to delivery and pick-up services, outreach provided coordination for allowing access to businesses and deliveries when construction had closed streets. The City works closely with the downtown businesses through its economic liaison office, and a weekly call has been established with members of the Santa Ana Business Improvement District to discuss needs throughout the COVID-19 response. OCTA outreach staff also participates on the calls to provide construction updates and assist with resolving access issues and accommodations the City is making to expand outdoor dining opportunities.

Although in-person events are cancelled, some such as the Santa Ana Artwalk have gone virtual. OCTA supports these events through ads on the Project's social media platforms.

The Eat Shop Play (ESP) program has grown to 25 members and the program's website continues to be updated with new profiles. More than 29 social media ads have run in the past few months highlighting the ESP businesses offering take-out and delivery services.

On February 24, 2020, the Board approved entering into agreements with two business associations that directly support Santa Ana's Business Improvement District. The two business associations will provide quarterly updates to OCTA., with the first update expected in July 2020. OCTA staff and association representatives meet on a monthly basis to discuss the coordination between its business activities and OCTA outreach efforts.

Cost and Schedule

The Project cost, as included in the FFGA, remains at \$407.7 million, including \$37.96 million in contingency. As of May 2020, approximately \$22.8 million in contingency has been expended or committed. As reported to the Board in February 2020, the revenue service date is anticipated for mid-2022. Work is underway on an updated risk analysis to adjust the Project cost estimate and schedule. Staff will return to the Board to present the results of this analysis and any cost and schedule adjustments that are needed.

Next Steps

Construction activities in the next quarter are scheduled to include preparation of pits and slabs for the MSF building foundations, constructing retaining walls and approach fills for the Westminster Avenue and Santa Ana River bridges, the superstructure for the Westminster Avenue Bridge, preparation for ballasted track installation in the PEROW, and the start of in-street embedded track installation. Next steps for vehicles include finalizing design for remaining vehicle components, additional first article inspections, and continued production and assembly for the remaining vehicles. Upcoming outreach activities include coordination with the construction team and the City regarding traffic control measures that will be needed for the in-street embedded track installation.

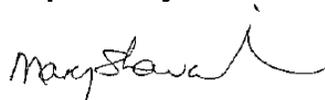
Summary

An OC Streetcar project update is provided for the Orange County Transportation Authority Board of Directors' review.

Attachment

None.

Prepared by:



Mary Shavalier
Program Manager
(714) 560-5856

Approved by:



James G. Beil, P.E.
Executive Director, Capital Programs
(714) 560-5646

OC Streetcar Project Quarterly Update

Construction—Segment 1



- Santa Ana River Bridge - Pre-cast bridge beams were installed mid-May; good progress being made on the retaining walls on both sides of the bridge
- Westminster Bridge - Concrete stem pour completed in April; concrete deck pour scheduled for early June
- Maintenance and Storage Facility (MSF) - Construction of the service and inspection pit was delayed by contractor quality issues

Santa Ana River Bridge



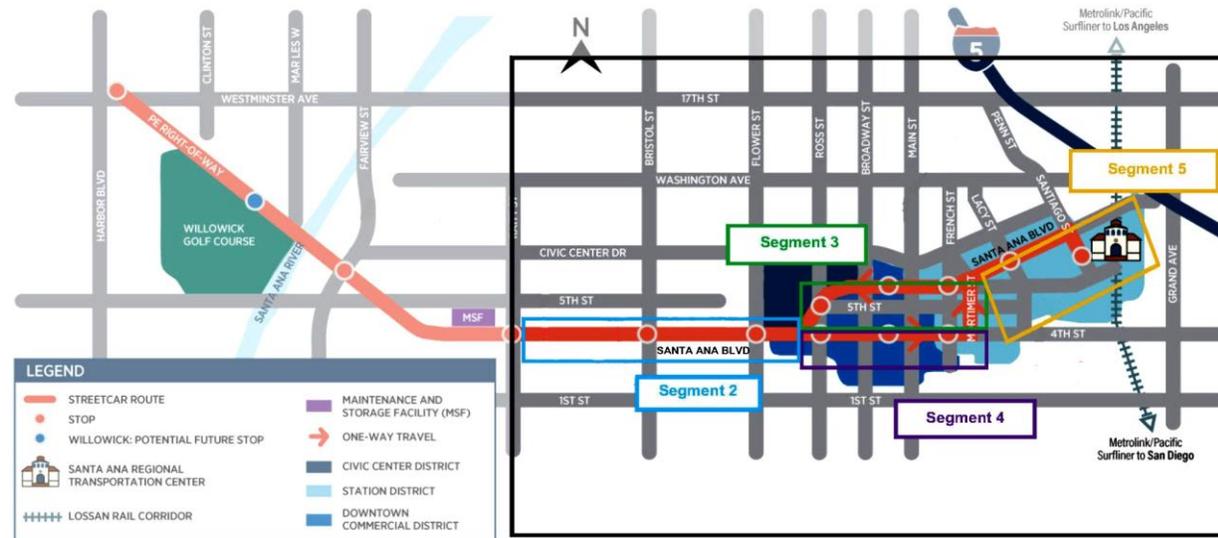
Westminster Avenue Bridge



Maintenance and Storage Facility (MSF)



