



REQUEST FOR PROPOSALS

Smart Corridor Field Device Maintenance Services

Date Released: Wednesday, June 22, 2022

City/County Association of Governments of San Mateo County
555 County Center, 5th Floor, Redwood City, CA 94063

Closing Date/Time for Requests for Clarifications:
Tuesday, July 5, 2022, 5:00 P.M.

Proposals are due prior to 12:00 P.M., Wednesday, July 13, 2022

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I. INTRODUCTION

The City/County Association of Governments of San Mateo County (C/CAG), a Joint Powers Agency comprised of each of the 20 cities and the County in San Mateo County, invites your firm to submit a proposal for the ongoing maintenance of the San Mateo County Smart Corridor field devices. A detailed Scope of Work is included as Attachment A of this RFP.

C/CAG, in cooperation with Caltrans District 4 and the cities of San Bruno, Millbrae, Burlingame, San Mateo, Belmont, San Carlos, Redwood City, Atherton, Menlo Park, and East Palo Alto, has implemented a countywide traffic management system, the San Mateo Smart Corridor Program. The Cities of South San Francisco, Brisbane, and Daly City, along with the Town of Colma are expected to be a part of the Smart Corridor program in the next two years. The Smart Corridor Program includes Alternate Routes Plans along several key arterial corridors in San Mateo that parallel US 101 and State Route 280. The project implements Intelligent Transportation System (ITS) equipment to provide local cities and Caltrans with day-to-day traffic management capabilities in addressing recurring traffic congestion as well as provide Caltrans capabilities for managing the system during non-recurring traffic congestion cause by spill-over traffic due to major incidents on the freeway.

The proposals submitted in response to this Request for Proposal (RFP) will be used as a basis for selecting the Contractor for this project. The Contractor's proposal will be evaluated and ranked according to the criteria provided in Section VI, Proposal Evaluation, of this RFP.

The RFP documents for this project are available for download on the C/CAG website at <https://ccag.ca.gov/opportunities/rfprfqqs/>. Proposers are responsible for checking the website for any Addenda to this RFP. Responses should be submitted in accordance with the instructions set forth in the RFP.

Interested firms must submit their Proposal by **12:00 P.M., Wednesday, July 13, 2022**, in accordance with the instructions contained in the RFP. Other key RFP dates are listed on the next page under "Tentative Schedule for Review Process".

C/CAG Point of Contact:
Audrey Shiramizu (she/her)
555 County Center, 5th Floor
Redwood City, CA 94063
Phone: 650-363-1996
E-mail: ashiramizu@smcgov.org

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Contractor. The receipt of proposal will be timestamped based on the time shown on the Program Manager's computer. C/CAG is not responsible for submissions delayed for any reason.

Tentative Schedule for Review Process

Date	Description
Wednesday, June 22, 2022	Issue RFP
Tuesday, July 5, 2022 at 5:00 P.M.	Closing Date/Time for Requests for Clarifications
Friday, July 8, 2022 at 5:00 P.M.	Deadline for objections to RFP provisions
Wednesday, July 13, 2022 at 12:00 P.M.	Response to RFP Due
Friday, August 5, 2022	Interviews may be held (if necessary)
Thursday, September 8, 2022	C/CAG Board approval
Week of September 12, 2022	Notice to Proceed and Project Kick-off
December 2026	Project completion

Any questions related to this RFP shall be submitted in writing to the attention of Audrey Shiramizu via email at ashiramizu@smcgov.org. Questions shall be submitted before 5:00 PM on Tuesday, July 5, 2022.

Period of Performance and Budget

Funding for the Smart Corridor field device maintenance services will be provided by C/CAG's Congestion Relief Program and Measure M program. C/CAG has budgeted approximately one million and five hundred thousand dollars (\$1,500,000) for this effort. C/CAG expects the work to commence on or about September 12, 2022, and to be completed no later than December 31, 2026.

II. PROJECT DESCRIPTION AND BACKGROUND

C/CAG, in cooperation with Caltrans District 4 and the cities of San Bruno, Millbrae, Burlingame, San Mateo, Belmont, San Carlos, Redwood City, Atherton, Menlo Park, and East Palo Alto, has implemented a countywide traffic management system, the San Mateo Smart Corridor Program. The Cities of South San Francisco, Brisbane, and Daly City, along with the Town of Colma are expected to be a part of the Smart Corridor program in the next two years. Smart Corridor empowers and enables Caltrans, the County, and the Cities to manage traffic during non-recurring traffic congestion on US-101 and State Route 280 that force freeway traffic on to the local arterials. Smart Corridor implements Intelligent Transportation System (ITS) equipment including directional signs, CCTV cameras, Arterial Dynamic Message Signs, Vehicle Detector Stations, and C2C, (center-to-center) communications during these incidents and events, allowing the stakeholders to proactively manage traffic by directing traffic through arterial streets, and bringing them back to the freeway, past and beyond the incident area.

C/CAG seeks to retain an on-call ITS field device maintenance support contractor (Contractor) for the San Mateo County Smart Corridor. Maintenance services include routine and preventative services, in addition to repairs, to maintain equipment operability and keep the devices in a state of good repair. The contractor will also be tasked to replace and restore non-operable equipment and devices for the ITS network and infrastructure located within the cities'

right-of-way.

III. MINIMUM QUALIFICATIONS OF PERSONNEL

Proposals must demonstrate that the firm or team submitting the proposal (“Proposer”) meets the following Minimum Qualifications to be eligible for consideration for this project.

1. Prime Contractor must have five (5) years of relevant experience managing Intelligent Transportation Systems (ITS) Maintenance Services for either governmental clients such as state, national, or international government or large private clients where comparable services have been provided.
2. Either prime Contractor or subcontractor must have five (5) years of experience in configuring, calibrating, and maintaining ITS devices.
3. Either prime Contractor or subcontractor must have five (5) years of experience in performing construction work related to the repair and restoration of electrical systems. This experience shall include, but not be limited to, installing conduits, pull boxes, poles, electronic signs, electronic sign controllers, controller and service cabinets, and pulling wires and cables.
4. Prime Contractor’s Project Manager (PM) shall have five (5) years of experience in managing ITS device maintenance projects.
5. Prime Contractor shall have a Class-A or a C-10 license.
6. Each electrician on the prime Contractor or subcontractor’s team shall be certified by the State of California and have four years of relevant experience.
7. Prime Contractor or its traffic control subcontractor shall have a C-31 license.

IV. PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held at on Thursday, June 30, 2022. Proposers may appear via Zoom at the following meeting information:

When: at 9:00 AM on Thursday, June 30, 2022 (Pacific Time (US and Canada)).

Join on Zoom:

<https://us02web.zoom.us/j/83627404152?pwd=00EeXJdjnP-b84PvklWl13Ie9m3hvD.1>

Meeting ID: 836 2740 4152

Passcode: 216978

Join by phone: (669) 900-6833

The Zoom link is also posted at C/CAG’s website:

<https://ccag.ca.gov/opportunities/rfpsrfqs/>

The conference will not be recorded.

