

(ETTM) System Contractor, the Design-Build Contractor for the 405 Improvement Project, and the Roadway Service Contractor for the I-405. It is critical that close coordination with interfacing contractors occurs throughout the Term. CONTRACTOR shall fully cooperate with AUTHORITY and the parties to all other contracts and carefully integrate and schedule its own Work with said contractors.

B. CONTRACTOR shall be required to perform Work in the AUTHORITY's CSC Facility(ies). CONTRACTOR shall be subject to and shall comply with the terms of any associated leases and shall coordinate with the landlord in all aspects of its occupancy and operations at the Facility(ies).

C. Should problems in coordination with other contractor(s) occur, the CONTRACTOR shall make AUTHORITY aware of these problems immediately and shall take steps to address the problems and mitigate any delays or additional costs.

D. CONTRACTOR shall cooperate with such other contractors or forces performing construction or work of any other nature within or adjacent to the Sites specified in order to avoid any delay or hindrance to such other contractors or forces. AUTHORITY reserves the right to perform other or additional work at or near the Site (including material sources) at any time, by the use of other forces.

E. CONTRACTOR shall be responsible to other contractor(s) for all damage to work, to persons or property caused by CONTRACTOR, its Subcontractor(s), or its Suppliers, and losses caused by unnecessary delays or failure to finish the Work within the time specified for completion. Any damage to Work, persons or property of CONTRACTOR by other contractors shall be the responsibility of other contractor(s) and CONTRACTOR shall have no claim against AUTHORITY or Caltrans.

F. Upon Approval of the design, including Project infrastructure, construction, or installation design, CONTRACTOR shall assume responsibility for the design to the extent that if the Work is installed as designed and the BOS or CSC does not meet the Performance Measurements of this AGREEMENT, the CONTRACTOR shall be responsible for the costs of redesign, civil rework, and additional Equipment costs and any other costs associated with the

sub-standard performance.

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ARTICLE 32. INSPECTION OF SITE

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the Work including, but not restricted to, building locations, Facilities, conditions, size, layout, parking, transportation, disposal, availability of labor, roads, and other similar physical conditions at the Sites, and the character of Equipment and Facilities needed preliminary to and during prosecution of the Work. Any failure by CONTRACTOR to acquaint itself with the available information will not relieve it from responsibility for the difficulty or cost of successfully performing the Work. AUTHORITY assumes no responsibility for any conclusions or interpretations made by CONTRACTOR on the basis of the information made available by AUTHORITY.

ARTICLE 33. REQUIREMENTS FOR REGISTRATION OF DESIGNERS

All design and engineering Work furnished by CONTRACTOR shall be performed by or under the supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in the State of California, by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the Work in accordance with the AGREEMENT documents and who shall assume professional responsibility for the accuracy and completeness of the design documents and construction documents prepared or checked by them.

ARTICLE 34. SEISMIC SAFETY REQUIREMENTS

CONTRACTOR agrees to ensure that all Work performed under this AGREEMENT including work performed by a Subcontractor is in compliance with the standards required by the Seismic Safety Regulations.

ARTICLE 35. ASSIGNMENTS AND SUBCONTRACTS

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between AUTHORITY and any Subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be

as fully responsible to AUTHORITY for the acts and omissions of its Subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its Subcontractor(s) is an independent obligation from AUTHORITY's obligation to make payments to the CONTRACTOR.

B. Neither this AGREEMENT nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this AGREEMENT be subcontracted by CONTRACTOR, without the prior written consent of AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this AGREEMENT.

C. CONTRACTOR shall perform the Work contemplated with resources available within its own organization; and no portion of the Work pertinent to this AGREEMENT shall be subcontracted without written authorization by AUTHORITY's Contract Administrator, except that, which is expressly identified in the Approved Price Proposal.

D. CONTRACTOR shall pay its Subcontractors within seven (7) Calendar Days from receipt of each payment made to CONTRACTOR by AUTHORITY.

E. All subcontracts in excess of \$25,000 entered into as a result of this AGREEMENT shall contain all of the provisions stipulated in this AGREEMENT to be applicable to Subcontractors.

F. Any substitution or addition of Subcontractor(s) must be Approved in writing by the AUTHORITY's Contract Administrator, prior to the start of work by the Subcontractor(s).

G. AUTHORITY hereby consents to CONTRACTOR's subcontracting portions of the Scope of Work and Requirements to the parties identified below with their subcontract function described below. CONTRACTOR shall include in the subcontract agreement the stipulation that CONTRACTOR, not AUTHORITY, is solely responsible for payment to the Subcontractor for the amounts owing, and that the Subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors,

employees or sureties for nonpayment by CONTRACTOR.

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Subcontractor Name/Addresses	Subcontractor Function

H. CONTRACTOR shall engage the Collection Agency(ies) and Merchant Services Providers identified above as Subcontractors. The subcontracts between CONTRACTOR and such Collection Agency(ies) and Merchant Service Provider(s) shall name the AUTHORITY as an intended third-party beneficiary or alternatively as a party to the subcontract, as determined by AUTHORITY, and shall incorporate requirements for Collection Agency(ies) and Merchant Services Provider(s) set forth in the Scope of Work and Requirements. Notwithstanding paragraph G of this Article, payment to the Collections Agency(ies) and Merchant Services Provider(s) shall be as set forth in the subcontracts for this Work.

I. AUTHORITY shall have the right to Approve all of the terms and conditions of the Collection Agency(ies) and the Merchant Service Provider(s) agreements prior to execution.

ARTICLE 36. TRANSITION AND SUCCESSION

A. CONTRACTOR acknowledges that the Work and Scope of Work and Requirements are vital to AUTHORITY and must be continued without interruption. Upon termination of the AGREEMENT, a successor(s) (AUTHORITY or a new contractor(s)) may be responsible for providing this Work. The CONTRACTOR agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor(s).

B. Upon expiration of the Term or termination of the AGREEMENT, whether for cause or convenience, CONTRACTOR shall have accomplished a complete transition of the Work being terminated from CONTRACTOR and any Subcontractors to the successor(s) without any interruption of

or adverse impact on the Work or any other services provided by third parties (the "Disentanglement"). CONTRACTOR shall cooperate with AUTHORITY and any successor(s) and otherwise promptly take all steps required to assist AUTHORITY in effecting a complete Disentanglement. CONTRACTOR shall provide all information regarding the Work or as otherwise needed for Disentanglement, including data conversion, files, interface specifications, training staff assuming responsibility, and related professional services, to the successor(s), all included as a part of the CONTRACTOR Price Proposal. CONTRACTOR shall provide for the prompt and orderly conclusion of all Work, as AUTHORITY may direct, including completion or partial completion of projects, documentation of Work in process, and other measures to assure an orderly transition to the successor(s). All Work related to Disentanglement as may reasonably be requested by AUTHORITY shall be deemed a part of the base Work and shall be performed by CONTRACTOR at no additional cost to AUTHORITY. CONTRACTOR's obligation to provide the Work shall not cease until Disentanglement is satisfactory to AUTHORITY, including the performance by CONTRACTOR of all asset-transfers and other obligations of CONTRACTOR provided in this Article, has been completed.

C. The Disentanglement process shall begin on any of the following dates: (i) the date prior to end of AGREEMENT, which AUTHORITY has provided in its Notice that CONTRACTOR should commence Disentanglement (ii) the date, prior to the end of any initial or extended term when AUTHORITY provides Notice to CONTRACTOR that AUTHORITY elected not to extend pursuant to the AGREEMENT, or (iii) the date at which any Termination Notice is delivered, if AUTHORITY elects to terminate any or all of the Work pursuant to this AGREEMENT.

D. CONTRACTOR and AUTHORITY shall discuss in good faith a plan for executing CONTRACTOR's Disentanglement obligations and for the transfer of Work in accordance with the Scope of Work and Requirements, however, CONTRACTOR's obligation under this AGREEMENT to provide all Work necessary for Disentanglement shall not be lessened in any respect. CONTRACTOR shall develop with the new provider and/ or AUTHORITY staff, an End of Agreement Transition Plan as set forth in the Scope of Work and Requirements describing the nature and extent of transition Work required.

An updated End of Agreement Transition Plan and dates for transferring responsibilities for each division of Work shall be submitted within thirty (30) Calendar Days of Notice provided under Paragraph C of this Article. Upon completion of AUTHORITY review, all parties will meet and resolve any additional requirements/differences. CONTRACTOR shall be required to perform its Disentanglement obligations on an expedited basis, as determined by AUTHORITY, if AUTHORITY terminates the AGREEMENT for cause.

E. Specific Obligations

The Disentanglement shall include the performance of the following specific obligations:

1. Third-Party Authorizations:

Without limiting the obligations of CONTRACTOR pursuant to any other clause herein, CONTRACTOR shall, subject to the terms of any third-party contracts and licenses provided by CONTRACTOR, procure at no charge to AUTHORITY any third-party authorizations necessary to grant AUTHORITY the use and benefit of any third-party contracts and licenses between CONTRACTOR and third-party contractors used to provide the Work, pending their assignment to AUTHORITY.

2. Transfer of Assets:

CONTRACTOR shall convey to AUTHORITY all AUTHORITY assets in CONTRACTOR's possession and other CONTRACTOR Project assets as AUTHORITY may select, or dispose of such assets in accordance with the Article 42, Disposition of BOS as a Service.

