



**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
REQUEST FOR PROPOSALS (RFP) 23-1002963**

FOR

CALL BOX CALL ANSWERING CENTER SERVICES

KEY RFP DATES

RFP Issue Date:	Friday, July 28, 2023
Pre-Proposal Conference Date:	Monday, August 7, 2023 at 2:00 p.m.
Question Submittal Deadline:	Friday, August 11, 2023 at 4:00 p.m.
Proposal Due Date:	Friday, August 25, 2023 at 2:00 p.m.
Interview Date:	Wednesday and/or Thursday, September 13/14, 2023
Contract Award:	December 2023
Limited Notice To Proceed (NTP 1):	December, 2023
Notice to Proceed (NTP 2):	July 1, 2024

***ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE**



July 28, 2023

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS (RFP) 23-1002963,
“CALL BOX CALL ANSWERING CENTER SERVICES”, (hereinafter
referred to as “Project”)**

The San Bernardino County Transportation Authority (“SBCTA”) invites proposals from qualified firms to provide the services identified in this RFP.

Firms intending to submit proposals should note the “Key RFP Dates” on the cover of this RFP. It is our intention, subject to approval by SBCTA’s Awarding Authority, to have the selected firm under contract by December 2023. Firms submitting proposals will be evaluated based on qualifications, prior experience with the same or similar type of services identified in the attached Scope of Work, proposed staffing, the firm’s understanding of the needs and requirements of the Project, cost and price, and overall value to SBCTA as identified in this RFP.

The RFP and all RFP schedule updates and addenda, together with other important information, are available on the Vendor Portal on SBCTA’s website at: www.gosbcta.com, click on “Doing Business”, which will take you to the “Bids & RFPs” page. There, click on the tab “Vendor Portal”. The Vendor Portal is the official means of notification to all prospective proposers. Firms are requested to check the Vendor Portal periodically, and no less frequently than weekly, for RFP schedule updates, addenda, and other information. All proposers will be held accountable for compliance with all updates, addenda and other information posted on the website. Please note that SBCTA will not be responsible for mailing any addenda, schedule updates or other information to any firm.

Proposals are due on or before 2:00 p.m., Friday August 25, 2023.

A virtual Pre-Proposal Conference is scheduled for Monday, August 7, 2023 at 2:00 p.m, via Zoom. Attendance at this Pre-Proposal Conference is encouraged but not mandatory. However, all proposers will be held accountable for any addenda issued related to information and instructions given at the Pre-Proposal Conference. Proposers that attend are asked to submit their information using this link within 24 hours of the meeting: <https://sanbag-lfweb.sanbag.ca.gov/Forms/Signin>. All questions and or clarifications to this RFP, including questions that could not be specifically addressed at the Pre-Proposal Conference, must be put in writing and submitted electronically via Planet Bids no later than Friday, August 11, 2023 at 4:00 p.m.

Join Zoom Meeting

<https://gosbcta.zoom.us/j/82803555167?pwd=dytBVCtwTHNBbnJ5YXZvN3k4dWtkQT09>

Meeting ID: 828 0355 5167

Passcode: 497194

One tap mobile

+16699006833,,82803555167#,,,,*497194# US (San Jose)

+16694449171,,82803555167#,,,,*497194# US

Dial by your location

- +1 669 900 6833 US (San Jose)
- +1 669 444 9171 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 929 436 2866 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US

Meeting ID: 828 0355 5167

Passcode: 497194

Find your local number: <https://gosbcta.zoom.us/j/82803555167?pwd=dytBVCtwTHNBbnJ5YXZvN3k4dWtkQT09>

Questions received after the date and time specified may or may not be responded to, at the sole discretion of SBCTA. SBCTA's responses to the questions received by the date and time identified herein, including SBCTA's answers will be posted on the Vendor Portal on SBCTA's website at www.gosbcta.com: click on "Doing Business", which will take you to the "Bids & RFPs" page. There, click on the tab "Vendor Portal".

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

REQUEST FOR PROPOSALS 23-1002963

FOR

“CALL BOX CALL ANSWERING CENTER SERVICES”

I. PROPOSAL INSTRUCTIONS

A. INTRODUCTION

The San Bernardino County Transportation Authority (“SBCTA”) is soliciting proposals from qualified firms (“firms” or “proposers”) to assist SBCTA with call box call answering center services (“Project”).

B. CONTACT INFORMATION

All inquiries, contacts or questions related to this RFP shall be directed to:

**Noah Bedrosian – Consultant, Procurement
SBCTA
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
(909) 884-8276
nbedrosian@gosbcta.com and cc:
procurement@gosbcta.com**

Proposers are cautioned not to discuss this RFP with any official, Board Member or employee of SBCTA, other than the staff identified herein. Neither proposers, nor anyone representing the proposer, are to discuss this RFP with any consultant or contractor engaged by SBCTA for assistance in preparing a response to the RFP. Violation of this prohibition may result in disqualification of the proposer.

C. PRE-PROPOSAL CONFERENCE

A virtual Pre-Proposal Conference is scheduled for Monday, August 7, 2023 at 2:00 p.m., via Zoom. Attendance at this Pre-Proposal Conference is encouraged but not mandatory. However, all proposers will be held accountable for any addenda issued related to information and instructions given at the Pre-Proposal Conference e. Proposers that attend are asked to submit their information using this link within 24 hours of the meeting: <https://sanbag-lfweb.sanbag.ca.gov/Forms/Signin..>

Join Zoom Meeting

<https://gosbcta.zoom.us/j/82803555167?pwd=dYtBVCTwTHNBbnJ5YXZvN3k4dWtkQT09>

Meeting ID: 828 0355 5167

Passcode: 497194

One tap mobile

+16699006833,,82803555167#,,,,*497194# US (San Jose)

+16694449171,,82803555167#,,,,*497194# US

Dial by your location

- +1 669 900 6833 US (San Jose)
- +1 669 444 9171 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 929 436 2866 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US

Meeting ID: 828 0355 5167

Passcode: 497194

Find your local number: <https://gosbcta.zoom.us/j/82803555167?pwd=dYtBVCTwTHNBbnJ5YXZvN3k4dWtkQT09>

D. WRITTEN QUESTIONS/CLARIFICATIONS

All questions and or clarifications to this RFP, including questions that could not be specifically addressed at the Pre-Proposal Conference, must be put in writing and submitted electronically via Planet Bids, and they must be received by SBCTA no later than 4:00 p.m. on Friday, August 11, 2023. Questions received after the date and time specified may or may not be responded to, at the sole discretion of SBCTA. SBCTA's responses to the questions received by the date and time identified herein, including SBCTA's answers will be posted on the Vendor Portal on SBCTA's website at www.gosbcta.com: click on "Doing Business", which will take you to the "Bids & RFPs" page. There, click on the tab "Vendor Portal".

E. ADDENDA

Any changes to this RFP will be made by written addendum and posted on SBCTA's website. SBCTA will not be bound to any modifications to or deviations from the requirements set forth in this RFP as a result of any oral discussions and/or instructions. Proposers shall acknowledge any addenda in their proposal.

F. CONTRACT TYPE

A Time and Materials contract will be used for the Project. Any work provided by the selected firm that is not specifically covered by the contract will not be reimbursed. Please refer to the form of contract attached to this RFP for more detailed information.

G. INFORMED PROPOSER

Proposers shall review the Scope of Work, (Attachment A), the Price Proposal (Attachment B) and the contract (Attachment C), for a complete understanding of the terms and conditions of this RFP. Proposers are expected to be fully aware of the conditions, requirements, and Scope of Work before submitting any proposal. Failure to do so will be at the proposer's own risk. By submitting a proposal, the proposer represents that it is legally qualified and fully capable of performing quality work to achieve SBCTA's objectives and comply with all requirements identified in this RFP and any and all schedule updates, addenda and other information and instructions posted on SBCTA's website or provided in the Pre-Proposal Conference as set forth above.

H. INSURANCE REQUIREMENTS (See Insurance Requirements in Sample Contract)

Proposer shall review the insurance language and insurance limits in the sample contract. Proposer shall be fully prepared to secure the necessary insurance coverage and limits as detailed in the Contract and comply with all insurance requirements or the Proposer must identify areas of conflict with the insurance requirements and provide a list of concerns in its response to the RFP as exceptions. Furthermore, submitting the "Certificate of Compliance with Insurance Requirements" form as part of the proposal certifies the Proposer's understanding and compliance of the insurance requirements, without exceptions.

I. CONFLICT OF INTEREST

Any person or firm that has assisted SBCTA in preparing any aspect of this RFP or any cost estimate associated with the Scope of Work related to this RFP is prohibited from submitting a proposal in response to this RFP. Firms that received assistance from any such person or entity, or who will use the services of such person or entity in performing the Work, will be disqualified. A firm who is prohibited from submitting a proposal in response to this RFP will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time.

J. PRE-CONTRACTUAL EXPENSES

SBCTA shall not be liable for any pre-contractual expenses incurred by the firm in preparation or submission of their proposal. The proposer shall not include any such expenses as part of their price proposal. Prohibited pre-contractual expenses include any and all expenses incurred by the proposer prior to issuance of the Notice To Proceed by SBCTA.

K. IRAN CONTRACTING ACT OF 2010

All proposers shall submit written certification, in accordance with Public Contract Code Section 2204(a), that at the time the proposal is submitted, the proposer signing the proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person (as defined in Public Contract Code Section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

Proposers are cautioned that making a false certification may subject the proposer to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code Section 2205.

L. PREVAILING WAGES

Intentionally Omitted.

M. MATERIALS FURNISHED BY SBCTA

All software, data, reports, surveys, drawings, and other documents furnished to the consultant by SBCTA for the consultant's use in the performance of Work shall be made available only for use in performing the assignment and shall remain the sole property of SBCTA. All such materials shall be returned to SBCTA upon completion of Work, termination of the contract, or other such time as SBCTA may determine.

N. DISADVANTAGED BUSINESS OPPORTUNITIES

Though no DBE goal is set for this Project, SBCTA encourages participation from small and Disadvantaged Business Enterprise (DBE). Firms interested in the DBE program may contact Shaneka Morris, Procurement Manager, at (909) 884-8276.

II. PROPOSAL SUBMITTAL

The procurement will be conducted electronically through SBCTA's Vendor Portal PlanetBids. SBCTA will not accept paper copies for any part of this procurement, including the proposal submittal.

Proposals are due at or before 2:00 p.m., Friday, August 25, 2023. Proposals will be submitted electronically through SBCTA's Vendor Portal PlanetBids. To propose for this project vendors must be registered with PlanetBids.

A firm must accept the PlanetBids Terms and Conditions in order to proceed. Firms will have a series of tabs and may save their bid at any time as a Draft. Firms may edit the bid as often as they need to until the RFP closes. Please note that where two or more firms, persons or entities wish to submit one proposal in response to this RFP, they should do so on a prime/subconsultant basis rather than as a joint venture. SBCTA will contract with a single firm, person or entity only and not with a joint venture.

A. PROPOSAL CONTENT

The proposal is limited to a 50 page cap (8 ½” x 11”), in no less than 11-point font. Charts and schedules may be included in 11” x 17” (counted as 1 page) format. Each page must be consecutively numbered. Proposals shall not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals that do not contain the required information will be deemed non-responsive and will not be considered. The page limit does not include the following:

Documents not included in page count
Table of Contents
Cover Letter
Memorandums from Subconsultants
SBCTA-provided Forms
Outside Cover
Section Dividers
Appendices

If at any time during the RFP process a firm makes any changes to proposed key personnel or subconsultants, the firm must notify SBCTA in writing of those proposed changes as soon as they are known. SBCTA reserves the right to accept or reject such proposed changes or to revise the evaluation scoring to reflect the proposed staffing changes.

All proposals must include the following information:

1. Cover Letter

- Identification of all proposed subconsultants, including description of the work to be performed by the firm and each subconsultant proposed for the Project and an estimate of the percentage of work to be performed by each subconsultant.
- Indicate the location of the office from which the work will be performed.
- A memorandum from a principal of each subconsultant indicating the specific portion of the Work the subconsultant will be performing.
- Acknowledgement of all addenda.
- A signed statement by an officer of the prime firm attesting that all information in the proposal is true and correct.

- A signature of an authorized person within the prime firm who can bind the firm to the terms and conditions of the RFP.
- A statement that the proposal shall remain valid for 120 days from the date of submission.
- A list of all prime contracts (if any) awarded to the proposer by SBCTA for the last five (5) years. The list shall include a short description of the project, the award date, completion date, name of assigned Project Manager and contract value.

2. Contract Termination Circumstances

If proposer has ever been terminated from a contract, describe the facts and circumstances in detail. If not applicable, state not applicable in the termination section of your proposal.

3. Technical Information

The technical portion of the proposal shall include the following information:

a. Qualifications, Related Experience, and References

This section of the proposal should establish the ability of the proposed team to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with agencies and cities directly involved in this Project, if applicable; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Specifically:

- Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a general description of the firm's current financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede ability to complete the Project.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and the participation in such work by the key personnel proposed for assignment to this Project. Highlight the firm's and key personnel's experience with the work or services identified in the Scope of Work.
- Describe experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas directly related to this RFP.

- Provide a list of past joint work by the proposer and each subconsultant, if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.
- Provide completed reference forms for work of a similar nature to what is in this RFP. (See 6. References for full details). References may also be supplied from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the method that will be used to manage the Project as well as identify key personnel assigned and their qualifications.

Specifically:

- Provide education, experience and applicable professional credentials of proposed staff.
- Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this Project, current assignment, level of commitment to that assignment, availability for this assignment, and how long each person has been with the firm. SBCTA reserves the right to review, approve and/or designate the positions and functions deemed to be “key” to the Project and request information concerning key personnel not listed as such by the proposer.
- Furnish brief resumes (not more than two [2] pages each) for the proposed key personnel.
- Include a Project organization chart that clearly delineates communication and reporting relationships among the project staff, including subconsultants.
- Include a statement that key personnel will be available to the extent proposed, or designated by SBCTA, for the duration of the Project, acknowledging that no person designated as "key" to the Project shall be removed or replaced without the prior written concurrence of SBCTA.

c. Project Approach/Work Plan

This section of the proposal shall provide a narrative that addresses the Scope of Work and shows understanding of the Project needs and requirements.

Specifically:

- Describe the approach and work plan for completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the firm's ability to accomplish the project objectives and to meet the Project schedule.

- Outline sequentially the activities that would be undertaken in completing the tasks and specify who in the firm would perform the work.
- Furnish a Project schedule for each task and subtask in terms of elapsed weeks from commencement date.
- Identify methods that will be used to ensure quality control as well as budget and schedule control for the Project.
- Identify any special issues or problems that are likely to be encountered during this project and how will they be addressed.

Proposers are encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

4. Forms – Proposers are required to complete and submit the following forms, which are included in this RFP, with their proposal:

- Bidder Information
- Certificate of Compliance with Insurance Requirements
- Disclosure of Campaign Contributions to Board of Directors
- Consultant Questionnaire
- Consultant Reference Check (bidder needs to address)
- Price Proposal forms
- Iran Contracting Act of 2010 Certification

5. Price Proposal –

Proposers shall complete the pricing documents in this RFP identified as Attachment B, and submit with their proposal.

6. References –

Proposing firm and the Project Manager shall each have a total of 3 completed Reference Forms (See Attachment E) submitted directly from current or past clients. It is the responsibility of the Proposer to ensure timely return of any/all Reference Forms to nbedrosian@gosbcta.com and cc: procurement@gosbcta.com in accordance with the proposal due date and time established within this solicitation. Reference Forms will only be accepted if received directly from the client, forms received directly from the Proposer will NOT be evaluated. Reference Forms must include the name, title, address, telephone number, and e-mail address of the person(s) at the client organization who is most knowledgeable about the work performed.

7. Scope of Work and / or Contract Exceptions

SBCTA does not anticipate making substantive changes to its form contract. Proposers should include in their proposals a written discussion of any and all proposed exceptions to or deviations from SBCTA's Scope of Work or form of contract presented herein as Attachment C. Proposers will be deemed to have accepted any and all terms and conditions not objected to or identified for any exception or deviation in the proposal and no further negotiations of any such term or condition will occur. SBCTA will not negotiate exceptions or deviations not presented in the proposal and may reject any exceptions or deviations that affect terms or conditions that SBCTA considers non-negotiable.

8. Appendices

Information considered pertinent to this RFP or to the evaluation of qualifications of the proposer, which has not been specifically solicited in any of the aforementioned sections, may be placed in a separate appendix section. Appendices are not included within the page limit set forth above. Appendices should be relevant and brief.

