

- 3.3.2.4 "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - 3.3.2.5 "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - 3.3.2.6 Women; and
 - 3.3.2.7 Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- 3.3.3 Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
- 3.4 **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals;" and (b) whose management and daily business operations are controlled by one or more such individuals.
- 3.5 **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
- 3.6 **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- 3.7 **"Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE, and that attempts to participate in a U.S. DOT-assisted

program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31. The Authority may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise violates applicable Federal statutes.

- 3.8** ***"Other Socially and Economically Disadvantaged Individuals"*** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or the Authority to meet the social and economic disadvantage criteria described below.

3.8.1 Social Disadvantage

- 3.8.1.1 The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
- 3.8.1.2 The individual must demonstrate that he/she has personally suffered social disadvantage.
- 3.8.1.3 The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.
- 3.8.1.4 The individual's social disadvantage must be chronic, longstanding and substantial; not fleeting or insignificant.
- 3.8.1.5 The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
- 3.8.1.6 A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

3.8.2 Economic Disadvantage

- 3.8.2.1 The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.
- 3.8.2.2 The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

4.0 DBE Proposal Submission Requirements

Offeror must complete and submit the following DBE Form D-1 with their proposal:

- Consultant Proposal DBE Commitment Form (10-O1)
 - Written Confirmation (required from each proposed DBE firm listed on the Consultant Proposal DBE Commitment Form (10-O1))

Offeror must complete and submit the following DBE Form D-2 to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date:

- DBE Information - Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the Consultant Proposal DBE Commitment Form (10-O1))
- Bidders List

Required Forms	Submission
Consultant Proposal DBE Commitment Form (10-O1) Form D-1	Required at time of Proposal
Written Confirmation (for each DBE firm listed on the Consultant Proposal DBE Commitment Form (10-O1))	Required at time of Proposal
DBE Information – Good Faith Efforts Form D-2	Required no later than 4:00 p.m. on the 2 nd business day after the Proposal due date
Bidders List Form D-3	Required no later than 4:00 p.m. on the 2 nd business day after the Proposal due date

4.1 “Consultant Proposal DBE Commitment Form (10-O1)” (Form D-1) required at time of Proposal. The Offeror is to provide the following information for each DBE that will participate in the contract:

- 4.1.1 The complete name and address of each DBE who will participate in the contract;
- 4.1.2 Valid DBE Certification ID to confirm eligibility status through the CUCP, in conformance with 49 CFR Part 26;
- 4.1.3 A description of the work that each DBE will perform or provide;
- 4.1.4 The percentage of the work to be performed or provided by the DBE;
- 4.1.5 The percentage of the work eligible to be credited for each DBE towards the DBE goal (should not include lower-tier participation and should account for the type of work to be performed);
- 4.1.6 The Offeror shall also submit, for each DBE to perform under this Agreement, a written confirmation signed and dated from each DBE listed, acknowledging that the DBE is participating in the contract for the specified percentage and scope of work listed on the Consultant Proposal DBE Commitment Form (10-O1). A signed quote or proposal from the DBE firm can be used in lieu of the written confirmation; however, the percentage and scope(s) in the quote/proposal, and the amount and scope reflected on the

Consultant Proposal DBE Commitment Form (10-O1) must match identically.

4.2 “DBE Information - Good Faith Efforts” (Form D-2)

To be a responsible and responsive Offeror, the Offeror must make good faith efforts to meet the goal. The Offeror can meet this requirement in two ways. (i) the Offeror can meet the goal by documenting commitments for participation by DBE firms sufficient for this purpose; or (ii) the Offeror can demonstrate that he/she took all necessary and reasonable steps to achieve the DBE goal or other requirement of this part, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

If the Offeror did not meet or obtain enough DBE participation to meet the DBE goal, the Offeror must complete and submit the “DBE Information – Good Faith Efforts,” form demonstrating that the Offeror made adequate good faith efforts to meet the goal.

If the Offeror has met the DBE goal based on the participation of DBEs listed on the Offeror’s “Consultant Proposal DBE Commitment Form (10-O1),” it is at the Offeror’s discretion (i.e. this is not mandatory) to submit “DBE Information – Good Faith Efforts,” form. However, the submission of good faith efforts documentation can protect the Offeror’s eligibility for award of the contract if the Authority determines that the Offeror failed to meet the goal for various reasons (e.g. a DBE firm was not certified at proposal submission or the Offeror made a mathematical error). Submittal of only the “DBE Information – Good Faith Efforts,” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made; therefore, the Offeror is encouraged to attach additional information and supporting documents as necessary.

Good Faith Efforts documentation must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the Proposal due date.

For further guidance, refer to instructions on Form D-2 “DBE Information – Good Faith Efforts,” form and the United States Department of Transportation’s (“U.S. DOT”) DBE Program, Appendix A of Title 49 CFR Part 26 - “Guidance Concerning Good Faith Efforts,” and the DBE Section of the Authority’s Pre-Proposal Power Point.

4.3 “Bidders List” (Form D-3)

The Authority is required by Regulations to create and maintain a “Bidders List,” of all firms proposing or quoting on the Authority’s U.S. DOT-assisted contracts for use in calculating the Authority’s DBE goal(s). Offerors are required to complete and submit the requested information listed on the “Bidders List” form, for all firms (DBE[s] and non-DBE[s]) who submitted a bid, proposal or quote, including firms who were contracted by the prime Offeror.

The “Bidders List” must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the Proposal due date.

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

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

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

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

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

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

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.



DBE INFORMATION - GOOD FAITH EFFORTS

RFP No: _____ Proposal Due Date _____

The Orange County Transportation Authority (Authority) established a Disadvantaged Business Enterprise (DBE) goal of three percent (3%) for this contract. The information provided herein shows that a good faith effort was made by _____ (Offeror).

Offeror shall submit the following information to document adequate good faith efforts to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's proposal due date, or as otherwise specified in the solicitation. Offeror should submit the following information even if the "Consultant Proposal DBE Commitment Form (10-O1)" indicates that the Offeror has met the DBE goal. This will protect the Offeror's eligibility for award of the contract if Authority determines that the Offeror failed to meet the goal for various reasons, e.g., a DBE firm was not certified at proposal submission, or the Offeror made a mathematical error.

Submittal of only the form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following good faith efforts items (A through H) shall be minimally performed prior to proposal submission. Offeror to complete the following items in sufficient detail to effectively demonstrate that good faith efforts were undertaken to meet the established DBE goal:

- A. Items of Work the Offeror Made Available to DBE Firms; a description of work items and approximate dollar amounts made available to DBE firms by the Offeror, value of work items as a percentage of total contract work, breakdown of larger scopes of contract work (including those items normally performed by the Offeror with its own forces) into economically feasible units to facilitate DBE participation sufficient to meet the DBE contract goal. It is the Offeror's responsibility to demonstrate that sufficient work was made available to facilitate DBE participation as follows (Provide documents that sufficiently evidence the efforts detailed below):

Description of Work Item	Offeror Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount (\$)	Percentage of Contract

- B. Solicitation Effort Documentation; the names and dates of written notices sent to certified DBEs soliciting proposals for this project and the dates and methods used to following up initial solicitations to determine with certainty whether the DBEs were interested (attach all copies of solicitation, telephone records, fax confirmations, email communications, etc.), amount of DBEs to respond, documentation to demonstrate the DBE firms were provided information about the contract (location of project, contract number, proposal due date, items of work made available and contact information) in the Request for Proposal from the Offeror, the Offeror solicited through all reasonable means (e.g. attendance at pre-proposal meetings, advertising and written notices) the interest of all certified DBEs who have the capability to perform the work of the contract, Offeror to provide proof of aforementioned items, and DBEs in the market area for the work identified in 'Item A' as follows:

DBE Firm	Contact Name/Title	Method of Solicitation	Date of Initial Solicitation	Date of Follow-Up Solicitation	Response/ Interested in Proposing

(Note: Solicitations should occur at a minimum no later than 14 calendar days prior to the Authority's proposal due date and follow up to the solicitation should allow DBE firms reasonable time to respond). DBE firms solicited must be advised if the original proposal date has been extended.

- C. Rejected DBE Proposal Documentation; the names, addresses, phone numbers, and amount of rejected DBE firms, the reasons for the Offeror's rejection of the DBE firms, the firms selected and accepted for that work (attach all copies of quotes from the firms involved inclusive of a detailed cost breakdown if opted to self-perform work) and the price (rates) difference for each DBE if the selected firms is not a DBE, include an explanation of quote(s) rejected.
- D. Publication Efforts Made to Advertise the Projects to Solicit DBE Participation; names and dates of each publication in which a request for DBE participation for this project was placed by the Offeror (attach copies of advertisements or proof of publications). Publications should be placed at a minimum 14 calendar days before the Authority's proposal due date. If RFP due date is extended, Offeror is to re-advertise new proposal due date.

Publications	Type of Publication (Trade/General/ Minority/Focus)	Dates of Advertisement	Duration of Advertisement	Readvertisement (Proposal-Due Date Extension)

- E. Agencies, Organizations, or Groups Contacted to Provide Assistance in Contracting, Recruiting, and Using DBEs; the names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (Attach copies of requests to agencies, responses received and efforts made by the Offeror in response).

- F. Efforts to Provide Information About the Plans, Specifications, and Contract Requirements; efforts made to assist interested DBEs in obtaining necessary materials, or related assistance or services, Offeror to provide evidence of effort.

- G. Assistance with Lines of Credit, Insurance, and/or other Services; efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs, Offeror to provide a list of any assistance provided to DBEs:

- H. Additional Data to Support a Demonstration of Good Faith Efforts; in determining whether a Offeror made adequate good faith efforts, the Authority will take into account the performance of other Offerors in meeting the DBE contract goal. Attach any additional information to support demonstration of good faith in this section:

NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS.