3. Transfer of Leases, Licenses, and Contracts:

CONTRACTOR, at its expense, shall convey or assign to AUTHORITY such leases, licenses, and other contracts used by CONTRACTOR, AUTHORITY, or any other person in connection with the Work, as AUTHORITY may select. CONTRACTOR's obligation described herein, shall include CONTRACTOR's performance of all obligations under such leases, licenses, and other contracts to be performed by it with respect to periods prior to the date of conveyance or assignment and CONTRACTOR shall reimburse AUTHORITY for any losses resulting from any claim that CONTRACTOR did not perform any such obligations. CONTRACTOR shall also obtain for AUTHORITY the right, upon Disentanglement,

to obtain maintenance (including all Enhancements , Updates, and Upgrades) and support with respect to the assets that are the subject of such leases and licenses at the price at which, and for so long as, such maintenance and support is made commercially available to other customers of such third parties whose consent is being procured hereunder. CONTRACTOR shall transfer Intellectual Property in accordance with Articles 25, 26, and 27.

4. Delivery of Documentation:

CONTRACTOR shall deliver to AUTHORITY all documentation and data related to AUTHORITY, including AUTHORITY data held by CONTRACTOR. CONTRACTOR shall retain all data necessary to comply with the requirements for record retention and audit established in this AGREEMENT.

5. Hiring of CONTRACTOR Employees:

CONTRACTOR shall cooperate with (and shall cause its Subcontractors to cooperate with) AUTHORITY in offering employment, at the sole discretion of AUTHORITY, to any or all skilled or specially trained CONTRACTOR employees (and to any or all employees of CONTRACTOR's Subcontractors) that are substantially involved in the provision of Work whether such offers are made at the time of, after, or in anticipation of expiration or termination of the AGREEMENT Term.

6. Maintenance of Assets:

CONTRACTOR shall maintain all Hardware, Software, Systems, networks, technologies, and other assets utilized in providing Work to AUTHORITY (including leased and licensed assets) in good condition and in such locations and configurations as to be readily identifiable and transferable to AUTHORITY or its designees in accordance with the provisions of this AGREEMENT; additionally, CONTRACTOR shall insure such assets in accordance with this AGREEMENT.

7. Continued Provision of Staffing:

CONTRACTOR shall provide sufficient experienced personnel in each division of Work during the entire transition period to ensure that the Work is maintained at the level of proficiency required by the AGREEMENT.

F. CONTRACTOR shall remain obligated to provide Work at AUTHORITY's request for up to twelve (12) months after completion and Approval of the Disentanglement Work enumerated above, and AUTHORITY shall pay for this Work at the rates set forth in the AGREEMENT for additional services. This paragraph F expressly survives the Term.

ARTICLE 37. CONFLICT OF INTEREST

A. CONTRACTOR agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, CONTRACTOR is unable, or potentially unable to render impartial assistance or advice to AUTHORITY; CONTRACTOR's objectivity in performing the Work identified in the Scope of Work and Requirements is or might be otherwise impaired; or CONTRACTOR has an unfair competitive advantage or is engaging in activities that AUTHORITY considers adverse to the 405 Express Lanes. CONTRACTOR is obligated to fully disclose to AUTHORITY in writing Conflict of Interest issues as soon as they are known to CONTRACTOR. 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 38. PROHIBITION

A. 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 Highway Delivery Department, may not perform Work under this AGREEMENT.

B. 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 I-405 Improvement Project, may not perform Work under this AGREEMENT.

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

ARTICLE 39. CODE OF CONDUCT

CONTRACTOR agrees to comply with AUTHORITY's Code of Conduct as it relates to third-party contracts, which is hereby referenced and by this reference is incorporated herein.

CONTRACTOR agrees to include these requirements in all of its subcontracts.

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ARTICLE 40. HEALTH AND SAFETY REQUIREMENTS

CONTRACTOR shall comply with all the requirements set forth in Exhibit F, titled "Level 1 HEALTH, SAFETY and ENVIRONMENTAL SPECIFICATIONS." As used therein, "CONTRACTOR" shall mean "CONTRACTOR," and "Subcontractor" shall mean "Sub-contractor."

ARTICLE 41. CONTRACTOR PURCHASED EQUIPMENT

A. Prior Approval by AUTHORITY's Project Manager shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract. CONTRACTOR 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 CONTRACTOR's Cost Proposal and exceeding \$2,500.00, three (3) competitive quotations must be submitted with the request, or the absence of bidding (sole source) must be adequately justified.

C. Any Equipment purchased as a result of this AGREEMENT is subject to the following: CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having useful life of at least one year and an acquisition cost of \$5,000.00 or more. Upon the expiration or termination of this AGREEMENT, AUTHORITY may elect to retain the Equipment, require CONTRACTOR to decommission and dispose of the Equipment at no cost to AUTHORITY, or require CONTRACTOR to sell such Equipment at the best price obtainable at a public or private sale, and credit AUTHORITY in an amount equal to the sale price. AUTHORITY may also elect to allow CONTRACTOR to keep the Equipment, in which case AUTHORITY and CONTRACTOR shall come to agreement on a mutually acceptable fair market value price. AUTHORITY may elect to require CONTRACTOR to hire an appraiser at CONTRACTOR's cost, in order to determine a basis for a fair market value price. If CONTRACTOR sells 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.

D. All subcontracts entered into as a result of this AGREEMENT shall contain all of the provisions of this Article.

ARTICLE 42. DISPOSITION OF BOS AS A SERVICE

AUTHORITY shall have the right to assume all required licenses, leases, and service agreements to allow uninterrupted use, operation and Maintenance of the Equipment and services under the same terms as those provided to CONTRACTOR for such services.

CONTRACTOR shall effect the transfer of title, or assignment of leases, service agreements and licenses, as applicable, as a part of the Disentanglement Work and AGREEMENT closeout.

ARTICLE 43. OWNERSHIP OF REPORTS AND DOCUMENTS

A. The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of AUTHORITY, and CONSULTANT shall have no property right therein whatsoever. Copies may be made for CONSULTANT's records but shall not be furnished to others without written authorization from AUTHORITY. Immediately upon termination, AUTHORITY shall be entitled to, and CONSULTANT shall deliver to AUTHORITY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this Agreement which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by AUTHORITY.

B. Additionally, it is agreed that such deliverables shall be deemed works made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including without limitation, copyright) belongs to and shall be the sole and exclusive property of AUTHORITY without restriction or limitation upon its use or dissemination by AUTHORITY.

C. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,

descriptions, and all other written information submitted to CONTRACTOR in connection with the performance of this AGREEMENT shall not, without prior written Approval of AUTHORITY, be used for any purposes other than the performance under this AGREEMENT, nor be disclosed to an entity not connected with such performance.

D. CONTRACTOR acknowledges and agrees that privacy of 405 Express Lanes customers is of paramount importance to AUTHORITY and its customers. CONTRACTOR shall comply with AUTHORITY's privacy policies, all applicable Governmental Rules, and Business Rules pertaining to confidentiality, privacy, handling, retention, reporting and disclosure, and limiting or restricting collection, use or dissemination of PII and shall not sell, transfer, disclose or otherwise use such information for any purpose other than in performance of its duties under this AGREEMENT. CONTRACTOR shall indemnify AUTHORITY with regard to any failure to comply with this Article 43 in accordance with Article 14, Indemnification.

E. CONTRACTOR may only use AUTHORITY's Data to perform functions as defined by this AGREEMENT, including the Scope of Work and Requirements. Access to AUTHORITY's Data shall be restricted only to CONTRACTOR's and its Subcontractor's personnel who need the AUTHORITY's Data to perform their duties in the performance of this AGREEMENT, and shall not, at any time, be disclosed or divulged except as expressly provided herein.

F. CONTRACTOR shall inform all of its officers, employees, agents, and Subcontractors providing Work of the confidentiality provisions of this AGREEMENT. CONTRACTOR shall require that any CONTRACTOR personnel, Subcontractor(s) or other third party with whom CONTRACTOR will disclose or disseminate AUTHORITY Data, in whole or in part, execute and adhere to an agreement incorporating the provisions of this Section. Nothing in this Article shall allow CONTRACTOR to disclose or disseminate AUTHORITY Data without prior written consent and CONTRACTOR shall deliver to AUTHORITY all executed agreements with Subcontractors prior to any authorized disclosure and dissemination.

G. Subject to Paragraph C in the case of PII, CONTRACTOR may use such information for

Violation processing and collection and shall release the PII to:

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1. AUTHORITY, upon request, for the purposes of carrying out this AGREEMENT or functions with respect to the 405 Express Lanes Project; and

2. California DMV, other state DMVs, or other third parties Approved in advance by AUTHORITY to receive PII as necessary to assist in collection of debt or payments owing.

H. CONTRACTOR shall implement physical, electronic and managerial safeguards to prevent unauthorized access to PII and to implement destruction of records containing PII in accordance with the records retention provisions of this AGREEMENT.

I. CONTRACTOR shall not use AUTHORITY's names, logos, branding, photographs of the Project, or any other publicity pertaining to the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.

J. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be released by CONTRACTOR to any other person or agency except after prior written Approval by AUTHORITY, except as necessary for the performance of Work under this AGREEMENT. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be handled only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

K. Applicable patent rights provisions regarding rights to inventions shall be included in the AGREEMENT as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

L. AUTHORITY may permit copyrighting reports or other agreement products. If copyrights are permitted, the Agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE 44. AUDIT AND INSPECTION OF RECORDS

A. CONTRACTOR and any subconsultant shall permit AUTHORITY, the State, and the

FHWA if federal participating funds are used in this Agreement, to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.

B. 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 AGREEMENT pursuant to Government Code 8546.7; CONTRACTOR, Subcontractors, 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 of California, 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 CONTRACTOR 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.

C. CONTRACTOR 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 CONTRACTOR's performance hereunder.

D. 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 35, Assignments and Subcontracts, of this AGREEMENT, and such language must be included in CONTRACTOR's agreements with its Subcontractors, resulting from this AGREEMENT.