9. Confidential Documents

Proposers are advised that any and all documents related to this procurement will be made available to the public on SBCTA's website upon the conclusion of this procurement. Any sensitive, confidential, or financial statements should be submitted as a separate document, under separate cover, and marked as "Confidential."

III. ACCEPTANCE OF PROPOSALS

SBCTA reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in a proposal. SBCTA reserves the right to withdraw or cancel this RFP at any time without prior notice and SBCTA makes no representation that any contract will be awarded to any firm responding to this RFP. SBCTA reserves the right to reject all proposals and to re-issue (or not re-issue) a new RFP for the same or similar Work. SBCTA reserves the right to postpone proposal openings for its own convenience. Proposers may withdraw their proposals before the proposal submittal date by submitting a written request signed by an authorized representative of the firm and delivered to SBCTA's Procurement Manager at the address identified herein.

IV. SELECTION CRITERIA AND WEIGHTS

The primary objective of SBCTA is to select a qualified firm to perform the Scope of Work for SBCTA at a fair and reasonable cost. In addition, SBCTA has established the following criteria for the selection process:

- A. The selection process shall be fair, open, and competitive.
- B. The selection of the firm will be based on clearly stated objectives identified in this RFP.

- C. Selection of the firm shall be based upon demonstrated competence, professional qualifications, experience and capabilities, and overall best value to perform the required Work identified in the Scope of Work.
- D. Upon review of the proposals, a shortlist of firms within the competitive range will be invited to an interview tentatively scheduled for **Wednesday, September 13, 2023, and/or Thursday, September 14, 2023 via Zoom OR** at SBCTA's office located at 1170 W. 3rd Street, San Bernardino, CA 92410. **The interview will consist of a video tour of your facility and will be scored as a part of the interview scoring.** Note that the "notice of intent to award" is contingent upon SBCTA's in-person inspection and confirmation/approval of the proposed call center (not to be scored as part of this process). The contract will be awarded to the firm who offers the overall best value, best conforming to the RFP, which is, in the opinion of SBCTA, most advantageous to SBCTA, and with whom a successful negotiation and agreement on cost and price can be concluded. The determination of the competitive range is at the sole discretion of SBCTA's Evaluation Committee.
- E. SBCTA reserves the right to reject any and all proposals and to negotiate with any responsible, responsive firm. SBCTA is under no obligation to award a contract for the Scope of Work. At the conclusion of the evaluation process, the Evaluation Committee will recommend to the body or officer having authority to award the Contract on behalf of SBCTA ("Awarding Authority") the firm that offers the best overall value to SBCTA. SBCTA reserves the right to request additional information and/or clarification from any or all proposers to this RFP, but is under no obligation to do so. SBCTA may or may not engage in negotiations with firms who submit proposals; therefore, the firm's proposal should contain the most favorable terms and conditions including pricing, since the selection and award may be made without any discussion with any firm.
- F. Proposals will be evaluated based on the criteria and weights identified herein.
- **Qualifications, Related Experience and References:** Firm's experience, years in business, and past and current client references; technical expertise and professional competence in areas directly related to this RFP; number of years' experience performing similar work; demonstrated ability to manage and coordinate the Work; deliver quality products and services; deliver projects within budget and on schedule; and experience working with public agencies identified in this RFP. – **30 points.**
 - **Proposed Staffing and Project Organization:** Technical expertise and professional competence in areas directly related to the work identified in the RFP; level of experience, possession of certifications and licenses required, and level of training of key personnel assigned, including subconsultants, if applicable; strength of experience and stability of proposed personnel; breadth and depth of resources, coordination of Work and quality control; availability of proposed staffing; and concurrence with restrictions on changes to key personnel. – **20 points.**

- **Work Plan:** Depth of understanding of SBCTA's needs and requirements, understanding of the Scope of Work. Proposer's approach and methodology/systems reflect ability to provide the requested Work. Demonstrated knowledge of the Work being requested; identification and knowledge of all requirements cited in the Scope of Work; and proposed technical and procedural innovations identified in the proposal – **25 points**.
- **Price:** Reasonableness of fee proposed. The price proposal follows prescribed format; includes breakdown of labor and expenses; is competitive with the marketplace of the same or similar services; and the proposed level of effort is consistent with the Scope of Work. – **25 points**.

G. SBCTA shall select the highest ranked firms to participate in the interview process. The number of firms so invited shall be at the discretion of SBCTA, but shall not be less than two, unless only one proposal is received. Firms who are invited to the interview will be asked a series of questions which will be scored. The maximum score for the interviews is 100 points. Upon completion of the interview, the Evaluation Committee shall compile their interview scores. The interview will be weighted **50%** and the technical proposal will be weighted **50%**.

V. NEGOTIATIONS AND AWARD

The contract, Scope of Work and price may be negotiated with the selected consultant. However, SBCTA may elect to not negotiate with any of the firms, and/or not award the contract. Therefore, it is imperative that each firm submit their best price as part of their proposal.

Firms are advised that any recommendation for contract award is not binding on SBCTA until SBCTA's Awarding Authority approves the contract and the contract is fully executed.

VI. PROTEST INFORMATION

SBCTA has on file written protest procedures (Policy 11007). Firms may download a copy from www.gosbcta.com, click on "Doing Business" and under the tab "Bids & RFPs" scroll down to the heading "Important Documents".

VII. DEBRIEFING

Firms who submit a proposal in response to the RFP shall be notified in writing when: the firm was not selected to receive further consideration in the RFP process; the firm was selected for the interview process; and after the RFP Evaluation Committee's recommendation to award has been determined. Firms who were not awarded the contract may obtain a debriefing by contacting SBCTA's Procurement Analyst at procurement@gosbcta.com. Firms will have thirty (30) calendar days from the date identified in the written correspondence to request a debriefing.

VIII. PUBLIC RECORDS ACT

Proposals may be subject to public disclosure under the California Public Records Act and other public records laws, and by submitting a proposal, the proposer waives all rights to confidentiality of any information submitted in the proposal and agrees to any and all such disclosures required or permitted by law. Proposals become the property of SBCTA when submitted and by submitting a proposal, the proposer agrees that SBCTA may use any information, documentation or writing contained in the proposal for any SBCTA purpose.

ATTACHMENT “A”
“SCOPE OF WORK”

ATTACHMENT A
RFP 23-1002963
CALL BOX CALL ANSWERING CENTER SERVICES
SCOPE OF WORK

I. BACKGROUND

The San Bernardino County Transportation Authority (SBCTA), and Riverside County Transportation Commission (RCTC) operate as the San Bernardino, Riverside Service Authorities for Freeway Emergencies (SAFE). The SAFE's are regional public agencies created in 1981 pursuant to California Streets and Highways Code section 2550 *et seq.* to install, maintain and operate motorist assistance systems and programs in their county. Since 1990, more than two (2) million calls have been placed by motorists via the SBCTA and RCTC ("Agencies") Call Box systems. Attachment A-A, Call Box Call History provides a summary of calls received for the Agencies from July 1, 2019, to December 31, 2023. The combined programs consist of approximately 780 call boxes on San Bernardino County freeways and highways, and approximately 160 call boxes on Riverside County freeways and highways, and Metro link stations, all of which are directed to the same privatized call answering center (CAC). The actual number may vary, as call boxes are removed temporarily for construction purposes. In addition, both SBCTA and RCTC plan to operate a mobile 511 system that allows motorists to reach the CAC by dialing 511 within San Bernardino and Riverside county boundaries. The Agencies are collectively soliciting consolidated call box and possible future mobile 511 call box CAC services for SBCTA and the RCTC region. SBCTA will serve as the contracting agency and Project Manager for the project. SBCTA will coordinate with RCTC through cooperative agreements. SBCTA will also coordinate any efforts necessary to transition CAC services from the current provider to the selected CAC provider during both the initial and ongoing phases of the program.

Call Box programs are locally funded, locally managed motorist-aid programs established on a county-elective basis. Call Box programs aid motorists, allowing them to report a disabled vehicle, road hazard, or freeway emergency. Funding for the program is provided by a one dollar (\$1.00) per vehicle annual registration surcharge imposed in each SAFE County. The surcharge is collected by the California Department of Motor Vehicles (DMV) as part of the normal vehicle registration process and provides funds for the purchase and maintenance of equipment and the ongoing operations of motorist assistance programs.

The California Department of Transportation (Caltrans) provides guidance on Call Box installation issues, encroachment permits, installation plan reviews, site selection support and support for construction inspection. Caltrans also works closely with the Agencies during freeway construction, notifying each agency when call boxes must be removed and when the freeway is ready for call boxes to be reinstalled. The Agencies are responsible for maintenance and, in turn, contract with the Call Box equipment and maintenance providers.

In addition, the Agencies operate Freeway Service Patrol (FSP) programs that contract with private tow truck companies to patrol designated areas along specific freeways and state routes, called

“Beats,” to assist motorists whose vehicles have become disabled on the highway. FSP tow trucks may be dispatched by the California Highway Patrol (CHP) and the tow truck drivers may provide minor mechanical assistance, *e.g.*, help change a flat tire, provide water, or provide a gallon of fuel. Vehicles that cannot be made functional within ten minutes will be towed off the freeway to a CHP-designated drop zone, where the motorist may seek (other) additional assistance.

The development of motorist assistance programs, FSP and call box programs has resulted in cooperative contractual arrangements with public and private entities including local and regional transportation agencies, Caltrans, CHP, call box equipment and maintenance providers, cellular service providers, and contracted CACs. The CAC selected because of this RFP (“Contractor”) will assist motorists calling from a call box or through a mobile 511 call box program, by arranging assistance or notifying CHP that a motorist has No Help, or, if a CHP-designated high priority call is received, the CAC will transfer the call directly (also referred to as a “Live” call) to the CHP. The Agencies will utilize the services of a CAC to answer 100% of the voice and teletypewriter (TTY) calls generated by their respective call box and mobile 511 programs.

Both SBCTA and RCTC anticipate implementing a mobile 511 call box program during the term of the awarded Contract (estimated to be the Summer/Fall of 2025). Firms must include proposed pricing for the Agencies’ mobile 511 programs in Attachment B, the Price Proposal.

The CAC will be required to communicate with and transfer certain calls received to three different CHP dispatch centers. The CAC must communicate with, or when necessary, transfer the caller to, the appropriate CHP Dispatch Center based on the call box or customer location. The CHP Dispatch Centers, as described in more detail later in this SOW, will require a Remote Messaging System (RMS), which will display the status of all calls remotely in real-time. The dispatch centers and their locations are listed in the table below.

CHP Dispatch Centers and Address
Barstow Dispatch Center 300 E. Mt. View Barstow, 92311-2887
Indio Dispatch Center 79650 Varner Road Indio, 92203-9704
Inland Communications Center 13892 Victoria Street Fontana, CA 92336
Border Dispatch Center (for Mobile 511 calls only) 7183 Opportunity Rd San Diego, CA 92111

II. DESCRIPTION OF SERVICES

Motorists utilize call boxes or mobile 511 functionality for a variety of reasons, but most often to request assistance when their vehicle becomes disabled on the freeway. Other assistance requested is due to an accident, medical emergency or when the motorist needs law enforcement assistance.

The Contractor shall answer call box voice and TTY calls, and mobile 511 voice calls 24 hours each day, 365 days a year. For mobile 511 calls, the Contractor will determine the customer location and arrange assistance as appropriate and available. CHP-designated high priority calls will be immediately transferred directly to the appropriate CHP dispatch center. Attachment A-B, Sample Incident Screen Design, includes a screenshot of a sample incident for a Call Box call, which indicates some of the information gathered for handling calls.

The Agencies' call boxes and cellular network carriers provide a digital Caller ID that through a database lookup that populates the location of the Call Box in use to the CAC. This feature expedites service requests from freeway call boxes and is particularly important in the desert, mountain and more rural areas of the counties, where there may be few discernable landmarks other than the Call Box. Customer location for mobile 511 calls must be determined by utilizing a well-defined series of questions as shown in Attachment A-C, OCTA Mobile Call Box Script. The Contractor, in coordination with RCTC and SBCTA, will be responsible for assisting in the development, modification, and updating RCTC and SBCTA mobile 511 scripts as necessary or requested, and as approved by RCTC and SBCTA.

The Contractor is expected to perform all work necessary to fulfill the SOW requirements and establishing, operating, and maintaining a CAC capable of answering 100% of the calls generated by the Agencies Call Box programs. Attachment A-D, Sample Call Type Reports, includes call statistics for call boxes, as well as other data that can be used by proposers to prepare pricing and to understand the SOW. In addition to establishing and maintaining call center equipment (must be maintained so that call center equipment is consistently working in an efficient manner – if the CAC is aware of an equipment issue SBCTA call box staff shall be made aware immediately) at the CAC, the Contractor will procure, install, and maintain equipment at each CHP dispatch center that enables CHP dispatchers to see, track, and monitor Call Box and mobile 511 calls and response activity. The contractor will be required to install communications (internet) that is independent of the CHP communications systems. The CAC will also update and maintain CAC operation manuals, and assist in the development and maintenance of call handling procedure manuals for CHP dispatchers.

All calls will first be answered by the CAC, with most calls rerouted to CHP or the appropriate assistance provider depending on the need and the situation. Relevant CHP-designated high priority and FSP-related calls are to be forwarded to the proper CHP dispatch centers to complete/handle. Guidelines dictating call types and what constitutes a “relevant high priority call” have been determined by the CHP in collaboration with the Agencies, referenced in Attachment A-E, Call Handling Matrix, which establishes call handling protocols to be followed during this Contract. This Matrix must be followed in its entirety, which includes its color coding, and will not be modified or changed unless at the direction of the SBCTA (RCTC and SBCTA will coordinate any possible changes with CHP). Most often, “relevant high priority calls” consist of

calls requiring CHP or police assistance, fire, medical and/or ambulance services. All other calls are completed and handled by the CAC.

The Contractor will be expected to coordinate all work efforts with the Agencies and CHP dispatch centers with the utmost professionalism, following procedures set forth in Attachment A-F, Operations and Training Manual. Firms should reference this manual to ensure they fully understand the scope of the project. The current Operations and Training Manual is the property of SBCTA and includes specific call taking script requirements, screen captures which are mirrored at the CHP communications centers, the approved call handling matrix, protocols for call handling, protocols for reporting, and protocols for interfacing with CHP. In coordination with the Agencies, the Contractor will be responsible for developing an update to the Operations Manual prior to the CAC being fully operational, and it is fully expected that the use of these assets will continue and be amended on an as-needed basis. The updated Operations and Training Manual shall be the property of the Agencies.

III. GENERAL REQUIREMENTS

- Contractor shall operate the call center system in accordance with the federal and state laws and regulations during the contract period.
- Contractor shall provide a turnkey, full service operation to include, but not be limited to, staff, work space, equipment, software, and phones, all computer and telephone related lines and cable. The Contractor is responsible for the installation of the communications link (internet) at the CHP facilities.
- Contractor shall have the capability to provide call center services on a 24 x 7 basis, 365 days per year.
- Contractor shall have the ability to add/divert trained Call Box staff to handle increasing or decreasing call volume during peak/off periods in compliance of performance standards.
- Contractor shall establish performance standards for call center services that must be maintained throughout the term of the contract to provide acceptable customer service and satisfy the scope of work under the contract.
- The CAC must be able to handle a large variety of languages, including Spanish if a CAC operator is not available, through the services of a translation contractor. CAC must identify the translation services contractor, as well as their experience and background in the proposal. These services are to be included in the CAC costs.
- The CAC must provide SBCTA with a quarterly report noting the number of calls that needed translation services, as well as the language that was translated for each of these calls. The report needs to reflect the number of translated calls for RCTC and for SBCTA (for Riverside County and San Bernardino County).
- Contractor is required to meet monthly with the Agency's Project Manager. During transition or other critical periods of the contracts, more frequent meetings will be required. Meetings are normally conducted via Video Conference Call but may be face-to-face depending on the location of the Contractor.
- Contractor shall have a disaster recovery plan to protect against possible service interruption due to an emergency event such as fire, floods, earthquakes, etc. Call center operations are to be up and running within four (4) hours of the emergency event.

- Contractor(s) must provide training to their staff to maintain continued effective operation of the Call Center replacement staff and refresher, or update training as needed.
- Contractor line supervisors will monitor a minimum of ten percent (10%) of all calls received by Call Box call answering center operators for quality control. A monthly report (showing results for each Agency) of recorded results will be submitted to SBCTA for review and possible discussion. SBCTA will collaborate with RCTC regarding the report results.
- Refer to Attachment A-H to review the “Minimum Requirements for CAC”.