Bidders List

The Department of Transportation requires the Authority to create and maintain a "Bidders List" containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the Authority's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Offeror is to complete all requested information for every firm who submitted a bid, proposal or quote, including the primary Offeror, and submit this information to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's proposal due date, or as otherwise specified in the solicitation. The Authority will utilize this information to assist in the Authority's DBE goal-setting process.

Prime Name and Location	Type of Work/Services/Materials Provided: NAICS/WCC	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	DIR Reg Number			DBE Certification ID	E-mail:		
Prime Offeror:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.

Subconsultant Name and Location	Type of Work/Services/Materials Provided: NAICS/WCC	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	DIR Reg Number			DBE Certification ID	E-mail:		
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.

Subconsultant Name and Location	Type Work/Services/Materia Is Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/ WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Firm Name:							<input type="checkbox"/> Less than \$1 <u>million</u>
							<input type="checkbox"/> Less than \$5 <u>million</u>
Contact Name:							<input type="checkbox"/> Less than \$10 <u>million</u>
							<input type="checkbox"/> Less than \$15 <u>million</u>
Address:							<input type="checkbox"/> More than \$15 <u>million</u>
							Age of Firm: _____ yrs.
Firm Name:							<input type="checkbox"/> Less than \$1 <u>million</u>
							<input type="checkbox"/> Less than \$5 <u>million</u>
Contact Name:							<input type="checkbox"/> Less than \$10 <u>million</u>
							<input type="checkbox"/> Less than \$15 <u>million</u>
Address:							<input type="checkbox"/> More than \$15 <u>million</u>
							Age of Firm: _____ yrs.

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FORM D-3

Name:							<input type="checkbox"/> Less than \$1 <u>million</u>
							<input type="checkbox"/> Less than \$5 <u>million</u>
Contact Name:							<input type="checkbox"/> Less than \$10 <u>million</u>
							<input type="checkbox"/> Less than \$15 <u>million</u>
Address:							<input type="checkbox"/> More than \$15 <u>million</u>
							Age of Firm: _____yrs.

NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS TO THE BIDDERS LIST REQUIREMENTS.

CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount		
Local Agency to Complete this Section					
20. Local Agency Contract Number: _____		14. TOTAL CLAIMED DBE PARTICIPATION	\$		
21. Federal-Aid Project Number: _____			%		
22. Contract Execution Date: _____		<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <p>_____ 15. Preparer's Signature _____ 16. Date _____</p> <p>_____ 17. Preparer's Name _____ 18. Phone _____</p> <p>_____ 19. Preparer's Title _____</p>			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.					
23. Local Agency Representative's Signature _____	24. Date _____				
25. Local Agency Representative's Name _____	26. Phone _____				
27. Local Agency Representative's Title _____					

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

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

LOCAL AGENCY SECTION

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

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
(DBE), FIRST-TIER SUBCONTRACTORS

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CEM-2402F (REV 02/2008)

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.		ADMINISTERING AGENCY		CONTRACT COMPLETION DATE
PRIME CONTRACTOR				BUSINESS ADDRESS				ESTIMATED CONTRACT AMOUNT \$	
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS			DATE OF FINAL PAYMENT		
				NON-DBE	DBE	DATE WORK COMPLETE			
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
ORIGINAL COMMITMENT \$			TOTAL	\$	\$				
<p align="center">DBE</p> <p>List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.</p>									
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT									
CONTRACTOR REPRESENTATIVE'S SIGNATURE						BUSINESS PHONE NUMBER		DATE	
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT									
RESIDENT ENGINEER'S SIGNATURE						BUSINESS PHONE NUMBER		DATE	

Copy Distribution-Caltrans contracts:

Original - District Construction

Copy- Business Enterprise Program

Copy- Contractor

Copy Resident Engineer

Copy Distribution-Local Agency contracts:

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

Copy- District Local Assistance Engineer

Copy- Local Agency file

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

CEM 2402(F) (Rev. 02/2008)

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

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

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

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

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

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

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

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

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

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

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

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

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

July 1, 2012 LPP 09-02



MONTHLY DBE SUBCONTRACTOR COMMITMENT AND ATTAINMENT REPORT SUMMARY AND PAYMENT VERIFICATION (Form 103)

Reporting Period (month): _____, 20____

Contract Number:		Form 103 Report No.:		Report prepared by:	
Contract Award Date:		Original Contract Award Amount:		Title:	
Prime Name:		Prime Current Contract Value:	[B]	Report reviewed by:	
		% of Project Complete:		Signature:	
Address:		[D] divided by [B]		Title:	
		Total Paid to Prime this Month:			
		Total Paid to Prime to Date:	[D]		
Telephone No.:		Total Paid to DBEs this Month:		Prime's Current DBE Attainment (A/B):	
					(Total Dollars Paid to DBEs divided by Prime Current Contract Value)
Contract DBE Goal (Prime Commitment at Award):		Total Paid to DBEs to Date:	[A]	Prime's Current DBE Commitment (C/B):	
		Date of Last Progress Payment			(Total DBE Current Eligible Subcontract Value divided by Prime Current Contract Value)
Original Project Goal					

1		2		3		4		5		6		7		8		9		10		11		12		13		14				
SUBCONTRACTOR		Type of Work Performed (Scope)	Original \$ Amount Committed at Award	\$ +/- Resulting from Change Order Activity	\$ Amount of Current Commitment	\$ Amount of Eligible DBE Participation Claimed ¹	\$ Amount Paid to DBE this month	\$ Amount paid to lower Tier(s) of DBE this month	Eligible \$ Amount Paid to DBE this month = (Column 7 minus Column 8) x DBE Capacity	\$ Amount paid to DBE to Date	\$ Amount paid to lower Tier(s) of DBE to Date	Eligible \$ Amount Paid to DBE to Date minus Payments to lower Tier(s)	% of Retention Withheld	% of Work Complete	Notes/ Comments															
		Applicable Naics Code(s)																												
Name:			\$ -	\$ -	\$ -	\$ -		DBE:		\$ -																				
Address:								\$ -																						
City, State, Zip Code:																														
Telephone Number:																														
TYPE:	Subcontractor ___ Broker ___							NON DBE:																						
Supplier:	Regular Dealer ___ or Manufacturer ___																													
CERTIFICATION(s): () SB () DBE () DVBE () M Certification #:																														
Verification of Payment Attached: YES NO																														
Anticipated Commencement of Work Date:																														
Name:			\$ -	\$ -	\$ -	\$ -	\$ -	DBE:		\$ -																				
Address:								\$ -																						
City, State, Zip Code:																														
Telephone Number:																														
TYPE:	Subcontractor ___ Broker ___							NON DBE:																						
Supplier:	Regular Dealer ___ or Manufacturer ___																													
CERTIFICATION(s): () SB () DBE () DVBE () M Certification #:																														
Verification of Payment Attached: YES NO																														
Anticipated Commencement of Work Date:																														

RFP 0-2352
FORM D-6

Name:																
Address:																
City, State, Zip Code:																
Telephone Number:																
TYPE:	Subcontractor <input type="checkbox"/> Broker <input type="checkbox"/>															
Supplier:	Regular Dealer <input type="checkbox"/> or Manufacturer <input type="checkbox"/>															
CERTIFICATION(s): <input type="checkbox"/> SB <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> M <input type="checkbox"/> Certification #:																
Verification of Payment Attached: <input type="checkbox"/> YES <input type="checkbox"/> NO																
Anticipated Commencement of Work Date:																
[C]																
DBE Total(s):		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	#DIV/0!

COMMENTS/ISSUES:

* Eligible amount claimed is based on applicable crediting provisions, DBE Current contract value (excluding amounts subcontracted to lower-tiers) multiplied by capacity of work performed by listed DBE (CUF).

Authorized Binding Name:																
Authorized Binding Title:																
Authorized Binding Signature:																

If necessary, this form can be duplicated and/or modified; however, it must contain all requested data fields. DBE Monthly Form 10/3



ORANGE COUNTY TRANSPORTATION AUTHORITY

REQUEST FOR DBE SUBCONTRACTOR/SUPPLIER SUBSTITUTION

Substitution of subcontractors shall be in accordance with the Contract Specifications. If a listed or approved DBE Subcontractor is unable to perform the work in accordance with the Contract Specifications, the Prime Contractor shall replace the Subcontractor with another DBE Subcontractor, or make good faith efforts to do so in accordance with the Contract Specifications. Such request for substitution is subject to approval by the Authority.

Project No.:	Project Name:		
Prime Contractor:			
Business Address:			
Please Provide the Following Information for the Listed or Approved DBE Subcontractor:			
Subcontractor Name:		DBE Certification No:	
Address:			
Contact Person:		Phone:	
Email Address:			
Description of work:			
Original Contract Value:		Current Contract Value:	
Reason for Substitution:			
Prime Contractor to select either Option A or B to meet substitution requirements:			
p A. Please provide the following information if Contractor elects to substitute a DBE subcontractor with another DBE subcontractor.			
Subcontractor Name:		DBE Certification No:	

Address:	
Contact Person:	Phone:
Description of work:	
Bid Item Number(s):	Proposed Subcontractor Bid Amount:

☐ **B.** Please provide Good Faith Efforts undertaken to replace the originally proposed DBE subcontractor with another DBE subcontractor by attaching supporting documentation.

I certify under penalty of perjury that the above information is complete and correct.