ARTICLE 45. 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.

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B. Not later than thirty (30) Calendar Days after issuance of the final audit report, CONTRACTOR may request a review by AUTHORITY's Internal Audit of unresolved audit issues. The request for review shall be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by AUTHORITY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this AGREEMENT.

ARTICLE 46. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. CONSULANT agrees that the CFR, Title 48, Chapter 1, Part 31, Contract Cost Principles and Procedures, shall be used to determine the cost allowability of individual terms of costs.

B. CONTRACTOR also agrees to comply with Federal procedures in accordance with CFR, Title 2, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under CFR Title 48, Part 31 or CFR Title 2, Part 200, are subject to repayment by CONTRACTOR to AUTHORITY.

ARTICLE 47. CONTRACT WORK HOURS AND SAFETY STANDARDS

A. If the maximum cumulative payment obligation of this AGREEMENT exceeds \$100,000, CONTRACTOR agrees to comply with the Federal Contract Work Hours and Safety Standards (40 U.S.C. Section 3701 et seq. as supplemented by 29 CFR part 5). Under 40 U.S.C. Section 3702, CONTRACTOR shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of forty (40) hours.

1. Overtime requirements: CONTRACTOR, and any Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics, shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic

receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of paragraph (A) of this Article, CONTRACTOR and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, CONTRACTOR and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this Article, in the sum of \$10 for each Calendar Day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by paragraph (A) of this Article.

3. Withholding for unpaid wages and liquidated damages: FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or Subcontractor under any such contract or any other Federal contract with CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of CONTRACTOR or Subcontractor for unpaid wages and liquidated damages as provided in this Article.

4. Subcontracts: CONTRACTOR shall insert in any subcontracts the clauses set forth in paragraphs (A) of this Article and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraph A of this Article.

B. CONTRACTOR agrees to comply with U.S. DOL Regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 CFR part 1904; "Occupational Safety and Health Standards," 29 CFR part 1910; and "Safety and Health Regulations for Construction," 29 CFR part 1926.

ARTICLE 48. GENERAL WAGE RATES AND DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

A. State Prevailing Wage and Labor Code Requirements. Notice is hereby given that, in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, CONTRACTOR is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public works is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California (DIR) is required to and has determined such general prevailing rates of per diem wages. CONTRACTOR agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Copies of such prevailing rates of per diem wages may be obtained online at (<http://www.dir.ca.gov/>), are on file at the AUTHORITY's office, and will be available to any interested party upon request. In accordance with the Labor Code, no workman employed upon Work under this AGREEMENT shall be paid less than the above referenced prevailing wage rate. A copy of said rates shall be posted at each job site during the course of construction.

1. This AGREEMENT is subject to compliance monitoring and enforcement by the DIR. The DIR shall monitor and enforce compliance with applicable prevailing wage requirements for this AGREEMENT. The reporting requirements may be found at <https://www.dir.ca.gov/Public-Works/Contractors.html>. CONTRACTOR is responsible for complying with all requirements of the DIR, including filing electronic payroll reports.

2. Pursuant to Labor Code Section 1771.1, CONTRACTOR and any Subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Section 10164 or 20103.5, provided CONTRACTOR is registered to perform public work pursuant to

Section 1725.5 at the time the Contract is awarded. CONTRACTOR shall not perform any work under this AGREEMENT with any Subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

3. Pursuant to Labor Code Section 1771.4, CONTRACTOR will post all job site notices, as prescribed by regulation.

4. CONTRACTOR, and all Subcontractors, shall comply with the provisions of Labor Code Sections 1777.5 and 1777.6 concerning the employment of apprentices. CONTRACTOR shall have full responsibility for compliance with such Labor Code sections for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

5. CONTRACTOR agrees to comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said Section. CONTRACTOR is responsible for compliance with Section 1776 by all Subcontractors.

6. CONTRACTOR agrees to comply with all applicable Labor Code provisions governing legal working hours and shall forfeit, as a penalty to AUTHORITY, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each Calendar Day during which the laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in any one Calendar Day and forty (40) hours in any one calendar week in violation of the Labor Code.

7. In accordance with the provisions of Labor Code Section 3700, CONTRACTOR will be required to secure the payment of compensation to his or her employees.

B. Federal Prevailing Wage Rates and Anti-Kickback.

1. CONTRACTOR shall comply with the Davis-Bacon Act, 40 U.S.C. Sections 3141-3144 and Sections 3146-3148, as supplemented by U.S. DOL regulations at 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." Under 49 U.S.C. Section 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA-assisted construction, alteration, or repair projects. In accordance with the statute,

CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. CONTRACTOR agrees to pay wages not less than once per week. CONTRACTOR shall comply with the Davis-Bacon Labor Provisions of 29 CFR Section 5.5, as set forth in Exhibit A, "General Provisions."

2. CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. Section 3145), as supplemented by U.S. DOL regulations at 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

ARTICLE 49. PROHIBITION ON PROVIDING ADVOCACY SERVICES

CONTRACTOR and all Subcontractors performing work under this AGREEMENT, shall be prohibited from concurrently representing or lobbying for any other party competing for a contract with AUTHORITY, either as a prime contractor or subcontractor. Failure to refrain from such representation may result in termination of this AGREEMENT.

ARTICLE 50. FEDERAL, STATE AND LOCAL LAWS

CONTRACTOR warrants that in the performance of this AGREEMENT, it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.

ARTICLE 51. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this AGREEMENT, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay

or other forms of compensation; and selection for training, including apprenticeship.

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ARTICLE 52. STATEMENT OF COMPLIANCE

During the performance of this AGREEMENT, CONTRACTOR, for itself, its assignees and successors in interest agree as follows:

A. CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. Nondiscrimination: During the performance of this AGREEMENT, CONTRACTOR and its Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. CONTRACTOR and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. Compliance with Regulations: CONTRACTOR shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI

provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: CONTRACTOR, with regard to the Work performed by it during the AGREEMENT shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the AGREEMENT covers a program whose goal is employment.

E. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AUTHORITY to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to AUTHORITY as appropriate, and shall set forth what efforts it has made to obtain the information.

F. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with nondiscrimination provisions of this AGREEMENT, AUTHORITY shall impose sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to CONTRACTOR under the AGREEMENT until CONTRACTOR complies; and/or

2. Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections

12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in all programs,
/
activities, and services of public entities, as well as imposes specific requirements on public and private
providers of transportation.

H. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs
(A) through (G) in every lower-tier subcontract, which exceeds \$100,000, including procurements of
materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant
thereto, and that all such sub recipients shall certify and disclose accordingly. CONTRACTOR shall take
such action with respect to any subcontract or procurement as AUTHORITY may direct as a means of
enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event
CONTRACTOR becomes involved in, or is threatened with, litigation with a Subcontractor or Supplier as
a result of such direction, the CONTRACTOR may request AUTHORITY to enter into such litigation to
protect the interests of AUTHORITY, and, in addition, CONTRACTOR may request the United States to
enter into such litigation to protect the interests of the United States.

ARTICLE 53. NOTICE OF LABOR DISPUTE

Whenever CONTRACTOR has knowledge that any actual or potential labor dispute may delay
its performance under this AGREEMENT, CONTRACTOR shall immediately notify and submit all
relevant information to AUTHORITY. CONTRACTOR shall insert the substance of this entire clause in
any subcontract hereunder as to which a labor dispute may delay performance under this AGREEMENT.
However, any Subcontractor need give notice and information only to its next higher-tier Subcontractor.

ARTICLE 54. CLEANING UP

A. CONTRACTOR shall at all times keep the Facilities and Sites, including storage areas
used by it, clean and free from accumulations of waste material or rubbish. Upon completion of the Work,
CONTRACTOR shall leave the Facilities and Sites in a clean, neat and workmanlike condition satisfactory
to AUTHORITY.

B. After completion of all Work on the Project, and before making application for Final

Acceptance of the Work in the Implementation Phase and Project closeout in the O&M Phase, Project closeout by AUTHORITY will be withheld until CONTRACTOR has satisfactorily complied with the foregoing requirements for final cleanup of the Project.

C. Full compensation for conforming to the provisions in this Article, not otherwise provided for, shall be considered as included in price of this AGREEMENT and no additional compensation will be allowed therefore.

ARTICLE 55. RACE-CONSCIOUS DBE CONTRACT PROVISIONS FOR DOT-ASSISTED CONTRACTOR CONTRACTS

A. AUTHORITY or CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the AUTHORITY deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the CONSULTANT from future proposing as non-responsible.

CONSULTANT agrees to include these requirements in all subcontracts at any tier.

B. In conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," AUTHORITY has established a three (3%) percent Disadvantaged Business Enterprise (DBE) participation goal for the services required in this Agreement.

C. At the time of contract execution, the CONSULTANT committed to utilize one or more Disadvantaged Business Enterprise (DBE) Firms in the performance of this DOT-assisted contract. CONSULTANT agrees to enter into agreements with the DBE subconsultants listed on Attachment

“Consultant Contract DBE Commitment Caltrans Exhibit 10-O2”, Form D-1, and ensure they perform / work and/or supply materials in accordance with original commitments. No changes to CONSULTANT’s DBE commitment shall be made until proper review and approval by AUTHORITY is rendered in writing.

D. CONSULTANT must take appropriate actions to ensure that it will satisfy good faith efforts to attain the DBE goal and/or the DBE commitment made at award (whichever is higher), when change orders or other modifications alter the dollar amount of the Agreement or the distribution of work. CONSULTANT must apply and report its DBE goal commitment against the total current Agreement value, including any change orders and/or amendments.

