

REQUEST FOR PROPOSALS (RFP) 2-2095

TECHNICAL SPECIFICATIONS FOR FARE COLLECTION SYSTEM



**ORANGE COUNTY TRANSPORTATION AUTHORITY
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282**

Key RFP Dates

Issue Date:	January 18, 2013
Pre-Proposal Conference Date:	January 28, 2013
Question Submittal Date:	January 29, 2013
Proposal Submittal Date:	February 18, 2013
Interview Date:	March 5, 2013

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January 18, 2013

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 2-2095: “TECHNICAL SPECIFICATIONS FOR FARE COLLECTION SYSTEM”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to develop technical specifications for the development of an account-based, open payment fare collection system. The budget for this project is \$239,210.

The Authority has set a **0%** Underutilized Business Enterprise (UDBE) participation goal for this project.

Proposals must be received in the Authority’s office at or before 2:00 p.m., on February 18, 2013.

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Yvette Crowder, Senior Contract Administrator**

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

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

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

Firms interested in obtaining a copy of this Request For Proposals (RFP) may do so by downloading the RFP from CAMM NET at www.octa.net/cammnet, or by emailing your request to rfp_ifb_Requests@octa.net or calling (714) 560-5922. Please include the following information:

- Name of Firm
- Address
- Contact Person
- Telephone and Facsimile Number
- Email Address
- RFP: 2-2095

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET. The website can be found at www.octa.net. From the site menu click on CAMM NET to register.

To receive all further information regarding this RFP 2-2095, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Fare Collection Equipment
Professional Consulting

Commodity:

Fare Collection Equipment
Consultant Services - General
Fare Collection Consulting

A pre-proposal conference will be held on January 28, 2013, at 1:30 p.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 1112. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established March 5, 2013, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on January 28, 2013, 1:30 p.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 1112. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the Authority's objectives.

C. ADDENDA

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

D. AUTHORITY CONTACT

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

Yvette Crowder, Senior Contract Administrator
Contracts Administration and Materials Management Department
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5616, Fax: 714.560.5792
Email: ycrowder@octa.net

E. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify

the Authority in writing in accordance with Section E.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 2:00 p.m., on January 29, 2013.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, 4th Floor, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: ycrowder@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than January 30, 2013. Offerors may download responses from CAMM NET at www.octa.net/cammnet, or request responses be sent via U.S. Mail by emailing or faxing the request to Yvette Crowder, Senior Contract Administrator.

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

Category:
Fare Collection Equipment
Professional Consulting

Commodity:
Fare Collection Equipment
Consultant Services - General
Fare Collection Consulting

Inquiries received after 2:00 p.m. on January 29, 2013, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on February 18, 2013.

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

2. Address

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Yvette Crowder, Senior Contract Administrator**

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

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

Firms must obtain a visitor badge from the receptionist in the lobby of the 600 Building prior to delivering any information to CAMM.

3. Identification of Proposals

Offeror shall submit an **original and 4 copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number.

4. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received and opened by Authority are public information and must be made available to any person upon request.
- e. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

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

Pre-contractual expenses are defined as expenses incurred by Offeror in:

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

H. JOINT OFFERS

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes.

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying firm-fixed prices for deliverables specified in the Scope of Work, included in this RFP as Exhibit A.

L. CONFLICT OF INTEREST

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

M. CODE OF CONDUCT

All Offerors agree to comply with the Authority's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. All Offerors agree to include these requirements in all of its subcontracts.

N. DEBARMENT & SUSPENSION:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY PARTICIPANT AND LOWER-TIER PARTICIPANTS

Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded, as defined in the Federal Transit Administration (FTA) Circular 2015.1, dated April 28, 1989, may not take part in any federally funded transaction, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, the

Authority, acting on behalf of the district, may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period.

A process has been established by 49 CFR Part 29, as a means to ensure that debarred, suspended, or voluntarily excluded persons or firms do not participate in Federally assisted projects. A person or firm that is unable to provide a positive certification as required by the solicitation must submit a complete explanation attached to the certification. FTA will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the project.

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12 point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Yvette Crowder, Senior Contract Administrator and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, whether the firm is a Disadvantaged Business Enterprise (DBE), contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

- a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (5) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

b. **Proposed Staffing and Project Organization**

This section of the proposal should establish the method, which will be used by the Offeror to manage the project as well as identify key personnel assigne

Offeror to:

- (1) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work.

Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.

- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

Offeror should provide a narrative, which addresses the Scope of Work, and shows Offeror's understanding of Authority's needs and requirements.