Construction—Segments 2 Through 5



- Wet utilities relocated by OCTA's contractor: water, sewer, and storm drain
 - Sewer work is complete except for a line on French Street which is scheduled to be completed this summer
 - Most of the water mains are installed; several cut-overs from the old mains to the new mains are scheduled to be completed in June
 - Storm drain relocations have been challenging to complete due to the extensive number of undocumented underground utilities; the significant storm drains remaining are on Broadway and Main Street which are expected to be completed this Summer
- Installation of pole foundations to support overhead catenary system, traffic signal and street lights underway; undocumented utilities are being encountered in many locations. Contract change order for hand excavation of pole foundations to minimize risk is scheduled for the June 22nd Board meeting

Vehicles

- All eight vehicles in various stages of production
- First article inspection was conducted for the truck assembly
- Finalizing outstanding items from final design review
- Ongoing coordination with Conduent and Siemens on computer-aided dispatch and automated vehicle location design specifications
- Ongoing coordination between OCTA, Siemens, and Walsh Construction Company II, LLC, in the integration of the streetcar vehicle with the infrastructure, including the tracks, platforms, MSF, and wayside equipment and systems



Vehicle Interior



OC Streetcar Outreach – Support

Eat, Shop, Play

- 23 business web profiles
- 29 social media ads
- Bi-weekly e-newsletter

Eat Shop Play Deals

Present this coupon (on your phone or print) to the business at the time of purchase to redeem (all deals are subject to change).

Arts & Entertainment -



6pm-10pm on the First Saturday of each month

[VIEW DETAILS](#)



Sign up for GENE's Newsletter and receive 20% off of your first order

[VIEW DETAILS](#)

Eat & Drink +

Kaizen Shabu

EAT SHOP PLAY
DOWNTOWN SANTA ANA

Order Shabu to go.
 (714) 486-3464 | kaizenshabu.com
 303 N Spurgeon St, Santa Ana, CA 92701

OC STREETCAR
octa.net/eatshopplay

Furr Friends Pet Supply

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DOWNTOWN SANTA ANA

Curbside Pick-up & Free Delivery for Some Zip Codes!
 (657) 212-5331 | furrfriends.com
 219 W. 4th St, Santa Ana, CA 92701

OC STREETCAR
octa.net/eatshopplay

EAT SHOP PLAY
DOWNTOWN SANTA ANA

OC STREETCAR

Anuncio en Español

Governor Newsom has issued a "stay at home" executive order to help reduce the spread of COVID-19. Construction of public transportation projects is considered an essential service and is exempt from this order. Work will continue on the OC Streetcar project as scheduled.

The Orange County Transportation Authority (OCTA) Eat Shop Play program supports businesses located along the future OC streetcar route. Benefits to customers include special deals and coupon promotions, invitations to community events and free parking for the first 2 hours in nearby structures. Learn more at octa.net/eatshopplay.

Check out some of our featured businesses and events below!



Saturday, May 2

Digital Artwalk

4PM - 8 PM

dtsaartwalk.org

This Saturday, on May 2nd, local artists will be sharing their work via live stream on the Downtown Santa Ana Facebook Page starting at 6 PM.

[Learn More](#)



Tuesday, May 5

The Frida Cinema 10-Hour Social Distancing Stream-a-Thon Fundraiser

12 PM - 10 PM

thefridacinema.org

Join The Frida Cinema for their second fundraising live stream. Donations can be made by texting the word FILM to 714-276-6080 or at thefridacinema.kindful.com.

[Learn More](#)



Every Tuesday

DTSA Farmer's Market

253 E 3rd St.
Santa Ana, CA 92701

10 AM - 2 PM

downtown-santaana.com

Come support this local, essential small business. Serving the community every Tuesday starting at 10 AM.

[Learn More](#)

OC Streetcar Outreach – Construction

- E-blasts
- Social media
- Mobile app
- Phone calls
- Doorhangers
- Business agreements



Hello Downtown Santa Ana! Starting today, May 11, crews will be installing storm drains at 4th Street and Mortimer Street in preparation for the OC Streetcar. Make sure to watch out for a northbound lane closure on Mortimer Street and to follow posted detour signs. Thanks for your patience!



OC Streetcar @ocstreetcar · Apr 20
Crews will be busy at work! Watch out for road closures as crews are installing storm drains on 4th Street from Spurgeon Street to French Street starting the week of 4/20. Please follow posted detour signs & thx for your patience!