E. If there is a DBE goal and/or DBE commitment on the Agreement, CONSULTANT must complete and submit within the specified timelines, DBE documentation electronically through an AUTHORITY-approved electronic reporting system.

F. CONSULTANT shall comply with all the requirements set forth in Attachment A titled, “DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR U.S. DOT-ASSISTED CONTRACTS”, which is attached to and, by this reference, incorporated in and made a part of this Agreement.

ARTICLE 56. PROHIBITED INTERESTS

D. CONTRACTOR covenants that, for the Term of this AGREEMENT, no director, member, officer or employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter, shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

E. No member of or delegate to, the Congress of the United States shall have any interest, direct or indirect, in this AGREEMENT or to the benefits thereof.

ARTICLE 57. COVENANT AGAINST CONTINGENT FEES

CONTRACTOR warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONTRACTOR; to solicit or secure this AGREEMENT; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any

fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award, or formation of this AGREEMENT. For breach or violation of this warranty, AUTHORITY shall have the right to annul this AGREEMENT without liability, or at its discretion; to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 58. PROHIBITION OF EXPENDING LOCAL AGENCY, STATE OR FEDERAL FUNDS FOR LOBBYING

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any local, State or Federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.

2. If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was 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 U.S. Code Title 31 Section 1352,. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand (\$10,000) dollars and not more than one hundred thousand (\$100,000) Dollars for each such failure.

C. CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed one hundred

thousand (\$100,000) dollars, and that all such sub recipients shall certify and disclose accordingly.

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ARTICLE 59. PRIVACY ACT

A. CONTRACTOR shall comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying AGREEMENT.

B. CONTRACTOR agrees to include this requirement in all its subcontracts at any tier.

ARTICLE 60. INCORPORATION OF FEDERAL TERMS

All contractual provisions required by United States Department of Transportation (USDOT), including the Federal Highway Administration (FHWA), whether or not expressly set forth in this document, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all federally mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any requests, which would cause AUTHORITY to be in violation of the USDOT or FHWA terms and conditions.

ARTICLE 61. FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable USDOT regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between AUTHORITY and USDOT, as they may be amended or promulgated from time to time during this AGREEMENT. CONTRACTOR's failure to comply shall constitute a material breach of AGREEMENT.

ARTICLE 62. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

AUTHORITY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying AGREEMENT, absent the express written consent by the Federal Government, the Federal Government is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to AUTHORITY, CONTRACTOR, or any other party (whether or not a party to this AGREEMENT) pertaining to any matter resulting from the underlying AGREEMENT. CONTRACTOR agrees to include these requirements in all of its Subcontracts.

ARTICLE 63. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

A. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Accordingly, by signing this AGREEMENT, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying agreement of the FHWA assisted project for which this AGREEMENT's work is being performed. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

B. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or part with Federal assistance awarded by FHWA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. on the CONTRACTOR, to the extent the Federal Government deems appropriate. CONTRACTOR agrees to include this requirement in all of its subcontracts.

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ARTICLE 64. RECYCLED PRODUCTS

A. CONTRACTOR shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of CFR, Title 40, Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of CFR, Title 40, Part 247.

B. CONTRACTOR agrees to include this requirement in all of its Subcontracts.

ARTICLE 65. ENERGY CONSERVATION REQUIREMENTS

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy Conservation Act.

ARTICLE 66. CLEAN AIR

A. CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONTRACTOR shall report each violation to AUTHORITY, who will in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CONTRACTOR agrees to include this requirement in all of its Subcontracts.

B. CONSULTANT agrees to include this requirement in each subcontract exceeding \$150,000.

ARTICLE 67. CLEAN WATER REQUIREMENTS

A. CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq. CONSULTANT shall report any violations of use of prohibited facilities to the USDOT and US EPA.

B. CONTRACTOR agrees to include this requirement in each subcontract exceeding \$150,000.

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ARTICLE 68. FLY AMERICA REQUIREMENT

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

ARTICLE 69. BUY AMERICA

A. If the maximum cumulative payment obligation of this AGREEMENT exceeds one hundred fifty thousand dollars (\$150,000), CONTRACTOR shall comply with the “Buy America” requirements of 49 U.S.C. Section 5323(j) and 49 CFR part 661, as amended, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

B. CONTRACTOR shall furnish a Certificate of Compliance, conforming to the provisions of this Article, for all steel and iron materials.

C. CONTRACTOR shall ensure all Subcontractors at every tier comply with these requirements.

ARTICLE 70. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR’s signature affixed herein, shall constitute a certification under penalty of

perjury under the laws of the State of California, that CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed in writing to the AUTHORITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

ARTICLE 71. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONTRACTOR hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONTRACTOR within the immediately preceding two-year period because of CONTRACTOR's failure to comply with an order of a federal court that orders CONTRACTOR to comply with an order of the National Labor Relations Board.

ARTICLE 72. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to the AUTHORITY's operations, which are designated confidential by the AUTHORITY and made available to the CONSULTANT in order to carry out this Agreement, shall be protected by the CONSULTANT from unauthorized use and disclosure.

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B. Permission to disclose information on one occasion, or public meeting held by the AUTHORITY relating to the Agreement, shall not authorize the CONSULTANT to further disclose such information or disseminate the same on any other occasion.

C. CONTRACTOR shall not comment publicly to the press or any other media regarding the Agreement or ~~AUTHORITY's LOCAL AGENCY's~~ actions on the same, except to ~~AUTHORITY's LOCAL AGENCY's~~ staff, CONSULTANT's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the AUTHORITY, and receipt of the AUTHORITY's written permission.

ARTICLE 73. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONTRACTOR warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any AUTHORITY employee. For breach or violation of this warranty, AUTHORITY shall have the right in its discretion, to terminate the Agreement without liability, to pay only for the value of the work actually performed, or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE 74. EVALUATION OF CONSULTANT

CONTRACTOR's performance will be evaluated by AUTHORITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with any comments shall be retained as part of the Agreement record.

ARTICLE 75. FORCE MAJEURE

Either party shall be excused from performing its obligations under this AGREEMENT during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control,

including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party; and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

ARTICLE 76. NO THIRD-PARTY BENEFICIARIES

Unless otherwise expressly stated herein, it is not intended under this Agreement to create any third-party beneficiaries under the Agreement or to authorize anyone not a Party to the Agreement to maintain any legal action or other proceeding for any cause of action or claim based on the Agreement.

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3 This AGREEMENT shall be made effective upon execution by both parties.

4 **IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT No. C-0-2690 to be
5 executed on the date first above written.

6 **CONTRACTOR**

ORANGE COUNTY TRANSPORTATION AUTHORITY

7
8 By: _____

By: _____

9 Darrell Johnson
Chief Executive Officer

10
11 APPROVED AS TO FORM:

12
13 By: _____

14 James M. Donich
General Counsel

15
16 APPROVED:

17
18 By: _____

19 Kirk Avila
General Manager
Express Lanes Programs

20
21 Date: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR U.S. DOT-ASSISTED CONTRACTS

I. DBE Participation

It is the CONSULTANT'S responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and AUTHORITY's DBE program developed pursuant to these regulations.

If CONSULTANT has committed to utilize a DBE in the performance of this U.S. DOT-assisted contract, CONSULTANT'S submitted "DBE Participation Commitment Form," in combination with the executed subcontract and/or purchase order will be utilized to monitor CONSULTANT'S DBE commitment. Unless otherwise directed and/or approved by AUTHORITY prior, CONSULTANT must not effectuate any changes to its DBE participation commitment.

CONSULTANT must complete and submit all required DBE documentation to effectively capture DBE utilization on AUTHORITY's U.S. DOT-assisted contracts whether achieved race neutrally or race consciously. No changes to CONSULTANT'S DBE commitment shall be made until proper review and approval by AUTHORITY is rendered in writing.

To ensure full compliance with the requirements of 49 CFR, Part 26 and AUTHORITY's DBE Program, CONSULTANT must:

- A. Take appropriate actions to ensure that it will satisfy good faith efforts to meet the DBE agreement goal and continue to meet the DBE commitment made at award, when change orders or other modifications alter the dollar amount of the Agreement or the distribution of work. CONSULTANT must apply and report its DBE goal commitment against the total Agreement value, including any 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"), 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 Financial Assistance Programs".

The project is subject to these stipulated regulations and AUTHORITY's DBE Program. To ensure that AUTHORITY achieves its overall DBE Program goals and objectives, AUTHORITY encourages the participation of DBEs as defined in 49 CFR, Part 26, in the performance of agreements financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of 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. AUTHORITY is firmly committed to the DBE Program objectives, which are designed to:

- A. Ensure non-discrimination in the award and administration of AUTHORITY's U.S. DOT-assisted contracts;
- B. Create a level playing field by which DBE's can fairly compete for AUTHORITY's U.S. DOT-assisted contracts;
- C. Ensure that AUTHORITY's DBE Program and Overall Goals are narrowly tailored in accordance with applicable law;
- D. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBE's in the AUTHORITY's DBE Program;
- E. Help remove barriers which impede the participation of DBE's in AUTHORITY's U.S. DOT-assisted contracts;
- F. Promote the use of DBE's in all types of U.S. DOT-assisted contracts and procurement activities conducted by AUTHORITY;
- G. Provide training and other assistance through our resource partners to address capital, bonding, and insurance needs;
- H. Assist in the development of DBE firms that can compete successfully in the marketplace outside of the DBE Program; and
- I. Establish and provide opportunities for DBEs by providing flexibility in the implementation of AUTHORITY's DBE Program.