If a Proposer knows they will be unable to join via computer and wishes to participate by phone, please contact Audrey Shiramizu by email: ashiramizu@smcgov.org for meeting credentials.

Individuals appearing by telephone are required to send the following information, prior to the meeting:

1. First and Last Name;
2. Job Title;
3. Firm Name;
4. Email;
5. Phone number;
6. A brief list of firm services; and
7. Whether the firm is interested as a prime or sub.

Any addenda will be posted on C/CAG's website at <https://ccag.ca.gov/opportunities/rfprfqqs/>. All Proposers are responsible for checking the website for any addenda to the bid documents. Any requests for clarification of or exceptions to RFP requirements must be received by C/CAG no later than Tuesday, July 5, 2022, 5:00 P.M. to guarantee a response or consideration. Responses will be provided in Questions and Answers Documents or Addenda as soon as possible. C/CAG reserves the right to reject any proposals that contains unauthorized conditions or exceptions.

V. PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of proposals by all Contractors. The intent of these guidelines is to assist Contractors in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Submittal Requirements

Contractors must submit one (1) electronic copy of the proposal. Each page shall be 8.5" x 11" or 11" x 17". Each page shall be sequentially numbered and a table of contents shall be provided. Each submittal shall be no more than 20 bound pages, excluding cover letter, title page, table of contents, resumes of key staff members, relevant experience and references.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Contractor. To be considered, however, the modified Proposal must be received prior to 12:00 P.M., Wednesday, July 13, 2022.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Contractor will be considered nonresponsive and rejected.

General Conditions

- This RFP does not commit C/CAG to award a contract or to pay any costs incurred by any Proposer in the preparation of a proposal in response to this RFP.
- Only one proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.
- C/CAG reserves the right to accept or reject all proposals submitted, waive minor

irregularities, request additional information, or revisions to offers, and negotiate with any or all Proposers.

- This RFP does not commit C/CAG to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. C/CAG reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Contractor, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of C/CAG to do so. Furthermore, a contract award may not be made based solely on price.
- The prospective Contractor is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by C/CAG, after the protest period.
- If the selected Proposer fails to enter into a contract with C/CAG in a timely manner as determined by C/CAG, C/CAG reserves the right to reject the proposal and enter into a contract with the next highest scoring Proposer.
- The work shall comply with the requirements of all federal, state and local laws without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference.
- The Contractor shall comply with all insurance requirements of C/CAG, included in the sample agreement in Attachment C, Sample Agreement Template.

Each submittal must include the following information:

1) Introductory Letter

Provide a letter describing the Contractor's interest and commitment to the proposed project. The introductory (or transmittal) letter shall be addressed to:

Audrey Shiramizu
City/County Association of Governments of San Mateo County (C/CAG)
555 County Center, 5th Floor
Redwood City, CA 94063

The letter shall be on Contractor letterhead and include the name, title, address, phone number, and email address of the individual whom correspondence and other contacts should be directed during the selection process. The letter will address the Contractor's understanding of the services being requested and any other pertinent information the Contractor believes should be included. The letter must be signed by an official authorized to solicit business and enter into contracts for the firm. Indicate whether there are any conflicts of interest, actual or apparent, that would limit the Proposer's ability to provide the requested services and describe the plan for mitigating such conflicts. Acknowledge the receipt of this RFP and any Addendum to the RFP. Indicate that the proposal is a firm offer to enter into a contract to perform work related to this RFP for a period of 120 days from the due date for proposals.

2) Title Page

Proposals must include a title page that includes the RFP subject, the name of the Proposer's company/organization, local address, telephone number, name of contact person,

contact person's email address, and the date.

3) Table of Contents

Proposals must include a table of contents that includes a clear identification of the material by section and page number.

4) Overview /Executive Summary including Organization's Approach

Provide a summary of the qualifications and benefits of selecting the company/organization to perform requested services. This section should clearly convey the Proposer's understanding of the project scope, the general approach to be taken, and identify any specific considerations. It should include, but not be limited to, the following:

- a) A discussion of the project's purpose;
- b) A summary of proposed approach:
- c) The assumptions made in selecting the approach.

5) Work Plan/Scope of Work Statement

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

- a) Discuss how the Contractor will conduct the identified task, identify deliverables, and propose a schedule. The proposal should discuss the tasks in sufficient detail to demonstrate a clear understanding of the project and component tasks. The proposal may include additional tasks or sub-tasks the Proposer believes necessary to accomplish the project goals. The schedule should show the expected sequence of tasks, subtasks and milestones.
- b) Provide a staffing plan for each task. Provide an organizational chart that shows roles and responsibilities of key personnel and reporting structure, including reporting and communication relationships between C/CAG, Contractor staff, and subcontractors, if any. The submittal shall designate a project manager who will provide a single point of contact for the management and coordination of all aspects of the work. The project manager shall be responsible for coordinating and tracking all deliverables, communication with the C/CAG program manager, and reporting of results. Identify the task leads and backup individuals. All staff shall be clearly identified with their roles defined as well as their proposed work location.
- c) Describe approach to managing resources and maintaining quality results. Include a description of the role of any subcontractors, their specific responsibilities, and how their work will be supervised to maintain quality results.
- d) Identify and explain any problem areas and/or potential obstacles (such as maintaining schedule, budget overruns, feasibility, etc.) to successful completion of the Scope of Work. Discuss methods, formal and informal, that you will use to track and resolve these

problems/obstacles during the project.

6) Schedule of Work

Using a Gantt chart, provide a detailed schedule for all phases of the project and the proposing Contractor's services. The schedule shall meet the anticipated project kick-off during the week of September 12, 2022 and the project completion date of December 31, 2026.

7) Cost Proposal

Proposer shall provide a detailed cost proposal for the project. The cost proposal should include, but is not limited to, a rate schedule, personnel names, classifications, labor hourly rates, overhead rates, and any other costs to perform each of the tasks listed in the Scope of Work. A total cost shall then be summarized and presented. Attachment B is a Cost Matrix Template for the contractor to use. Rates shall include all direct and indirect costs. Fully loaded hourly rate means an hourly rate that includes all applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, and ordinary materials and supplies. Rates indicated shall be firm for the initial contract term and any annual rate escalation shall not exceed 3%. C/CAG reserves the right to negotiate with or to decline to enter into contracts with a Proposer's whose rates are unreasonable at C/CAG's sole discretion.

8) Consultant Information, Qualifications & Experience

a) Identify the qualifications of staff assigned to perform the work, whose expertise or experience addresses each of the specified needs. Identify the personnel, including subcontractor personnel.

i) In an appendix, provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Contractor. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

b) Contractors shall demonstrate that they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

- Contracting agency
- Contracting agency Project Manager
- Contracting agency contact information
- Contract amount
- Date of contract
- Date of completion
- Consultant Project Manager and contact information
- Project Objective
- Project Description
- Project Outcome

- c) Provide a summary of all contracts your firm (including subcontractors) has held with C/CAG in the past three years, including a brief description of the scope of work, the contract amount, and date of execution. Performance on any C/CAG contract within the past three years may be considered as reference information or when past performance is included as an evaluation factor as noted in proposal evaluation.
- d) Provide a list of references (including references for subcontractors) and their contact information.