IV. SPECIFIC REQUIREMENTS AND DELIVERABLES

The deliverables for this SOW shall be completed in three phases:

- 1) Phase I is the development of the required screens/scripts and software tools to handle the Agencies’ Call Box calls. Phase IB is the development of the required screens for the mobile 511 call, which is expected to be implemented in Summer/Fall of 2025. In addition, Phase I includes developing the software tools needed to handle calls related to call boxes that have been knocked down (tilt alarm calls), TTY call box calls, satellite TTY calls and the real time Remote Messaging System (RMS) of each call type;
- 2) Phase II is set-up and implementation of the CAC; and
- 3) Phase III is the ongoing operation of the CAC.

A. PHASE I – DEVELOPMENT OF CALL BOX/MOBILE 511 SOFTWARE SCREENS AND TOOLS

Phase I will consist of reviewing the existing database and documentation. It will also include developing the Call Box, and mobile 511 call answering screens and tools to handle various types of Call Box calls. In addition to handling calls, the status of all calls will need to be displayed remotely in real-time for CHP and the Agencies. The Contractor is responsible for creating this one-way Remote Messaging System (RMS) that will forward real time call data to CHP and the Agencies via a web site (the Contractor will be responsible for following all call handling protocols determined by CHP and the Agencies, as well as complying with all color coding that has been established by CHP/Agencies). All calls shall be recorded, time stamped, and given a unique identification number. The recordings shall be available for download via the RMS. The Agencies records shall be kept confidential and separate from existing CAC records. Databases and call recordings shall not be comingled with records from any other business operations conducted by the Contractor.

Various Types of calls that need to be handled by the Contractor include:

- **Call Box Calls** - Call Box calls will be generated from motorists utilizing a Call Box within the Agencies Call Box systems. These calls shall be handled using pre-defined scripts and call screens as referenced in Attachment A-F, Operations and Training Manual, to log all the details related to the assistance needed for the motorist and required by CHP

- **TTY Call Box Calls** – All call boxes are equipped with a TTY. TTY calls may be generated from a Call Box when an end user utilizes the TTY keyboard located inside the Call Box. If the motorist initiates TTY on a Call Box, the TTY will direct the Call Box modem to dial a dedicated phone line at the CAC for TTY (one line for each Agency – one for Riverside County and one for San Bernardino County).
- **TTY Satellite Call Box Calls** – All satellite call boxes are equipped with a TTY. Satellite TTY calls may be generated from a Call Box when an end user utilizes the TTY keyboard inside the Call Box (SBCTA has about 30 satellite call boxes). If the motorist initiates the TTY on a satellite call box, the TTY will direct the call box satellite modem to dial a dedicated line (required to be an analog line with Caller ID). RCTC currently does not have any satellite call boxes.
- **Mobile 511 Calls** - Mobile 511 calls will be generated from the cell phone of a motorist who dialed 511, and forwarded to the appropriate agency based on the county in which they are located. SBCTA and RCTC anticipate having a program operational in the Summer/Fall of 2025, for which the call scripts and call screens may be somewhat similar to what is being used by OCTA, attached in Attachment A-C (*however, this has not been fully determined at this time*).
- **Tilt Alarm Calls** - When a Call Box is knocked over, the Call Box will make a call to the Call Box maintenance provider. The maintenance provider's automated system will generate and send a notification via email to a designated email address at the Call Box CAC. This email will contain the ANI of the Call Box, its ten (10) digit phone number, and the location description as recorded in the system database. Once the location is identified and logged by the Call Box CAC operator, the information regarding the Tilt Alarm will be handled per Attachment A-E, Call Box Handling Matrix.

1. Task 1 – Database Review and Development of Screens and Tool

- a. Review, Document and Update Database – Prior to the development of the software screens and tools, the Agencies will work with the Contractor to define database fields and update all records in the database.

Deliverable 1.0: Deliver updated Database with Documentation.

- b. **Call Handling Screens for Call Box Calls** - Contractor shall re-create the existing Call Box call answering screens/scripts, which shall include the same information exactly as shown on the Agencies existing screens and scripts. Call screens shall always auto-populate the Call Box location and may require modification during the term of the Contract, upon the request of the Agencies. Sample screens are included in Attachment A-F, Operations and Training Manual, and are setup to handle the following types of Call Box calls:

- *CHP Designated Emergency Calls* - this will include Accident, Medical, Crime, Road Hazard, and Fire related type calls.
- *CHP Designated Non-Emergency Calls* - this will include Call Box Check calls, and Duplicate Event calls.
- *Roadside Assistance Calls* - this will include Assistance in Route calls, No

Assistance in Route calls, and FSP calls.

- *Incidental Calls* - this will include Call Box Maintenance calls, Inappropriate Use calls, Wrong Number calls and Courtesy calls.

Data collected from each call shall at a minimum include the following:

- Are you having car trouble? (yes/no)
- Verification of call box sign number (yes/no)
- Is the vehicle safely on right shoulder and completely out of traffic (yes/no)
- Comments (text)
- Log Number (auto assigned)
- First and Last Name (text)
- Cell Phone (number)
- What is the nature of your problem (text)
- Number of people in car (number)
- Is an 18 year or older adult male present (yes/no)
- What is the make of your vehicle (text)
- What is the model of your vehicle (text)
- What is the color of your vehicle (text)
- Do you have any special towing needs (text)
- Spare (yes/no)
- Be sure to indicate if anyone is non-ambulatory, or has special needs (text)

Deliverable 1.1: Draft Call Handling Screens/Scripts for Call Box Calls

Deliverable 1.2: Functioning Call Handling Screens/Scripts for Call Box Calls

- c. **Mobile 511 Calls** - Contractor shall re-create screens somewhat based on OCTA's mobile 511 call answering screens and scripts attached in Attachment A-C, OCTA Mobile Call Box Script, of this SOW. However, the mobile 511 screens for the RCTC and SBCTA may be somewhat different as the Agencies will be working closely with the CHP Comm Centers that service the Inland Empire region and modifications may be needed. Because the Agencies plan to initiate the mobile 511 program in Summer/Fall of 2025, these scripts may require additional modification to improve the flow of the call as well as address any of our CHP Comm Center concerns. Based on the existing OCTA script, the following data is collected from the current screens used to handle mobile 511 calls:

- Are you having car trouble? (yes/no)
- Is the vehicle safely on the right shoulder and completely out of traffic (yes/no)
 - Location (text)
- Comments (text)
- Log Number (auto assigned)
- First and Last Name (text)
- Cell Phone (number)
- Freeway (text)

- City (text)
- Direction of travel (N, W, E, S, NA)
- Do you see landmarks (text)
- Do you see a Call Box (formatted text)
- What is the nature of your problem (text)
 - Location (text)
- Number of people in car (number)
- Is an adult male over 18 present (yes/no)
- Is anyone non-ambulatory or a (yes/no)
- What is the make of your vehicle (text)
- What is the model of your vehicle (text)
- What is the color of your vehicle (text)
- Do you have any special towing needs (text)
- Spare (yes/no)
- Does motorist have AAA or other Auto Club card? (??)
- Comments (text)
 - Location (text)

Deliverable 1.3: Draft Call Handling Screens/Scripts for Mobile 511 Calls

Deliverable 1.4: Functioning Call Handling Screens/Scripts for Mobile 511 Calls

- d. **TTY Call Box Calls** - The Contractor shall create screens based on the existing TTY call answering screens and scripts attached in Attachment A-F, Operations and Training Manual. When a TTY call is received, it should be handled the same way a regular Call Box call is handled, and the same script should be followed.

Deliverable 1.5: Draft Call Handling Screens/Scripts for TTY Call Box Calls

Deliverable 1.6: Functioning Call Handling Screens/Scripts for TTY Call Box Calls

- e. **TTY Satellite Call Box Calls** – Satellite TTY Call Box calls operate similar to a cellular TTY Call Box call with one exception: once a TTY call is activated on a satellite call box, the call cannot be switched to a voice call should the TTY be activated by mistake; the TTY call would be required to end and the motorist would have to activate a new voice call. The Contractor shall create screens and handle satellite TTY calls based on the existing TTY call answering screens and scripts attached in Attachment A-F, Operations and Training Manual, with the exception noted above.

Deliverable 1.7: Draft Call Handling Screens/Scripts for TTY Satellite Call Box Calls

Deliverable 1.8: Functioning Call Handling Screens/Scripts for TTY Satellite Call Box Calls

- f. **Tilt Alarm Calls** - Contractor shall have the ability to handle Tilt Alarm calls for RCTC and SBCTA's call boxes. A Tilt Alarm call is generated by the Call Box if it is knocked down. If this occurs the Call Box will place a call to the Call Box maintenance provider. The maintenance provider's automated system will generate and send a notification via email to the designated email address at the Call Box CAC. This email will contain the ANI of the Call Box, its ten (10) digit phone

number, and the location description as recorded in the system database. Once the location is identified and logged by the Call Box CAC operator, the information will be handled per Attachment A-E, Call Handling Matrix. Contractor shall create screens based on the existing Tilt Alarm screens and scripts, included in Attachment A-F, Operations and Training Manual. The Tilt Alarm calls shall also display on the RMS screen and have the ability send an email detailing the Tilt Alarm call to the Agencies.

Deliverable 1.9: Draft Call Handling Screens/Scripts for Tilt Alarm Call Box Calls

Deliverable 1.10: Functioning Call Handling Screens/Scripts for Tilt Alarm Call Box Calls

- g. **Remote Messaging System (RMS)** - Contractor shall develop an RMS as shown in Attachment A-G, Sample RMS Screen, to be projected on a web page portal that will display real-time call data to CHP and the Agencies. The RMS screen shall be developed by Contractor exactly as shown in the samples, and may not be modified or displayed in any other way. The Contractor shall display all data in real-time utilizing existing formatting and classifications currently in place and approved by the CHP as referenced in Attachment A-E, Call Handling Matrix. The RMS should automatically refresh every 30 seconds and should automatically sort by Call Box call Date and End time so that the most recent calls are listed at the top of the screen. The RMS should also keep track and display the time the message was sent over, when the message was opened, and by which Dispatch Center Position. The RMS shall visually display when a call has either been opened or not opened by CHP. A breakdown of which calls should be transferred to CHP live versus the CHP RMS is described in Attachment A-E, Call Handling Matrix.

The RMS shall include but not be limited to:

- Screens shall be formatted to appropriately display on a screen 20” or larger in size.
- Ability to listen, download and email recorded digital voice logs of call box calls, which is retrievable via the RMS log or by utilizing search functions.
- Allow sorting of incidents by all fields.
- Ability to sort and refresh the screen as needed in order to find, track and monitor specific events.
- Ability to search and retrieve older Call Box logs from archived files.
- Ability to sound a system alert if a message is not addressed by CHP within 10 (ten) minutes. The audible system alert shall only occur at the CAC and shall be distinguishable and heard throughout the CAC offices so that it cannot be bypassed by CAC staff.

At the request of the Agencies, all equipment to operate and view the RMS shall be purchased and installed by the Contractor; therefore, a list of the type of hardware that may be required for each of the following locations shall be identified in the proposal:

- Barstow CHP Comm Center
- Indio CHP Comm Center
- Inland CHP Comm Center
- SBCTA's Office – The RMS should be available via website credentials to SBCTA and RCTC staff

Deliverable 1.11: Draft Screens for RMS

Deliverable 1.12: List of hardware to be installed at RMS locations

Deliverable 1.13: Functioning Screens for RMS

Deliverable 1.14: Functioning RMS audible alert

2. Task 2 – Test Plan/Testing

Upon completion of the screens to handle all the types of calls (call box calls, mobile 511 calls, TTY Call Box calls, TTY Satellite Call Box calls, Tilt Alarm calls) as well as the remote messaging, the Contractor shall develop a test plan that will ensure all calls and remote messaging can be handled correctly prior to deploying system wide.

The test plan, at a minimum, shall document the following: test items, feature to be tested, test approach, Pass/Fail criteria, test plan summary matrix, and schedule. The test plan shall be approved by the Agencies prior to implementation. The Agencies shall be notified of when the testing will occur and at a minimum, SBCTA shall be present. At the conclusion of the testing, a summary of the test results shall be provided to the Agencies in the format approved in the test plan.

Deliverable 2.0: Draft Test Plan

Deliverable 2.1: Final Test Plan

Deliverable 2.2: Summary of Test Results

3. Task 3 - Schedule

As part of bidder's proposal, a schedule for Phase II and Phase III shall be included. The schedule will be reviewed and possibly modified by the Agencies prior to being approved. During the project, SBCTA's Program Manager/Key Call Box Program staff shall be provided weekly written updates and an in-person or video conference meeting may also occur on a weekly basis during Phase I and Phase II of the project.

Deliverable 3.0: Final Schedule

Deliverable 3.1: Weekly Written Updates

Deliverable 3.2: Meetings Scheduled

The Agencies shall own the rights under this Contract to, user guides/manuals, scripts, and phone numbers developed and used for this project. The Agencies shall own all collateral and data materials related to the Call Box CAC services. The Agencies also owns the RMS equipment at the CHP dispatch centers as well as the RMS equipment located at SBCTA

C. PHASE II - SET-UP & IMPLEMENTATION OF CALL BOX/MOBILE 511 CAC

1. Task 4 – Planning and Design for CAC Location

a. **Assign Key Personnel** - As part of this project, Contractor shall provide the following key personnel:

- **Project Manager**
 - Responsible for oversight of the Agencies' Call Box and call center operations.
 - Oversees the Call Center Manager and Information Technology Manager.
 - Responsible for Administration of the executed Contract and SOW.
 - Responsible for responding back to SBCTA regarding various inquiries or concerns within 24 hours of receiving a phone message/email.
- **Call Center Manager**
 - Responsible for day-to-day oversight of the Call Box CAC services with the ability to respond to most inquiries by the Agencies.
 - Supervises and trains staff as set forth in this SOW.
 - Responsible for internal quality assurance of the Call Box CAC services. *Bidders shall document in their proposal details on what their quality assurance process entails.*
 - Responsible for notifying SBCTA Call Box staff immediately, if directed by SBCTA notifying the impacted Agencies when issues with day-to-day CAC operations occur.
 - Responsible for making sure that the CAC responds to SBCTA Call Box Program staff within 24 hours of SBCTA's inquiry.
- **Information Technology Manager**
 - Responsible for continued functionality of the Call Box CAC software.
 - Maintains and updates databases, ensuring all edits to database are reported to the Agencies within 24 hours.
 - Recommends and performs annual "Spring Cleaning" as set forth in this SOW.
 - Responsible for notifying the Agencies immediately, but no more than four (4) hours, when issues with the functionality of the software occur. Including any issues with the RMS at any of the CHP locations.

At the Agencies request, Contractor shall accommodate meetings/interviews with the proposed assigned key personnel.

Deliverable 4.0: Assign Key Personnel

b. Determine Phased Transition of Services

- 1) Contractor shall coordinate with SBCTA in the development of the transition plan for CAC operations.
- 2) Contractor shall schedule a meeting with SBCTA and the incumbent CAC contractor to discuss, plan and execute transition schedule.
- 3) Upon the expiration of this contract, Contractor shall schedule a meeting with SBCTA and the incoming CAC contractor to discuss, plan and execute transition schedule.

Deliverable 4.1: Plan and Schedule for Transition of Service

c. Develop or Provide CAC Facilities and Systems Plan

- 1) Contractor shall supply a detailed facilities and systems plan for the Agencies approval. Only equipment used solely by the Agencies for its CAC operations shall be reimbursed and all anticipated equipment required shall be identified in the proposal and price proposal. All equipment purchased and paid for by the Agencies for this project shall remain the property of the Agencies.