Construction Alert Week of April 27, 2020

Governor Newsom has issued a "stay at home" executive order to help reduce the spread of COVID-19. Construction of public transportation projects is considered an essential service and is exempt from this order. Work will continue on the OC Streetcar Project as scheduled.

Si tiene alguna pregunta acerca del proyecto del OC Streetcar, llame a Robert Chevez al (909) 714-0172.

Foundation installation for the poles necessary to carry the overhead wiring of the OC Streetcar will continue in Segment 2

- Construction activities include excavation, trenching, concrete pours and road work and restoration
- Tree trimming and tree removals may be necessary along the streetcar route. Crews will follow all necessary guidelines for monitoring possible bird nesting's with an arborist
- Temporary parking and lane closures may be in place

Water pipeline and storm drain work will continue along the streetcar route

- Construction activities include excavation, trenching, installation of water pipelines and storm drains, and road work and restoration
- Temporary parking and lane restrictions may be in place

Access will be maintained for all residents and businesses. Construction activities are dependent on weather and resource availability.

For specific work activities in your area, see the segment overviews below. For daily updates, please download the OC Streetcar app available in the [Apple Store](#) and [Google Play](#).





June 22, 2020

To: Members of the Board of Directors

From: Darrell E. Johnson, Chief Executive Officer

A handwritten signature in blue ink, appearing to read "Darrell Johnson", is written over the name of the Chief Executive Officer.

Subject: Contract Change Order for Hand Digging of Overhead Contact System, Traffic Signal, and Streetlight Pole Foundations for the Construction of the OC Streetcar Project

Overview

On September 24, 2018, the Orange County Transportation Authority Board of Directors authorized Agreement No. C-7-1904 with Walsh Construction Company II, LLC, for construction of the OC Streetcar project. A contract change order is required to undertake hand digging of the overhead contact system, traffic signal, and streetlight pole foundations.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 16.1 to Agreement No. C-7-1904 with Walsh Construction Company II, LLC, in the amount of \$1,400,000, for hand digging of the overhead contact system, traffic signal, and streetlight pole foundations for the construction of the OC Streetcar project.

Discussion

On September 24, 2018, the Orange County Transportation Authority (OCTA) Board of Directors (Board) awarded a contract to construct the OC Streetcar project (Project) to Walsh Construction Company II, LLC (Walsh). The Notice to Proceed with construction was issued to Walsh on March 4, 2019. Construction activities are underway, with the focus on construction of the maintenance and storage facility and the underground storm drain, sewer, and water utility relocations within City of Santa Ana (City) streets. Installation of foundations and retained approaches for both the new 350-foot long bridge across the Santa Ana River and the bridge over Westminster Avenue is also underway.

One Project element in progress is the installation of foundations to support the overhead contact system (OCS), traffic signal, and streetlight poles. Within the street-running segment of the Project, between Raitt Street and Santa Ana Regional Transportation Center (SARTC), an estimated 250 OCS foundations are being installed. There are also 65 foundations to support new and relocated traffic signal poles. In addition, an estimated 105 foundations for new streetlights are scheduled to be installed commencing this summer.

The contract with Walsh requires OCS pole foundations that were identified as being within the vicinity of known utilities to be hand dug to prevent damage to utility lines, with the remaining foundations installed by drilling. As Walsh proceeded with drilling foundation holes not in the vicinity of the known utilities, an extensive number of undocumented underground utilities were encountered, including small conduits for irrigation, streetlights, traffic signals, and residential service laterals. These are primarily residential connections into the City's water and gas lines that are not mapped by the City and are not identified by Dig Alert, the legally-required utility identification for the Project.

It was determined that hand digging all pole foundations is the best approach for minimizing risks associated with damaging an undocumented utility. To keep work on the OCS and traffic signal pole foundations proceeding and minimize delays, an initial contract change order (CCO), in the amount of \$198,808, is being processed for 53 locations. The work includes hand digging the top of each pole foundation down to five feet, surveying the existing and revised pole location, and hauling and disposal of the rubble and dirt.

An independent cost estimate, which provides an order of magnitude cost for the continued work to hand dig OCS, traffic signal, and streetlight pole foundations, has been prepared by the construction management team. The cost of the additional work is estimated at \$1,400,000, and includes assumptions on the number of pole foundations that will require hand digging based upon what has been experienced to date with the OCS pole foundation excavations. The estimate uses negotiated unit prices for the specific work efforts of surveying, hand digging, hauling, and disposal. This is a not-to-exceed amount with actual costs dependent upon the number of pole foundations that require hand digging.

Payment will be made at the agreed-upon unit price amount for each foundation completed. The unit price incorporates a credit for the excavation work that was included in the base contract bid for all foundation types.