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 AUTHORITY's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations must prevail.

III. AUTHORITY's DBE Policy Implementation Directives

Pursuant to the provisions associated with Title 49 CFR, Part 26, the Disadvantaged Business Enterprise ("DBE") Program exists to ensure participation, equitable competition, and assistance

to participants in the U.S. DOT DBE program. Accordingly, based on the AUTHORITY's analysis of its past utilization data, coupled with Overall Goal Methodology findings and examination of similar Agencies' disparity studies, AUTHORITY's DBE Program is implemented utilizing both race-conscious and race-neutral means. When a contract-specific DBE goal is assigned to a project, 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.

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 fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least fifty-one percent (51%) 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 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. ***"Socially and Economically Disadvantaged Individuals"*** means any individual who is a citizens (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 groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
 - a) 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.
 - b) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa";
 - ii. "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";

- iii. "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaskan Natives, or Native Hawaiians";
 - iv. "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";
 - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;"
 - vi. Women; and
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- c) 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.
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 Agreement 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 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. 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. 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.

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 AUTHORITY 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 and/or DBE commitment on the Agreement, CONSULTANT must complete and submit within the specified timelines, the following DBE documentation, electronically through e-mail or an AUTHORITY-approved electronic reporting system consistent with CONSULTANT'S DBE goal commitment:

- 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 this form to AUTHORITY by the 10th of each month until completion of the Agreement. CONSULTANT must submit first Form 103 following the first month of Agreement activity. Even if no DBE participation will be reported within a period, CONSULTANT must execute and return the form.

The Form 103 must include the following information:

1. General Agreement Information – Including Agreement Number and Title, CONSULTANT Name and the following:
 - a) Original Agreement Amount
 - b) Running Total of Change Order Amount
 - c) Current Agreement Amount
 - d) Amount Paid to CONSULTANT during Month
 - e) Amount Paid to CONSULTANT from Inception to Date
 - f) DBE Contract Goal
 - g) Total Dollar Amount of DBE Commitment

h) DBE Commitment as Percentage of Current Agreement 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 Capacity Type, 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 or Subconsultant(s) During Month and Amount Paid to CONSULTANT or Subconsultant(s) to date.

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.

3. CONSULTANT Assurance of Full Compliance with Prompt Payment Provisions

CONSULTANT must sign the prompt payment assurance statement of compliance contained within the Monthly Form 103, providing assurance that timely payments have been issued to all Subconsultants in accordance with regulatory mandates and as required by 49 CFR Part 26.29.

4. CONSULTANT Payment Verification Summary

CONSULTANT is to further maintain and submit a Verification of Payment Summary inclusive of 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 payment made. The Verification of Payment Summary must also include:

DBE(s) and non DBE(s) invoice number, invoice amount, invoice date, 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 CONSULTANT'S Invoice. The report must 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 DBEs and non-DBEs.

CONSULTANT to submit a Verification of Payment Summary with the Monthly Form 103 submission for each DBE firm in which CONSULTANT has reflected a value paid

within the reporting period. Verification of Payment Summary must be signed by the applicable DBE and submitted with Form 103 to authenticate reported payments.

B. "Monthly DBE Trucking Verification" Form

Prior to the 10th of each month, CONSULTANT must submit documentation on the "Monthly DBE Trucking Verification," Form to AUTHORITY showing the amount paid to DBE trucking companies. CONSULTANT must also obtain and submit documentation to 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, CONSULTANT may count only the fee or commission the DBE receives as a result of the lease arrangement.

CONSULTANT must also obtain and submit documentation to 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.

C. DBE Subcontract Agreements

CONSULTANT must submit to AUTHORITY copies of executed subcontracts and/or purchase orders (PO) for all DBE firms participating on the contract within ten (10) working days of award. CONSULTANT must immediately notify AUTHORITY in writing, of any problems it may have in obtaining the subcontract agreements from listed DBE firms within the specified time.

D. Semi-Annual Subconsultant Paid Report Summary

AUTHORITY will require CONSULTANT (inclusive of DBE primes) to report payment data to lower-tiers on a semi-annual basis each year, using the "Semi-Annual Subconsultant Paid Report Summary." These reports will capture payments to CONSULTANT and payments to non-DBEs within the respective reporting period. Reported payments to lower-tiers must include a signed payment verification form.

CONSULTANT will adhere to the following submittal schedule:

- April 10th Report, reporting period: October 1st through March 31st
- October 10th Report, reporting period: April 1st through September 30th

E. Final Report-Utilization of Disadvantaged Business Enterprises (DBE)

Upon completion of the project, CONSULTANT must complete and submit a "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), Subconsultants," certified correct by CONSULTANT or the CONSULTANT'S authorized representative, to

facilitate reporting and capturing DBE attainments at conclusion of the project. The form must be furnished to AUTHORITY within thirty (30) days from the date of the project. The amount of ten-thousand dollars (\$10,000) will be withheld from payment until a satisfactory form is submitted.

F. Disadvantaged Business Enterprises (DBE) Certification Status Change

If a DBE Subconsultant 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 CONSULTANT in writing with the date of certification (Attach DBE certification/decertification letter). CONSULTANT must furnish the written documentation to AUTHORITY within ten (10) days of receipt. Upon completion of the project, 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, indicate "No Changes." The signed and certified form must be furnished to AUTHORITY within thirty (30) days from the date of project acceptance.

Failure to submit any of the required submittals above and their support documentation within the specified timeline shall result in a penalty of ten dollars (\$10) per day, per submittal document.

AUTHORITY requires CONSULTANT to maintain records and documents of payments to lower-tiers, including DBEs, for a period of four (4) years from the date of final payment by AUTHORITY, unless otherwise provided by applicable record retention requirements for CONSULTANT'S agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of AUTHORITY. This reporting requirement extends to all lower-tiers, both DBE and non-DBE.

AUTHORITY reserves the right, at its sole discretion, to demonstrate responsiveness to requirements of CFR 49 Part 26.37 by implementing the following method(s):

- a) Posting CONSULTANT payment data to a website, database, or other place accessible to Subconsultants to assist them in determining when they should expect to receive payment.
- b) Requiring CONSULTANT to use an automated reporting system, inclusive of, but not limited to, real time entry of payments made and received by CONSULTANT and their lower-tiers.

V. DBE Eligibility and Commercially Useful Function Standards

A DBE must be certified at the time of bid/proposal submission:

1. A DBE must be a small business firm defined pursuant to 13 CFR Part 121 and be certified through the California Unified Certification Program ("CUCP") at the time of bid submission. A listing of DBEs certified by the CUCP is available at the following source:

The CUCP web site, which can be accessed at <http://www.dot.ca.gov/hq/bep>.

2. A DBE may participate as a prime CONSULTANT, Subconsultant, joint venture partner, 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 work 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. The use of joint-checks for DBE firms must be approved by AUTHORITY prior to execution, and a joint-check agreement must accompany the request to AUTHORITY.
5. A DBE must perform a commercially useful function in accordance with 49 CFR Part 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 Agreement, at any tier, only the value of the work proposed to be performed by the DBE with its own work force may be counted towards DBE participation. If 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 performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the CONSULTANT'S DBE attainment.
 2. CONSULTANT is to calculate and credit participation by eligible DBE vendors of equipment, materials, and supplies toward DBE attainment as follows:
 - a) Sixty percent (60%) of expenditures for equipment, materials, and supplies

- required under the Agreement obtained from a regular dealer; or
- b) One hundred percent (100%) of expenditures for equipment, materials, and supplies required under the Agreement obtained from a DBE manufacturer.
3. The following types of fees or commissions paid to DBE Subconsultants, Brokers, and Packagers may be credited toward 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 Agreement;
 - 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 Agreement.
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 equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by the DBE-owned trucks or leased trucks with DBE drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
 - f) The DBE may lease trucks without drivers from a non-DBE truck leasing

company and if the DBE uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

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 Agreement, 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 Agreement. If a DBE CONSULTANT performs the installation of purchased materials and supplies, they are eligible for full credit of the cost of the materials.
6. 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.

VII. DBE Substitution, Termination and On-Going Good Faith Efforts

AUTHORITY requires that CONSULTANT not terminate a DBE without AUTHORITY's prior written consent. This includes, but is not limited to, instances in which CONSULTANT seeks to perform work originally designated for a DBE with its own work force or those of an affiliate, a non-DBE firm, or with another DBE firm.

AUTHORITY will provide such written consent only if it agrees, for reasons stated in the concurrence document, that CONSULTANT has good cause to terminate the DBE firm. For purposes of this section, good cause includes the following circumstances:

- A. The listed DBE subconsultant fails or refuses to execute a written contract;
- B. The listed DBE subconsultant fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE Subconsultant to perform its work on the subcontract results from the bad faith or discriminatory action of CONSULTANT;
- C. The listed DBE subconsultant fails or refuses to meet CONSULTANT'S reasonable, nondiscriminatory bond requirements;
- D. The listed DBE subconsultant becomes bankrupt, insolvent, or exhibits credit unworthiness;

- E. The listed DBE subconsultant is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 108, 215 and 1,200 or applicable state law;
- F. CONSULTANT has determined that the listed DBE subconsultant is not a responsible CONSULTANT;
- G. The listed DBE subconsultant voluntarily withdraws from the project and provides to you written notice of its withdrawal;
- H. The listed DBE is ineligible to receive DBE credit for the type of work required;
- I. A DBE owner dies or becomes disabled with the result that the listed DBE CONSULTANT is unable to complete its work on the contract;
- J. Other documented good cause that you determine compels the termination of the DBE. Provided, that good cause does not exist if CONSULTANT seeks to terminate a DBE it relied upon to obtain the Agreement so that CONSULTANT can self-perform the work for which the DBE CONSULTANT was engaged or so that CONSULTANT can substitute another DBE or non-DBE CONSULTANT after Agreement award.