9) Conflict of Interest Requirements

- a) The proposing Contractor shall disclose any financial, business or other relationship with the C/CAG that may have an impact upon the outcome of the contract. The Contractor shall also list current clients who may have a financial interest in the outcome of this contract.
- b) The Contractor shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.
- c) If a Contractor discovers a conflict during the execution of an assigned task, the Contractor must immediately notify the C/CAG Project Manager regarding the conflicts of interest. The C/CAG Project Manager may terminate the Task Order involving the conflict of interest and C/CAG may obtain the conflicted services in any way allowed by law. Failure by the Contractor to notify C/CAG Project Manager may be grounds for termination of the contract for default pursuant to Attachment C, Sample Agreement Template, Section 6, Contract Term/Termination.

10) Litigation

Indicate if the proposing Contractor was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

11) Contract Agreement

- a) Indicate if the proposing Contractor has any issues or needed changes to the proposed contract agreement included as Attachment C, Sample Agreement Template.
- b) The Contractor shall provide a brief statement affirming that the proposal terms shall remain in effect for one-hundred twenty (120) days following the date proposal submittals are due.

12) Insurance Provisions

Submit a signed acknowledgement, for Proposer only, that the Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in Attachment C, Sample Agreement Template, Section 8, Insurance, within ten (10) days of C/CAG's notice to firm that it is the successful Proposer.

13) Taxpayer Identification Number and Certification

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

VI. PROPOSAL EVALUATION

A. Evaluation Process

All proposals will be evaluated by a C/CAG Selection Committee (Committee). The Committee may be composed of C/CAG staff and other parties that may have expertise or experience in the services described herein. An initial assessment will be made to ensure that the submittal is compliant with the RFP requirements and contains the required forms and information. An incomplete submittal will be disqualified at the option of C/CAG. The Committee will then assess the quality of each submittal based on the evaluation criteria below, and will rank the proposers. All contacts during the evaluation phase shall be through the C/CAG Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The selection process may include oral interviews. If oral interviews are necessary, the contractor will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted. The evaluation criteria for the oral interviews are included below.

B. Evaluation Criteria

Proposals will be evaluated according to each evaluation criteria, and scored on a zero to five point rating. The scores for all the evaluation criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

		Rating Scale
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in

	achieving all objectives and meeting RFP specification.
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The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Approach	25
2	Expertise and Experience	30
3	Past Performance	20
4	Cost Effectiveness	15
5	Conflict of Interest Statement	Pass/Fail
	Subtotal:	90

No.	Interview Evaluation Criteria	Weight
6	Presentation by team	5
7	Q&A Response to panel questions	5
	Subtotal:	10
	Total:	100

1. Approach (25 points)

- Project and Management Approach
 - Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
 - Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- Scope of Work
 - Proposed scope of services is appropriate for all phases of the work.
 - Approach to carry out the tasks listed in Attachment A Scope of Work, including thoroughness and quality of the response to the scope, understanding of the purpose and requirements of the project, proposed work plan and schedule, and dealing with project challenges or obstacles.
 - Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- Schedule of Work
 - Schedule shows completion of the work within or preferably prior to the C/CAG overall time limits as specified in Section 6 of the proposal. The schedule serves as a project timeline
 - The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFP.

2. Expertise and Experience (30 points)

- Relative experience, specific qualifications, and technical expertise of the firm and subcontractors to conduct services
- Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward
- Roles and Organization of Proposed Team
 - Proposes adequate and appropriate disciplines of project team.
 - Some or all of team members have previously worked together on similar project(s).
 - Overall organization of the team is relevant to C/CAG's needs.
- Roles of Key Individuals on the Team
 - Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 - Key positions required to execute the project team's responsibilities are appropriately staffed.
- Working Relationship with C/CAG
 - Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - Team leadership understands the nature of public sector work and its decision-making process.

3. Past Performance (20 points)

- Past Performance demonstrating a commitment to quality, client satisfaction, cooperative working relationships, and timely completion of work within budget
- Past performance will also be assessed based on client/project references and any additional past work experience with the partner agencies.

4. Cost Effectiveness (15 points)

- Cost Control and Budgeting Methodology
 - Proposer has a system or process for managing cost and budget.
 - Evidence of successful budget management for a similar project.
- Proposal clearly defines cost in spreadsheet format.
- Reasonableness of hourly rates and cost of deliverables;
- Allocation of resources for each tasks and activities.

5. Conflict of Interest Statement (Pass/Fail)

- Discloses any financial, business or other relationship with the C/CAG that may have an impact upon the outcome of the contract.
- Lists current clients who may have a financial interest in the outcome of this contract.

6. Presentation by Team (5 points) (only if oral interviews are necessary)

- Team presentation conveying project understanding, communication skills, critical issues and solutions.

7. Q&A Response to Panel Questions (5 points) (only if oral interviews are necessary)

- Proposer provides responses to various interview panel questions.

Weighted scores for each proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Approach		25	
2	Expertise and Experience		30	
3	Past Performance		20	
4	Cost Effectiveness		15	
5	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
8	Presentation by Team		5	
9	Q&A Response to Panel Questions		5	
	Total:		100	/500

C. Request for Best and Final Offer

Following discussions, if held, Proposers on the “short list” will be given the opportunity to revise their written proposals to address the concerns raised during discussions through issuance by C/CAG of a Request for Best and Final Offer (BAFO). Following receipt of the BAFOs, the evaluation panel will evaluate the BAFOs against the evaluation criteria.

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

C/CAG reserves the right to consider contractor performance based on comments from submitted references. Experience and ability to perform work is a significant consideration. C/CAG may consider any other criteria it deems relevant, and the Selection Committee is free to make any recommendations it deems to be in the best interest of C/CAG. C/CAG reserves the right to reject all submittals, and not enter into any contract for the services described in the RFP. C/CAG also reserves the right to accept other than the submittals with the lowest costs and to negotiate with proposers on a fair and equal basis when the best interests of C/CAG are served by doing so. C/CAG is not liable for any costs incurred by a company before entering into a formal contract. Costs of developing the submittal or any other such expenses incurred by a company in responding to the RFP, are entirely the responsibility of the company, and shall not be reimbursed in any manner by C/CAG.

To withdraw a proposal, a company must submit a written request to C/CAG. After withdrawing a previously submitted proposal, a company may submit another proposal at any time up to the deadline for submitting proposals. C/CAG shall not accept any amendments, revisions, or alterations to proposals after the submittal deadline.

D. Recommendation for Contract Award

The panel will recommend the selected Proposer to the C/CAG Executive Director, based on their evaluation of the written proposals and/or oral interviews or discussions or BAFOs and oral interviews or discussions (if held). The Executive Director will review the recommendation and, if he agrees, staff will forward the recommendation to the C/CAG Board of Directors which authorizes award.