Contract Representative Signature	Title
Business Phone Number	Date

CONCURRENCE BY ORIGINALLY PROPOSED DBE FIRM:	
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Print Name	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date

AUTHORITY APPROVAL:	
Date Request Received: _____	
Date Letter Sent to Original DBE Subcontractor: _____	
Authority's Approval of Request for Substitution? <input type="checkbox"/> Yes <input type="checkbox"/> No	

If no, please state reason:

Reviewed by: _____ Date: _____

FORM E: CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

CERTIFICATION
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

A. DEFINITIONS

1. Authority, as used in this clause, means the Orange County Transportation Authority, acting on behalf of the Orange County Transit District.
2. Covered Federal action, as used in this clause, means any of the following Federal actions:
 - a. The awarding of any Federal contract.
 - b. The making of any Federal grant.
 - c. The making of any Federal loan.
 - d. The entering into of any cooperative agreement.
 - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 450b of the Indian self-determination and Education Assistance Act (25 U.S.C. 450) and include Alaskan Natives.
4. Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
5. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
6. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
 - a. An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.
 - b. A member of the uniformed services, as defined in the subsection

101(3), Title 37, United States Code.

- c. A special Government employee, as defined in Section 202, Title 18, United States Code.
 - d. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix section 3.
- 7. Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 - 8. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
 - 9. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
 - 10. Recipient, as used in this clause, includes the CONSULTANT and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 - 11. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
 - 12. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

B. PROHIBITIONS

1. Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or, the modification of any Federal contract, grant, loan, or cooperative agreement.
2. The Act also requires consultant to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.
3. The prohibitions of the Act do not apply under the following conditions:
 - a. Agency and legislative liaison by own employees.
 - (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (2) For purposes of paragraph C.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
 - (3) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:

Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities.

Technical discussions and other activities regarding the application of adaptation of the person's products or services for

an agency's use.

- (4) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

- (5) Only those services expressly authorized by paragraph C.3.a.(1) of this clause are permitted under this clause.

b. Professional and technical services

- (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of:

A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as condition for receiving that Federal action.

Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include contractors and trade associations.

- (2) For purposes of paragraph C.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.
- (3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (4) Only those services expressly authorized by paragraph C.3.a.(1) and (2) of this clause are permitted under this clause.
- (5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

- (1) The consultant who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or had agreed to made any payment using non appropriated funds (to include profits from any covered Federal action), which

would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.

- (2) The consultant shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

- (3) The consultant shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime consultant. The prime consultant shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding consultant.

d. Agreement

The consultant agrees not to make any payment prohibited by this clause.

e. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be

applicable.

- (2) Consultants may rely without liability on the representation made by their subcontractors in the certification and disclosure forms.

f. Cost Allowability:

Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provisions.

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf (name of bidder/offeror) of _____ that:
(Firm name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. If bidder/offeror does not have any reportable activities to disclose, they shall check the box entitled "No Reportable Activities" on the attached Standard Form-LLL "Disclosure of Lobbying Activities" and complete Section 16 of the form. The certifying official shall sign and date the form, print his/her name, title and telephone number.
4. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

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

The bidder/offeror, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidder/offeror understands and agrees that the provisions of 31 U.S.C. 3801, et seq. apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20__

By _____
(Signature of authorized official)

(Title of authorized official)

☐ **NO REPORTABLE ACTIVITIES** *(Bidder/Offeror required to complete Section 16 below.)*

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by
OMB
003480045

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material changes For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) SF - LLL - A if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other specify: _____	
12. Forum of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contracted for Payment indicated in Item, 11: (attach Continuation Sheet(s) SF-LLL-A if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by Code 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.	Signature: _____ Print name: _____ Title: _____ Telephone No: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This DISCLOSURE FORMS SHALL BE COMPLETED BY the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address city, state, and zip code of the prime Federal recipient. Include Congressional District.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United State Coast Guard.
7. Enter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a.). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0446), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction

FORM F: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS FORM

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority' technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit B) and Proposed Agreement (Exhibit E). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the Proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No.: _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No. _____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

<hr/> <hr/> <hr/>

FORM G: SURETY COMMITMENT LETTER

SURETY COMMITMENT LETTER

TO: Orange County Transportation Authority

We have reviewed the Proposal of _____
(Offeror)

(Address)

for the [RFP Title] for which Proposals will be received on: _____ (Proposal Due Date) and wish to advise that should this Proposal of the Offeror be accepted and the Contract awarded to, such Offeror, this company agrees to become the Surety and provide the Payment and Performance Bonds required by the Contract for both the Implementation and Operations and Maintenance Phases. Such Bonds will be in the amounts identified in the Price Proposal, and referenced in Agreement, Article 13, Bonds, with terms of the Bonds as also provided in that article.

We are duly authorized to do business in the State of California

Surety Company/Address:

(Authorized Signature)

ATTEST:

[Attach Power of Attorney]

(Corporate Seal, if any. If no seal, write "No Seal" across this place and sign.)

FORM H: INTELLECTUAL PROPERTY ESCROW AGREEMENT

FORM OF INTELLECTUAL PROPERTY ESCROW AGREEMENT

Account Number _____

This Intellectual Property Escrow Agreement ("Escrow Agreement") is effective _____, 201_ among _____, a _____ corporation ("Escrow Agent"), _____, a _____ corporation ("Depositor"), and the Orange County Transportation Authority and, public entity of the State of California ("OCTA") together referred to as ("Authority"), who collectively may be referred to in this Escrow Agreement as the parties ("Parties").

A. Depositor and Authority have entered or will enter into an agreement for Back Office System and Customer Services Center Operations Services for the 405 Express Lanes in Orange County, California (the "AGREEMENT"). Unless the context otherwise requires, capitalized terms used in this Escrow Agreement have the meanings given in the AGREEMENT.

B. Under the AGREEMENT, Depositor has granted Authority licenses to use certain intellectual property, software and supporting materials, and Depositor will from time to time modify, add to, refine, substitute, revise, enhance, update, revise, upgrade and/or correct such software and supporting materials and will submit these updated software development documents on an ongoing basis as soon as reasonably practicable, but in no event more than 30 Calendar Days from the date of such updates. An initial deposit shall be made by Depositor within 60 Calendar Days of the AGREEMENT's Effective Date if requested by Authority. Additional deposits shall be made within 10 Calendar Days of Go-Live and BOS Acceptance. Depositor shall make deposits of the complete set of IP Materials current at the time of deposit at least semi-annually if no deposits provided above have occurred within the relevant preceding six-month period.

C. Depositor has agreed in the AGREEMENT to deposit into escrow with Escrow Agent the Intellectual Property and IP Materials including, without limitation, related documentation of Software required to be delivered as part of the AGREEMENT, including Software Source Code in ASCII format, on industry standard media and source code listings in human readable form of the Software as well as paper and electronic copies of the functional specifications and design specifications, code and documentation for tests used by Depositor to verify Software behavior, and user and technical documentation (all of which, together with modifications, additions, enhancements, updates, revisions, upgrades and corrections thereto and thereof, and all other supplementary deposits under Section 1.1 below, being collectively referred to in this Escrow Agreement as the "Software Source Code").

D. Depositor and/or its Software suppliers desire to avoid disclosure and release of the Software Source Code except under certain limited circumstances.

E. The availability of the IP Materials (including without limitation Software Source Code) to Authority is critical to Authority' business and, therefore, Authority need access to the IP Materials certain limited circumstances.

F. Depositor and Authority desire to establish an escrow with Escrow Agent to provide for the retention, administration and controlled access of the IP Materials.

G. Escrow Agent has consented to act as Escrow Agent and to receive and hold the current version and any future versions of the IP Materials.

H. The parties desire this Escrow Agreement to be supplementary to the AGREEMENT pursuant to 11 United States Bankruptcy Code, Section 365(n)(1)(B).

NOW, THEREFORE, Depositor and Authority hereby engage Escrow Agent to serve as Escrow Agent for the Intellectual Property and IP Materials, Escrow Agent hereby accepts such engagement, and

the Parties hereby agree to the establishment and administration of an escrow for the IP Materials, on the following terms and conditions.

SOURCE CODE ESCROW AGREEMENT

SECTION 1. DEPOSITS

1.1. Obligation to Make Deposits.

(a) Immediately upon execution of this Escrow Agreement, Depositor shall deposit IP Materials that consist of Pre-Existing Contractor Intellectual Property and Third Party Intellectual Property to be used in connection with the Toll Services with Escrow Agent.

(b) Depositor will submit updated Software development documents on an ongoing basis as soon as reasonably practicable, but in no event more than 30 Calendar Days from the date of such updates. Notwithstanding the foregoing, additional deposits shall be made within 10 Calendar Days of Go-Live and BOS Acceptance. Depositor shall make deposits of the complete set of IP Materials current at the time of deposit at least semi-annually if no deposits provided above have occurred within the relevant preceding six-month period.

(c) If during any calendar month after the date a Notice of BOS Acceptance is issued by Authority, Depositor completes and installs in or for the BOS Work any modification, addition, Enhancement, Update, revision, Upgrade or correction of or to any of the escrowed Software Source Code, it shall deposit with Escrow Agent, as soon as reasonably practicable and in no event more than 30 Calendar Days from the date of such updates, each such modification, addition, Enhancement, Update, revision, Upgrade and correction, and a modified Attachment A identifying the same. Similarly, if Depositor identifies any additional Intellectual Property or IP Materials to be deposited pursuant to Article 26 of the AGREEMENT, it shall deposit same with Escrow Agent, along with a modified Attachment A identifying the same as soon as reasonably practicable, but in no event more than 30 Calendar Days from the date of such identification.

(d) Each deposit under subsection (d) above shall be added to the existing deposit. Each deposit under subsections (b) or (c) above shall be listed on a modified Attachment A and Depositor shall sign each modified Attachment A. Attachment A and each modified Attachment A shall be held and maintained separately within the escrow account. Escrow Agent shall create an independent record which documents the activity for Attachment A and each modified Attachment A. The processing of all deposits under this Section 1.1 shall be in accordance with Sections 1.2 through 1.6 below.

(e) Notwithstanding any other provision of this Escrow Agreement, Depositor shall have no obligation to deposit with the Escrow Agent any Software Source Code for Off-the-Shelf Software, subject however, to the provisions of Article 26 of the AGREEMENT.