Before transmitting to AUTHORITY its request to terminate and/or substitute a DBE subconsultant, CONSULTANT must give notice in writing to the DBE, with a copy to AUTHORITY, of its intent to request to terminate and/or substitute, and the reason for the request.

CONSULTANT must give the DBE five (5) days to respond to CONSULTANT'S notice and advise AUTHORITY and CONSULTANT of the reasons, if any, why it objects to the proposed termination of its subcontract or purchase order and why AUTHORITY should not approve CONSULTANT'S action. If required in a particular case as a matter of public necessity (e.g. safety), CONSULTANT may provide a response period shorter than five (5) days.

In the event of an approved DBE substitution, termination, or failure of a DBE to complete its work on the contract for any reason, the DBE must be substituted with another DBE or adequate good faith efforts must be documented by CONSULTANT within five (5) days, to the extent needed to meet the contract-specific DBE goal. Note: The five (5) day period may be extended for an additional five (5) days if necessary, at the request of the CONSULTANT.

The substitute DBE must be certified as a DBE at the time of request for substitution. CONSULTANT shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section and is approved by AUTHORITY.

Should CONSULTANT elect to submit a good faith effort documentation in lieu of proposing

additional DBE participation, AUTHORITY will review the documentation and provide a written determination to CONSULTANT stating whether or not good faith efforts have been adequately demonstrated.

The substitute DBE cannot work on the Agreement until its work eligibility has been confirmed and required subcontracts, supplies, trucking commitments, or other services have been approved by AUTHORITY.

VIII. Additional DBE SubCONSULTANTS

In the event CONSULTANT identifies additional DBE Subconsultants or suppliers not previously identified by CONSULTANT for DBE participation under the Agreement, CONSULTANT must notify AUTHORITY by submitting "Request for Additional DBE Firm," to enable AUTHORITY to verify the firm's eligibility, capacity, CUF and ensure there is not a scope conflict with another listed firm. Proposed firms cannot be applied towards CONSULTANT'S DBE participation until approved by AUTHORITY.

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 specific 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 U.S. DOT-assisted contracts. CONSULTANT is 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. Dispute Resolution

All contracts in excess of five-hundred thousand dollars (\$500,000) shall contain provisions or conditions which will allow for dispute resolution remedies in instances where CONSULTANTs violate or breach DBE Program requirements, inclusive but not limited to, prompt payment and provide for such sanctions and penalties as may be appropriate.

CONSULTANT shall incorporate this Section into each subcontract related to work arising under this Agreement and shall not incorporate by reference.

CONSULTANT and subconsultant agree to notify AUTHORITY within five (5) business days of any prompt payment and/or DBE Program disputes which cannot be settled by discussions

between the parties involved.

CONSULTANT and subconsultant further agree to proceed through informal meetings, mediation, or any combination thereof as further detailed below. Dispute submittals shall include the method(s) of dispute resolution selected, terms, timeframes, and a detailed summary of assistance being requested (as applicable).

I. INFORMAL MEETINGS:

AUTHORITY is available to assist CONSULTANT with coordination of informal meeting requests to assist in the resolution of disputes between CONSULTANT and subconsultant. AUTHORITY's DBELO or a designated DBE support representative will conduct the informal meetings with parties in dispute. Representatives from CONSULTANT and subconsultant for the purpose of dispute resolution, must include individuals authorized to bind each interested party. All parties must agree to the procedure.

II. Mediation

The parties to a contract may agree to endeavor to settle a dispute through informal mediation under independent third-party organizations. AUTHORITY's DBELO and her designated support staff is considered an independent third party. Submission to informal mediation is voluntary; it is not binding and offers advisory opinions.

Performance During Dispute: Unless otherwise directed by AUTHORITY, CONSULTANT and its sub tiers shall continue performance under the Agreement while matters in dispute are being resolved.

Flow Down Requirements: The dispute resolution provisions flow down to all tiers.

These provisions shall not apply to disputes between CONSULTANT and AUTHORITY. These provisions do not alter in any way or waive compliance with other provisions in the Agreement.

XI. 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. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement, or such other remedy as AUTHORITY deems appropriate, which may include, but is not limited to:

Withholding monthly progress payments;

Assessing sanctions;

Liquidated damages; and/or

Disqualifying CONSULTANT from future bidding/proposing as non-responsible.

In instances of identified non-compliance, a Cure Notice will be issued to CONSULTANT identifying the DBE non-compliance matter(s) and specifying the required course of action for remedy.

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 AUTHORITY to reconsider AUTHORITY's DBE determination.

Failure to respond within the ten (10) working day period will constitute a waiver of CONSULTANT'S right to appeal. If CONSULTANT files an appeal, 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 CONSULTANT'S appeal, AUTHORITY decides to uphold the decision to impose DBE administrative remedies on CONSULTANT, the written determination must state the specific remedy(ies) 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 the Agreement and is subject to administrative remedies including withholding at a minimum of two percent (2%) of the invoice amount due per month for every month that the identified non-compliance matter(s) is not remedied. Upon satisfactory compliance, AUTHORITY will release all withholdings.

In addition to administrative remedies defined in this section, AUTHORITY is not precluded from invoking other contractual and/or legal remedies available under federal, state or local laws.

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
1.	Project Management		
1.1.	Project Management and Control		
	The Project is divided into two overlapping phases: The Implementation Phase (from Effective Date 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.		
	The PMP shall include, but is not limited to:		
	· Project scope and key Deliverables, tracked using a numbered Contract Deliverables Requirements List (CDRL);		
	· a description of the staff management and organization of the Project; an organization chart; identification of Key Team Personnel and their associated responsibilities, and identification of the resources to be used in fulfilling the Requirements;		
	· 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;		
	· approach to issue management, including communication, escalation and resolution of Project issues with the Authority;		
	· approach to communication management, including meeting schedules and team meetings;		
	· the format of the Implementation Phase monthly progress report;		
	· inclusion of the Approved Baseline Implementation Schedule;		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
3	· a description of the process for reporting and tracking the Approved Baseline Implementation Schedule and Project performance;		
	· 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;		
	· process for resolution if a change request scope and cost proposal is rejected by the Authority;		
	· 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);		
	· approach to risk management, including communication, escalation and resolution of Project risks with the Authority;		
	· approach to Quality Assurance and Quality Control;		
	· approach to Subcontractor management, including how issues with Subcontractors will be resolved in a timely manner;		
	· approach to procurement management which adheres to the Authority's policies;		
	· approach to operational readiness including a Go-Live check list;		
	· documenting the invoice submission; invoice backup information; verification, and Approval process;		
	· a section with all Approved Project forms;		
	· approach to Project closeout and		
	· 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 Team 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 thirty (30) Calendar 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.		
	The Contractor shall develop and submit communications procedures to the Authority for review and Approval that address the following, including but not limited to:		
	· 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;		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
7	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 Contractor's 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.		
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 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.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
14	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:		
	· 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.		
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 the Implementation Phase, 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	The Contractor shall set up, facilitate and participate in meetings during the Implementation Phase, including but not limited to:		
	· 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.		
17	The Contractor shall set up, facilitate and participate in meetings during the Operations and Maintenance Phase, including but not limited to:		
	· 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		
	· Operations and Maintenance Phase meetings shall be structured and scheduled per the Approved Maintenance Plan.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
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	The progress report includes but is not limited to:		
	· 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 Change;		
	· 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;		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	· 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 Contractor'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 conform to the Requirements and the Agreement.		
34	The Contractor shall establish procedures for the selection of Third-Party Service Providers in accordance with the Agreement. The Contractor shall ensure the Subcontractors, Third-Party Service Providers 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.		
1.6. Baseline Implementation Schedule and Contract Deliverables Requirements List (CDRL)			

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	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	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:		
	· staffing;		
	· key intersection points/dependencies with the ETTM System Contractor;		
	· document development;		
	· any required improvements to CSC and WIC Sites;		
	· fit-out/installation (including communications infrastructure installation) at 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	The Schedule shall include the milestone dates shown in RFP Exhibit C as modified and Approved per the Agreement.		
39	The Schedule shall also include coordination activities with the Authority, other contractors, and all Third-Party Service Providers and shall clearly document all coordination tasks.		
40	Upon Approval of the Baseline Implementation Schedule by the Authority, the schedule shall become the Approved Baseline Implementation Schedule.		
41	The Schedule shall identify all milestones and tasks, starting with the Agreement’s Effective Date through the BOS Acceptance.		
42	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.		
43	The Schedule shall identify all critical path tasks and shall be used to manage the Project.		
44	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.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
45	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.		
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.		
2. Staffing and Key Team 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 Team Personnel are readily accessible to the Authority during the Implementation and Operations and Maintenance Phases.		
51	The Contractor shall submit replacement requests for Key Team Personnel to the Authority for review and Approval prior to replacement of an individual. Key Team 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 Team Personnel immediately with an acting replacement after the position is empty. Failure to promptly replace open Key Team 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 Team Personnel			