Deliverable 4.2: Draft and Final Facilities and Systems Plan

d. Provide Training and Evaluation Materials

- 1) Contractor is expected to provide updates to the existing Operations and Training Manual following the existing scripts. All manuals provided to Contractor and modified or developed by Contractor are owned exclusively by the Agencies, and is expected to update the manuals as requested by the Agencies or as desired and necessary for CAC operations, with proposed changes to be made operational only after approval by the Agencies.
- 2) Contractor is responsible for maintaining a formal Call Box and mobile 511 call answering training program specific to this Contract. The training program shall be documented within the Operations and Training Manual and approved by the Agencies prior to implementation. The Call Box and mobile 511 training materials shall be the property of the Agencies. This training program must include but not be limited to:

- 1) Review of the Operations and Training Manual
- 2) Active listening
- 3) Understanding of the Call Box caller's point of view
- 4) CHP point of view and being a good, professional partner with CHP
- 5) Descriptions and pictures of call boxes
- 6) Call management protocol
- 7) System trouble recognition and reporting
- 8) Back-up procedures
- 9) When to seek assistance from a co-worker
- 10) When to seek assistance/guidance from a Supervisor
- 11) Performance requirements and performance measures
- 12) How to handle translation needs
- 13) Special procedures for big rigs/motor homes/motor coaches
- 14) Special notifications (e.g., FSP Beats/holidays and construction schedules, summer reminders, etc.)
- 15) CAC staff and Call Box operators to be familiar with the Riverside County and San Bernardino County region. CAC Call Box operators to be familiar with major freeways in each County, as well as familiar with various cities in each County.
- 16) Teaching aids, including geography, motorist aid scenarios, an overview of CHP responses, and quizzes
- 17) Disaster preparedness/emergency operating procedures to follow when alerts sound, when power is out, when system or telephones go out, including reporting protocols and manual call taking (if and when the mobile 511 system is implemented, it may be required that the CAC work with Border CHP). Please note ALL Border CHP Dispatch Center calls (i.e. mobile 511 calls) will likely be relayed manually.
- 18) Investigation procedures for customer complaints
- 19) Operating procedures and policies for interacting with the Agencies and other organizations
- 20) Operator/ Supervisor testing, auditing, and evaluation criteria
- 21) Provisions for formal remedial training and refresher training
- 22) The importance of confidentially and not sharing any Call Box or mobile 511 related information on any type/sort of social media platform(s). No photos of the screens or the data received shall be taken by a Call Box operator or CAC staff unless expressly given written permission by SBCTA staff to address a problem or system concern. No Call Box operators shall indicate on social media that they are involved in answering call box calls.
- 23) Clearly communicating with the CAC Call Box operators that what they are saying during a Call Box or mobile 511 discussion is being recorded and can be subpoena by attorneys/law enforcement and possibly heard during a court proceeding. This includes operator conversations while the motorist is on hold.

- 3) In cooperation with SBCTA, Contractor shall develop a Call Box answering/call processing Operator Evaluation Plan, which specifies what key items during the call need to be reviewed/tracked and what metrics will be used to determine that the call was handled and filed appropriately. Evaluations shall include, but not be limited to, receiving calls from call boxes and mobile 511 calls, screen flow, CHP connectivity by remote and voice, system alerts, database population and report generation, and customer service interaction. Contractor shall outline how often and when calls are being monitored as well as how they review/monitor calls handled by their supervisors when elevated to their level.

Contractor shall develop and incorporate in the Operator Evaluation Plan, an evaluation form that can be used to fully document each test conducted. Upon completion of the tests, the Agencies shall be provided with a detailed report on the results of all evaluations and explanations of any evaluations that were poor, including remediation plans if necessary.

Deliverable 4.3: Draft and Final Training Program

Deliverable 4.4: Draft and Final Evaluation Plan

Deliverable 4.5: Draft and Final Operations and Training Manual

e. Provide Emergency Operating Procedures and Preparedness Plan

- 1) Develop or provide an Emergency Operating Procedures and Preparedness Plan for the Agencies approval. The Plan should outline emergency operating details and procedures in the event the CAC loses power, the onsite computer and phone systems fail, or staff need to vacate the CAC offices. The plan should also outline the procedures if important hardware or software fails, including but not limited to the server, automatic call distributor (ACD), phone and T1 lines, and workstations.
 - a) The Agencies require in the event of a loss of power, that an onsite generator provide electrical power so that the CAC can continue to provide call answering services. The Plan should detail the capacity and duration for which the generator will provide electrical power, as well as the maintenance plan/schedule to ensure that the generator is ready to operate efficiently whenever needed.
 - b) The Agencies require that the Contractor have a memorandum of understanding, support letter, contract or other form of documentation with an alternative CAC to provide emergency back-up services during any event that prevents the CAC from performing the services in the SOW. The Plan shall have the level of detail required so that the alternative CAC will have the ability to answer all calls with the same level of service. The

Agencies may request to conduct a site visit at the alternative CAC and may require a test of the emergency back-up services required by the alternative CAC.

- c) If approved by the Agencies, the Contractor may use existing emergency procedures and plans used for other operations and submit them for the Agencies approval. Emergency operating procedures must be included in the Operations and Training Manual and incorporated into the Training Program.

Deliverable 4.6: Draft and Final Emergency Operating Procedures and Preparedness Plan

Deliverable 4.7: Provide documentation for Emergency CAC Backup Services

f. Generate and set-up monthly reporting templates for CAC statistics

- 1) Set up reports similar to Attachment A-D, Sample Call Type Reports. All reports must be able to be customized and reflect hourly, daily, weekly, and monthly calculations. Reports are due to the Agencies no later than 12:00 p.m. on the 10th of each month. The following (subject to change) shall be included in the monthly reports:
 - a) Number of calls received per month broken down into type of incident;
 - b) Number of calls received, answered, and abandoned;
 - c) Number of calls transferred to each CHP center, or other parties, by County of origin;
 - d) Number of Test Calls from CHP or other emergency/law enforcement and call box maintenance technicians, which should be identified clearly as “Test Calls,” and separate from calls generated by motorists;
 - e) Number of Test Calls generated by the CAC (Agencies not be charged for these calls)
 - f) Tilt Alarm calls, for when a call box indicates it has been tilted or knocked down, which should be identified separately on the report from calls generated by motorists. Tilt Alarm calls shall not include “Test Calls” for the purposes of testing the call box tilt alarm;
 - g) Call answer delay for each call type;
 - h) Average talk time and hold time;
 - i) Calls made using the translation service provider and for which languages;
 - j) CAC staffing or occupancy by time interval;
 - k) Include a narrative, which addresses unusual call activity, system issues, staffing issues, or other particulars that may be of interest;
 - l) Contractor shall make Automatic Call Distributor (ACD) data available to SBCTA and RCTC via txt file or; and
 - m) Contractor shall highlight/clearly note which Call Box call

answering goals/targets were not achieved on a monthly basis.

If a goal/target is not achieved a notation of this (highlighted as an example) must be very apparent for the Agencies review.

- 2) Reporting templates may be updated throughout the term of the Contract as needed or as requested by the Agencies. If this occurs, the template shall be approved by the Agencies prior to being implemented.
- 3) Contractor shall supply Agency staff at will access to the call records database. Agency staff shall have access to download all call records related to all SBCTA and RCTC calls, including all database documentation.

Deliverable 4.8: Draft and Final Report Templates and Reporting Schedule

2. Task 5 – CAC Set-up (Physical Site, Equipment and Software)

a. Install needed equipment for the hearing and speech impaired, and test TTY equipment

- 1) The Contractor shall install a minimum of two (2) operator terminals with a screen-based TTY or RTT messaging feature to handle TTY transmitted calls. In cases where the Call Box caller asks the operator to send a message to a friend and/or family member who uses a TTY, the Contractor must be able to communicate with the TTY caller directly from the CAC's computer terminals. The TTY messaging feature should be fully integrated with the custom screens, and shall be capable of accepting calls from the Agencies TTY call boxes.

b. Test screens/scripts

- 1) Install the Agencies' custom call answering screens, which were developed jointly with CHP to support Attachment A-E, Call Handling Matrix. Contractor shall make changes to custom screens only following approval from the Agencies. When screen changes are approved, all documents and training materials shall be updated to reflect the changes.

Deliverable 5.0: TTY Installation

Deliverable 5.1: Test Scripts/Screens

3. Task 6 – Operations Preparation and Set-up

Deliverable 6.0: Record calls for CAC training

a. Provide, train, and test CAC staff

- 1) Contractor shall train and test qualify, competent CAC supervisors and operators. SBCTA Call Box staff will be notified and able to attend CAC Call Box training. Call Box staff can assist with CBO training by

making calls and providing various real-life scenarios based on calls that have been received in the past. Training and testing will include Call Box and mobile 511 calls as well as answering “test” calls, and how to process Tilt Alarm notifications. Contractor shall notify the Agencies of the schedule of trainings (with sufficient notice to the Agencies), throughout the term of the Contract, which the Agencies may monitor and/or attend.

Deliverable 6.1: Identify staff and training/testing schedule

b. Establish translation services

- 1) Contractor is required to have at least one Spanish-speaking operator on shift 24 hours a day. If a language is needed that is not spoken or understood by any of the trained call box operators on shift, a qualified translation service must be available immediately for when these types of calls are received. If the operator has a language barrier with the motorist and it is prolonging the call and keeping the motorist on the side of the freeway for an extended duration, the translation services should be used.
- 2) Translation services must be provided through a telephone number accessible 24 hours a day, 365 days a year. Contractor shall ensure proper documentation of usage, including date, time, language, and duration of each call and provide totals by minutes and amount, as a part of the monthly invoice and incorporated into the monthly reporting template.
- 3) Prior to operations commencing at the CAC, Contractor shall provide documentation (background, years of experience, references, list of clients, list of languages they are able to translate on a 24/7 basis, 365 days) as well as a letter describing the translation services they have available to meet these requirements.

Deliverable 6.2: Executed, Compliant Contract for Translation Services

4. Task 7 – CAC Test Operations

- a. Verify that switching has gone into effect, redirecting Call Box calls to the new location.
- b. Verify that calls (including TTY calls) can be received, answered, transferred, closed; that screens work and flow properly; that information is properly relayed to CHP live or by remote as specified; that call information is properly stored in the database and properly retrieved into reporting software; that alerts and monitoring systems are working; that back-up power (generator) and other back-ups are working. This verification will be conducted by Agencies or their designee, utilizing a live call box.
- c. Begin monthly reporting as identified in Task 5.

Deliverable 7.0: CAC operations activated and live

Deliverable 7.1: Begin monthly reporting

5. Task 8 – Monitor CAC Operations Post Start-Up

- a. Provide trained staff and test additional staff.
- b. Monitor program operations and implement any necessary corrective actions.
 - 1) In cooperation with the Agencies and CHP, Contractor shall monitor operational statistics, report and address operational problems as they occur, and implement any necessary corrective actions to address problems identified.
 - 2) Contractor shall develop and distribute to all project partners a report detailing operational summary statistics (once operations have begun), implementation and operational issues encountered and actions taken to address them within the past month, and identifying critical issues needing attention in the future.
 - 3) Within sixty (60) days of commencing operations, Contractor shall coordinate with the Agencies to conduct an emergency preparedness drill and present test results and corrective actions to the Agencies.

Deliverable 8.0: Trained staff on all shifts

Deliverable 8.1: Operational summary statistics

Deliverable 8.2: Initial emergency preparedness drill

6. Task 9 – Implement RMS

The Contractor will need to work with the various CHP offices to establish an internet connection to each of the CHP dispatch locations. The internet connection within the CHP building must remain separate from other CHP communications and cannot be a shared connection. Therefore, the contractor will need to work with the local service provider to ensure a reliable internet connection is established at each of the CHP centers. The communications/internet must be independent of CHP communications and coordinated with CHP Headquarters.

- a. Configure equipment for RMS.
 - 1) Install RMS hardware at locations identified by the Agencies and enable the connection.
 - 2) The RMS must be configured exactly as described in Task 1 and must display all incidents for the past 24 hours. And have the ability to search all past incidents based on date or call record.
- b. Develop, set, and train on system alerts.
 - 1) In all situations when the RMS is not opened by CHP within 10 (ten) minutes of time, the CAC shall implement some type of an alert or prompt that Call Box/mobile 511 operators are to be trained (and cannot ignore) to recognize and how to respond to these alerts or prompts when they occur. Generally, this

- will require that an CAC operator call to the appropriate CHP Comm Center.
- c. Develop RMS Summary Report.
 - 1) Contractor shall develop an RMS Summary Report which details operations of the RMS including functionality, and operational issues encountered. In addition, reporting on the number of occurrences where an RMS message was not opened by CHP within the 10 (ten) minute time frame. The report shall be approved by the Agencies and submitted on quarterly basis.
 - 2) Any RMS concern/problem shared with the CAC by any of the CHP Comm Center personnel shall be reported (send email to SBCTA Project Manager and Key SBCTA Call Box staff immediately)..

Deliverable 9.0: Installation of RMSs at locations identified by the Agencies

Deliverable 9.1: Develop, set, and train on system alerts

Deliverable 9.2: RMS Summary Report

D. PHASE III: CAC OPERATIONS

The implementation schedule for Phase III is subject to the successful accomplishment of Contractor activities and service goals to prepare for post start-up operations. Upon the completion of Phase I and Phase II, the selected Contractor shall provide an updated implementation schedule.

There will be an on-going evaluation as part of the test and transition period when Call Box calls are being transferred from the existing CAC contractor. The CAC will only be permitted to increase the percentage of calls handled with the approval of the Agencies.

1. Task 10 – Continuing CAC Operations

a. Continue operations and staffing activities.

- 1) Contractor shall periodically revise and update operational and training documents on an as-needed basis in reaction to changes made in operational procedures. The Agencies shall be notified of any revisions to the manuals, which shall remain the property of the Agencies.
- 2) Monitor program operations and implement Operator Evaluation Plan including any necessary corrective actions.
- 3) Attend bi-monthly meetings every other month and as-needed.
 - a) Bi-monthly meetings every other month and as needed, which shall be attended by the Project Manager, Call Center Manager and Information Technology Manager with the Agencies and other interested parties, at a standard day and time. These meetings will encompass focused and informal discussions concerning scope, schedule, progress of services,

relevant issues, cost issues, and future Project objectives.

b) As-needed meetings may occur to address immediate areas of concern or important changes and information relating to the Call Box or mobile 511 programs.

4) If and when required by the Agencies, Contractor shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the services.

5) Contractor shall always communicate (within 24 hours) with SBCTA Call Box personnel when CAC staff/operators have discussed an issue/concern with CHP personnel or plan a visit to any CHP facility on the behalf of the Riverside and/or the San Bernardino Call Box/mobile 511 programs. If the CAC has plans/is scheduled to visit any CHP facility, SBCTA Call Box staff must be notified by the CAC no later than 48 hours prior to the scheduled visit.

b. Bi-monthly system tests every other month.

1) Contractor shall test all operational and backup CAC systems to ensure proper functionality. Testing procedures, schedule and a summary report shall be prepared by the Contractor in cooperation with the Agencies. The summary report shall be submitted to the Agencies within three (3) days following each test.

c. Submit Monthly Statistics Reports.

1) Reports are due to the Agencies no later than 12:00 p.m. on the 10th of each month.

d. Archive Call Box and Mobile 511 Recordings.

1) Digital recordings of calls shall be kept on a flash drive or portable hard drive for a period of four (4) years. The Contractor shall contact the Agencies before any records, materials and recordings are disposed of, to give the Agencies the opportunity to archive the materials if they wish.

Deliverable 10.0: Continue CAC operations

Deliverable 10.1: Bi-monthly, every other month system schedule, tests, and summary

Deliverable 10.2: Ongoing monthly reports

Deliverable 10.3: Archive call box and mobile 511 recordings

e. Provide System Maintenance.

1) Each Spring (March – May), the Contractor will be responsible for conducting annual “Spring Cleaning” of equipment at RMS locations, in an

attempt to avoid equipment failures. Spring Cleaning will include but not be limited to: checking, cleaning and dusting equipment; ensuring functionality of existing equipment; replacing minor hardware components each year, which may include but is not limited to, keyboards, mice, power strips, etc.; and replacing major hardware as needed or as agreed upon by the Agencies, which may include but is not limited to hard drives, monitors, etc.

- 2) Contractor shall provide a Spring Cleaning work plan/schedule and anticipated costs for annual Spring Cleaning in the Price Proposal.
- 3) Contractor shall provide an annual work plan and associated costs for Spring Cleaning to the Agencies for approval by the end of March each year. The proposed work plan provided to the Agencies each year shall not exceed the costs identified by Contractor in the Price Proposal.
- 4) Upon the Agencies' approval of the Spring Cleaning work plan each year, the Contractor shall contact the RMS locations and schedule visits.

Deliverable 10.4: Schedule and work plan for Spring Cleaning

f. Develop or provide Failure Notification Procedures.

- 1) Contractor shall develop or provide Failure Notification Procedures that will be followed in the event any portion of the CAC operations fail.
- 2) The procedures must be submitted to SBCTA for approval and shall be included in the Operations and Training Manual and the Training Program as appropriate.
- 3) Contractor must contact SBCTA within the timeframe set forth in the Failure Notification Procedures.

Deliverable 10.5: Draft and Final or Provide Failure Notification Procedures

g. Submit Staff Training/Staff Changes Report Quarterly

- 1) Contractor shall submit reports and schedules in a format approved by the Agencies, of staff training and staff changes occurring in the CAC on a quarterly basis.