1.2. Identification of Tangible Media. Prior to each delivery of the IP Materials to Escrow Agent, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the Intellectual Property are written or stored. Additionally, with each delivery Depositor shall complete Attachment A to this Escrow Agreement or a modified Attachment A by listing each such tangible media by the item label description, the type of media and the quantity, and the identity of the owner of the Intellectual Property (whether Depositor or a Software Supplier). Depositor shall sign each Attachment A or modified Attachment A and deliver it to Escrow Agent with the IP Materials. Such signature shall constitute Depositor's representation and warranty that Attachment A is true, accurate and complete. Unless and until Depositor makes the initial deposit with Escrow Agent, Escrow Agent shall have no obligation with respect to this Escrow Agreement, except the obligation to notify the parties regarding the status of the account as required in Section 2.2 below.

1.3. Deposit Inspection. Within three Business Days after Escrow Agent receives IP Materials and Attachment A or a modified Attachment A, Escrow Agent shall conduct a deposit inspection by visually matching the labeling of the tangible media containing the Source Code to the item descriptions and quantity listed on Attachment A or modified Attachment A. In addition to the deposit inspection, Authority may elect to cause a verification of the IP Materials at any time in accordance with Section 1.6 below.

1.4. Acceptance of Deposit. Immediately upon completion of each deposit inspection, if Escrow Agent determines that the labeling of the tangible media matches the item descriptions and quantity on Attachment A or the modified Attachment A, Escrow Agent shall date and sign Attachment A or the modified Attachment A and mail a copy thereof to Depositor and Authority. Immediately upon completion of each deposit inspection, if Escrow Agent determines that the labeling does not match the item descriptions or quantity on Attachment A or the modified Attachment A, Escrow Agent shall (a) note the discrepancies in writing on Attachment A or the modified Attachment A; (b) date and sign Attachment A or the modified Attachment A with the exceptions noted; and (c) mail a copy of Attachment A or the modified Attachment A to Depositor and Authority. Escrow Agent's acceptance of the deposit occurs upon the signing of Attachment A or the modified Attachment A by Escrow Agent. Delivery of the signed Attachment A or the modified Attachment A to Authority is Authority's notice that the Software Source Code have been received and accepted by Escrow Agent.

1.5. Depositor's Representations. Depositor represents and warrants to Authority as follows:

- (a) Depositor lawfully possesses all of the IP Materials and the Intellectual Property contained therein as deposited with Escrow Agent;
- (b) With respect to all of the IP Materials and the Intellectual Property contained therein, Depositor has the right and authority to grant to Escrow Agent and Authority the rights as provided in this Escrow Agreement;
- (c) The IP Materials and the Intellectual Property contained therein are not subject to any lien or other encumbrance;
- (d) The IP Materials and the Intellectual Property contained therein consist of the proprietary technology and other materials identified either in the AGREEMENT or Attachment A, as applicable; and
- (e) The IP Materials are readable and useable in their current form or, if any portion of the IP Materials and the Intellectual Property contained therein is encrypted, the decryption tools and decryption keys have also been deposited.

1.6. Verification. Authority may, at Authority's expense, cause a verification of any IP Materials. Authority shall notify Depositor and Escrow Agent of Authority's request for verification. Depositor shall have the right to be present at the verification. A verification determines, in different levels of detail, the accuracy, completeness, sufficiency and quality of the IP Materials. If a verification is elected after the IP Materials have been delivered to Escrow Agent, then only Escrow Agent, or at Escrow Agent's or Authority's election an independent person or company selected and supervised by Escrow Agent or Authority, may perform the verification. If Authority elects to have an independent person or company perform the verifications, its election and selection shall prevail over any such election by Escrow Agent. The verification shall be conducted in accordance with the verification procedures specified in the completed form of Attachment A accompanying Depositor's deposit of the relevant IP Materials with Escrow Agent. Such verification shall determine the relevance, completeness, currency, accuracy and functionality of the IP Materials and the Intellectual Property contained therein and, specifically as to Software Source Code, whether the deposit is complete. If Escrow Agent or a person or company it selects performs the verification, Escrow Agent shall deliver to Authority a written report detailing the verification not later than 30 days after Authority delivers Notice requesting such verification. Any verification shall take place either at Escrow Agent's location or an agreed upon location during Escrow Agent's regular business hours. If Authority elect to have an independent person or company perform the verification, then such entity shall adhere to the

confidentiality requirements of the AGREEMENT. If Escrow Agent or the independent person performing the verification determine that the verification procedures specified in the completed Attachment A are insufficient to enable verification of the relevant IP Materials and the Intellectual Property contained therein, then upon the request of Escrow Holder or Authority, Depositor shall cooperate in good faith to supplement and/or modify the verification procedures as necessary and appropriate to facilitate such verification.

1.7. Removal of IP Materials. The IP Materials and the Intellectual Property contained therein may be removed and/or exchanged only on written instructions signed by both the Depositor and Authority, or as otherwise provided in this Escrow Agreement.

1.8. Inspection. Authority and Depositor shall be entitled, during normal business hours, to inspect, under the supervision of an officer of Escrow Agent and at Escrow Agent's facilities, the physical and technical status and condition of the IP Materials and the Intellectual Property contained therein. The party undertaking the inspection shall provide Notice of the pending inspection to the other party, five Business Days prior to the scheduled date of the inspection. The party receiving the notice shall have the right to be present at the inspection, but such presence is not a condition precedent to the inspecting party's right to proceed with inspection.

SECTION 2. CONFIDENTIALITY AND RECORD KEEPING

2.1. Confidentiality. Escrow Agent shall maintain the IP Materials and the Intellectual Property contained therein in a secure, environmentally safe, fireproofed vault or locked facility which is accessible only to authorized representatives of Escrow Agent. Escrow Agent shall have the obligation to reasonably protect the confidentiality of the Intellectual Property. Except as provided in this Escrow Agreement, Escrow Agent shall not disclose, transfer, make available or use the Intellectual Property or any IP Materials. Escrow Agent shall not disclose the content of this Escrow Agreement to any third party. If Escrow Agent receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the IP Materials and the Intellectual Property contained therein, Escrow Agent shall immediately notify the other Parties unless prohibited by law. It shall be the responsibility of Depositor and/or Authority to challenge any such order; provided, however, that Escrow Agent does not waive its rights to present its position with respect to any such order. Escrow Agent shall not be required to disobey any order from a court or other judicial tribunal. (See Section 7.5 below for notices of requested orders.)

2.2. Status Reports. Escrow Agent shall issue to Depositor and Authority a report profiling the account history at least semi-annually. Escrow Agent may provide copies of the account history pertaining to this Escrow Agreement upon the request of any other Party.

2.3. Audit Rights. During the term of this Escrow Agreement, Depositor and Authority may each inspect the written records of Escrow Agent pertaining to this Escrow Agreement. Any inspection shall be held during normal business hours and following reasonable prior Notice.

SECTION 3. TITLE TO IP MATERIALS

3.1 Title to IP Materials. Title to the IP Materials which embody Intellectual Property is vested in Authority pursuant to Article 25 of the AGREEMENT, but is subject to the provisions of this Escrow Agreement on access to and release of such IP Materials.

3.2 Disclaimer. Escrow Agent hereby disclaims and relinquishes any title to or ownership of Software Source Code deposited with Escrow Agent under this Escrow Agreement.

SECTION 4. RELEASE OF DEPOSIT

4.1. Release Conditions. As used in this Escrow Agreement, "Release Condition" shall mean any of the following:

- (a) The AGREEMENT is terminated for any reason including expiration of the Term;
- (b) A voluntary or involuntary bankruptcy or insolvency of CONTRACTOR occurs;
- (c) CONTRACTOR is dissolved or liquidated;
- (d) CONTRACTOR or any third party, (a) fails or ceases to provide services as necessary to permit continued use of any such Intellectual Property or (b) otherwise ceases to engage in the ordinary course of the business of manufacturing, supplying, maintaining and servicing the IP Materials pursuant to a license or any sublicense thereof.

4.2. Filing For Release. If Authority believes in good faith that a Release Condition has occurred, Authority may provide to Escrow Agent Notice of the occurrence of the Release Condition and a request for the release of the IP Materials and incorporated Intellectual Property. If the Release Condition pertains only to an owner of Third Party Intellectual Property, Authority' Notice shall so indicate. Immediately upon receipt of such Notice, Escrow Agent shall provide a copy of the Notice to Depositor by commercial express mail.

4.3. Contrary Instructions. From the date Escrow Agent mails the Notice requesting release of the IP Materials and incorporated Intellectual Property, Depositor shall have ten days to deliver to Escrow Agent contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representations and warranties, without qualification, exception or condition, by an authorized officer or authorized delegate of Depositor that (a) the person signing for Depositor is an authorized officer or authorized delegate of Depositor and (b) a Release Condition has not occurred or has been cured. Immediately upon receipt of Contrary Instructions within such ten day period, Escrow Agent shall send a copy to Authority by commercial express mail. Additionally, Escrow Agent shall provide Notice to Depositor and Authority that there is a dispute to be resolved pursuant to Section 7.3 of this Escrow Agreement. Subject to Section 5.2 of this Escrow Agreement, Escrow Agent shall continue to store the IP Materials and Intellectual Property without release pending (i) instructions from Depositor and Authority; (ii) dispute resolution pursuant to Section 7.3; or (iii) order of a court. Contrary Instructions received after such ten day period shall be automatically null and void, shall have no force or effect, and shall be disregarded by Escrow Agent.