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
57	The Contractor shall provide the following Key Team Personnel for this Project, shown Table 2-1: Key Team 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 Team Personnel to be included in the Contractor's organizational structure.		
58	The Contractor shall attempt to fill Key Team Personnel positions with the minimum experience provided in Table 2-1: Key Team Personnel. The Authority will use the experience levels provided in assessing and Approving Key Team Personnel.		
2.3. Other Required Personnel			
	In addition to the Key Team 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 Analytics Specialist.		
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).		
	All Contractor employees shall undergo screening, including but is not limited to:		
	· business/personal references;		
	· illegal substance screening;		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
63	· past employment history;		
	· education verification;		
	· financial credit history;		
	· professional license and certification verification;		
	· military service verification;		
	· criminal records including misdemeanor and felony convictions and		
	· I-9 immigration status.		
64	The Contractor shall comply with all applicable laws and regulations related to operating and staffing the CSC, including but not limited to:		
	· 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	The Contractor, when conducting background investigations, shall consider and take into account the following:		
	· name search - married name, previous names, aliases and		
	· investigations must be completed and reviewed by the Contractor prior to the employee beginning work.		
66	The Contractor shall maintain hardcopy and electronic, as applicable, backup documentation on-site for all background checks.		
67	The Contractor shall maintain records of adjudication and hiring decisions on each candidate interviewed or considered for a position.		
68	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.		
69	The Contractor shall provide for bilingual (Spanish) customer service staff to support Spanish-speaking customers who call or visit during all business hours.		
3. System Development and Design Requirements			
3.1. System Development Meetings and Workshops			

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	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 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 develop a complete set of Business Rules.		
74	The Contractor shall manage, facilitate and conduct Business Rules review workshops with the Authority to develop the Business Rules for the BOS and CSC Operations.		
75	The Business Rules review workshops shall include Contractor and Authority staff.		
76	The Contractor shall facilitate and conduct a minimum of five (5) Business Rules workshops.		
77	The workshops shall continue until the Business Rules are developed to the satisfaction of both the Contractor and the Authority.		
3.3. Software Walkthroughs			

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	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 do 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.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
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.		
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.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
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.		
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.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
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.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
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:		
	· quality management and organizational structure;		
	· project management;		
	· project controls;		
	· project documentation and updates and		
	· project scheduling.		
119	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:		
	· overall design;		
	· Software development, initial and on-going;		
	· Software development standards and documentation;		
	· testing;		
	· adherence to Security Standards;		
	· installation;		
	· quality management of all BOS created customer communications and Notifications;		
	· adherence to Performance Measures;		
	· configuration management;		
	· change management;		
	· monitoring and administration and		
120	The Quality Plan shall include the Contractor's QA approach related to CSC Operations, including but not limited to:		
	· quality management of every CSC Operations function;		
	· ongoing Customer Satisfaction Surveying and how the tool and information will be used;		
	· customer service quality improvements;		
	· adherence to Security Standards;		
	· quality management and organizational structure;		
	· quality management documentation;		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	· Contractor's audits;		
	· all State and Federal audits per the Agreement;		
	· all required and Authority led audits;		
	· quality review and verification;		
	· adherence to Performance Measures and		
	· CSC initial and on-going staffing.		
4.2.2. Software Development Plan			
121	The Contractor shall develop and submit a Software Development Plan (SDP) that includes but is not limited to:		
	· 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.		
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.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
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:		
	· 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.		
132	The Contractor shall work with the Authority's marketing department in developing the Self-Service Website navigation and look and feel.		
	The SDDD shall include but not be limited to:		
	· 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;		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
133	· 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;		
	· detailed financial processing logic and flow, including interface and mapping to the Authority's financial applications;		
	· Self-Service Mobile Application (Phase II and optional) flow diagram;		
	· Self-Service Website site map;		
	· application performance monitoring design;		
	· all GUIs (including reports and screen formats);		
	· format of all correspondence for all channels and		
	· 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.		
	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:		
	· overall approach to testing, including tools and automation;		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
135	· 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;		
	· approach to validating Performance Measures;		
	· approach to validating all reporting Requirements;		
	· approach to end-to-end testing, validation and reconciliation;		
	· approach to validating BOS monitoring, logging, access, Performance Management and Monitoring System (PMMS) Requirements;		
	· approach to testing, compliance to standards, correction of defects and Software release;		
	· end-to-end testing to ensure processes, transactions/trips and their interaction are tested through their final stages or disposition;		
	· Interface testing to ETTM System, Interoperable Agencies and Third-Party Service Providers;		
	· Security Standards;		
	· financial activity and reconciliation;		
	· redundancy/failover aspects;		
	· DR aspects and		
	· 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	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:		
	· Unit Test Plan;		
	· System Integration Test Plan;		
	· User Acceptance Test Plan;		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	· On-site Installation and Commissioning Test Plan and		
	· Operational and Acceptance Test Plan.		
137	The Contractor shall provide a detailed test plan, including but not limited to:		
	· 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		
138	· description of the environment used and Software versioning.		
	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 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:		
	· the detailed implementation schedule, detailing all activities for the implementation of the BOS, including coordination with ETTM System Contractor, Third-Party Service Providers 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;		
	· resource allocation Requirements for all implementation period(s);		
	· procurement and installation of the communications network;		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	· Quality Control, Quality Assurance, inspection and testing processes;		
	· special or unique implementation Requirements;		
	· an organization chart with contact information, roles and responsibilities and includes ETTM System Contractor, Third-Party Service Providers and others as required and		
	· 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	The DRP shall document the Contractor's approach to and planning for recovering from a disaster, including but not limited to:		
	· 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;		
	· notification protocol;		
	· sites and Equipment for Disaster Recovery, presented in a diagram format;		
	· Disaster Recovery process initiation and completion checklist;		
	· coordination with the ETTM System Contractor and all Third-Party Service Providers;		
	· Software, system and data replication processes;		
	· detailed logistical processes for activation of Disaster Recovery site and systems;		
	· detailed technical processes for activation of Disaster Recovery site and systems;		
144	· detailed operational functions for activation of Disaster Recovery site and		
	· 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.		
	The DR shall include the following BOS information, including but not be limited to:		
	· 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;		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> 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	The DRP shall be tested and updated by the Contractor annually.		
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	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.		
147	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.		
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 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	The BOS Installation Plan shall incorporate all aspects of the BOS installation, start-up and Go-Live, including but not limited to:		
	<ul style="list-style-type: none"> approach to installing the BOS, including network Equipment; CSC Equipment and Desktop Environments; 		
	<ul style="list-style-type: none"> communication procedures; 		
	<ul style="list-style-type: none"> BOS licensing; 		
	<ul style="list-style-type: none"> website static content; 		
	<ul style="list-style-type: none"> phone numbers; 		
	<ul style="list-style-type: none"> BOS access control; network addresses; 		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	· 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;		
	· 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	The BOS Installation Plan shall describe the approach to testing support, including but not limited to:		
	· 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.		
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	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.		
154	The CSC Operations and Facility Mobilization Plan shall include how the Contractor will stage new operations for testing and Go-Live.		
155	The CSC Operations and Facility Mobilization Plan shall address how and where the Contractor will train the staff without disrupting current operations.		
156	The CSC Operations and Facility Mobilization Plan shall incorporate all aspects of the CSC Mobilization, including but not limited to:		
	· 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 Ramp-up/Customer Services period;		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	· staffing for initial Go-Live;		
	· security personnel as required by Contractor;		
	· administration of CCTV surveillance and physical security systems;		
	· service contracts;		
	· training and		
	· 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:		
	· customer service, billing and violation work in progress;		
	· accounts and violations in collections;		
	· Merchant Service Provider activities;		
	· transponder inventory;		
	· all printed customer collateral;		
	· all supplies and consumables on hand;		
	· hardcopy documentation;		
	· softcopy information owned by the Authority;		
	· CSCs;		
	· staffing;		
	· 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.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
163	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:		
	· 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;		
	· 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;		
	· a description of how the Contractor will communicate with the Authority and Interoperable Agencies in handling customer disputes, dismissals, payments and reconciliation;		
	· 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);		
	· emergency response management procedures, including a detailed description of how the Contractor will communicate and respond to emergency conditions and		
	· processes and procedures instituted to ensure high customer satisfaction including the details of the Customer Satisfaction Survey Provider Subcontractor 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.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
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	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:		
	· 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;		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> 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.		
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 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 (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; 		
	<ul style="list-style-type: none"> monthly reconciliation report; 		
	<ul style="list-style-type: none"> quarterly reconciliation report; 		
	<ul style="list-style-type: none"> annual reconciliation report; 		
	<ul style="list-style-type: none"> description of Contractor's process for entering, printing and sending refund checks and entering the resulting financial transactions into the Authority's financial accounting systems, including all accounts and processes required to facilitate this entire process; 		
	<ul style="list-style-type: none"> description of financial and cash/check handling controls for the CSCs and 		
	<ul style="list-style-type: none"> other operations and financial reports as needed to fully reconcile and meet the operations Requirements. 		
4.2.17. Records			

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
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	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:		
	· recordings of customer phone calls shall be on-line and readily available for a minimum of two years after the date of recording;		
	· 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	Quality-related records and data shall include but not be limited to:		
	· inspection and test results;		
	· records of Subcontractor quality programs;		
	· change request documentation;		
	· Customer Satisfaction Survey results;		
	· 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			