Deliverable 10.6: Quarterly Staff Training and Changes Report

h. Abide by all protocols and requirements for responding to inquiries about

specific events by law enforcement, legal representatives, the courts, or the press, as set forth in the Operations and Training Manual. In addition, the CAC shall not share or post any component of the performance of this Contract, such as incidents or calls received at the CAC, on any internet or social media platforms, including but not limited to Instagram, Facebook, Snap Chat, Twitter or YouTube. To do so is a Contract violation. The selected CAC will be responsible for updating the Operations and Training Manual to include this information.

- 1) Include protocols for these situations in all future revisions of the Operations and Training Manual.

Deliverable 10.7: Quarterly reports regarding call audits performed by CAC Call Box Supervisors/Managers

- i. Contractor to develop a CAC Call Box/mobile 511 review/assessment of a minimum number of calls taken by each designated Call Box/mobile 511 operator. Plan to be approved by the Agencies prior to implementation.
- j. CAC Call Box Supervisors/Managers are to review a minimum number of calls taken by each CAC Call Box operator each quarter. The results of these reviews/evaluations are to be shared with the Agencies, as well as noting any concerns and how the CAC plans to address/resolve any problems/issues.

If Call Box Service is Discontinued/End of Contract Transition

Contractor shall discontinue all affected Services as directed in the Notice or as otherwise provided in the Contract and deliver to the Agencies all Equipment, Documents and Data in a format specified by SBCTA. All plans, specifications, studies, drawings, estimates, equipment, materials, phone numbers, data and databases, and other documents, records or works of authorship pursuant to this Contract, fixed in any tangible medium of expression, including but not limited to, physical drawings, spreadsheets, software, or data magnetically or otherwise recorded on electronic devices, prepared by or purchased on behalf of Contractor shall be submitted to the Agencies as directed. Contractor shall be responsible for finalizing any and all reports or documents identified in the SOW and shall include any and all outstanding issues. Contractor shall make available all communications/internet accounts the Agency so that another provider may assume the responsibility of the communications/internet line.

SUMMARY OF DELIVERABLES

PHASE I – DEVELOPMENT OF CALL BOX/MOBILE 511 SOFTWARE SCREENS AND TOOLS
Task 1 – Database Review and Development of Screens/Scripts and Tool
Deliverable 1.0: Deliver updated Database with Documentation
Deliverable 1.1: Draft Call Handling Screens/Scripts for Call Box Calls
Deliverable 1.2: Functioning Call Handling Screens/Scripts for Call Box Calls
Deliverable 1.3: Draft Call Handling Screens/Scripts for Mobile 511 Calls
Deliverable 1.4: Functioning Call Handling Screens/Scripts for Mobile 511 Calls
Deliverable 1.5: Draft Call Handling Screens/Scripts for TTY Call Box Calls
Deliverable 1.6: Functioning Call Handling Screens/Scripts for TTY Call Box Calls
Deliverable 1.7: Draft Call Handling Screens/Scripts for Satellite TTY Call Box Calls
Deliverable 1.8: Functioning Call Handling Screens/Scripts for Satellite TTY Call Box Calls
Deliverable 1.9: Draft Call Handling Screens/Scripts for Tilt Alarm Call Box Calls
Deliverable 1.10: Functioning Call Handling Screens/Scripts for Tilt Alarm Call Box Calls
Deliverable 1.11: Draft Screens for RMS
Deliverable 1.12: List of hardware to be installed at RMS locations
Deliverable 1.13: Functioning Screens for RMS
Deliverable 1.14: Functioning RMS audible alert
Task 2 – Test Plan/Testing
Deliverable 2.0: Draft Test Plan
Deliverable 2.1: Final Test Plan
Deliverable 2.2: Summary of Test Results
Task 3 - Schedule
Deliverable 3.0: Final Schedule

Deliverable 3.1: Weekly Written Updates
Deliverable 3.2: Meetings Scheduled
PHASE II - SET-UP AND IMPLEMENTATION OF CALL BOX/MOBILE 511 CALL BOX CAC
Task 4 – Planning and Design for CAC Location
Deliverable 4.0: Assign Key Personnel
Deliverable 4.1: Plan and Schedule for Transition of Service
Deliverable 4.2: Draft and Final Facilities and Systems Plan
Deliverable 4.3: Draft and Final Training Program
Deliverable 4.4: Draft and Final Evaluation Plan
Deliverable 4.5: Draft and Final Operations and Training Manual
Deliverable 4.6: Draft and Final Emergency Operating Procedures and Preparedness Plan
Deliverable 4.7: Provide documentation for Emergency CAC Backup Services
Deliverable 4.8: Draft and Final Report Templates and Reporting Schedule
Task 5 – CAC Set-up (Physical Site, Equipment and Software)
Deliverable 5.0: TTY Installation
Deliverable 5.1: Test Screens/Scripts
Task 6 – Operations Preparation and Set-up
Deliverable 6.0: Record calls for CAC training
Deliverable 6.1: Identify staff and training/testing schedule
Deliverable 6.2: Executed, Compliant Contract for Translation Services
Task 7 – CAC Test Operations
Deliverable 7.0: CAC operations activated and live
Deliverable 7.1: Begin monthly reporting
Task 8 – Monitor CAC Operations Post Start-Up

Deliverable 8.0: Trained staff on all shifts
Deliverable 8.1: Operational summary statistics
Deliverable 8.2: Initial emergency preparedness drill
Task 9 – Implement RMS
Deliverable 9.0: Installation of RMSs at locations identified by the Agencies
Deliverable 9.1: Develop, set, and train on system alerts
Deliverable 9.2: RMS Summary Report
PHASE III: CAC OPERATIONS
Task 10 – Continuing CAC Operations
Deliverable 10.0: Continue CAC operations
Deliverable 10.1: Bi-monthly, every other month system schedule, tests, and summary
Deliverable 10.2: Ongoing monthly reports
Deliverable 10.3: Archive call box and mobile 511 recordings
Deliverable 10.4: Schedule and work plan for Spring Cleaning
Deliverable 10.5: Draft and Final or Provide Failure Notification Procedures
Deliverable 10.6: Quarterly Staff Training and Changes Report
Deliverable 10.7: Quarterly reports regarding call audits performed by CAC Supervisors/Managers

ATTACHMENT “A-A”
CALL BOX CALL HISTORY

Attachment A-A Call Box Call History

Fiscal Year (FY July - June)	<i>RCTC</i>		SBCTA	
	<i>Call Box Calls</i>	<i>Mobile Call Box Calls</i>	<i>Call Box Calls</i>	<i>Mobile Call Box Calls</i>
2019/2020	960	-	3,508	-
2020/2021	1,140	-	3,711	-
2021/2022	1,051	-	3,592	-
2022/2023*	1,056	-	2,162	-
Estimated for Fiscal Year 24/25	1,050	-	3,250	-
*FY 2022/23 – data is from Jul 1, 2022 to Feb 28, 2023. The average call length for SBCTA is 5 minutes and 24 seconds. And the average for RCTC is 5 minutes and 36 seconds.				

**Distribution by hour for
SBCTA and RCTC, July 2,
2019 to Feb 28, 2023**

HOUR	SBCTA CALLS	Percentage	RCTC Calls	Percentage
1AM	222	1.7%	56	1.5%
2AM	195	1.5%	67	1.7%
3AM	151	1.2%	50	1.3%
4AM	152	1.2%	56	1.5%
5AM	180	1.4%	71	1.8%
6AM	281	2.2%	94	2.4%
7AM	372	2.9%	129	3.3%
8AM	401	3.1%	140	3.6%
9AM	530	4.1%	158	4.1%
10AM	783	6.0%	196	5.1%
11AM	1019	7.9%	286	7.4%
12PM	1149	8.9%	306	7.9%
1PM	1177	9.1%	333	8.6%
2PM	986	7.6%	234	6.1%
3PM	892	6.9%	233	6.0%
4PM	771	5.9%	220	5.7%
5PM	695	5.4%	200	5.2%
6PM	679	5.2%	211	5.5%
7PM	539	4.2%	179	4.6%
8PM	497	3.8%	158	4.1%
9PM	417	3.2%	150	3.9%
10PM	347	2.7%	131	3.4%
11PM	281	2.2%	103	2.7%
12AM	257	2.0%	92	2.4%
	12,973		3,853	

ATTACHMENT “A-B”
SAMPLE INCIDENT SCREEN DESIGN

Attachment A-B - Sample Incident Screen Design

Disc 06		8150 * CALL BOX - SAN BERN		SAN BERNARDINO COUNTY	
		Fetch			
		OFF		Dial failed - call dropped	

http://ecreator/cbweb/Page2.asp?idsStamp=1127503371414

Call Box Number	City	County	CHP Com Center	Zip Code
calibox	CityName	County	ComCenter	Zip
Caller ID	Log Number	FSP Available?	Call Box Operator ID	Call Type
	269934	NO	DE	
Location				Thomas Guide #
Location				Page

This is the Call Box Center. Are you having CAR TROUBLE?

Comments

Please look at the **BLUE SIGN** above the call box and **READ THE NUMBER TO ME** -->

callbox Verified (RBQ) Wrong CB#

Is the vehicle **SAFELY** on the **RIGHT SHOULDER** and **COMPLETELY OUT OF TRAFFIC**?

YES (proceed with call) NO (click Emergency button)

Emergency

Are you driving a ?

YES (This is Duplicate Call From the same caller) YES - Dup Caller - get DUP info

NO (NEW caller, handle as new call) (MOVED caller, Click on Duplicate Options) MOVED - Dup Options - DO NOT get info

EMERGENCY	NON-EMERGENCY	ROADSIDE ASSIST	INCIDENTAL
-----------	---------------	-----------------	------------

- Accident
- Medical
- Crime
- Debris or Road Hazard
- Fire
- Other
- Miscellaneous
- Duplicate event
- Mirror Call
- Call Box Check
- No Voice Connection
- FSP
- Assistance in Route
- Female Alone
- No Assistance in Route
- No Family, Friends, Funds
- Assistance in Route
- Male present
- Maintenance
- Inappropriate Use
- Ghost Calls
- No Callbox ID
- Wrong Number
- Courtesy Call

PREVIOUS CALL COMMENTS (Only available when Duplicate Call)

TTY Translator RunAway Box Clear Info Help

Disability ?

Done

ATTACHMENT “A-C”
OCTA MOBILE CALL BOX SCRIPT

Attachment A-C: OCTA Mobile Call Box Script

Orange County 511 screens

P1

511 Motorist assistance, are you having car trouble ?	
Location	<input type="text"/> YES <input type="text"/> NO
Comments	(Location) (Comments)
<input type="button" value="Translation Call"/> <input type="button" value="Caller hung up"/> <input type="button" value="Inappropriate Call"/> <input type="button" value="Phone Disconnected/Dead Air/no one on line"/> <input type="button" value="Refer 911"/>	
Log number 32323	

P2 Yes

Are you on an **Orange County Freeway, Toll Road or State Highway**?

<input type="text"/> Yes	<input type="text"/> No
<input type="text"/>	

P3 Yes

Is the vehicle completely **stopped**?

<input type="text"/> Yes	<input type="text"/> No			
<input type="text"/>				
<input type="button" value="Translation Call"/>	<input type="button" value="Caller hung up"/>	<input type="button" value="Inappropriate Call"/>	<input type="button" value="Phone Disconnected"/>	<input type="button" value="Refer 911"/>

P4 Yes

Is the vehicle safely on the **right shoulder** and completely out of traffic?

<input type="text"/> Yes	<input type="text"/> No		
<input type="text"/>			
<input type="button" value="Caller Hung Up"/>	<input type="button" value="Inappropriate Call"/>	<input type="button" value="Phone Disconnected"/>	<input type="button" value="Refer 911"/>

GO TO LOCATION

P1

511 Motorist assistance, are you having car trouble ?	
Location	<input type="text"/>
Comments	<input type="text"/>
<input type="button" value="Transferred Call"/> <input type="button" value="Caller hung up"/> <input type="button" value="Inappropriate Call"/> <input type="button" value="Phone Disconnected/ Dead Air/ no one on line"/> <input type="button" value="Refer 911"/>	
Log number 12345	

P2 No

I am sorry I cannot assist you with your request.	
This 511 system is designed for Roadside Assistance in Orange county for mobile users that have car trouble on the Freeway.	
Please hang up and be safe when pulling back into traffic.	
Comments	<input type="text"/>
(Comments)	<input type="text"/>
Location	<input type="text"/>
(Location)	<input type="text"/>
<input type="button" value="Inappropriate Call"/>	<input type="button" value="Refer 911"/>
<input type="button" value="Caller hung up"/>	<input type="button" value="Phone Disconnected"/>

P1

511 Motorist assistance, are you having car trouble ?	
Location	<input type="text"/> Yes <input type="text"/> No
Comments	(Location) <input type="text"/>
	(Comments) <input type="text"/>
	<input type="button" value="Transfer Call"/> <input type="button" value="Caller hung up"/> <input type="button" value="Inappropriate Call"/> <input type="button" value="Phone Disconnected; Dead Air; no one on line"/> <input type="button" value="Refer 911"/>
	Log number 12123

P2 NO

Are you on an Orange County Freeway, Toll Road or State Highway ?	
<input type="text"/> Yes	<input type="text"/> No
<input type="text"/>	

P3 ANSWER TO CALLER

I am sorry we cannot assist you with your request at this time. You are outside of our coverage area let me check your area for further assistance.	
<input type="text"/>	
Get detailed location Maps and reach accordingly.	
<input type="button" value="Refer Los Angeles"/>	<input type="button" value="Refer San Diego"/>
<input type="button" value="Riverside / San Bernardino"/>	
<input type="button" value="Back"/>	<input type="button" value="Phone Was Disconnected"/> <input type="button" value="Caller hung up / Declined"/> <input type="button" value="Not on Freeway"/>

Translation

I will connect you to Omni. Do not hang up. If you get disconnected call back.

Dial Omni Translation Service	3116775132321	0	1	2	3	4	5	6	7	8	9	*	#
This is PCN with a 511 translation call, our client ID is	92618												
My operator number is.	AH												
My log number is	1800												
May I have your Operator ID?													
Location													
Comments													
Conference the call and press Start Over.	Start Over												
Caller Hung Up / Declined													
Disconnected													
Not on File													

Hung up

Only end here if caller declined service or has other help.
Document everything in comments.

Finish Call	
Start Over	Phone Was Disconnected

Inappropriate calls

We are unable to assist you at this time please be safe when getting back into traffic.

End	
Caller hung up	Phone Was Disconnected

Refer 911

We are unable to assist you at this time please hang up and dial 911.

End	
Caller hung up	Disconnected

Locate callers location

I am going to ask you some questions to determine your **location**

What is your first and last name?	<input type="text"/>
Is your cell phone number?	<input type="text"/> <small>Look up (Do not add dashes)</small>
Which freeway are you on?	<input type="text"/>
Which City are you in?	<input type="text"/>
Which direction are you traveling?	N/A <input type="button" value="v"/>
Which off ramp did you last pass?	<input type="text"/>
Do you see any land marks?	<input type="text"/> (Optional)
What is the nature of the problem?	<input type="text"/> (Required)
Location, if callbox is near by note here	<input type="text"/> (Required)
<input type="button" value="Next - Roadside"/> <input type="button" value="Can't Locate"/> <input type="button" value="Caller hung up / Declined"/> <input type="button" value="Phone Was Disconnected"/> <input type="button" value="Not on Frey"/> <input type="button" value="Inappropriate Call"/>	

Roadside options to assist caller

I am going to ask you some questions,
if you get disconnected please call back?

Number of people in the car including yourself?	<input type="text"/>
Is there an adult male present?	<input type="button" value="v"/> (16 yrs or older, required)
What is the make of your vehicle?	<input type="text"/>
What is the model of your vehicle?	<input type="text"/>
What is the color of your vehicle?	<input type="text"/>
Do you have any special towing needs?	<input type="text"/>
Spare tire (if applicable)	N/A <input type="button" value="v"/> <small>(No if caller is disabled)</small>
For Map use PDF on toolbar below	
I will check to see if the Free way Service Patrol is available.	<input type="button" value="FSP"/> <input type="button" value="FSP 2nd Call/OP"/> <input type="button" value="Cancel Fsp"/>
Do you have AAA or another auto club?	<input type="button" value="AAA Club"/> <input type="button" value="Other Auto Club"/> <input type="button" value="Rational Towing/OP"/> <input type="button" value="No Help"/>
Comments	<input type="text"/>
Location	<input type="text"/>
<input type="button" value="Locate - Back"/> <input type="button" value="Caller Hung up / Declined"/> <input type="button" value="Caller Was Disconnected"/> <input type="button" value="Out Of County"/> <input type="button" value="Inappropriate Call"/> <input type="button" value="Not on Frey"/>	

Locate FSP

Please hold while I check for FSP in your area.