4.4. Release of Deposit.

(a) If Escrow Agent does not receive Contrary Instructions from the Depositor within such ten day period, Escrow Agent is authorized to, and shall, immediately release the IP Materials and incorporated Intellectual Property to Authority. If the Release Condition pertains only to an owner of Third Party Intellectual Property, then Escrow Agent shall only release the IP Materials that (a) are identified on Attachment A as owned by such owner of Third Party Intellectual Property or (b) lacks identification of ownership on Attachment A. Any copying expense will be chargeable to Depositor. This Escrow Agreement shall terminate upon the release of all the IP Materials and incorporated Intellectual Property held by Escrow Agent.

(b) Escrow Agent shall promptly release all or any part of the IP Materials and incorporated Intellectual Property at any time and from time to time upon receipt of Notice signed by both Depositor and Authority.

(c) Escrow Agent shall also release the IP Materials and incorporated Intellectual Property to Authority at any time as directed or ordered by an arbitration award, by a final judgment of a court of competent jurisdiction, or by other final dispute resolution pursuant to Section 7.3; provided that

Authority provide to Escrow Agent a written opinion of counsel for Authority to the effect that such award, judgment or resolution is final and not appealable. In such event, Escrow Agent shall proceed with release in accordance with the award, judgment or resolution and may rely on such legal opinion.

4.5. Right to Use Following Release. Upon release of the IP Materials in accordance with this Section 4, Authority shall have the right and license to use the released Intellectual Property as provided in the AGREEMENT. Authority shall be obligated to maintain the confidentiality of the released Intellectual Property as provided in the AGREEMENT.

SECTION 5. TERM AND TERMINATION

5.1. Term of Escrow Agreement. The term of this Escrow Agreement shall continue in effect unless and until this Escrow Agreement is terminated in accordance with the terms of this Section 5. This Escrow Agreement shall be terminated in the event (a) Depositor and Authority jointly instruct Escrow Agent in writing that the Escrow Agreement is terminated; or (b) Escrow Agent provides Notice to Depositor and Authority that the Escrow Agreement is terminated for nonpayment in accordance with Section 5.2 or by resignation in accordance with Section 5.3. If the IP Materials and incorporated Intellectual Property are subject to another escrow agreement with Escrow Agent, Escrow Agent reserves the right, after the initial one year term, to adjust the anniversary date of this Escrow Agreement to match the then prevailing anniversary date of such other escrow arrangements.

5.2. Termination for Nonpayment. In the event fees owed to Escrow Agent are not paid when due, Escrow Agent shall provide Notice of delinquency to all Parties. Any Party shall have the right to make the payment to Escrow Agent to cure the default. If the past due payment is not received in full by Escrow Agent within one month of the date of such Notice, then Escrow Agent shall have the right to terminate this Escrow Agreement at any time thereafter by sending Notice of termination to all Parties. Escrow Agent shall have no obligation to take any action under this Escrow Agreement so long as any undisputed payment due to Escrow Agent remains unpaid and delinquent, except action to hold and safeguard the IP Materials and transfer or dispose of the IP Materials following termination as provided in this Section 5.

5.3. Termination by Resignation. Escrow Agent may terminate this Escrow Agreement, for any reason, by providing Depositor and Authority with 90-days' Notice of its intent to terminate this Escrow Agreement. Within the 90-day period, the Depositor and Authority shall use diligent efforts to enter into a substantially similar agreement with another entity willing and able to perform the functions of Escrow Agent under this Escrow Agreement and shall provide Escrow Agent with Notice including instructions authorizing Escrow Agent to forward the IP Materials and incorporated Intellectual Property to another escrow company and/or agent or other designated recipient. Escrow Agent shall transfer and dispose of the IP Materials in accordance with any such Notice. If Escrow Agent does not receive said Notice within 90 days of the date of Escrow Agent's termination Notice, then Escrow Agent shall have no obligation to take any action under this Escrow Agreement, except action to hold and safeguard the Intellectual Property and transfer or dispose of IP Materials following termination as provided in this Section 5.

5.4. Disposition of IP Materials Upon Termination. Upon termination of this Escrow Agreement, Escrow Agent shall destroy, return, or otherwise deliver the IP Materials in accordance with Depositor's and Authority' Notice. If there is no such Notice, Escrow Agent may, commence legal action interpleading Depositor and Authority, deposit the IP Materials with the court in such action and otherwise handle and dispose of the IP Materials in accordance with court order. In no event shall Escrow Agent have the right to destroy the IP Materials or return them to Depositor absent written instructions to such effect or final order of a court of competent jurisdiction.

5.5. Survival of Terms Following Termination. Upon termination of this Escrow Agreement, the following provisions of this Escrow Agreement shall survive:

- (a) Depositor's representations and warranties (Section 1.5);

- (b) The obligations of safekeeping and confidentiality with respect to the IP Materials and incorporated Intellectual Property set forth in Section 2.1;
- (c) The rights granted in the sections entitled Right to Transfer Upon Release (Section 3.3) and Right to Use Following Release (Section 4.5), if a release of the IP Materials has occurred prior to termination;
- (d) The obligation to pay Escrow Agent any fees and expenses due;
- (e) The obligations of Escrow Agent under Section 5.4;
- (f) The provisions of Section 7;
- (g) Any provisions in this Escrow Agreement which specifically state they survive the termination of this Escrow Agreement; and
- (h) All other provisions which by their inherent character or express terms should survive termination of this Escrow Agreement, the expiration of the AGREEMENT.

SECTION 6. IP ESCROW AGENT'S FEES

6.1. Fee Payment and Schedule Escrow Agent is entitled to be paid its standard fees and expenses applicable to the services provided, which shall be the responsibility of Depositor. Escrow Agent shall notify Authority at least 60 days prior to any increase in fees. For any service not listed on Escrow Agent's standard fee schedule, Escrow Agent shall provide a quote prior to rendering the service, if requested.

6.2. Payment Terms. Fees are due 30 days after receipt of an invoice from Escrow Agent detailing the services performed and setting forth fees therefor consistent with the then applicable fee schedule. Escrow Agent may deliver invoices not more frequently than monthly. Except for action to hold and safeguard the Intellectual Property and transfer or dispose of the IP Materials following termination as provided in this Section 6, Escrow Agent shall not be required to perform any service whenever any undisputed outstanding balance owed to Escrow Agent is not paid when due.

SECTION 7. LIABILITY AND DISPUTES

7.1. Right to Rely on Instructions. Escrow Agent may act in reliance upon any instruction, instrument, or signature reasonably believed by Escrow Agent to be genuine. Except with respect to a Contrary Instruction that is not timely delivered or lacks the representation set forth in Section 4.3(a), Escrow Agent may assume that any employee of a party to this Escrow Agreement who gives any Notice, request, or instruction has the authority to do so. Escrow Agent shall not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any Notice, request or instruction. Escrow Agent shall not be responsible for failure to act as a result of causes beyond the reasonable control of Escrow Agent.

7.2. Indemnification. Depositor and Authority each agree to indemnify, defend and hold harmless Escrow Agent from any and all Claims and Losses in connection with this escrow arrangement except to the extent such Liabilities were caused by the negligence or willful misconduct of Escrow Agent or its breach of this Escrow Agreement.

7.3. Dispute Resolution. Any dispute, controversy, claim or difference arising out of, or in connection with, or resulting from this Escrow Agreement, its application or interpretation, a breach thereof, or a Contrary Instruction issued hereunder, which cannot be settled amicably by the Parties, shall be subject to resolution in accordance with the dispute resolution provisions of the AGREEMENT. Escrow Agent agrees to be bound by any such final resolution. Notwithstanding the foregoing, any suit in interpleader brought

by Escrow Agent under Section 5.4 shall not be by arbitration and may be brought by Escrow Agent in any court having jurisdiction.

7.4. Controlling Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of California, without regard to conflict of law principles. The venue of any court, judicial or referee proceeding under this AGREEMENT shall be in Orange County, California, unless changed by the judicial officer.

7.5. Notice of Requested Order. If any Party intends to obtain an order from the arbitrator or any court of competent jurisdiction which may direct Escrow Agent to take, or refrain from taking, any action, that Party shall:

- (a) Give Escrow Agent at least two Business Days' prior Notice of the hearing; and
- (b) Ensure that Escrow Agent not be required to deliver the original (as opposed to a copy) of the IP Materials if Escrow Agent may need to retain the original in its possession to fulfill any of its other duties under this Escrow Agreement.

SECTION 8. GENERAL PROVISIONS

8.1. Escrow Agent Representation. Escrow Agent represents and warrants to Authority and Depositor that (a) to the best knowledge of Escrow Agent neither it nor any of its personnel has been the subject of any investigation or been convicted or indicted for commission of any crime involving misconduct, corruption, bribery or fraud in connection with any public contract in the State of California, or any other jurisdiction, except as has been specifically disclosed in writing to Authority and Depositor, and (b) should any such conviction or indictment be obtained or any such investigation commenced prior to the expiration of the term hereof, regardless of the date of the occurrence giving rise to the subject matter of such conviction, indictment or investigation, Escrow Agent will immediately disclose it in writing to Authority and Depositor.

8.2. Entire Escrow Agreement. This Escrow Agreement (including all Exhibits to this Escrow Agreement) contain the entire understanding of the parties with respect to the subject matter of this Escrow Agreement and supersede all prior agreements, understandings, statements, representations and negotiations between the parties with respect to their subject matter. Escrow Agent is not a party to the AGREEMENT between Depositor and Authority and has no knowledge of any of the terms or provisions of the AGREEMENT. Escrow Agent's only obligations to Depositor or Authority are as set forth in this Escrow Agreement. No amendment or modification of this Escrow Agreement shall be valid or binding unless signed by all the parties, except that Attachment A need not be signed by Authority and Attachment B need not be signed.

8.3. Notices. All notices, invoices, payments, deposits and other documents and communications under this Escrow Agreement shall be sent as provided in Article 11 of the AGREEMENT and given to the parties at the addresses specified in the attached Attachment B. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of address. The parties shall have the right to rely on the last known address of the other parties.