E. Selection Disputes

A Proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Proposer on the grounds that C/CAG procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

1. No later than 5:00 p.m. on the third business day prior to the date Responses to RFP are due, for objections to RFP provisions; or
2. No later than 5:00 p.m. on the third business day after the date the firm is notified that it did not meet the minimum qualifications or was found to be non-responsive; or
3. No later than 5:00 p.m. on the third business day after the date on which the firm is notified that it was not selected, or if applicable the date the appropriate committee authorizes award, whichever is later, for objections to Proposer selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the C/CAG Board of Directors authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for C/CAG staff to recommend a resolution to the C/CAG Executive Director.

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

Authorization to award an agreement to a particular Proposer by C/CAG shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the C/CAG Executive Director or, if the decision of the C/CAG Executive Director is appealed, the issuance of the C/CAG Board of Directors' decision.

F. Public Records

This RFP and any material submitted in response to this RFP are subject to public inspection under the California Public Records Act (Government Code §6250 *et seq.*), unless exempt by law. Other than proprietary information or other information exempt from disclosure by law, the content of proposals submitted to C/CAG will be made available for inspection consistent with its policy regarding Public Records Act requests.

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

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

Failure to include this notice with relevant page numbers shall render any “confidential/proprietary” markings inadequate. Individual pages shall accordingly not be treated confidentially. By submitting a proposal with portions marked as confidential or proprietary, a Proposer represents it has a good faith belief that such portions are exempt from disclosure under the California Public Records Act. Any language purporting to render the entire proposal confidential or proprietary will be regarded as ineffective and will be disregarded. In addition, the Proposer may not designate any required proposal forms or the cost proposal as confidential. Consequently, any language purporting to render any proposal forms or the cost proposal as confidential or proprietary will be regarded as ineffective and will be disregarded.

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

Proposer agrees that C/CAG's sole involvement in any litigation resulting from C/CAG's withholding of records shall be to retain the records until otherwise ordered by a court.

If the Proposer does not follow all of the requirements in this section for withholding proprietary information as exempt from disclosure under the California Public Records Act, C/CAG shall have no obligation to withhold the information from disclosure, and the Proposer shall not have a right to make a claim or maintain any legal action against C/CAG or its Board Members, committee members, employees or agents in connection with such disclosure.

G. Key Personnel

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

ATTACHMENT A SCOPE OF WORK

C/CAG Expectations

The City/County Association of Governments of San Mateo County (C/CAG) is seeking a Contractor to provide ongoing maintenance of the Smart Corridor ITS field devices and network. Maintenance services include routine and corrective services/repairs necessary to maintain equipment operability, and replacing and restoring non-operable equipment and devices for the ITS network and infrastructure located within the cities' right-of-way. The Contractor shall furnish all labor, travel, materials, supplies, parts, equipment, warning signs and other safety devices, and all other things necessary or proper for, or incidental to, such maintenance.

The Contractor and their subcontractors shall have and maintain, uninterrupted, all necessary licenses and certifications throughout the term of the Contract including the base period and any exercised optional periods. Certain work issued by task order may require additional license or certification. If an additional license or certification is needed for Task Order work, it will be identified in the Task Order. For work on task orders with a scope not covered by subcontractors listed in its proposal, Prime contractor may bring on additional subcontractors with appropriate licenses.

Tasks and Activities

Contractor shall provide project management throughout the life cycle of the project, including leading the tasks listed below and providing all project management activities to support each of the tasks.

Task 1: Project Management

1.1 Development of Project Management Plan (PMP)

Within thirty (30) days of the contract execution, the Contractor shall prepare a Project Management Plan (PMP) and deliver to C/CAG. All comments must be addressed to the satisfaction of the C/CAG Project Manager prior to completion of the document and the payment of the relevant invoice item. Contractor shall make updates to the PMP, as deemed necessary by the C/CAG Project Manager. The PMP shall include, at a minimum, the following components:

- 1.1.1 **Project Management and Contract Administration:** Contractor shall provide reporting procedures to C/CAG Project Manager to ensure approval of proposed work, services and products. This shall also include a final scope of work, approved work breakdown structure and schedule, final contract pricing, project management responsibilities for the Contractor and C/CAG project managers, etc. Additionally, the contract administration component shall document requirements for approvals, scope modifications including task orders and optional work, invoicing, acceptance of work, etc.

- 1.1.2 **Staffing Plan and Training:** Contractor shall have designated and appropriate staff throughout the life of the contract. The PMP must include staffing levels, an organizational chart depicting responsibilities and project roles, availability and project reporting structure. The Contractor shall ensure that any employee replacement meets or exceeds the qualifications set forth in the plan.

The Contractor shall also provide a regular ongoing training program to maintain the appropriate level of staff knowledge, skills, and abilities to complete the tasks in the Scope of Work. The required knowledge to maintain this equipment shall be distributed among the staff such that at least two persons will have the ability to maintain any devices.

At a minimum, maintenance staff shall be trained in the following areas:

- Corrective maintenance procedures (troubleshooting, diagnostics, repair and testing)
- Spare parts, parts lists, spare equipment provisioning and relocation to warehouse
- Use of maintenance documentation
- Maintenance facilities including equipment and use of maintenance tools
- Preventive maintenance schedules
- Response times and repair times
- Maintenance forms and maintenance reports

- 1.1.3 **Inventory Control Procedures:** The procedures shall define how the Contractor plans to track, at a minimum, information about each supplier, parts and component usage of different devices, and consumables. This plan shall document the processes and systems utilized in management of project inventory, including spares provided by the State and materials purchased by the Contractor for the project. Spares provided by the State include equipment related to power and communications connections, from service point to cabinet. The plan shall also address receiving, asset tagging, tracking, security, approvals, and documentation.

- 1.1.4 **Maintenance Plan:** Contractor shall develop a comprehensive routine maintenance plan that includes scheduling tasks. Contractor shall produce a three-month look ahead, the list of scheduled maintenance inspections or repairs it shall perform. The Maintenance Plan shall also address, but shall not be limited to, the following topics:
- Maintenance (Routine and Corrective)
 - Routine maintenance checklists and documentation
 - Asset tracking and data inventory
 - Communication (Reports, Status Meetings, Tracking of outstanding issues)
 - USA 811 Calls Procedures
 - Lane Closure Procedures*
 - Traffic Safety*
 - Pedestrian Safety**
 - Any changes to the Scope of Work, shall be added, along with its appropriate maintenance activities.

* Traffic control plan shall conform to the requirements set forth in the current California Manual on Uniform Traffic Control Devices (MUTCD), prepared under the supervision of and endorsed by licensed traffic engineer or civil engineer registered in the State of California as required by all local and state jurisdictions.