Beat	<input type="text"/> <small>Format is 123</small> <input type="button" value="Find"/>
Location	<input type="text"/>
<input type="button" value="Start Over"/> <input type="button" value="Caller hung up / Declined"/> <input type="button" value="Caller Was Disconnected"/> <input type="button" value="Not on Frey"/>	

Peak Service
6A to 10A and 3P-7P
Mid Day Service
10:30A to 2:30P
Weekend Service
10:30A to 7P



FSP available

Cancel FSP

Page 52 of 121

AAA and other Auto clubs

I will connect you to AAA . Do not hang up. If you get disconnected call back.

Dial AAA	318004012144
Dial AAA BackLine	31616688081
This is the 511 operator with a Orange County 511 transfer, my operator ID is.	400
My log number is	1802
May I have your Operator ID?	
What is your Service Order Number?	
Location	TEST
Comments	TEST
	End

Back Caller hung up Phone Disconnected Not on Fwy

Rotational Tow

Your request for Assistance will be forwarded to the CHP.
 Note that this is not a free service; there will be a charge to you.
 (If the caller asks - cash, credit or atm are normally accepted)
 (The fee is negotiated with the tow company upon arrival)

Log number	1802
Location	TEST
Comments	TEST
End call	Rotational Tow End Cancel Tow
Only use if screens are down	Dial CHP 319195597833 Dial CHP BackLine 319195597834

Back Caller Hung Up / Declined Disconnected Not on Fwy

No help

Please wait in a place where you feel safe
 your request for assistance will be forwarded to CHP.
 Call us back if you find assistance.

TEST
End
Caller Hung Up / Declined
Phone Disconnected
Back

ATTACHMENT “A-D”
SAMPLE CALL TYPE REPORTS

RFP23-1002963

Page 55 of 121

COPIRIGHT © 1987 CARBONACEOUS ANTIMONIDE INCORPORATED

ATTACHMENT “A-E”
CALL HANDLING MATRIX

Attachment A-E: Call Handling Matrix

		CHP needs to take action or be informed		Info to CHP is sent either live or via remote message			CHP does not need to take action or be informed
	Type of Call	CHP Action Urgent	CHP Action Non – ER	CHP Info Only	Live Patch/Call Box Operator on line	Remote Msg/No Call Box Operator on line	
A	EMERGENCIES						
1	Accident	X			X		
2	Medical Emergency	X			X		
3	Crime (includes violence/assault, DUI, reckless driver)	X			X		
4	Hazardous vehicle or debris	X			X		
5	Fire	X			X		
6	Other: TTY call*, CHP officer call to CHP Comm Center, Big Rig Rot tow or Service Request with no help en route	X			X*		
B	NON EMERGENCY						
1	Duplicate Event (ER or Non – ER)	X1	X2		X1	X2 = P1	
2	FSP		X			P1	
3	Miscellaneous					P1	
4	Check Call Box – connected but tapping/other noises/no voice		X			P1	
5	Tilt Alarm – check call box		X			P1	
C	ROADSIDE ASSISTANCE						
1	Disable, Female Alone – disabled vehicle, assistance enroute		X			P1	
2	Disable, Male – disabled vehicle, assistance enroute			X		P2	
3	Disable, Rotation Tow Requested		X			P1	
4	Disable, No Help		X			P1	
D	INCIDENTAL						
1	Maintenance/Test calls						X
2	Inappropriate Use, including inquiries, transportation requests, directions						X
3	Ghost Calls (No ANI)						X
4	Courtesy Call						X

* TTY Calls are handled between CBO and the caller, with the CHP talking to the CBO on a separate phone line.

- **Priority 1 (P1)** remote message information is sent to the CHP where CHP needs to take action/handle.
- **Priority 2 (P2)** Information sent via remote message to the CHP when a call is handled 100% by Contractor. CHP will determine if they need to act on the call request or event.
- X1 or X2 is a decision of the Contractor's Call Box Operator (CBO) based on circumstances conveyed by the caller.
- A remote message viewed at the CHP in **Green Text Is a Cancellation** of a prior P1 action.

ATTACHMENT “A-F”
OPERATING AND TRAINING MANUAL
HAS BEEN ATTACHED AS A SEPARATE DOCUMENT

ATTACHMENT “A-G”
SAMPLE RMS SCREEN

Attachment A-G: Sample RMS Screen

SBCTA - RMS							
RMS Search							
Welcome, SBCTAKL! Log off							
SBCTA Call Box Answering Center - Remote Messaging System (RMS) Version 1.0 - June 2019							
Next Update: 23							
Log Number	Call Date	Start	End	Comm Cntr	Call Type	CBX #	Location
72187975	03/10/2023	15:54:06	15:57:35	INLAND	Disable, NO HELP	SB-071-0075	SB SR71 JNO BUTTERFIELD RANCH RD, 1/4 MI ACCESS PINE
72187724	03/10/2023	14:23:35	14:31:50	INLAND	Call Box Check	SB-138-0283R	SR138 JWO SR173, 1 MI (SR138 JWO 173)
72187216	03/10/2023	12:40:12	12:51:09	INLAND	Disable, MALE	SB-018-0594	N/B N/of Delta Ave
72187193	03/10/2023	12:35:56	12:36:32	INLAND	Call Box Check	SB-018-0594	N/B N/of Delta Ave
72186956	03/10/2023	11:38:50	11:41:32	INLAND	Call Box Check	RV-033-0001C	VINE ST AT 10TH ST, METRO LINK STATION - *** CITY OF RIVERSIDE *** (VINE ST AT 10TH ST)
72186701	03/10/2023	10:39:07	10:40:36	INLAND	Call Box Check	SB-018-0596	SR18 AT JOHNSONS GRADE, - OR 2ND SWITCHBACKS JNO MM 60.0
72185573	03/09/2023	20:56:09	21:05:15	INDIO	Call Box Check	RV-079-0352	SR79 JNO GILMAN SPRINGS RD, 1 MILE (NB SR79)
72185565	03/09/2023	20:45:25	20:50:07	INDIO	Other	RV-079-0352	SR79 JNO GILMAN SPRINGS RD, 1 MILE (NB SR79)
72185550	03/09/2023	20:27:25	20:36:53	BARSTOW	Disable, NO HELP	SB-015-1137	SB I15 JNO AFTON CANYON RD, 2 MI NORTH (NB ACCESS FROM BASIN RD @MM 120)
72185357	03/09/2023	18:21:45	18:33:25	BARSTOW	Inappropriate Call	SB-002-0062	No location
72185370	03/09/2023	18:28:04	18:31:51	BARSTOW	Call Box Check	SB-002-0062	SR2 JWO SR138, APPROX .2 MI WEST (EB SIDE)
72184681	03/09/2023	15:02:02	15:10:20	BARSTOW	Disable, MALE	SB-040-0274	EB I40 JWO DESERT OASIS REST AREA, 1 MI WEST (WB ACCESS FROM FORT CADY RD @MM 23)
72184652	03/09/2023	14:51:04	14:53:41	BARSTOW	Maintenance Test	SB-015-1456	NB I15 JSO HALLORAN SPRINGS RD, 4 MI SOUTH (SB ACCESS FROM E BAKER BLVD)
72184577	03/09/2023	14:22:28	14:22:54	BARSTOW	Maintenance Test	SB-015-1362	NB I15 JSO KELBAKER RD, .4 MI SOUTH (SB ACCESS FROM W BAKER BLVD)
72184483	03/09/2023	13:48:42	13:49:11	BARSTOW	Maintenance Test	SB-015-1322	NB I15 JNO ZZYXZ RD, 2 MI NORTH (SB ACCESS FROM ZZYXZ RD)

SBCTA - RMS										
RMS Search										
Welcome, SBCTAKL! Log off										
SBCTA Call Box Answering Center - Remote Messaging System (RMS) Version 1.0 - June 2019										
Next Update: 16										
72232501	03/27/2023	12:25:43	12:26:28	INDIO	Maintenance Test	RV-010-1013	WB I10 JWO EAGLE MOUNTAIN RD, 1 MILE			
72232466	03/27/2023	12:16:52	12:24:22	BARSTOW	Disable, NO HELP	SB-247-0502	SR247 JSO NORTH SIDE RD, 1 MI SOUTH (4 MI NORTH OF RABBIT SPRINGS RD)(NB S IDE)			
72232368	03/27/2023	11:53:38	11:57:47	BARSTOW	Disable, ROT TOW REQ	SB-247-0502	SR247 JSO NORTH SIDE RD, 1 MI SOUTH (4 MI NORTH OF RABBIT SPRINGS RD)(NB S IDE)			
72232354	03/27/2023	11:47:32	11:49:33	BARSTOW	Call Box Check	SB-015-1483	SB I15 JSO HALLORAN SPRINGS RD, 1.4 MI SOUTH (NB ACCESS FROM HALLORAN SPRINGS RD)			
72232341	03/27/2023	11:44:59	11:46:23	BARSTOW	Call Box Check	SB-015-1483	SB I15 JSO HALLORAN SPRINGS RD, 1.4 MI SOUTH (NB ACCESS FROM HALLORAN SPRINGS RD)			
03/27/2023	10:50:41	10:53:03	Disable, NO HELP	SB-015-0602	NB I15 AT HODGE RD, (SB ACCESS FROM WILD WASH RD)					
Clear Print										
Vehicle Safe:	Yes			Special Towing Needs:	Solo Female:					
First Name:				Last Name:						
Number of People in Vehicle:				Location:	Disability:					
Vehicle:					Spare Tire:					
Comments:	MALE ASKING FOR WATER // UNK HUNG UP A7785									
Call History:										
Previous Comments:										
Responding Party:				Phone:	Service #:					
CHP View Time:	3/27/2023 10:54:06 AM			Cell Phone:						
				Position #:	Barstow1					
Contact 1 Name:				Phone:						
Contact 2 Name:				Phone:						
Contact 3 Name:				Phone:						
Operator:	LAG			Comm Center:	BARSTOW					
					Infinity Call Number: 72232199					
					Click for Call Recording					
© 2023 - SBCTA RMS										

ATTACHMENT “A-H”
MINIMUM REQUIREMENTS

Attachment A-H: Minimum Requirements for CAC

At a minimum, the selected Contractor shall provide a CAC that meets the following technical requirements:

- All phone numbers used for this project shall remain the property of the Agencies;
- An ACD capable of prioritizing Call Box calls as first priority, giving recorded, Agency-approved announcements to calls on hold, and allowing for remote monitoring of calls if needed (the recording must be approved by SBCTA prior to implementation, as well as the length of the recording). The caller should not be required to listen to entire recording prior to operator answering the call;
- All Call Center operators shall be based in the continental United States and must be fluent in English.
- Digital Centrex, Private Branch Exchange (PBX), or T1 lines capable of handling at least six simultaneous incoming call box calls. These lines should be provisioned as “emergency” and “ground start” and also allow for multi-way and conference calling, automatic call back, caller identification, and speed dialing. Calls should be automatically routed to a prepared backup call center (i.e., having backup materials, maps, individual sheets organized regarding each call box, etc.; Agencies can help provide the backup materials) should the CAC or lines go down;
- Digital recordings of calls shall be kept on Flash Drive or a Portable Hard Drive for a period of four (4) years. These recordings need to be searchable either by date, call box/mobile 511 log number or call box number. All calls generated from the Agencies shall be accessible via the RMS as described in the SOW;
- **Three power fail telephone lines to ensure a link is maintained between the CAC and CHP in the event of a power failure or emergency;**
- Capability to report individual call statistics for each call received, including but not limited to, answer delay time, call duration, and call classification, copied to flash drives or portable hard drives for voice log archiving for each of the Agencies;
- Emergency power back-up system capable of supplying electricity to the entire CAC operation for a minimum of four (4) hours in the event of a power outage, including uninterruptible power supplies to supply electricity between the power failure and the backup system coming online;
- Contractor shall only make changes to the database as directed by the Agencies. All database updates required are incorporated into this SOW and Contract pricing. Database changes will primarily be provided by the call box maintenance operator or by the Agencies during a cellular upgrade, and these change requests shall be approved by Agencies;
- Access to technical support during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding major holidays) within 30 minutes, or one (1) hour outside of normal business hours. Technical support shall be able to troubleshoot and solve hardware, networking, database, and software issues effectively and in a timely manner, as approved by the Agencies;
- Contractor shall:
- 24-hour Spanish-speaking staff and translation services available.
- The Level of Services requirements that will be met by CAC to include the following:
 - 80% of all calls will be answered within 20 seconds

- 98% of all calls will be answered within 90 seconds
- 100% of all calls will be answered within two (2) minutes
- Average answer time for all calls will be 15 (fifteen) seconds or less (this includes the “on-hold” recording time as well;
- The average peak period calls will be answered in 20 (twenty) seconds or less (note peak periods are 10 a.m. to 7 p.m.).
- Lost calls, which is an Abandoned Call (caller disconnects) that has been Auto Answered (call has exceeded 18 seconds) that has not been answered by an Operator will be limited to less than 2% of all calls.
- No more than two (2) days in a month where 10% of calls take 90 seconds or more to answer.
- Speed of Answer/Answer Time is defined as the time period the end user initiates a call and the operator answers the call. Ring time, hold time, pre-announcement time are all included.

During the Contract term, should service level requirements not be met by the Contractor, a written explanation for why the requirements were not met and how the Contractor will correct the issue(s) shall be provided to the Agencies at the same time that the monthly reports are submitted. Should service level requirements not be met more than once during a Fiscal year (July 1 – June 30), the Agencies may impose a 10% penalty on the invoice for each month in which service level requirements were not met, including a retroactive penalty on the first month that service level requirements were not met within the fiscal year. Should service level requirements not be met more than once during a Fiscal year (July 1 – June 30), or more than five (5) times during the term of the agreement, the agencies shall consider the action a violation of the Contract and may consider additional actions up to and including termination of the Contract.

ATTACHMENT “B”
“PRICE PROPOSAL”

RFP NO. 23-1002963**Attachment B: B.1 Phase I Call Box/Mobile Call Box Price Proposal form**

Provide a budget for Phase I that breaks down costs for each item listed below as it relates to the SOW.

The following notes apply to the cost estimates for Phase I:

- All costs listed below should include overhead, burden, or other indirect costs in addition to labor costs, including both Call Answering Center (CAC) staff and subcontracted services, and capital costs for all equipment.
- Please provide a brief explanation in the notes column as necessary to provide further detail on the task and associated cost.

Task Description	Cost for Call Box	Cost for Mobile 511	Notes
Tasks 1-4: Planning, Design, & Testing	\$		
Task 5: CAC Setup	\$		
Task 6: Operations Preparation and Setup	\$		
Task 7: CAC Test Operations	\$		
Task 8: CAC Operations Start Up	\$		
Task 9: Implement Remote Messaging System (RMS)*		NA	
<i>Barstow CHP Comm Center</i>	\$		
<i>Indio CHP Comm Center</i>	\$		
<i>Inland CHP Comm Center</i>	\$		
<i>SBCTA Office</i>	\$		
PHASE I TOTAL	\$	\$	

*Costs split for each location as follows:

Barstow CHP – 100% SBCTA

Indio CHP – 50% SBCTA, 50% RCTC

Inland CHP – 50% SBCTA, 50% RCTC

I hereby acknowledge that I have included all labor hours, fees, taxes, materials, software/programming and equipment in this price.

Proposer

Signature of Authorized Person

Date

RFP NO. 23-1002963

Attachment B: B.2 Continuing Operations Proposal Form (Phase II)

The payment for continuing operations (Phase II) will be compensated in two methods:

- 1) Call box calls and mobile call box calls will be based on a rate per call.
- 2) Phase II includes the following components and any others necessary that would be included in the price per call as identified in the SOW to successfully operate the CAC:
 - Continue operations, staffing activities
 - Submit monthly reports
 - Monitor program operations and implement any necessary corrective actions
 - As needed, updating training and procedure manuals
 - Database updates, programming and/or reporting required to maintain operations
 - Monthly Agency meetings as requested
 - Bi-monthly system tests
 - Profit, overhead, burden, or other indirect costs

The Agencies do not do any predictive modeling to estimate future call volumes, which for call box calls may decrease or diminish all together due to the continued proliferation of cell phones and limitations with call box cellular technology. For the purposes of developing pricing, proposers should reference historical call box statistics in Exhibit H of the RFP and the rate for each Agency shall be included below.

It is anticipated that operator call length for call box calls will be 330 seconds (5.5 minutes) and the rate for mobile 511 calls will be estimated to be 360 seconds (6.5 minutes). The Agency will evaluate average call length on Jan 1, 2026. Based on calendar year 2025 data, and average operator call time will be determined. The agency may either adjust price up or down depending on the average call length. The methodology for rate adjustment will be based on an average call length that exceeds 60 seconds. For example, if the average call length increases to 360 seconds, the rate will increase by (rate/5minutes).