8.4. Severability. In the event any provision of this Escrow Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Escrow Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Escrow Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

8.5. Successors. This Escrow Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. However, Escrow Agent shall have no right to assign this Escrow

Agreement or delegate its duties hereunder without the prior written consent of Depositor and Authority; and Escrow Agent shall have no obligation in performing this Escrow Agreement to recognize any successor or assign of Depositor or Authority unless Escrow Agent receives unambiguous and authoritative written evidence of the change of Parties.

8.6. Regulations. Depositor and Authority are responsible for and warrant compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country from or to which the Intellectual Property may be delivered in accordance with the provisions of this Escrow Agreement.

8.7. Liability. No member, officer, or employee of Authority, Depositor or Escrow Agent shall be liable personally hereunder or by reason hereof.

8.8. Counterparts. This Escrow Agreement may be executed in any number of counterparts and by the different parties on different counterparts, each of which, when executed, shall be deemed an original, but all of which, taken together, shall constitute one and the same Escrow Agreement.

[signatures on next page]

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Source Code Escrow Agreement as of the date first written above.

OCTA

**ORANGE COUNTY TRANSPORTATION
AUTHORITY**

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____

DEPOSITOR:

By: _____
Name:
Title:

IP ESCROW AGENT:

By: _____
Name:
Title:

ATTACHMENT A

DESCRIPTION OF ESCROWED MATERIAL

Depositor Company Name: _____

Account Number _____

Product name _____ Version _____
(Product Name will appear as the Exhibit 1 Name on Account History report)

Owner of Product _____
(Name, address, tel. no., e-mail address)

SOURCE CODE DESCRIPTION:

Quantity	Media Type & Size	Label Description of Each Separate Item
_____	Disk 3.5" or _____	
_____	DAT tape _____mm	
_____	CD-ROM	
_____	Data cartridge tape _____	
_____	TK 70 or _____ tape	
_____	Magnetic tape _____	
_____	Documentation	
_____	Other _____	

PRODUCT DESCRIPTION:

Environment _____

SOURCE CODE INFORMATION:

Is the media or are any of the files encrypted? Yes / No If yes, please include any passwords and the decryption tools.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

SOURCE CODE VERIFICATION PROCEDURES:

[Insert in space below or provide as separate attachment]

Other required information _____

I certify for **Depositor** that the above described **Escrow Agent** has inspected and accepted IP Materials have been transmitted to _____ the above materials (any exceptions are noted above):

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Date: _____ Date Accepted: _____

Attachment A#: _____

Send materials to: IP Escrow Agent, _____ () _____

ATTACHMENT B

DESIGNATED CONTACT

Account Number _____
Notices, deposit material returns and
communications to Depositor should be
addressed to:

Invoices to Depositor pursuant to Section 4.4(a)
should be addressed to:

Company Name: _____

Address: _____

Designated Contact: _____

Telephone: (____) _____

Facsimile: (____) _____

E-mail: _____ Email: _____

Verification Contact: _____

Notices and communications to the Authority
should be addressed to each agency as follows:

Company Name: Orange County Transportation
Authority

Address _____

Designated Contact: _____

Telephone: (____) _____

Facsimile: (____) _____

E-mail: _____

Requests from Depositor and/or Orange County Transportation Authority to change the designated contact should be given in writing by the designated contact or an authorized employee of Depositor and/or Orange County Transportation Authority.

Contracts, IP Materials and Intellectual Property, notices, invoice inquiries and fee remittances to IP Escrow Agent should be addressed to:

_____ Date: _____

Telephone: (____) _____

Facsimile: (____) _____

E-mail: _____

FORM I: PERFORMANCE BOND

**FORM OF IMPLEMENTATION PHASE
PERFORMANCE BOND**

Agreement No. _____

Bond No. _____

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Orange County Transportation Authority ("AUTHORITY"), a public entity of the State of California, has awarded _____, a corporation organized under the laws of _____ ("Principal") an agreement to design, implement, operate and maintain a Back Office System and Customer Service Center for the 405 Express Lanes (the "Agreement");

AND WHEREAS, the AGREEMENT was awarded by AUTHORITY on _____ to provide the Work in accordance with the terms of the AGREEMENT, as therein specified;

AND WHEREAS, it is one of the conditions to execution of the AGREEMENT by AUTHORITY that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal and _____ (the "Surety" or "Co-Sureties"), an admitted surety insurer in the State of California, are firmly bound and held unto AUTHORITY, in the amount of _____ Dollars (\$_____) ("Bonded Sum") good and lawful money of the United States of America for the payment whereof, well and truly to be paid to AUTHORITY, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. The AGREEMENT is incorporated by reference in this Bond.
2. Unless the context otherwise requires, capitalized terms used but not separately defined in this Bond have the meaning given to them in the AGREEMENT.
3. If Principal or its heirs, successors, executors, administrators or assigns shall in all things stand to and abide by and well and truly keep, perform and complete all covenants, conditions, agreements, obligations and Work under the AGREEMENT, including any and all amendments, supplements, and alterations made to the AGREEMENT as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify, defend and save harmless AUTHORITY and all other Indemnified Parties, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect. In case suit is brought upon this Bond, the Surety (or Co-Sureties) will pay reasonable attorney's fee to be fixed by the court.
4. The obligations covered by this Bond specifically include the performance of each and every obligation of Principal under the AGREEMENT with respect to the Work required to complete the Implementation Phase, including its liability for Liquidated Damages and warranties as specified in the AGREEMENT, but not to exceed the Bonded Sum. Completion of the Implementation Phase, as used herein, means achievement of Go-Live of Implementation Phase.

5. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the AGREEMENT, or in the Work to be performed with respect to completion of the Implementation Phase, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the AGREEMENT, or any rescission or attempted rescission of the AGREEMENT or this Bond, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of AUTHORITY seeking to recover from this Bond, or any fraud practiced by any other person other than AUTHORITY seeking to recover from this Bond, shall in any way affect its obligations on this Bond, and it does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

6. The Surety (or Co-Sureties) agree(s) that payments made to contractors and suppliers to satisfy claims on the payment bond do not reduce the Surety's legal obligations under this Bond. Payments made to contractors or suppliers under any agreement where the Surety has arranged for completion of the Work to satisfy this Bond will not be considered payment bond claims.

7. Whenever Principal shall be, and is declared by AUTHORITY to be, in default under the AGREEMENT, provided that AUTHORITY is not then in material default thereunder, the Surety (or Co-Sureties) shall promptly, at AUTHORITY' election:

(a) remedy such default, or

(b) complete the Work covered by this Bond in accordance with the terms and conditions of the AGREEMENT, or

(c) select a contractor or contractors to complete all Work covered by this Bond in accordance with the terms and conditions of the AGREEMENT then in effect, using a contractor or contractors approved by AUTHORITY (provided, however, that the Surety may not select Principal or any affiliate of Principal to complete the Work for and on behalf of the Surety without AUTHORITY' express written consent, in its sole discretion), arrange for a contract meeting the requirements of the AGREEMENT between such contractor or contractors and AUTHORITY, and make available as Work progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the unpaid balance of the AGREEMENT Price; but not exceeding, including other costs and damages for which Surety (or Co-Sureties) is (are) liable hereunder, the Bonded Sum.

(d) Shall pay Authority for the Work in an amount not exceeding the Bonded Sum.

8. If Surety does not proceed as provided in Paragraph 7 of this Bond with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional Notice from the AUTHORITY to Surety demanding that Surety perform its obligations under this Bond, and AUTHORITY shall be entitled to enforce any remedy available to AUTHORITY.

9. The guarantees contained in this Bond shall survive completion of the Implementation Phase with respect to those obligations of Principal which survive Final Acceptance of Implementation Phase.

10. **[Use in case of multiple or co-sureties]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that AUTHORITY will have no obligation to deal with multiple sureties hereunder. All correspondence from AUTHORITY to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of Notice (by personal delivery or by certified mail, return receipt requested) to AUTHORITY designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be _____.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____
_____ on this _____ day of _____, A.D., 20__.

PRINCIPAL:

By: _____

Name:

Title:

Surety (full legal name):

Address:

By: _____

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority to sign must be furnished and a Power of Attorney attached.]

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(AFFIX NOTARIAL SEAL)

NOTARY PUBLIC

FORM J: PAYMENT BOND

**FORM OF IMPLEMENTATION PHASE
PAYMENT BOND**

Agreement No. _____

Bond No. _____

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Orange County Transportation Authority ("AUTHORITY") , a public entity of the State of California, has awarded to _____, a corporation organized under the laws of _____ ("Principal") an agreement to design, implement, operate and maintain a Back Office System and Customer Service Center for the 405 Express Lanes (the "AGREEMENT");

AND WHEREAS, AGREEMENT was awarded by AUTHORITY on _____ to provide the Work, as specified and in accordance with the terms of the AGREEMENT;

AND WHEREAS, it is one of the conditions to execution of the AGREEMENT by AUTHORITY that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal and _____ (the "Surety" or "Co-Sureties"), an admitted surety insurer in the State of California, are firmly bound and held unto AUTHORITY, in the sum of _____ Dollars (\$ _____) ("Bonded Sum") good and lawful money of the United States of America for the payment whereof, well and truly to be paid to AUTHORITY, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. The AGREEMENT is incorporated by reference in this Bond. Unless the context otherwise requires, capitalized terms used but not separately defined in this Bond have the meaning given to them in the AGREEMENT.

2. If Principal, its Subcontractors, hires, successors, executors, administrators or assigns shall fail to pay:

(a) any of the persons named in Civil Code section 40500 involved in performance of the Work for the Implementation Phase as provided for under the AGREEMENT;

(b) any amounts due under the Unemployment Insurance Code with respect to the Work for the Implementation Phase;

(c) any amounts required to be deducted, withheld and paid over to 1302 Franchise Tax Board from the wages of employees of the Principal and its Subcontractor pursuant to Revenue and Taxation Code Section 18662 et seq. with respect to such labor; or

(d) anyone required to be paid by law

then Surety shall pay for the same in an amount not to exceed the Bonded Sum; otherwise this obligation shall be null and void; otherwise it shall remain in full force and effect. In

case suit is brought upon this Bond, the Surety (or Co-Sureties) will pay reasonable attorney's fee to be fixed by the court.