** Pedestrian Safety shall comply with local city jurisdictions.

1.1.5 **Risk Management Plan**: Contractor shall develop a process for foreseeing potential project risks, estimating their impacts, and defining steps to respond to issues. Contractor shall prepare a project issues tracking matrix/database using a web-based issue tracking tool that documents key project developments, current issues and action items, and their status. The tracking matrix will be maintained so that C/CAG always has electronic access and read-write capabilities to the most current version. Contractor will coordinate timely updates of the matrix by all project team members.

1.1.6 **Asset Management Database**: Contractor shall establish or provide access to a database of spare equipment and their statuses for major assets (e.g. CCTV cameras). The Contractor should continue identifying all spare equipment on vehicles and in warehouses, making swapped equipment easy to track and identify. If an asset database is not previously available, once the database is set up, C/CAG should have access to view the asset information in real-time.

The database does not need to be set up when the PMP is submitted, but the PMP should detail the process to establishing the database.

1.1.7 **Safety Procedures**: Contractor shall describe the process, rules, and regulations that their staff shall follow. This may include but is not limited to:

- Safety training to all employee staff in compliance with the current California Division of Occupational Safety and Health (Cal/OSHA), Chapter 8 of the Caltrans Safety Manual, and the Caltrans Code of Safety Operating Practices
- Listing responsibilities for damages
- Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in the current California Manual on Uniform Traffic Control Devices (MUTCD), published by Caltrans.
- Signs or other protective devices furnished and erected by Contractor at its expense, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area signs and traffic control devices. Signs furnished and erected by Contractor at its expense shall be approved by C/CAG as to size, wording and location.

1.1.8 **Project Coordination**: Contractor shall describe the approach to coordination with project stakeholders. This may include, but is not limited to:

- Cooperating to the fullest extent with other contractors, existing and/or previous maintenance providers and system integrators, third-party service providers, city stakeholders, Caltrans, and C/CAG to ensure that services do not conflict with or cause any interruption in capability, service, or safety issues to the traveling public, customers, C/CAG, or existing operations.

- Cooperating with external parties, as directed by C/CAG, to support any activity related to maintenance.
- Providing the appropriate number of knowledgeable, well-trained dedicated staff, proper management, and effective coordination with C/CAG and partner agencies, timely response to reported problems, and proactive testing with adequate documentation of service requests and work orders.
- Furnishing all labor, travel, materials, supplies, parts, equipment, warning signs and other safety devices, and all other things necessary or proper for, or incidental to, such maintenance. Contractor and its Subcontractors shall have and maintain, uninterrupted, all necessary licenses and certifications throughout the term of the Contract including the base period and any exercised optional periods.
- Ensuring that the C/CAG Project Manager and/or approved C/CAG representative shall be copied on or apprised of all communications with third parties regarding the project.
- All written communication with C/CAG or other parties shall be via e-mail (or duplicated in email). Documents attached to e-mail shall use Microsoft Office products such as Word, Excel or Power Point. Schedules may be readable using Microsoft Project or as a PDF. Contractor shall coordinate with partner agencies regarding ongoing construction projects which may impact the project.
- Immediately notifying and cooperating with C/CAG regarding any complaints or issues that come to the Contractor's attention during the project.

1.1.9 **Quality Management Plan:** Contractor shall develop a comprehensive, well-defined, written set of procedures and activities aimed at delivering products and services that meet or exceed C/CAG's expectations. The plan should ensure the establishment of a specific set of processes that ensure compliance, accuracy, and quality of service, and to allow C/CAG to fulfill its responsibilities of exercising due diligence in overseeing all areas of the project. The plan should address, but is not limited to:

- Procedures for preparing, verifying, and checking all products/services against the key performance indicators/performance criteria;
- Documenting project quality control records and processes including:
 - inspection and test results;
 - problem reports and corrective actions; and
 - change request documentation
- Identifying a Quality Manager (QM) who shall be responsible for quality oversight and control and the detailed review process for all aspects of the project. The QM shall ensure the methods and procedures contained in the plan are implemented and followed by the Contractor staff;
- A monitoring plan to ensure that performance criteria and are achieved. The Contractor shall furnish electronic access to reports produced from the results of the monitoring in a format acceptable to C/CAG;
- Procedures to ensure all work is performed according to the Plan;
- Procedures to control the handling, storage, shipping, cleaning, and preservation of materials and equipment;
- Procedures to ensure that deviations and conditions adverse to quality are promptly

identified, corrected, have root causes determined, and have further corrective actions taken to prevent repetition;

- Measures to ensure the receipt and issuance of documents meet quality control
- Procedures that will be implemented to ensure all software, hardware, configuration files, and project documentation is tracked, documented, and managed in accordance with industry best practices;
- Quality control of purchased materials;
- Procedures for software code releases for software changes;

1.2 Key Performance Indicators (KPIs)

The Contractor shall prepare and submit a list of key performance indicators (KPIs) that describes the detailed process by which measurement and reporting of each KPI is conducted. The Contractor shall coordinate with C/CAG to finalize the KPIs and prescribe a process for tracking and monitoring performance.

KPIs may include repair response times for labor and per device type, and hours required for repair. See Task 2: Corrective Maintenance, for more information on timing expectations.

1.3 Meetings and Project Status Reporting

The Contractor shall schedule and provide agendas, meeting materials, and notes for bi-weekly meetings with C/CAG staff, who will provide overall project direction. This includes a project kick-off meeting and may include C/CAG Committees and Board Meetings. For all items such as decisions and action items, the notes shall identify the responsible parties for that item. Internal meetings between the Contractor's team members are excluded from this requirement. From Notice to Proceed through contract end, the Contractor shall meet bi-weekly with C/CAG via telephone/video conferencing (or in person as-needed).

Commencing with the first thirty (30) days after issuance of Notice to Proceed, the Contractor shall submit monthly progress reports and invoices for work completed during the prior month. The monthly progress reports shall include the following:

- Progress for the prior month for all project activities, submittals, and deliverables;
- Progress report reporting period and percentage complete;
- Summary of completed and/or in progress work items including the location/intersection, work description, hours/quantity, rate, and labor costs;
- Equipment purchases (when applicable), location or ticket number related to the purchase.

1.4 Permits

Contractor shall be responsible for obtaining all rights of entry, encroachment permits and other licenses or permits required by partner agencies to perform the work hereunder at the cost of Contractor. All costs associated with permits are the Contractor's responsibility.

1.5 Third Party Contracts and Warranties

Agreements between C/CAG, partner agencies, and original equipment suppliers and others may exist to maintain equipment. Additionally, various pieces of equipment may be under manufacturer's warranty. C/CAG and partner agencies will notify Contractor of any existing warranties at time of contract execution.

Contractor shall utilize these resources and warranties in support of all maintenance activities and shall notify C/CAG and partner agencies of any agreement renewal requirements. In conducting work, Contractor shall not violate the terms of existing warranties. If Contractor voids an existing warranty under the course of their work, Contractor shall reimburse C/CAG for all costs associated with reinstating the warranty.