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Furnish a project schedule for completing the tasks in terms of elapsed weeks.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.

- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the Authority's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements as set forth in Exhibit C.

4. Cost and Price Proposal

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services for each work task described in Exhibit A, Scope of Work.

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a firm-fixed-price contract specifying firm-fixed-prices for individual tasks.

5. Appendices

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

B. FORMS

1. Status of Past and Present Contracts Form

Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement, or litigation. A separate form must be completed for each contract you identify. The Status of Past and Present Contracts Form can be found in Exhibit E.

Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit **one** copy of the completed form(s) as part of its proposals and it should be included in only the **original** proposal.

2. Disadvantaged Business Enterprise Program and Forms

Offeror shall complete Exhibit E-1, Exhibit E-2, and Exhibit E-3 per the instructions set forth in Exhibit E, entitled “Disadvantaged Business Enterprise – Race Neutral Solicitation Provisions.”

3. Restrictions on Lobbying Form

As a recipient of federal funds, the Authority is required to certify compliance with the influencing restrictions and efforts of Offeror to influence federal officials regarding specific procurements in excess of \$1,000,000.00 that must be disclosed pursuant to section 1352, Title 31, U.S. Code.

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

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

4. Safety Specifications

Offerors shall comply with Safety Specifications Level 1 as included in this RFP as Exhibit G, during the term of the awarded Agreement.

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

1. **Qualifications of the Firm** **30%**
 Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.

2. **Staffing and Project Organization** **30%**
 Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.

3. **Work Plan** **20%**
 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.

4. **Cost and Price** **20%**
 Reasonableness of the total price as well as the individual tasks; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

An evaluation committee will be appointed to review all proposals received for this RFP. The committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written proposals using criteria identified in Section III A. A list of top ranked proposals, firms within a competitive range, will be developed based upon the totals of each committee members' score for each proposal.

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established March 5, 2013, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the proposal evaluations, Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated.

C. AWARD

The Authority will evaluate the proposals received and will award to the Offeror considered to be the most competitive. The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within seven (7) business days of notification of the contract award.

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

Consultant Services to Develop Specification for an Account-Based, Open Payment Fare Collection System

1. INTRODUCTION

The Orange County Transportation Authority (Authority) seeks to retain a consultant to develop technical specifications for the development of an account-based, open payment fare collection system. The Authority's fare collection system has been in place for nearly 10 years. During the past 10 years, the Authority has performed several software upgrades and replaced some parts and components to maintain the fareboxes in proper working order. It is anticipated that the Authority will continue to utilize the farebox to collect cash payments and accept magnetic cards currently used by customers.

The Authority conducted the fare integration study to identify potential strategies for intracounty and intercounty fare integration. The primary goal of the study was to provide the Authority with fare collection alternatives for increasing operational efficiency, facilitating interagency compatibility, and offering customers seamless travel throughout Orange County and into neighboring counties. A list of neighboring agencies and the transit services being operated or planned for implementation in Orange County is found in the study report, which is provided as Attachment A to this scope of work.

The study also explored fare integration strategies to improve connectivity with other regional transit operators. The recommendations from this study included a phasing approach to eventually accept contactless credit cards and near field communication (NFC) devices. Below are the key recommendations:

- Upgrade existing farebox equipment since there is no immediate need to replace fareboxes; existing fareboxes were installed in 2002 and could last another eight years
- Equip Authority buses with stand-beside card readers to accept the LA Metro TAP card and the San Diego Compass card
- Equip Authority buses with card readers that are capable of reading contactless bank cards and near field communication (NFC) cell phones
- Integrate the fare collection system with the Authority's other intelligent transit systems such as the upgraded radio system, the CAD/AVL system, automatic voice annunciation, destination headsigns, and real time passenger information systems

- Consider low to medium cost options with flexibility for future expansion as new transit systems and programs are implemented in Orange County

Based on the consultant's recommendation, the preferred alternative consists of a phased approach, beginning with upgrading the existing farebox to equip Authority buses with stand-beside smart card readers. As new services are implemented in the future, additional upgrades would be phased-in. This is a calculated, careful approach that will allow the Authority to expand its fare collection capability with low investment and low risk.

In addition to fare integration with other systems, this effort seeks to integrate fare collection with other in-house information systems. Since the Authority is in the process of upgrading the bus radio communication system under the Intelligent Transit Management System (ITMS) project, the upgrade of the fare collection system is timely and presents notable opportunities. ITMS works toward integrating all in-vehicle systems so they share information and optimize the utilization of resources and data-sharing. The integration between the farebox and the Smart Mobile Data Terminal would result in a single logon process for coach operators. The farebox is the initial point of contact for this single logon.