3. This Bond shall inure to the benefit of any of the persons named in Civil Code Section 40500 or anyone required to be paid by law under the AGREEMENT so as to give a right of action to such persons or their assigns in any suit brought upon this Bond.

4. This Bond covers all of Principal's payment obligations under the AGREEMENT for the Work for the Implementation Phase, as set forth in the AGREEMENT

5. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the AGREEMENT, or in the Work to be performed with respect to the Implementation Phase, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the AGREEMENT, or any rescission or attempted rescission of the AGREEMENT or this Bond, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of AUTHORITY seeking to recover from this Bond, or any fraud practiced by any other person other than AUTHORITY seeking to recover from this Bond, shall in any way affect its obligations on this Bond, and it hereby waives notice of such changes, extension of time, alterations, additions, omissions or other modifications.

6. **[Use in case of multiple or co-sureties]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that AUTHORITY will have no obligation to deal with multiple sureties hereunder. All correspondence from AUTHORITY to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of Notice (by personal delivery or by certified mail, return receipt requested) to AUTHORITY designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be _____.

7. This bond shall inure to the benefit of the persons named in Civil Code section 40500 so as to give a right of action to such persons and their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____
_____ on this _____ day of _____, A.D., 20__.

PRINCIPAL:

_____.

By: _____
Name:
Title:

Surety (full legal name):

Address:

By: _____

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority must be furnished and a Power of Attorney attached.]

FORM K: OPERATIONS AND MAINTENANCE BOND

FORM OF OPERATIONS AND MAINTENANCE PERFORMANCE BOND

Agreement No. _____

Bond No. _____

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Orange County Transportation Authority ("AUTHORITY"), a public entity of the State of California, has awarded _____, a corporation organized under the laws of _____ ("Principal") an agreement to design, implement, operate and maintain a Back Office System and Customer Service Center for the 405 Express Lanes (the "AGREEMENT");

AND WHEREAS, the AGREEMENT was awarded by AUTHORITY on _____ to provide the Work in accordance with the terms of the AGREEMENT, as therein specified;

AND WHEREAS, it is one of the conditions to execution of the AGREEMENT by AUTHORITY that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal and _____ (the "Surety" or "Co-Sureties"), an admitted surety insurer in the State of California, are firmly bound and held unto AUTHORITY, in the amount of _____ Dollars (\$_____) ("Bonded Sum") good and lawful money of the United States of America for the payment whereof, well and truly to be paid to AUTHORITY, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. The AGREEMENT is incorporated by reference in this Bond.
2. Unless the context otherwise requires, capitalized terms used but not separately defined in this Bond have the meaning given to them in the AGREEMENT.
3. If Principal or its heirs, successors, executors, administrators or assigns shall in all things stand to and abide by and well and truly keep, perform and complete all covenants, conditions, agreements, obligations and Work under the AGREEMENT, including any and all amendments, supplements, and alterations made to the AGREEMENT as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify, defend and save harmless AUTHORITY and all other Indemnified Parties, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect. In case suit is brought upon this Bond, the Surety (or Co-Sureties) will pay reasonable attorney's fee to be fixed by the court.
4. The obligations covered by this Bond specifically include the performance of each and every obligation of Principal under the AGREEMENT with respect to the Work required to complete the Implementation Phase, including its liability for Liquidated Damages and warranties as specified in the AGREEMENT, but not to exceed the Bonded Sum.

5. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the AGREEMENT, or in the Work to be performed with respect to completion of the Implementation Phase, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the AGREEMENT, or any rescission or attempted rescission of the AGREEMENT or this Bond, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of AUTHORITY seeking to recover from this Bond, or any fraud practiced by any other person other than AUTHORITY seeking to recover from this Bond, shall in any way affect its obligations on this Bond, and it does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

6. The Surety (or Co-Sureties) agree(s) that payments made to contractors and suppliers to satisfy claims on the payment bond do not reduce the Surety's legal obligations under this Bond. Payments made to contractors or suppliers under any agreement where the Surety has arranged for completion of the Work to satisfy this Bond will not be considered payment bond claims.

7. Whenever Principal shall be, and is declared by AUTHORITY to be, in default under the AGREEMENT, provided that AUTHORITY is not then in material default thereunder, the Surety (or Co-Sureties) shall promptly:

(a) remedy such default, or

(b) complete the Work covered by this Bond in accordance with the terms and conditions of the AGREEMENT, or

(c) select a contractor or contractors to complete all work covered by this Bond in accordance with the terms and conditions of the AGREEMENT then in effect, using a contractor or contractors approved by AUTHORITY (provided, however, that the Surety may not select Principal or any affiliate of Principal to complete the Work for and on behalf of the Surety without AUTHORITY' express written consent, in its sole discretion), arrange for a contract meeting the requirements of the AGREEMENT between such contractor or contractors and AUTHORITY, and make available as Work progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the unpaid balance of the AGREEMENT Price; but not exceeding, including other costs and damages for which Surety (or Co-Sureties) is (are) liable hereunder, the Bonded Sum.

8. If Surety does not proceed as provided in Paragraph 7 of this Bond with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional Notice from the AUTHORITY to Surety demanding that Surety perform its obligations under this Bond, and AUTHORITY shall be entitled to enforce any remedy available to AUTHORITY.

9. The guarantees contained in this Bond shall survive completion of the Implementation Phase with respect to those obligations of Principal which survive Final Acceptance of Implementation Phase.

10. **[Use in case of multiple or co-sureties]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that AUTHORITY will have no obligation to deal with multiple sureties hereunder. All

correspondence from AUTHORITY to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of Notice (by personal delivery or by certified mail, return receipt requested) to AUTHORITY designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be _____.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____
_____ on this _____ day of _____, A.D., 20__.

PRINCIPAL:

By: _____

Name:

Title:

Surety (full legal name):

Address:

By: _____

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority to sign must be furnished and a Power of Attorney attached.]

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(AFFIX NOTARIAL SEAL)

NOTARY PUBLIC

FORM L: IRAN CONTRACTING CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION
(California Public Contract Code Sections 2200, *et seq.*)

The Iran Contracting Act of 2010 (PCC Sections 2200-2208), prohibits bidders who are engaged in investment activities in the energy sector of Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods or services of one million dollars (\$1,000,000) or more. At the time of submitting a bid, each bidder must certify that the bidder is not identified on the Department of General Services list of ineligible persons pursuant to PCC Section 2203(b). Each bidder is also required to certify that the bidder is not engaged in investment activities in violation of the Iran Contracting Act of 2010.

A bidder who is engaged in investment activities in the energy sector of Iran is defined as:

1. A person providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A person that is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to PCC Section 2203(b).

A bidder is not required to certify that it is engaged in investment activities in the energy sector of Iran if the bidder is exempt from the certification under PCC Section 2203(c) or (d). If the bidder is exempt from the certification requirement, the bidder will be required to provide documentation demonstrating the exemption.

To comply with the Iran Contracting Act of 2010, the bidder shall complete **one** of the options below. Please note: under PCC Section 2205, false certification of this form may result in civil penalties of \$250,000 or twice the amount of the contract for which false certification was made, termination of the contract, and/or ineligibility to bid on contracts for a period of three years.

Option #1: Certification

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

Vendor/Financial Institution: _____

Signature: _____

Name and Title: _____

Date: _____

Option #2: Exemption

Pursuant to PCC Section 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit proposals for, or enter into or renew a contract with a public entity for goods or services of one million dollars (\$1,000,000) or more. If the bidder, financial institution, or any subcontractor who will perform work or labor or render services to the bidder has obtained an exemption from the certification requirement, please complete and sign below and attach the documentation demonstrating the exemption approval.

Vendor/Financial Institution: _____

Signature: _____

Name and Title: _____

Date: _____

Option #3: Non-Applicability

Pursuant to PCC Section 2203(b), a bidder or financial institution engaged in investment activities in Iran may not be eligible for, or to bid on, submit proposals for, or enter into or renew a contract with a public entity for goods or services of one million dollars (\$1,000,000) or more. If the contract is not for goods or services of one million dollars (\$1,000,000) or more, please sign below indicating that the contract is not for goods or services of one million dollars (\$1,000,000) or more and thus bidder is not required to certify and does not meet the exemption.

Vendor/Financial Institution: _____

Signature: _____

Name and Title: _____

Date:

(This form is required from the Prime only.)

**FORM M: PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL
DOCUMENTS**

PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL DOCUMENTS

Offeror is required to submit one copy of the completed and signed form as part of its proposal and it should be included only in the original proposal. Offeror shall complete either Option 1 or Option 2 which ever applies.

Option #1: Public Records Act Indemnification Agreement

By signing below, the Offeror agrees as follows regarding its Proposal:

If Authority receives a Public Records Act request (Government Code sections 6250 et seq.) which seeks any portion of Offeror's proposal that the Offeror has marked as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation (the "PRA Documents"), the Authority will notify the Offeror of the request. The Offeror shall, within three business days of such notification from the Authority, inform the Authority as to whether it desires the PRA Documents to be withheld, and shall thereafter timely provide a legal basis for each such requested withholding. If the Authority determines to withhold the PRA Documents, Offeror shall indemnify and defend Authority from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs.

Offeror shall pay all costs, immediately as they come due, pertaining to any action under the Public Records Act related to any portion of Offeror's Proposal marked or designated as described above, and withheld by Authority. If the Offeror fails to notify the Authority in writing within three business days, or to timely provide a legal basis for the withholding of documents, Offeror agrees that Authority shall release and disclose Offeror records, notwithstanding any marking or designation of the PRA Documents.