1.6 Public Convenience

Contractor shall refer to current Caltrans Standard Specifications Section 7-1.03, PUBLIC CONVENIENCE, for provisions relating to the Contractor's responsibilities for the convenience of the public. It is the Contractor's responsibility to provide for the safety of traffic and the convenience of public when working under this contract.

Contractor shall conduct the operations as to offer the least possible obstruction and inconvenience to the public and shall undertake work no greater in length or amount than can be performed properly with due regard to the rights of the public. All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible. All movements of laborers and equipment on or across lanes open to public traffic shall be performed in a manner that will not endanger the safety of public traffic.

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each day's work and at other times when operations are suspended for any reason, Contractor shall remove all equipment and other obstructions from that portion of the roadway leaving it open for use by public traffic.

Any tools, equipment, supplies, or facilities, which Contractor uses to perform the work, shall be removed from State and City right of way at the end of each day except as approved by C/CAG or its designee. No tools, equipment, supplies or facilities shall be installed or placed where they will interfere with the free and safe passage of public traffic.

Should Contractor appear to be neglectful or negligent in furnishing warning devices and taking protective measures as provided, C/CAG or its designee may direct attention to the existence of a hazard, and the necessary warning devices shall be immediately furnished and installed by Contractor, and protective measures shall be taken by the Contractor at its expense. Should C/CAG or its designee point out the inadequacy of warning devices and protective measures, such action on the part of C/CAG or its designee shall not relieve Contractor from its responsibility for public safety or abrogate the obligation to furnish and pay for these devices and

measures.

1.7 Traffic Management and Lane Closures

All traffic control or lane closures shall be done by a licensed Contractor. The Contractor shall comply with current CA- MUTCD, Caltrans Standard Specifications and Caltrans Standard Plans. Lane closures should be pre-determined as part of the Scope of Work and detailed in the PMP.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic.

Whenever vehicles or equipment are parked on the shoulder within 1.8 m (6 ft.) of a traffic lane, the shoulder area shall be closed by Contractor with fluorescent traffic cones or portable delineators in conformance with Caltrans Standard Specifications and Caltrans Standard Plans.

Contractor shall also refer to Caltrans Standard Specifications, Section 7-1.04, PUBLIC SAFETY, for additional public safety information. Whenever work to be performed by the Contractor on the freeway traveled way (except the work of installing, maintaining, and removing traffic control devices) is within 1.8 m (6 ft.) of the adjacent traffic lane, the adjacent traffic lane shall be closed.

Work that requires lane closures shall require Contractor to notify the respective public agency lead or designee seven (7) calendar days prior to commencing work. Time restrictions for lane closures and Closure IDs will be provided by the respective public agency lead or designee. Contractor can close the lane(s)/shoulder(s) only within the approved restriction time window. Specifics will be coordinated or designated by the respective public agency lead or designee. Time between lane closure request and lane closure start time is not counted toward corrective maintenance response time.

1.8 Maintenance Vehicle Identification

All vehicles performing maintenance work shall display the Contractor's logo decals on both sides of the vehicle.

Task 1 Deliverables:

1. Draft Project Management Plan
2. Final Project Management Plan
3. Key Performance Indicators
4. Project Kick-off Meeting
5. Ongoing Project Meetings and Status Reports
6. Materials for C/CAG Committees and Board meetings
7. Monthly Invoices with progress reports

Task 2: Corrective Maintenance

Corrective maintenance shall consist of all unscheduled actions necessary to diagnose and repair malfunctions and failures of ITS devices, due to wire theft/vandalism, knockdowns, communication outage, power outage, etc. Contractor or its designee shall be reachable 24-hours a day, seven days a week including holidays. All corrective maintenance is preceded by establishing an office, ordering spare parts and tools, and creating an inventory database as noted in Task 1.

C/CAG currently uses a shared excel spreadsheet to manage open tickets for the existing system. The tool documents outages and notes responsible parties. Contractor shall manage, check, and update this excel tool frequently to ensure the tickets are addressed.

All work performed by Contractor, including all inspections and repairs, shall be performed to the higher of Caltrans or industry standards. Inspections of Contractor staff work before, during or after repairs shall be photo documented by Contractor and may be performed by C/CAG, public agency leads, or its designees for any work completed for this project. Contractor must notify C/CAG, public agency leads, or its designees whenever a corrective maintenance work order has been completed so that it may be inspected if C/CAG, partner agencies, or their designees choose to do so. If C/CAG, public agency leads, or their designees determine any repair was not satisfactorily completed, Contractor must rework the repair until it passes this inspection.

At C/CAG Project Manager or its designee's discretion, C/CAG may accomplish any major repair outside of this procurement, under separate contract.

Contractor is expected to keep all (100%) of the equipment in its scope of responsibility operational. The Contractor shall produce every month, a list of corrective maintenance repairs performed the month prior.

2.1 Corrective Maintenance Priorities and Response

Corrective maintenance activities shall be provided to repair or restore equipment to normal operating conditions when anticipated problems occur. Hours and response time required, for corrective maintenance tasks assigned, are as follows:

1. **Safety Hazards and Knockdowns:** Upon notification of request, the Contractor shall respond immediately. A safety hazard constitutes circumstances where if not corrected could result in an incident causing severe or permanently disabling injury or death.
2. **Other instances:**
 - a) Upon notification of the request, Contractor shall acknowledge receipt of Service Request within four (4) hours and be on-site within twenty-four (24) hours from notification, unless directed by C/CAG or its designee to a different reporting time.
 - b) If upon initial assessment by Contractor that repair can be made within two hours, Contractor shall proceed with the Service and submit the Service Request to C/CAG Project Manager or its designee for closure. However, if the work appears to be beyond

the two-hour limit, Contractor shall provide an Assessment and Cost Estimate (Estimate) within twenty-four (24) hours of arrival at the site and submit it to the C/CAG Project Manager or its designee for approval.

- c) Upon the approval of the assessment and cost estimate, Contractor shall commence work within twenty-four (24) hours in accordance with the estimate. As soon as Contractor realizes that the repair cannot be completed within the time stipulated, Contractor shall notify and get directions from C/CAG Project Manager or its designee. Should additional parts be needed or additional time granted to complete the repairs, the Service Request will be amended by C/CAG Project Manager or its designee to reflect these changes and work will continue in accordance with the amended Service Request. If the estimate is not approved by C/CAG Project Manager or its designee, Contractor shall modify the Estimate and resubmit such within twenty-four (24) hours for approval.
- d) Billable hours shall commence only upon Contractor arriving at the Designated Work Reporting location or alternate Working Reporting location as directed by C/CAG Project Manager or its designee. The Contractor shall obtain prior written approval from C/CAG Project Manager or its designee on the expenditure of overtime hours.

The table below specifies the priority which shall be given to each type of device and the corresponding repair time requirements.