The Authority has been very involved with peer agencies, from Santa Barbara to San Diego, to identify options for regional solutions to fare systems and policies. This effort led to the development of a regional team, referred to as the "Super Users" group. The Authority facilitated a number of events, with active participation from many of our peer agencies and the vendor community, such as a peer-to-peer review sponsored by the United States Department of Transportation, hosted regional agency meetings, attended and hosted vendor fairs, and held one-on-one meetings with vendors and consulting firms.

The preferred system should take into consideration integration with other agencies' open payment systems. Therefore, a system built on an open architecture is strongly suggested.

To ensure that a conflict of interest does not exist, neither the consultant nor any members of the consultant's staff shall be permitted to bid on the upcoming fare collection system project or project management. The consultant shall fully disclose any prior and current relationship/employment with qualified vendors.

2. OBJECTIVES

This scope of work describes the consultant assistance needed to accomplish the following objectives:

- 2.1 Develop specifications to assist the Authority to upgrade its fare collection system.

- 2.2 Assist the Authority to implement an account based, open payment system.
- 2.3 Assist the Authority to implement an agency branded card to load up its fare products. A sample of agency fare products is included in Attachment B.
- 2.4 Identify a solution that will provide the Authority a clear path to accept the LA Metro TAP card and the San Diego Compass card.
- 2.5 Identify a solution that will provide the Authority a clear path to accept contactless credit cards and NFC devices.
- 2.6 Identify a timeline for the Authority to accept payment options identified.
- 2.7 Develop a schedule for implementation of the system.

3. TASKS

The following tasks shall be required from the consultant as part of the development of the technical specifications:

- 3.1 Prepare a schedule to complete the development of technical specifications.
- 3.2 Review the Fare Integration Study final report.
- 3.3 Develop a project implementation master schedule and identify key milestones and deliverables for implementation of the system.
- 3.4 Develop a scope of work to be included in the system procurement package.
- 3.5 Provide a detailed work plan on how objective will be met in the development of the scope of work.

4. DELIVERABLE

The following deliverables shall be required from the consultant as part of the development of the technical specifications:

- 4.1 A schedule to complete development of the Technical Specifications
- 4.2 A master schedule for implementation of the new system

- 4.3 A Scope of Work for the procurement of the new system
- 4.4 A draft Technical Specifications report
- 4.5 A final Technical Specifications report

To ensure that a conflict of interest does not exist, neither the consultant nor any members of the consultant's staff shall be permitted to bid on the fare collection system project. The consultant shall fully disclose any prior and current relationship/employment with qualified vendors.

ATTACHMENT A

List of Existing and Future Transit Services

OCTA currently interfaces with the following transit systems:

- Foothill Transit (bus service -- Los Angeles County)
- Laguna Beach Transit (bus service -- Orange County)
- Long Beach Transit (bus service -- Los Angeles County)
- Metro (bus and light rail service -- Los Angeles County)
- Metrolink (commuter rail service -- Ventura, LA, Riverside, San Bernardino and Orange Counties)
- North County Transit District (bus, light rail, commuter rail service -- San Diego County)
- Norwalk Transit (bus service -- Los Angeles County)
- Omnitrans (bus service -- San Bernardino County)
- Riverside Transit Agency (bus service -- Riverside County)
- City of Irvine Shuttle (bus service -- Orange County)
- Anaheim Resort Transit System (bus service -- Orange County)

Future Transit Systems:

- Metrolink Service Expansion Program
- Limited Stop service
- Go Local services

ATTACHMENT B – FOLLOWING PAGES

2012 Fare Matrix

Questions or Comments?

Contact:

Edmund Buckley
(714) 560-5945
ebuckley@octa.net



Revised: 09-24-12

Orange County Transportation Authority

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OCTA Cash Fares

Fare Category	Local Fixed Route	757 / 758 Express	701 / 721 / 794 Express
Regular	\$1.50	\$3.00	\$4.50
Senior Citizen	\$0.60	\$2.70	\$4.00
Disabled	\$0.60	\$2.70	\$4.00

Fare Category	Cost Per Trip
Regular - ADA Eligible Only*	\$2.70
Companion**	\$2.70
Personal Care Attendant***	No Fare on ACCESS, \$.25 on Fixed Route
Door-to-Curb Service at either pick-up or destination	\$7.70 (\$2.70 per ACCESS trip + \$5.00 for Door Service)
Door-to-Door Service at pick-up and destination	\$12.70 (\$2.70 per ACCESS trip + \$5.00 for Door Service + \$5.00 for Door Service)

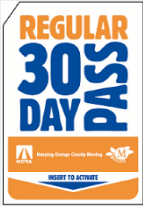
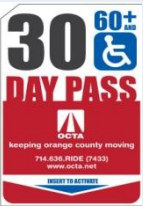

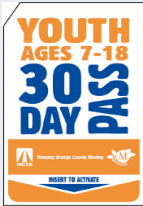
*Pre-approved Americans with Disabilities (ADA) applicants.