In no case shall Authority be liable for any inadvertent disclosure of any Offeror proposal documents, or any disclosure made by Authority upon a good faith belief that disclosure is required by law, or in the event Offeror has failed to notify the Authority in writing of its desire to withhold the PRA Documents within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such PRA Documents, and Offeror waives any claims it may have had related to such disclosure.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____

Option #2: Non-Applicability

This Offeror has not marked any portion of its proposal as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____

FORM N: OFFEROR RECENT CLIENT LIST

Offeror Name:

Offeror Recent Client List

(For most recent three years)

[illegible]

FORM O: REFERENCE FORMS

Reference Forms O-1

Form O-1 Part 1
BOS Implementation and Maintenance

Offeror shall use this attachment to clearly demonstrate how Offeror meets the minimum qualification requirements for Proposals with regard to Offeror project experience. Each reference provided may be contacted by the Authority. Copy this form as needed to comply with the requirements outlined in the RFP for the Implementation and Maintenance Phase minimum qualifications. ***References must be from a third party agency or company for whom Offeror has performed similar services.***

Offeror Name:

Please check off which qualifications requirement this reference is intended to address (you may check more than one box to cover multiple requirements as long as the explanation below is sufficiently detailed).



Implementation



Maintenance

Reference Company/Agency Name:		
Address:		
City:	State:	Zip Code:
Phone Number:	Fax Number:	
Project Manager Reference:		
E-mail:		
Alternate Reference*:		
Phone Number:	Fax Number:	
E-mail:		
Alternate Reference Role on Reference Project:		
*Must be completed in addition to the Project Manager reference		

Offeror's role on project and years of participation (mm/dd/yy to mm/dd/yy):

Project location, scope, cost, start / end dates:

Description of project functions and operations including size:

Relevant hardware, software and systems used:

Comparison to the Authority requirements:

Installed System or Maintenance documented performance, as applicable:

Form O-1 Part 2
Operations

Offeror shall use this attachment to clearly demonstrate how Offeror meets the minimum qualification requirements for proposals with regard to Offeror project experience in Operations. Each reference provided may be contacted by the Authority. Copy this form as needed to comply with the requirements outlined in the RFP for minimum qualifications. ***References must be from a third party agency or company for whom Offeror has performed services.***

Offeror's Name:

Reference Company/Agency Name:	
Address:	
City:	State: Zip Code:
Phone Number:	Fax Number:
Project Manager Reference:	
E-mail:	
Alternate Reference*:	
Phone Number:	Fax Number:
E-mail:	
Alternate Reference Role on Reference Project:	
*Must be completed in addition to the Project Manager reference	
Offeror's role on project and years of participation (mm/dd/yy to mm/dd/yy):	

Project location, scope, cost, start / end dates:

Description of project functions and operations performed, including size:

Relevant hardware, software and systems used:

Comparison to Authority' requirements:

Operations documented performance:

Reference Forms O-2

Form O-2
Key Team Personnel

Offeror shall use this form to clearly show how Offeror meets the requirements set forth in the RFP for Key Team Personnel members. References must be provided from an outside agency or company and shall not be an internal Offeror reference. Each reference provided may be contacted to determine the respondent's ability to meet the Proposal requirements. Copy this form as needed to comply with the requirements of the RFP and the number of references cited. ***References must be from a third party agency or company for whom Key Team Personnel has performed similar services.***

Offeror Name _____

Key Team Personnel Member _____

Proposed Position _____

Reference Company Name:		
Address:		
City:	State:	Zip Code:
Phone Number:	Fax Number:	
Project Manager:		
E-mail:		
Number of total years' experience of Key Team Personnel member in similar role to one proposed for the Authority:		
Reference Project:		
Key Team Personnel member role on reference project, including dates of participation and job description:		
Description of reference project location, scope, cost, start / end dates, etc.:		
Operational functionality and size of operations (accounts, transactions; notices...)		
Key Team Personnel member's major contributions and highlights:		
Key Team Personnel involved and role who are also proposed on the Authority project:		

FORM P: LIST OF SUBCONTRACTORS

List of Subcontractors

Offeror Name:

Please duplicate this page as necessary to provide the requested information.

	SUBCONTRACTOR	SUBCONTRACTOR	SUBCONTRACTOR
Legal Name of Company			
Company Contact Name			
Company Address			
City, State, Zip Code			
Company Telephone No.			
Company Fax Number			
Company E-mail address			
Legal Name of Principal(s)			
Address of Principal(s)			
City, State, Zip Code			
Telephone No. of Principal(s)			
Fax Number of Principal(s)			
E-mail address of Principal(s)			
Corporate Number (if applicable)			
License Number (if applicable)			
Status of License (if applicable)			
Work to be Performed			
Committed Dollar Amount of Total Work			
Committed Percentage of Total Work			

By: _____
President or Vice President

Signature: (1) _____

Attest: _____
Secretary (or Assistant Secretary)

Signature: (2) _____

(Affix Corporate Seal)

FORM Q: CONFORMANCE MATRIX

Instructions for Completing Conformance Matrix

- 1) The Offeror must complete and submit the Excel version of Form Q: Conformance Matrix, which is provided with the RFP package.
- 2) The Matrix covers each of the requirements set forth in Exhibit B, Scope of Work and Requirements.
- 3) Offerors shall not alter the Requirements Conformance Matrices in any way and must use the workbook provided. The Offeror shall submit a PDF version of the completed matrices in Proposal Section 4 of the Technical Proposal, in addition to submitting the Excel version of the matrix on a flash drive, as directed in Proposal Section C.
- 4) The following are instructions for completion of the Requirements Conformance Matrix for Volume I Project Management, Volume III CSC Requirements, and Volume IV Performance Measures:
 - a) There are four columns in the matrix as follows:
 - i. No. (Column A): A sequential number that matches the requirement numbers in the Requirements.
 - ii. Requirements (Column B): A description of each requirement.
 - iii. Compliance (Column C): Offeror must select one of the two (2) response codes (Y/N) for each Requirement and enter it in this column as further detailed in item “b)” below.
 - iv. Comments (Column D): This field must be completed if the Compliance code is entered as “N = no” for the particular requirement in order to explain why the Offeror is not complying with the Requirements.
 - b) Offerors must complete the Compliance (Column C) in the following manner:
 - i. Yes = Y: Enter a “Y” in this column if the stated requirement will be met by the Offeror and included in its Proposal.
 - ii. No = N: Enter an “N” if the Offeror will not meet the associated stated requirement as part of its Proposal. If any row in the Compliance column is completed as “N” then Offeror must provide an explanation in the Comments (Column D) in the corresponding row. The comment field may reference information that is included elsewhere in the Proposal.
- 5) The following are instructions for completion of the Volume II BOS Requirements Conformance Matrix:
 - a) There are eight columns in the - Volume II BOS Requirements Conformance Matrix as follows:
 - i. No. (Column A): A sequential number that matches the requirement number in the Requirements.

- ii. Requirements (Column B): A description of each requirement.
- iii. Compliance (Column C): Offeror must select one of the two (2) response codes (Y/N) for each Requirement and enter it in this column as further detailed in item “b)” below.
- iv. Status (Column D): Offeror must select one of the four (4) response codes for each Requirement and enter it in this column as further detailed in item “c)” below.
- v. Customer Name and Location, If Applicable (Column E): Offeror must indicate the Customer Name and Location where the functionality was deployed or implemented if the Requirement is identified as current or modified. If the software was deployed at more than one customer, the Customer Name and Location is only required for a single customer.
- vi. Source (Column F): Indicate who will be providing the functionality; Offeror (O), subcontractor (S), third party (T), or not applicable (NA).
- vii. Subcontractor Name and/or 3rd Party Product/Vendor, If Applicable (Column G): If the functionality is provided by a subcontractor or third party then please enter the name of the party or product.
- viii. Comments (Column H): This field must be completed if the Status code is entered as "N=No" in Column C or “NP = not provided” in Column D for the particular Requirement in order to explain why the Offeror is not complying with this Requirement.

b) Offerors must complete the Compliance (Column C) in the following manner:

- i. Yes = Y: Enter a “Y” in this column if the stated requirement will be met by the Offeror and included in its Proposal.
- ii. No = N: Enter an “N” if the Offeror will not meet the associated stated requirement as part of its Proposal. If any row in the Compliance column is completed as “N” then Offeror must provide an explanation in the Comments (Column H) in the corresponding row. The comment field may reference information that is included elsewhere in the Proposal.

c) Offerors must complete the Status (Column D) in the following manner:

- i. Base Product = B: Enter an “B” in this column if the Requirement described is already incorporated into the Offeror’s baseline system and is provided in the proposed BOS and CSC Operations for the 405 Express Lanes.
- ii. Base Modified = M: Enter an “M” in this column if the functionality exists and is provided in the proposed BOS and CSC Operations for the 405 Express Lanes but needs to be modified to meet the requirement.
- iii. New Development = D: Enter a “D” if the Offeror’s baseline system does not currently have the required functionality but the functionality will be provided in the proposed BOS and CSC Operations for the 405 Express Lanes and will be developed to meet the requirement.
- iv. Not Provided = NP: Enter an “NP” if the Offeror will not provide the functionality and will not meet the requirement as part of its Proposal. If any row in the Status column is completed as “NP” then Offeror must provide an explanation in the Comments (Column H) in the corresponding row. The comment field may reference information that is included elsewhere in the Proposal.

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 ten (10) Business Days of the Agreement's Effective Date for review and Approval.		
6	The Contractor shall identify the tools and products used to manage the Project and the internal controls instituted by the Contractor to guarantee successful delivery of the Project.		
	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;		

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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)		

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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.		

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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;		