Device Priority and Response Time Parameters

Device Type	Priority	Acknowledgement Time	Response Time	Repair Time
Trailblazer Sign	1	4 hours	On site: Within 24 hours	5 days
CCTV	2	4 hours	On site: Within 24 hours	7 days
Vehicle Detection	3	4 hours	On site: Within 24 hours	20 days

Acknowledgement Time – This shall be the elapsed time between notification of a Service Request (whether by telephone, email, or trouble ticket management tool) from the C/CAG Project Manager or its designee to the Contractor or Contractor dispatcher and the Contractor’s acknowledgement of the request (whether by telephone or email). Acknowledgments of receipt of Service Requests and site visits shall be documented by Contractor in a maintenance system or by other means approved by the C/CAG Project Manager.

Response Time – This shall be the elapsed time between notification of a Service Request (whether by telephone, email, or trouble ticket management tool) from the C/CAG Project Manager, or its Designee to the Contractor or Contractor dispatcher and the time the Contractor’s technician arrives at the site of the work, excluding weekend and holidays. If the problem is of a type that can be resolved remotely, response time shall be measured as the time from notification until the technician logs into the relevant system, at which time the technician shall notify the designated Agency contact.

Repair Time – This shall be the time required to restore a function to an operational state following the response to a Service Request. Priority 1 and Priority 2 repairs shall be performed on an expedited basis. Contractor shall ensure that technicians are furnished with sufficient tools and spare parts and equipment, or such spare parts and equipment shall be conveniently positioned so repairs are expedited.

The Contractor shall immediately notify the C/CAG Project Manager or its designee if any required response or repair time cannot be met, the reason why, and the anticipated time of response and/or repair. This notification shall not in and of itself relieve the Contractor of his obligations to meet the required response and repair times.

Inclusive Costs

The hourly rate for each classification defined in Attachment B shall include labor, all vehicles, tool/test equipment and incidentals as well as all other overhead costs needed to perform the corrective maintenance tasks.

The Contractor will be reimbursed for the actual cost of materials/supplies purchased to be consumed or installed at the work site in performance of the agreement (including applicable sales tax) without additional allowance for markup. Contractor costs associated the purchase and installation of materials/supplies are considered as a component of the Contractor's hourly rate for services that include wages, overhead, general and administrative expenses and profit. Cost of materials/supplies are to be substantiated by a copy of the appropriately signed original invoice verifying the actual cost and delivery of the material/supplies to the C/CAG Project Manager or its designee.

Billable time does not include any time before the designated report time. Billable time does not include travel time from the Contractor's yard to job site or return. Billable time does not include Contractor administration time which is considered into the Contractor hourly rate in the bid.

All traffic control related costs such as furnishing and installing work area traffic control devices and flagging shall be included in a per hour traffic control cost. Closure hours will be calculated for payment to the nearest tenth of an hour. Traffic control time starts when the first advanced warning sign is in place and stops when the last advanced warning sign is removed from the right of way.

2.2 Failure Reporting and Emergency Communications

Problems with equipment listed under this scope of work may be reported by C/CAG Project Manager or its designee. Reported problems are recorded as "Service Requests" and may indicate a known malfunction or a suspected malfunction. Contractor shall report the issue and initiate a Service Request by phone or email. Contractor shall distribute to C/CAG Project Manager or its designee, a procedure for initiating a Service Request via the various methods.

Contractor shall establish a telephone service available 24-hours a day, 7 days a week, 365 days a year for purposes of placing service calls to technicians. This phone line shall be answered by a dispatcher rather than an electronic answering device. The dispatcher shall ensure that calls are

placed with all necessary relevant information such as date and time of problem, location of problem, contact person, description of problem, etc.

For maintenance calls to which Contractor is responding, trained personnel shall arrive at the premises and respond to the issue within the time period stipulated in the preceding Section. Contractor shall establish a protocol and provide a contact list for the escalation of issues by C/CAG Project Manager or its designee in the event of an unforeseen emergency and/or failure to respond by Contractor. It will be the responsibility of Contractor to keep this protocol and contact list updated (and distributed) at all times.

Task 2 Deliverables:

1. Ongoing use of trouble ticket management tool
2. List of corrective maintenance repairs (monthly)
3. Ongoing corrective maintenance repair assessments and cost estimates

Task 3: Preventative Maintenance

Contractor shall perform routine preventative maintenance tasks to keep each device operational. Contractor shall report to the C/CAG Project Manager or its designee any unusual findings made while performing routine maintenance or make recommendations for corrections to the devices that frequently require routine maintenance.

C/CAG Project Manager may also task the Contractor to collect and enter device data including, but not limited to all parts and components within the device, quantity of a component per device, age and life expectancy.

Scheduled routine maintenance shall consist of, but not be limited to, activities described in Chapters K: Electrical in Caltrans' Maintenance Manual, including Section K.07.1, and all actions necessary to prevent device failures and extend its useful life. The Caltrans Maintenance Manual can be found at: <http://www.dot.ca.gov/hq/maint/manual/maintman.htm>.

Contractor shall provide routine maintenance of the ITS equipment (e.g. trailblazer signs, closed circuit television cameras (CCTVs), vehicle detection equipment) including:

- Annual Cleaning, Calibration, Inspection and Troubleshooting Services
- Coordinate with partner agencies to verify remote testing
- Check and confirm cabinet ID and communication information labeling

In addition to the above Routine Maintenance tasks, Contractor shall be responsible for the following tasks:

1. **Minor repairs:** Contractor shall perform minor repairs, repair work with repair time of less than an hour, to return a device to a fully functional condition. Minor repairs include any activity intended to correct the effects of minor material deterioration by restoring the damaged component. Cost of labor and equipment used for the minor repair is included in the routine maintenance task and Contractor will be reimbursed only for the cost of materials/parts (including applicable sales tax) based on agreed unit prices without

additional markup. Contractor shall have spare parts available during the routine maintenance field visits.

2. **Device and infrastructure upgrades/installations:** Contractor may perform certain upgrades (e.g., newer model), if approved by C/CAG Project Manager or its designee, to meet the performance goals. This type of upgrade shall be performed at Contractor's cost.
3. **811 Safe Digging:** Contractor must coordinate with California 811 to ensure that any digging and installation done by Contractor is marked/painted. Contractor must also coordinate with 811 to ensure any digging done by Contractor does not impact or hit existing utilities or infrastructure. Further, Contractors shall respond to 811 requests submitted by other contractors or third parties. Contractor shall mark/paint existing Smart Corridor infrastructure when needed.

Contractor shall develop a comprehensive preventive maintenance plan and schedule for C/CAG Project Manager review and approval. Contractor shall produce every six (6) months, the list of scheduled maintenance inspections or repairs they shall perform. The maintenance cost for each device per visit shall remain the same should additional devices get added to the project. The device quantity is subject to change, depending on active construction projects in the corridor and other factors.