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
186	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:		
	· 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.		
	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.		
	· 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.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
191	<ul style="list-style-type: none"> 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. 		
	<ul style="list-style-type: none"> 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. 		
	<ul style="list-style-type: none"> 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. 		
	<ul style="list-style-type: none"> 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 Contractor's 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	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.		
193	The Waiver Form must be submitted within thirty (30) Calendar Days of the affected invoice in order to be considered by the Authority.		
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.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
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		
	· facility Requirements.		
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			
	The Contractor shall develop and submit the System Maintenance Plan that defines the approach to services, staffing and resources to fulfill the BOS Maintenance Requirements. The Contractor shall identify the Contractor's Maintenance responsibilities and shall include but not be limited to:		
	· organizational structure, organizational chart and job descriptions and responsibilities;		
	· staffing plan;		
	· approach to training;		
	· detailed BOS monitoring Requirements;		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
198	· staff schedule and locations;		
	· third-party system support agreements overview;		
	· location of offsite data storage;		
	· schedule of all System Maintenance activities, including anticipated Upgrades/Enhancement releases;		
	· description of all System Maintenance related communication methods;		
	· Maintenance procedures, communication protocols and Approval processes for BOS Upgrades, Software deployments, scheduled Maintenance activities, change management and scheduled downtime;		
	· Maintenance procedures and communications protocols for unscheduled downtime;		
	· communication protocol for coordination with Interoperable Agencies and Third-Party Service Providers and WICs;		
	· communication protocol for coordination with the Authority's other toll system vendors;		
	· trouble reporting processes, notification protocols for issues and failures, and Maintenance reporting processes;		
	· prioritization, response, escalation, and repair processes;		
	· spares levels, Equipment and third-party Software warranty tracking and return material processes;		
	· monitoring Maintenance performance for compliance with Performance Measures;		
	· sample Maintenance reports and reporting processes;		
	· processes for supporting internal and external audits;		
	· Security Standards compliance monitoring, Upgrades and safeguards;		
	· system intrusion monitoring and safeguards;		
	· Equipment replacement/refresh schedule;		
	· Upgrades to third-party Software and tools and		
	· processes in place to meet Performance Measures.		
4.2.20.2. Software Maintenance Plan			
	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:		
	· organizational structure, organizational chart with job descriptions and responsibilities;		
	· staffing plan;		
	· approach to staffing and training;		
	· approach to receiving and prioritizing Software defects (bugs);		
	· reporting, categorization, prioritization and disposition of Software defects;		
	· coverage and personnel locations;		
	· all Software Maintenance related communication methods;		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
199	· Maintenance procedures, communication protocols and Approval processes for Software Upgrades, scheduled Maintenance activities, change management and scheduled downtime;		
	· documented change control procedures;		
	· Maintenance procedures and communications protocols for unscheduled downtime;		
	· trouble reporting processes;		
	· escalation processes;		
	· sample Maintenance reports;		
	· Software updates to comply with Interoperable Agencies' specification changes and Third-Party Service Providers Interface changes;		
	· Software updates to be compliant with Security Standards and 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:		
	· a title sheet;		
	· revision history;		
	· Table of Contents;		
	· list of illustrations (if applicable);		
	· list of reference drawings and exhibits (if applicable) and 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.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
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:		
	· 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		
	· 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.		
4.2.22.2.2. BOS Finance and Financial Controls Manual			
216	The Contractor shall develop and submit the BOS Finance and Financial Controls Manual, which shall include but not be limited to:		
	· 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;		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> 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; 		
	<ul style="list-style-type: none"> complete descriptions of all reconciliation procedures and a non-technical description of the screens, reports and functions; 		
	<ul style="list-style-type: none"> illustrations and pictorial diagrams to demonstrate the step-by-step operations required for performing the balance and reconciliation functions and 		
	<ul style="list-style-type: none"> 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	Reports included in the BOS Finance and Financial Controls Manual shall have correct and accurate data.		
218	The BOS Finance and Financial Controls Manual shall be used to train the CSC finance personnel and the Authority's finance personnel.		
4.2.22.2.3. BOS Administrator Manual			
219	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:		
	<ul style="list-style-type: none"> detailed Hardware Maintenance activities and schedule; 		
	<ul style="list-style-type: none"> detailed database Maintenance activities and schedule; 		
	<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 BOS Final 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 BOS Final 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.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
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	The As-Built Drawing sets shall include but not be limited to:		
	· 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.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
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 functionally 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	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:		
	· 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;		
	· use of the BOS, including all customer contact systems and any other applicable systems;		
	· CSC Operations SOPs and		
238	· PII, PCI, data and physical security.		
	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:		
	· 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		
239	· 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.		
	Contractor training shall cover all functional areas depending on the specifics of each individual user role and job functions.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
5.1. Training Courses			
5.1.1. System Operation Overview Course			
240	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.		
241	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.		
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.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
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.		
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.		
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:		
	· course agenda;		
	· course objective;		
	· procedures for managing a training session;		
	· resources and facilities required, including Desktop Environments, power and communications Requirements;		
	· detailed lesson plans;		
	· a description of training aids and items to aid in on-the-job performance (such as where applicable, pocket guides or reference sheets);		
	· tests to be administered to assure satisfactory completion and		
	· 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.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
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	For each course, the Contractor shall provide a student workbook, including but not limited to:		
	· 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.		
	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:		
	· obtain a thorough understanding of the functions and capabilities of the BOS;		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
262	· produce all required plans and documentation;		
	· recruit CSC staff;		
	· coordinate with Third Party Service Providers;		
	· 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 optional) and		
	· meet regularly and coordinate with the Authority, the ETTM System Contractor to perform the Work.		
263	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:		
	· 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.;		
	· review and provide comments to all types of CSC plans;		
	· coordinate with other contractors and provide a detailed schedule for facility occupancy and facility mobilization and		
	· 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.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
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.		
271	The mobilization activities shall be coordinated with the Authority, the ETTM System Contractor, and Third-Party Service Providers, 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:		
	· 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			

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	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.		
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			

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	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.		
287	The Contractor shall prepare and conduct the various tests in conformance with the Master Test Plan and applicable individual test plans.		
288	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:		
	· Unit Testing;		
	· System Integration Testing;		
	· User Acceptance Testing;		
	· On-site Installation and Commissioning Testing and		
	· Operational and Acceptance Testing.		
289	The Contractor shall develop test scripts for Authority approval and use specialized automated testing Software, wherever possible, to, including but not limited to:		
	· 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;		
	· conduct load testing;		
	· conduct user Interface testing and		
	· 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.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
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:		
	· rating (severity) defects;		
	· categorizing defects;		
	· prioritizing defects;		
	· logging the date/time the defect was reported;		
	· the user who reported the defect;		
	· the erroneous behavior;		
	· the details on how to reproduce the defect;		
	· the developers who worked on the defect;		
	· life-cycle tracking and 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:		
	· Approval of all predecessor tests;		
	· Approved test procedures for each individual test;		
	· Approved test schedule;		
	· Approved inventory of test cases and scripts;		
	· successful closeout of all outstanding pre-test issues;		
	· successful dry run testing with results provided to the Authority;		
	· test data set is created and loaded into test environment;		
	· submittal of the latest Approved version of the RTM showing test validation against the Requirements and		
	· 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.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
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:		
	· to the extent possible in a Unit Testing configuration, testing for all functional elements of the BOS for conformance with the Requirements, Approved design and Business Rules;		
	· testing of 100% of all BOS components and negative testing (to the extent possible in a Unit Testing configuration) for controlled systems features;		
	· testing using actual data generated by the ETTM System Contractor and simulated data as needed;		
	· testing with Third Party Service Provider and Interoperable Agencies test environment;		
	· 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);		
	· testing the desktop computer interfaces and all peripherals;		
	· testing of user roles and security elements;		
	· all necessary Hardware and Software for the test;		
	· all necessary personnel for the test and		
	· 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 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.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
305	The Contractor shall conduct SIT, including but not limited to:		
	· 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;		
	· 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);		
	· load/performance testing of the entire BOS in terms of transaction/trip processing;		
	· full Disaster Recovery failover testing;		
	· full Disaster Recovery failover recovery (back to primary BOS) testing;		
	· validation of all Performance Measures;		
	· adherence to the Security Standards;		
	· archiving and purging process testing;		
	· comprehensive PMMS testing;		
	· testing using actual data, generated real-time (as if in a real, live production environment) by the ETM System Contractor;		
	· all Interface test scripts and documentation required to confirm that the Interfaces are operating properly;		
	· testing, as directed by the Authority, connecting to test environment systems provided by the Authority, Third-Party Service Providers and Interoperable Agencies (if available);		
	· exception testing;		
	· testing the desktop computer Interfaces and all peripherals and		
	· 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.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
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	The Contractor shall conduct Onsite Installation and Commissioning Testing using the BOS production environment including but not limited to:		
	· 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;		
	· testing of Self-Service Website and Self-Service Mobile Application (Phase II and optional);		
	· all necessary personnel for the test and		
	· updated RTM, SDDD and Business Rules so functionality can be reconciled to the documentation.		
316	The Contractor shall provide evidence of readiness to conduct mobilization and Go-Live at the BOS production environment, including but not limited to:		
	· 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.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
317	Upon Approval of the Onsite Installation and Commissioning Testing including evidence of readiness the Contractor shall begin mobilization.		
318	Upon verification and Approval of the Operational Readiness Demonstration and all testing the Contractor shall Go-Live.		
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	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.		
320	The Contractor shall have completed the following tasks to achieve Commencement of Ramp-up/Customer Services:		
	· 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;		
	· system support is operational and monitoring the operational components of the BOS and		
	· 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	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:		
	· 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 Interoperable Agencies;		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	· 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	The Contractor shall identify all anomalies and categorize by severity and priority, and all anomalies shall be addressed to the satisfaction of the Authority.		
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.		
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.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
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.		
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:		
	· 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;		
	· Interface with and electronically monitor via the PMMS any Authority or Contractor provided emergency power generation at the I-405 CSC and WIC;		
	· furnishing, installing and testing the Interfaces and connectivity between the CSC facility and the BOS;		
	· furnishing, installing and testing the Interfaces and connectivity to the ETTM System;		
	· validating the connectivity to all Interoperable Agencies as described in these Requirements and		
	· validating the connectivity to all external Interfaces to Third-Party Service Providers 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.		