Contract Year	Rate Per Call Box Call		Rate Per Mobile 511 Call	
	SBCTA	RCTC	SBCTA	RCTC
Contract Years 1-3	\$	\$	\$	\$
Contract Years 4-5	\$	\$	\$	\$

Note: Call Box calls years 1 through 5, Mobile 511 calls anticipated to begin in year 2 or 3 and continue through year 5.

I hereby acknowledge that I have included all labor hours, fees, taxes, materials and equipment in this price.

Proposer

Signature of Authorized Person

Date

RFP NO. 23-1002963

Attachment B: B.3 Computer, Monitors, Modems (Annual Spring Cleaning Costs)

The RMS locations identified by the Agencies will have RMS equipment as identified in the SOW each year, to avoid equipment failure at the RMS locations, the Contractor will be responsible for conducting annual “Spring Cleaning”. Spring Cleaning will include but not be limited to: checking, cleaning and dusting equipment, ensuring functionality of existing equipment, replacing minor and major hardware components as needed or as agreed upon by the Agencies annually which may include but not be limited to: keyboards, mice, power strips, tablets, hard drives, monitors, etc. Contractor will be responsible for providing a Spring Cleaning schedule and work plan for approval each year to the Agencies. The proposed work plan provided to the Agencies each year will only be implemented upon approval by the Agencies and the associated costs (labor, travel and equipment) shall be billed at actual cost each year for equipment purchases, but shall not exceed the Hourly Labor and Mileage Rates as Contractor has indicated below.

	<u>FY 24/25</u>	<u>FY 25/26</u>	<u>FY 26/27</u>	<u>FY 27/28</u>	<u>FY 28/29</u>
Work Plan/Schedule: <i>Indicate what and which years you recommend equipment replacement or other work to be performed.</i>					
Estimated Number of Hours:					
Hourly Labor Rate:	\$	\$	\$	\$	\$
Other Costs: <i>Please describe here</i>					

I hereby acknowledge that I have included all labor hours, fees, taxes, materials, software/programming, and equipment in this price.

Proposer

Signature of Authorized Person

Date

RFP NO. 23-1002963
Attachment B: B.4 Pricing Summary Table of Total Cost

PRICING SUMMARY TABLE

TASK	TOTAL COST
Phase 1 Call Box (Phase I total from Attachment B.1)	\$
Phase 1 Mobile 511 (Phase I total from Attachment B.1)	\$
Contract Years 1-3 Cost (assumes estimated total of 4,000 call box calls per year and an estimated total of 5,000 mobile 511 calls to being year 2 or 3, from Attachment B.2)	\$
Contract Years 4-5 Cost (assumes total of 4,000 call box calls per year and total of 5,000 mobile 511 calls per year, from Attachment B.2)	\$
Computers, monitors, modems (from Attachment B.3)	\$
GRAND TOTAL	\$

I hereby acknowledge that I have included all labor hours, fees, taxes, materials, software/programming and equipment in this price.

Proposer

Signature of Authorized Person

Date

ATTACHMENT “C”
“PROPOSED CONTRACT”

CONTRACT NO. 23-1002963

BY AND BETWEEN

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

AND

FOR

CALL BOX CALL ANSWERING CENTER SERVICES

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and _____ ("CONSULTANT"), whose address is _____. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties".

RECITALS:

WHEREAS, SBCTA requires certain work services as described in Exhibit "A" of this Contract; and

WHEREAS, CONSULTANT has confirmed that CONSULTANT has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the services identified herein; and

WHEREAS, CONSULTANT desires to perform all Work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A "Scope of Work" ("Work") in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein, and in the sequence, time, and manner defined herein. The word "Work" includes, without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

- 1.2 The Project Manager for this Contract is Kelly Lynn, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Department Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including, without limitation, notices of default and/or termination), technical directions and approvals; demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through July 1, 2027 until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for two (2) one-year option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed the earlier of five (5) years or October 31, 2029.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work, identified herein and, in compliance with all the terms and conditions of this Contract, shall be on a Time & Materials basis for all obligations incurred in, or application to, CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is _____ Dollars (\$_____). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work", and shall be reimbursed pursuant to Exhibit B "Price Proposal". The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.
- 3.3 INTENTIONALLY OMITTED.
- 3.4 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.

- 3.4.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards..
- 3.4.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.6 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 4. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in monthly billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA'S contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

For large files over 30 megabytes, invoices can be submitted using this link:
<https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission>

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and

that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.

4.4 INTENTIONALLY OMITTED.

4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.

4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.

4.7 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31 are subject to repayment by CONSULTANT to SBCTA.

ARTICLE 5. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONSULTANT shall pay when due, and the compensation set forth herein, shall be inclusive of all: a) local, municipal, State, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONSULTANT; and d) other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

ARTICLE 6. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 7. PERMITS AND LICENSES

CONSULTANT shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses), and required registrations necessary for CONSULTANT to perform Work identified herein.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

- 8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA access to Consultants' records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.
- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Work at any time. After CONSULTANT receives any audit recommendations, the cost or price proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report
- 8.3 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

- 9.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 9.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the Project, CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a

form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

ARTICLE 10. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A “Scope of Work”. At a minimum, CONSULTANT shall submit monthly progress reports with their monthly invoices. The report shall be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to expectations and is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

ARTICLE 11. TECHNICAL DIRECTION

11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA’s Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term “Technical Direction” is defined to include, without limitation:

11.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the Scope of Work.

11.1.2 Provision of written information to CONSULTANT which assists in the interpretation of reports or technical portions of the Scope of Work described herein.

11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.

11.1.4 SBCTA’s Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.

11.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA’s Project Manager does not have the authority to, and may not, issue any Technical Direction which:

11.2.1 Increases or decreases the Scope of Work;

11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;

11.2.3 Constitutes a change as defined in the “CHANGES” Article of the Contract;

11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the “COMPENSATION” Article or the time required for Contract performance;

11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;

- 11.2.6 Interferes with CONSULTANT's right to perform the terms and conditions of the Contract unless identified herein; or
- 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.
- 11.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:
- 11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
- 11.5.2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 12. CHANGES

- 12.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.
- 12.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

- 13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County

laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

- 13.2 The CONSULTANT and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONSULTANT and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 14. CONFLICT OF INTEREST

CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Project. CONSULTANT further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT and its staff shall comply with SBCTA's Conflict of Interest Policy, No. 10102.

ARTICLE 15. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONSULTANT shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rates) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of SBCTA's PM. CONSULTANT shall not substitute any key personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of key personnel, SBCTA may terminate this Contract. Key Personnel are:

Name	Job Classification/Function

ARTICLE 16. REPRESENTATIONS

All Work supplied by CONSULTANT under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SBCTA that the same shall conform to professional standards that are generally accepted in the profession in the State of California.

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information (“Products”), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article, which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 17.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA’s Confidentiality Policy; anyone who may have access to Personally Identifiable Information (“PII”) and/or Sensitive Security Information (“SSI”) will be required to execute a Confidentiality Agreement.

ARTICLE 18. TERMINATION

- 18.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA’s instructions.

- 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT, or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.
- 18.2.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- 18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE 19. STOP WORK ORDER

Upon failure of CONSULTANT or its subconsultants to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with section "Termination" above.

ARTICLE 20. CLAIMS FOR PAYMENT

SBCTA shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCTA in writing. SBCTA shall not be liable to CONSULTANT for any claim asserted by CONSULTANT after final payment has been made under this Contract.

ARTICLE 21. INSURANCE

21.1 Prior to commencing the Work, subject to the provisions of Article 21.2 “General Provisions”, and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT’s and sub-consultant’s sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$2,000,000 per claim
- An annual aggregate limit of not less than \$4,000,000
- Coverage shall be appropriate for the CONSULTANT’S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT’S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.

21.1.2 Worker’s Compensation/Employer’s Liability. The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer’s Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers’ compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

21.1.3. Commercial General Liability. The policy must include the following:

- Consultant shall maintain commercial general liability(CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$3,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$3,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work must be indicated under “Description of Operations/Locations” (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the CGL insurance coverage with limits not less than:

- Each occurrence limit: \$1,000,000
- General aggregate limit: \$2,000,000
- Personal injury and advertising limit \$1,000,000
- Products-completed operations aggregate limit \$2,000,000

All subconsultants’ and sub-subconsultants’ deductibles or self-insured retentions must be acceptable to SBCTA’s Risk Manager.

21.1.4 Umbrella/Excess CGL. The policy must include the following:

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
 - The umbrella or excess policy shall follow form over the CONSULTANT’s primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
 - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
 - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

21.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21.1.6 Pollution Liability. INTENTIONALLY OMITTED

21.1.7 Cyber Liability Insurance - appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA that will be in the care, custody, or control of CONSULTANT.

21.1.8 Railroad Protective Liability - INTENTIONALLY OMITTED

21.2. General Provisions

21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance

carriers must have a current A.M. Best rating of A-VII or better and if policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.

- 21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority and the Riverside County Transportation Commission and their officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for all of the additional insureds to the fullest extent provided by the policy.
- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-CONSULTANTS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion

deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.

21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.

21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

21.2.8 Non-Limitation of Insurance Requirements - The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required

under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

21.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

21.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

21.2.11 Project Specific Insurance - All insurance coverage required to be provided by CONSULTANT, with the exception of professional liability, automobile liability and worker's compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.

21.2.12 No Representations or Warranties - SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies

required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.

21.2.13 Review of Coverage – SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.

21.2.14 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.

21.2.15 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

21.2.16 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 22. INDEMNITY

22.1 To the extent, but only to the extent, that CONSULTANT's Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable:

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA and the Riverside County Transportation Commission, and their entities and their authorized officers, employees, agents and volunteers (collectively "Indemnitees"), from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the professional to the maximum extent permitted by Civil Code Section 2782.8.

22.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA), and hold harmless SBCTA and the Riverside County Transportation Commission and their respective entities, and their authorized

officers, employees, agents and volunteers (“Indemnitees”), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by any Indemnatee on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT’s indemnification obligation applies to any Indemnatee’s “active” as well as “passive” negligence, but does not apply to any Indemnatee’s “sole negligence” or “willful misconduct” within the meaning of Civil Code section 2782.

ARTICLE 23. ERRORS AND OMISSIONS

CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONSULTANT shall be liable for SBCTA’s costs resulting from errors or deficiencies in Work furnished under this Contract, including, but not limited to, any fines, penalties, damages, and costs required because of an error or deficiency in the Work provided by CONSULTANT under this Contract.

ARTICLE 24. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONSULTANT under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.

ARTICLE 25. SUBCONTRACTS

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA’s written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA’s approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA’s approval shall not be unreasonably withheld.
- 25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

SBCTA or any of its designees, representatives, or agents shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Work or products.

ARTICLE 27. INDEPENDENT CONTRACTOR

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Work provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. SBCTA shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Work or as to the manner, means and methods by which Work is performed. All personnel furnished by CONSULTANT pursuant to this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subconsultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

ARTICLE 28. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any Party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

ARTICLE 29. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

ARTICLE 31. PRECEDENCE

31.1 The Contract consists of the following: Contract Articles, Exhibit A "Scope of Work", and Exhibit B "Price Proposal", SBCTA's Request for Proposal and CONSULTANT's proposal, all of which are incorporated into this Contract by this reference.

31.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA's Request for Proposal; and last, CONSULTANT's proposal. In the event

of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.

- 31.3 In the event of an express conflict between the documents listed in this Article, or between any other documents which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE 32. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when not made during regular business hours; or (c) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To CONSULTANT	To SBCTA
	1170 W. 3rd Street, 2nd Floor
	San Bernardino, CA 92410-1715
Attn:	Attn: Kelly Lynn
Email:	Email: klynn@gosbcta.com
Phone:	Phone: (909) 884-8276
2 nd Contact:	Copy: Procurement Manager
Email:	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by a court of competent jurisdiction.
- 33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

ARTICLE 34. GRATUITIES

CONSULTANT, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 35. REVIEW AND ACCEPTANCE

All Work performed by CONSULTANT shall be subject to periodic review and approval by SBCTA at any and all places where such performance may be carried on. Failure of SBCTA to make such review or to discover defective work shall not prejudice the rights of SBCTA at the time of final acceptance. All Work performed by CONSULTANT shall be subject to periodic and final review and acceptance by SBCTA upon completion of all Work.

ARTICLE 36. CONFIDENTIALITY

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.

ARTICLE 37. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCTA periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Scope of Work and/or at the completion of the Contract. A copy of the evaluation will be given to CONSULTANT for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by SBCTA.

ARTICLE 38. SAFETY

CONSULTANT shall strictly comply with OSHA regulations and local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with all safety instructions issued by SBCTA or their representatives.

ARTICLE 39. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code section 8350 et seq.

ARTICLE 40. ASSIGNMENT

CONSULTANT shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA's prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 41. AMENDMENTS

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

If it has been conclusively determined that Prevailing Wage Requirements will not apply to any part of the Work for the Project, delete all language under Article 42 and replace with "Intentionally Omitted".

ARTICLE 42. PREVAILING WAGES

42.1 The State of California's General Prevailing Wage Rates are not applicable to this Contract.

ARTICLE 43. CONTINGENT FEE

CONSULTANT warrants by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to terminate this Contract without liability, pay only for the value of the Work actually performed, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 44. FORCE MAJEURE

CONSULTANT shall not be in default under this Contract in the event that the Work performed by CONSULTANT is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of CONSULTANT and which CONSULTANT could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of CONSULTANT to perform or failure of CONSULTANT to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONSULTANT.

ARTICLE 45. WARRANTY

CONSULTANT warrants that all Work performed shall be in accordance with the Contract and all applicable professional standards. In the event of a breach of this provision, CONSULTANT shall take the necessary actions to correct the breach at CONSULTANT's sole expense. If CONSULTANT does not take the necessary action to correct the breach, SBCTA, without waiving any other rights or remedies it may have, may take the necessary steps to correct the breach, and the CONSULTANT shall promptly reimburse SBCTA for all expenses and costs incurred.

ARTICLE 46. ENTIRE DOCUMENT

46.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.

- 46.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 46.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CONSULTANT shall comply with all applicable provisions of the Americans with Disabilities Act in performing Work under this Contract.

ARTICLE 48. EFFECTIVE DATE

The date that this Contract is executed by SBCTA shall be the Effective Date of the Contract.

-----SIGNATURES ARE ON THE FOLLOWING PAGE-----

IN WITNESS WHEREOF, the Parties hereto have executed this Contract below.

CONSULTANT

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____

Name

Title

Date: _____

By: _____

Dawn M. Rowe

President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____

Juanda L. Daniel

Assistant General Counsel

Date: _____

CONCURRENCE

By: _____

Shaneka M. Morris

Procurement Manager

Date: _____

EXHIBIT “A”
“SCOPE OF WORK”

EXHIBIT “A-A”
CALL BOX CALL HISTORY

EXHIBIT “A-B”
SAMPLE INCIDENT SCREEN DESIGN

EXHIBIT “A-C”
OCTA MOBILE CALL BOX SCRIPT

EXHIBIT “A-D”
SAMPLE CALL TYPE REPORTS

EXHIBIT “A-E”
CALL HANDLING MATRIX

EXHIBIT “A-F”
OPERATING AND TRAINING MANUAL
HAS BEEN ATTACHED AS A SEPARATE DOCUMENT

EXHIBIT “A-G”
SAMPLE RMS SCREEN

EXHIBIT “A-H”
MINIMUM REQUIREMENTS

EXHIBIT “B”
“PRICE PROPOSAL”

**ATTACHMENT “D”
RFP FORMS**

**CERTIFICATE OF COMPLIANCE WITH
INSURANCE REQUIREMENTS**

(FORM MUST BE COMPLETED IN ITS ENTIRETY AND BE INCLUDED WITH PROPOSAL OR BID SUBMITTAL)

INSURANCE REQUIREMENTS: (check appropriate boxes below)

- ☐ Consultant has provided a copy of the insurance requirements contained in the San Bernardino County Transportation Authority (SBCTA) Contract to their agent or broker to confirm the ability to meet requirements.

AND

- ☐ Consultant certifies that the company or individual is fully prepared to secure the necessary insurance coverage and limits as detailed in the SBCTA Contract and comply with all insurance requirements. Any objection to, inability to meet, or request for substitution for the stated insurance requirements, shall be deemed waived, if not stated in Consultant's response to this solicitation.