3.1 Asset Management Database

Contractor shall order, stock, keep a sufficient supply of parts and materials, tools or other equipment as may be necessary to make replacements and repairs to each device. A list of typical parts needed for the contract can be found below:

- Edge switches
- Fiber patch panels
- Display boards
- LED pixels
- LCD display cleaning cloth
- Central control unit
- Circuit board power supplies
- UPS battery

As outlined in the PMP in Task 1, Contractor shall establish a database of spare equipment and their statuses for major assets. Contractor shall establish a procedure for managing spare parts and equipment in a secure manner. Contractor shall also develop a database to capture information on spare parts and provide access to C/CAG Project Manager and its designee. This database shall be updated monthly. Contractor may use an existing inventory management database or system as long as it contains all key information described below.

- A complete inventory of all equipment and controller firmware
- Equipment/software description

- Manufacturer's serial/model number
- Expected Mean Time Between Failures (MTBF)
- Date of retirement if applicable
- Location of equipment/software
- Configuration control process used for software either developed or modified by Contractor
- Software license information, license number, expiration dates and usage restrictions
- Warranty information
- Warranty expiration date
- Vendor contact information, and
- Reporting capabilities.

Additionally, Contractor shall keep records of inventories, determine reorder points, maintain supplier information, and conduct parts acquisition and distribution. Contractor shall establish a secure facility to store spare parts and equipment. Contractor shall manage spare parts and equipment on a "first in, first out" basis to maximize the availability of manufacturer's warranties that commence on delivery. Contractor shall test the initial functionality of all spare parts and equipment and shall return all defective spare parts and equipment to their respective manufacturers for replacement.

C/CAG shall own the spare parts and Contractor shall keep a sufficient inventory of spare parts to allow for the replacement of failed components, and components which in its judgment need replacement. Components that have been repaired, as opposed to replaced, more than three times shall be replaced at the option of C/CAG Project Manager or its designee. Devices that have been repeatedly vandalized may be replaced with static signs at the option of C/CAG Project Manager or its designee.

Spare parts shall be interchangeable with their corresponding part, and equal in quality to original equipment parts. Contractor shall be responsible for the purchase, delivery, comprehensive testing and maintenance of all spare parts. Contractor shall be reimbursed, at cost, for all spares parts including delivery costs and shall submit these costs to C/CAG Project Manager or its designee as part of the monthly invoice after the spare parts have been received and successfully tested by Contractor. Contractor shall plan for replenishing inventory. Should expedited delivery of spare parts be required, Contractor shall get prior approval for delivery charges from the C/CAG Project Manager or its designee. Contractor shall obtain the best competitive price for all spare parts and provide verification of this effort upon request of C/CAG Project Manager or its designee.

At the end or termination of this contract, the Contractor shall present to C/CAG Project Manager or its designee a listing of the actual inventory and transport the spare parts to a location designated by C/CAG Project Manager or its designee. Transportation costs related to transferring spare parts are included as part of the contract costs.

3.2 Materials/Supplies/Workmanship

Contractor shall provide C/CAG Project Manager or its designee the type/information of vehicles, tool/test equipment and safety equipment intended to be used. The Contractor may not begin work unless C/CAG Project Manager or its designee is satisfied that the Contractor employees are fully equipped to perform the tasks assigned.

All material and workmanship shall comply with current CA-MUTCD, Caltrans Standard Specifications, and Caltrans Standard Plans.

All work is subject to monitoring and inspection by C/CAG Project Manager, partner agencies lead, or its designee. Contractor shall perform, at no additional cost, all necessary repairs, replacements, and/or corrections needed to restore work or materials found by the partner agencies to vary materially from the plans and/or specifications or to be defective due to poor workmanship.

3.3 Quality Control

Contractor shall provide Quality Control review of the work performed by its technicians and Subcontractors to ensure the quality of the work is acceptable. The standard for all work in which Contractor is responsible for under this contract will be the higher of Caltrans or industry standards.

Task 3 Deliverables:

1. Comprehensive preventative maintenance plan and maintenance schedule
2. List of scheduled maintenance inspections or repairs (every 6 months)
3. Asset Management Database
4. Materials/Equipment Submittals
5. Equipment replacement/procurement

Task 4: Other Tasks To Be Assigned

During the entire contract period, Contractor may be required to perform tasks related to trailblazer signs, electronic message signs, other ITS devices, or standard roadway (non-electronic) signs that are outside the scope of maintenance services provided under the contract (currently not funded as part of the budget). Work within this category shall be negotiated separately between Contractor and C/CAG Project Manager using agreed upon resource rates.

When requested by C/CAG Project Manager or its designee, the Contractor shall prepare a proposal to perform the requested task. This proposal shall include scope, approach, schedule and cost. C/CAG Project Manager or its designee, at its discretion, may negotiate with and assign the task to Contractor. In that event, the agreed upon scope, payment and schedule shall be included in a task order signed by both parties.

Certain work issued by task order may require additional license or certification. If an additional license or certification is needed for Task Order work, it will be identified in the Task Order. For

work on task orders with a scope not covered by Subcontractors listed in its proposal, the Contractor may bring on additional Subcontractors with appropriate licenses.

Listed below are examples of the types of projects C/CAG envisions for task orders:

- Reinstallation/relocations of ITS devices
- New device installation
- Maintenance of other electronic message signs or ITS devices as needed
- Maintenance of standard roadway (non-electronic) signs
- Prepare a performance report once the program has been implemented

Task 4 Deliverables:
To be assigned.

ATTACHMENT B COST MATRIX TEMPLATE

See Attachment B: Cost Matrix Template posted on the C/CAG website:

<https://ccag.ca.gov/opportunities/rfpsrfqs/>.

Please fill in the requested information. Information required for each tab is shown below.

Tab 1: Cost Matrix

Contractor shall provide the proposed hours and labor cost for Task 1 Deliverable: Project Management Plan. The cost for Task 3 will be auto populated based on information provided by the Contractor in the tabs labeled *Preventative Routine Maintenance*. Task 4 should remain blank.

Tab 2: Resource Rate Schedule

Contractor shall provide fully loaded hourly rates applicable to time and materials task orders and a description of any increases in hourly rates during the prospective forty-eight (48) month term of the resulting contract, for position types as listed in Attachment A: Scope of Work, as applicable, and any additional position types, as necessary.

If any work is considered “public works,” the Contractor shall comply with the California Labor Code Sections 1720 et seq., 1770-1815 and Title 8 of the California Code of Regulations Sections 16000 et seq. governing the payment of prevailing wages, as determined by the Director of California Department of Industrial Relations.

Tab 3: Preventative Routine Maintenance Costs

Contractors shall review the individual services listed within Attachment A: Scope of Work and determine which services will be performed by Contractor technicians and which will be performed by subcontractors. Respondents shall fill out this table with the estimated yearly and monthly preventative routine maintenance cost for each type of device and note any exclusion(s). The final yearly cost represents the fees to complete all preventative routine maintenance work described in Attachment A: Scope of Work, Task 3. This work cannot be invoiced in any other work task. The final device quantity is subject to change.

ATTACHMENT C
SAMPLE AGREEMENT TEMPLATE

See Attachment C: Sample Agreement Template posted on the C/CAG website:
<https://ccag.ca.gov/opportunities/rfpsrfqs/>.