Walsh has also requested time-related overhead be paid as part of the CCO because the Project schedule may be impacted. It was agreed that this request would be deferred until the required time impact evaluation is provided and reviewed by OCTA. Staff will return to the Board for approval of any required

supplemental costs related to the change when the final impacts have been agreed to by both OCTA and Walsh.

The cost of the work will be funded from the Project contingency, because the work was unknown and not evident when the Project cost estimate was prepared. It will not increase the Project cost of \$407.7 million, as defined in the Full Funding Grant Agreement.

Procurement Approach

The initial procurement was handled in accordance with OCTA's Board-approved procedures for public works projects. These procedures, which conform to both federal and state requirements, require that contracts are awarded to the lowest responsive, responsible bidder after a sealed bidding process. On September 24, 2018, the Board authorized Agreement No. C-7-1904 with Walsh, in the amount of \$220,538,549, for construction of the Project.

Proposed CCO No. 16.1, in the amount of \$1,400,000, will increase the cumulative value of the contract to \$235,602,422, as shown in Attachment A. Board approval is required for CCO No. 16.1, pursuant to the State of California Public Contracting Code Section 20142.

Fiscal Impact

The additional work for this Project is included in OCTA's Fiscal Year 2019-20 Budget, Capital Programs Division, accounts 0051-9017-TS010-Z54, 0051-9017-TS010-Z52, and 0051-9017-TS010-Z42, and is funded with Federal Transit Administration Section 5309 New Starts and local Measure M2 funds.

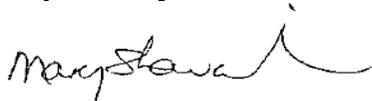
Summary

Staff recommends Board of Directors' authorization for the Chief Executive Officer to negotiate and execute Contract Change Order No. 16.1 to Agreement No. C-7-1904 with Walsh Construction Company II, LLC, in the amount of \$1,400,000, for hand digging of the overhead contact system, traffic signal, and streetlight foundations for the construction of the OC Streetcar project.

Attachment

- A. Walsh Construction Company II, LLC, Agreement No. C-7-1904, Contract Change Order (CCO) Log

Prepared by:



Mary Shavalier
Program Manager
(714) 560-5856

Approved by:



James G. Beil, P.E.
Executive Director, Capital Programs
(714) 560-5646



Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623

**Walsh Construction Company II, LLC
Agreement No. C-7-1904
Contract Change Order (CCO) Log**

CCO No.	Title	Status	Date Executed	Cost	Remarks
1	Demolition, Removals, and Disposal at the Maintenance and Storage Facility (MSF) Property	Approved	6-20-2019	\$199,749	
1.1	Demolition, Removals, and Disposal at the MSF Property Additional Funding	Approved	6-25-2019	\$113,884	
2	Removal and Disposal of Contaminated Materials at the MSF Property	Approved	6-25-2019	\$200,000	
2.1	Removal and Disposal of Contaminated Materials at the MSF Property Additional Funding	Approved	8-15-2019	\$160,000	
3	Removal and Disposal of Contaminated Materials within the Orange County Transit District-Owned Pacific Electric Right-of-Way (PEROW)	Approved	9-12-2019	\$1,600,000	
3.1	Removal and Disposal of Contaminated Materials Within the Orange County Transit District-Owned PEROW and Other Project Areas	Approved	2-25-2020	\$7,278,795	
4	Required Work to Address Utility Conflicts	Approved	8-27-2019	\$200,000	
4.1	Required Work to Address Utility Conflicts Additional Funding	Approved	2-25-2020	\$833,300	
4.2	Required Work to Address Utility Conflicts Additional Funding	Pending	6-09-2020	\$2,426,000	
5	Tree Removal and Trimming	Pending	6-09-2020	\$129,216	
6	Revisions to Special Conditions and soil excavation management plans	Pending		\$0	
7	Orange County Sanitation District Specifications Revisions	Pending	6-09-2020	\$82,445	
8	Maintenance Path Profile	Pending	6-09-2020	\$6,055	
10	UT Testing	Pending	6-09-2020	\$0	
11	Opticom Vehicles	Pending	6-09-2020	\$40,120	
15	Overhead Contact System (OCS) and Traffic Signal Utility Conflicts	Pending		\$195,723	
16	Hand digging and Survey for OCS and Traffic Signal Pole Foundation	Pending		\$198,808	
16.1	Hand digging and Survey for OCS, Traffic Signal, and Streetlight Pole Foundations	Pending		\$1,400,000	

Subtotal Executed CCOs	\$10,585,728
Subtotal Pending CCOs	\$4,478,367
TOTAL CCOs	\$15,064,095
ORIGINAL VALUE	\$220,538,649
PROPOSED REVISED VALUE	\$235,602,744