OR

- ☐ Consultant has identified areas of conflict with the insurance requirements and has provided a list of concerns in its response to the RFP in the exception response section and has referenced each section and page number identified in the SBCTA Contract. Make sure to provide a list of the exceptions such as limits, types of coverages, SIR and deductibles, or other requirements.

Company Information:

Company/Individuals Name

Address

City

State

Zip Code

Principal Name

Title

Principal Signature

Date

Phone

Email Address

Broker Information:

Broker Name

Address

City	State	Zip Code
Phone Number	Email Address	

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
DISCLOSURE OF CAMPAIGN CONTRIBUTIONS TO BOARD OF DIRECTORS

Government Code Section 84308, 2 California Code of Regulations 18438.1, et seq.

No Member of the Board of Directors or alternates of the San Bernardino County Transportation Authority shall receive or solicit a campaign contribution of more than \$250 from Bidder or Bidder's agent during the time of: 1) Bid solicitation; 2) Consideration of Bids received; and 3) Awarding of a contract or execution of a purchase and sale agreement based on a Bid (collectively referred to as the "Proceeding"), and for 12 months following the conclusion of the Proceeding. This prohibition does not apply to the awarding of contracts that are competitively bid. In addition, Directors and alternates cannot participate in any such matters if they have received more than \$250 in campaign contributions within the last year from anyone financially interested in the Proceeding, such as Bidder and/or Bidder's agent.

Pursuant to these requirements, Bidder shall disclose any campaign contribution in an amount of more than \$250 made by Bidder, and/or Bidder's agent, to any Director within 12 months from the date of these Bid Documents/Request for Proposals (as applicable). For the purpose of this disclosure obligation, contributions made by Bidder within the preceding 12 months shall be aggregated with those made by Bidder's agent within the preceding 12 months or the period of the agency relationship between the Bidder and Bidder's agent, whichever is shorter. In addition, Bidder and/or Bidder's agent shall not make a contribution of more than \$250 to a Director or alternate during the Proceeding and for 12 months following the conclusion of the Proceeding.

The disclosure by Bidder, as set forth, herein, shall be incorporated into the written record of the Proceeding and shall be made available to the public for inspection and copying.

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any SBCTA Director or alternate in the 12 months preceding the date of issuance of this Request for Bids/Requests for Proposals?

_____ YES _____ NO

Board Member Name: _____ Date: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any Board member or alternate?

_____ YES _____ NO

Board Member Name: _____ Date: _____

Answering yes to either of the two questions above does not preclude SBCTA from awarding a bid to your firm. It does, however, preclude the identified Board member or alternate from participating in the Bid/contract award process for this Bid/contract.

A current list of the Board of Directors and alternates of the San Bernardino County Transportation Authority is attached.

BIDDER INFORMATION:

<hr/>		
Company Name		
<hr/>		
Address		
<hr/>		
City	State	Zip Code
<hr/>		
Bidder Name		Title
<hr/>		
Bidder Signature		Date
<hr/>		
Phone	Email Address	
<hr/>		

SBCTA BOARD OF DIRECTORS AND ALTERNATES

Agency	Board Representative	Alternate
City of Adelanto	Daniel Ramos	Gabriel Reyes
City of Barstow	Paul Anthony Courtney	Carmen Hernandez
City of Big Bear Lake	Rick Herrick	Randall Putz
City of Chino	Eunice Ulloa	Marc Lucio
City of Chino Hills	Ray Marquez	Cynthia Moran
City of Colton	Frank Navarro	David Toro
City of Fontana	Acquanetta Warren	Peter Garcia
City of Grand Terrace	Sylvia Robles	Bill Hussey
City of Hesperia	Rebekah Swanson	Larry Bird
City of Highland	Larry McCallon	Penny Lilburn
City of Loma Linda	Rhodes “Dusty” Rigsby	Bhavin Jindal
City of Montclair	John Dutrey	Tenice Johnson
City of Needles	Janet Jernigan	Kirsten Merritt
City of Ontario	Alan Wapner	Paul Leon
City of Rancho Cucamonga	L. Dennis Michael	Lynne Kennedy
City of Redlands	Paul Barich	Denise Davis
City of Rialto	Deborah Robertson	Andy Carrizales
City of San Bernardino	Helen Tran	Damon Alexander
City of Twentynine Palms	Joel Klink	Dan Mintz, Sr.
City of Upland	Rudy Zuniga	James Breitling
City of Victorville	Debra Jones	Bob Harriman
City of Yucaipa	Bobby Duncan	Matt Garner
County of San Bernardino 1 st District	Paul Cook	N/A
County of San Bernardino 2 nd District	Jesse Armendarez	N/A
County of San Bernardino 3 rd District	Dawn Rowe	N/A
County of San Bernardino 4 th District	Curt Hagman	N/A
County of San Bernardino 5 th District	Joe Baca	N/A
Town of Apple Valley	Art Bishop	Larry Cusack
Town of Yucca Valley	Rick Denison	Robert Lombardo

CONSULTANT QUESTIONNAIRE

CONSULTANT NAME: _____

1. BUSINESS ORGANIZATION

1.1 How many years have you been in business? _____

1.2 How many years have you been in business under your current name? _____

1.2.1 Under what other names have you conducted business? _____

1.3 Name(s) and title(s) of person(s) authorized to execute this contract on behalf of your business. Attach appropriate documentation demonstrating signature authority (e.g. Corporate Resolution, Board Minutes, Operating Agreement, Articles of Organization, etc.).

1.4 If your business is a corporation, answer the following:

1.4.1 Date of incorporation: _____

1.4.2 State of incorporation: _____

1.4.3 California Secretary of State Entity ID Number: _____

1.4.4 Names and titles of corporate officers: _____

1.5 If your business is a limited liability company, answer the following:

1.5.1 Date of formation: _____

1.5.2 State of formation: _____

1.5.3 California Secretary of State Entity ID Number: _____

1.5.4 Is LLC managed by managers or members? _____

1.5.5 Manager(s)/Member(s) name(s): _____

1.6 If your business is a partnership, answer the following:

1.6.1 Date of organization: _____

1.6.2 Type of partnership: _____

1.6.3 California Secretary of State Entity ID Number: _____

1.6.4 Name(s) of general partner(s): _____

1.7 If your business is individually owned, answer the following:

1.7.1 Date of organization: _____

1.7.2 Name of owner: _____

1.8 If the form of your business is other than those listed above, describe it and name the principals:

1.9 Number of owned autos: _____

1.10 Number of employees: _____

2. LICENSING

2.1 List jurisdictions and trade categories in which your business is legally qualified to do business and indicate registration or license numbers, if applicable.

2.2 List any other certifications held by your business, and the name under which they are held.

3. EXPERIENCE

3.1 List the categories of work that your business normally performs with its own forces.

3.2 List all contracts your business has completed in the past five years, giving the name of project, owner, owner's phone number, account manager, Contract amount, date of completion and percentage of the cost of the work performed with your own forces.

3.3 State average annual amount of _____ services performed during the past five years:

Year _____	\$ _____
Year _____	\$ _____
Year _____	\$ _____
Year _____	\$ _____
Year _____	\$ _____

3.4 List the contracts and/or projects your business has in progress, giving the name of the project, owner/contact, contract amount and scheduled completion.

3.5 Has your business, under its current name or any previous names, ever failed to complete any work/contract awarded to it? If Yes, please explain. (Attach additional pages if necessary.)

4. CLAIMS AND LAWSUITS

4.1 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your business or any its officers? If Yes, please describe. (Attach additional pages if necessary.)

4.2 Has your business filed any law suits or requested arbitration with regard to any of its contracts within the last five (5) years? If Yes, please explain. (Attach additional pages if necessary.)

4.3 During the past five years, have any complaints or claims been filed with the Department of Fair Employment and Housing (DFEH) and/or the Department of Industrial Relations (DIR) against your business? If Yes, please describe. (Attach additional pages if necessary.)

IRAN CONTRACTING ACT OF 2010 CERTIFICATION FORM

In accordance with Public Contract Code Section 2203, a person (as defined in Public Contract Code Section 2202(e)) is ineligible to, and shall not, bid on, submit a proposal for, for enter into or renew, a contract with a public entity for goods or services of one million dollars (\$1,000,000) or more if, at the time of bid or proposal for a new contract or renewal of an existing contract that person:

- a. is identified on a list created pursuant to subsection (b) as a person engaging in investment activities in Iran as described in subsection (a) of Section 2202.5; or
- b. engages in investment activities in Iran as described in subdivision (b) of Section 2202.5.

BY SUBMITTING THIS PROPOSAL OR BID AND SIGNING BELOW, THE PROPOSER/BIDDER IDENTIFIED BELOW CERTIFIES AS FOLLOWS (*REQUIRED*: SELECT ONE OF THE FOLLOWING):

- ☐ In accordance with Public Contract Code Section 2204(a), Proposer/Bidder, at the time the proposal or bid is submitted, it is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person (as defined in Public Contract Code Section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person that engages in investment activities in Iran as described in subdivision (b) of Public Contract Code Section 2202.5.
- ☐ In accordance with Public Contract Code Section 2204(b), Proposer/Bidder is authorized to submit this bid or proposal pursuant to one of the following (*REQUIRED*: SELECT ONE OF THE FOLLOWING):
 - ☐ FOR USE ONLY BY PROPOSERS/BIDERS GRANTED SPECIFIC PERMISSION BY SBCTA TO SUBMIT A PROPOSAL OR BID: Proposer/Bidder is authorized to submit this proposal or bid pursuant to Section 2203(c) and further certifies all of the following to be true: (1) the investment activities in Iran were made before July 1, 2010; (2) the investment activities in Iran have not been expanded or renewed after July 1, 2010; (3) the appropriate awarding body for SBCTA has determined it to be in the best interest of SBCTA to contract with proposer or bidder; and (4) Proposer/Bidder has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran;
 - ☐ FINANCIAL INSTITUTIONS ONLY: Proposer/Bidder certifies it is authorized to submit this proposal or bid pursuant to Section 2203(d) and further certifies it is a financial institution that extends twenty million (\$20,000,000) or more in credit to another person for 45 days or more and the person using the credit to provide goods or services in the energy section of Iran is a person permitted to submit a bid or proposal pursuant to Section 2203(c).

Proposer/Bidder acknowledges and understands that making a false certification may subject it to civil penalties, termination of existing contract, and ineligibility to bid or proposed on a contract for a period of three (3) years in accordance with Public Contract Code Section 2205.

PROPOSER OR BIDDER INFORMATION:

Company Name

Address

City

State

Zip Code

Authorized Representative: Name

Title

Authorized Representative: Signature

Date

Phone

Email Address

ALL PROPOSERS:

**ATTACHMENT “E”
REFERENCE FORM**

<ON COMPANY LETTERHEAD>

REFERENCE FORM
(Sample Cover Letter)

Date:

Name of Reference and Title
Address, City, State, Zip Code
Telephone No., Email Address

SUBJECT: Request for Proposal RFP23-1002963

Dear _____,

San Bernardino County Transportation Authority (SBCTA) has released Request for Proposal (RFP) RFP 23-1002963 for Call Box Call Answering Center for Call Box Phone Calls to perform Call Box Call Answering Center Services .

Our firm is currently responding to the RFP and SBCTA has requested that Proposers provide references from customers and clients who have received similar work or services from me or our firm.

Your firm has been identified as a reference and you are respectfully requested to complete and sign the attached questionnaire and submit it to SBCTA directly at nbedrosian@gosbcta.com and cc: procurement@gosbcta.com. Please note, SBCTA will not accept or give consideration to questionnaires submitted by proposers.

The questionnaire is due **no later than** Friday, August 25, 2023 at 2:00 p.m., however, if you can possibly submit the questionnaire sooner it would be greatly appreciated.

The information as described in the questionnaire is very important and helpful in assisting our firm with SBCTA's selection process and sincerely appreciates your cooperation in this matter.

Sincerely,

Reference Name
Title



RFP 23-1002963
CONSULTANT REFERENCE CHECK
PROPOSING FIRM/PROJECT MANAGER
NAME _____

BELOW TO BE COMPLETED BY REFERENCE AGENCY/FIRM:

REFERENCE Project Owner/Agency Name

Address

City

State

Zip Code

Contact Name

Contact Title

Phone

Email Address

What role did the firm/key person serve on the project?

What services did the firm/key person provide for the project?

Ratings:	3 - Excellent	2 - Good	1 - Satisfactory	0 - Poor
-----------------	----------------------	-----------------	-------------------------	-----------------

(N/A IF NOT APPLICABLE - PROVIDE AN EXPLANATION IN THE COMMENTS SECTION)

Question	Rating Definition		Rating
1. How do you rate the firm's/key personnel's overall performance and technical competence in providing similar work? If the rating is Poor, please provide an explanation here:	Excellent (3)	Took initiative, consistently demonstrated knowledge of the management consulting services on the "Project", consistently anticipated and solved issues.	
	Good (2)	Demonstrated knowledge of Project, solved unexpected issues promptly, few mistakes.	
	Satisfactory (1)	Demonstrated knowledge of the Project, occasional unanticipated issues arose, some mistakes.	
	Poor (0)	Knowledge of the Project was lacking, issues remained unresolved, frequent mistakes.	
2. What was the quality of the advice provided by the firm/key person? If the rating is Poor, please provide an explanation here:	Excellent (3)	Consistently provided thorough and practical advice, anticipated issues we did not point out.	
	Good (2)	Rarely had to redirect the firm/key person and advice provided was valuable and responsive.	
	Satisfactory (1)	Usually provided helpful information and advice.	
	Poor (0)	Repeatedly had to be redirected and prompted to provide an adequate response.	

Question	Rating Definition		Rating
<p>3. How was the firm's/key person's independence projected and communicated with the Agency?</p> <p>If the rating is Poor, please provide an explanation here:</p>	Excellent (3)	Discussed methodology/proposed changes of Agency and provided adequate research results to support their position and stood firm on their decision. Always answered/returned calls and correspondence or provided updates promptly.	
	Good (2)	Discussed methodology/proposed changes of Agency and provided adequate research results to support their position, but did not always stand firm on their decision. Answered/returned calls and correspondence or provided updates promptly and most of the time.	
	Satisfactory (1)	Discussed methodology/proposed changes of Agency, but did not provide adequate research results to support their position and did not always stand firm on their decision. Answered/returned calls and correspondence or provided updates, but not always promptly.	
	Poor (0)	Discussed methodology/proposed changes of Agency but did not research or provide support even if they did not agree with changes/methodology; did not stand firm on their decision/frequently sided with Agency. Did not answer/return calls or correspondence or provide updates.	
<p>4. How do you rate the firm's/individual's knowledge with proposed work?</p> <p>If the rating is Poor, please provide an explanation here:</p>	Excellent (3)	Exceeded most expectations (knowledge of project requirements always apparent.).	
	Good (2)	Exceeded some expectations (knowledge of project requirements frequently apparent.).	
	Satisfactory (1)	Met expectations (knowledge of project requirement at times, but further research required).	
	Poor (0)	Failed to meet expectations (knowledge of project requirements lacking).	
<p>5. How do you rate the firm's/key person's experience?</p> <p>If the rating is Poor, please provide an explanation here:</p>	Excellent (3)	Exceeded most expectations (always negotiated, resolved and processed change orders in a timely manner).	
	Good (2)	Exceeded some expectations (always negotiated, resolved and processed change orders and most of the time).	
	Satisfactory (1)	Met expectations (negotiated, resolved and processed change orders, but not always promptly).	

Question	Rating Definition		Rating
	Poor (0)	Failed to meet expectations (negotiated, resolved and processed change orders, but consistently late).	
Question	Rating Definition		Rating
6. Were the required Services completed on time and to your satisfaction? If the rating is Poor, please provide an explanation here:	Excellent (3)	Always on time or ahead of schedule.	
	Good (2)	On time.	
	Satisfactory (1)	Occasionally late.	
	Poor (0)	Consistently late.	
7. Did the firm/key person's stay within budget? If the rating is Poor, please provide an explanation here:	Excellent (3)	Always within budget.	
	Good (2)	Most often within budget.	
	Satisfactory (1)	Somewhat within budget.	
	Poor (0)	Consistently over budget.	
8. How do you rate the firm's/ key person's task management and scheduling abilities? If the rating is Poor, please provide an explanation here:	Excellent (3)	Exceeded most expectations.	
	Good (2)	Exceeded some expectations.	
	Satisfactory (1)	Met expectations.	
	Poor (0)	Failed to meet expectations.	

Additional Comments (Use additional sheets as necessary):

Print Contact Name	Title
Contact Signature	Date

Please Submit to:
San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Fl., San Bernardino, CA 92410
Phone: (909) 884-8276 - Email: nbedrosian@gosbcta.com