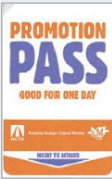

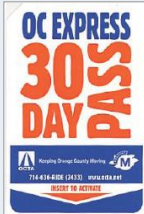
** A companion is anyone who travels with a senior citizen and/or a person with disabilities.

*** A Personal Care Attendant is a person who assists the ADA-eligible person to board, ride, and disembark.

Pre-Paid OCTA Passes

Only OCTA Day Passes will be accepted as an Interagency Transfer for one connecting ride by transit agencies connecting with OCTA. These are LACMTA, Long Beach Transit, Riverside Transit Agency (RTA), North County Transit District (NCTD), Foothill Transit, Norwalk Transit System, and City of Laguna Beach. Within Orange County, the OCTA 30-Day Pass will only be accepted by LACMTA, RTA, AND NCTD. An equalizing fare may be required.


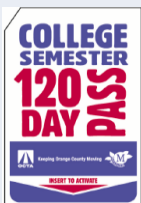
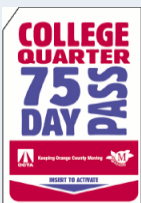


Fare Type	OCTA 30-Day Regular Pass	OCTA 30-Day Senior & Disabled Pass	OCTA 30-Day Express Pass	OCTA Youth 30-Day Pass
Price	\$55.00	\$18.00	\$150.00	\$33.00
Fixed Route	Yes	Yes	Yes	Yes
757 / 758 Express	Yes + \$1.50	Yes + \$2.10	Yes	Yes + \$1.50
701 / 721 / 794 Express	Yes + \$3.00	Yes + \$3.40	Yes	Yes + \$3.00
ADA ACCESS	No	No	No	No
<p>Look for the date stamped on back of each pass.</p> <p>If card is illegible, use the "READ CARD" option on Fare Box.</p>				

Fare Type	OCTA Day Pass	OCTA Senior & Disabled Day Pass	Promotional Pass	OCTA 30-Day "OC Express Pass"
Price	\$4.00	\$1.25	---	\$100.00
Fixed Route	Yes	Yes	Yes	Yes
757 / 758 Express	Yes + \$1.50	Yes + \$2.10	No	Yes
701 / 721 / 794 Express	Yes + \$3.00	Yes + \$3.40	No	Yes + \$1.50
ADA ACCESS	No	No	No	No
<p>Look for the date stamped on back of each pass.</p> <p>If card is illegible, use the "READ CARD" option on Fare Box.</p>			  <p>Should be treated like an OCTA Day Pass</p>	




Pre-Paid OCTA Passes Cont'd


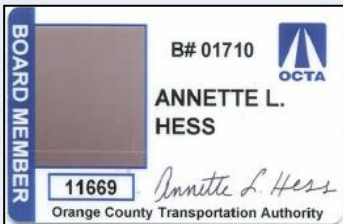
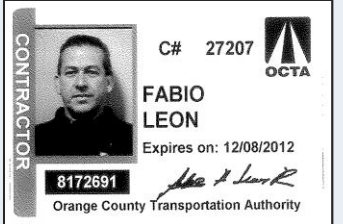
Only OCTA Day Passes will be accepted as an Interagency Transfer for one connecting ride by transit agencies connecting with OCTA. These are LACMTA, Long Beach Transit, Riverside Transit Agency (RTA), North County Transit District (NCTD), Foothill Transit, Norwalk Transit System, and City of Laguna Beach. Within Orange County, the OCTA 30-Day Pass will only be accepted by LACMTA, RTA, AND NCTD. An equalizing fare may be required.

Fare Type	OCTA 15-Day Regular Pass	OCTA 15-Day Senior & Disabled Pass	OCTA Pre-Paid Day Regular Pass	OCTA Pre-Paid Day Regular Pass Senior & Disabled Pass
Price	\$35.00	\$12.00	\$36.00 (pack of 10)	\$11.50 (pack of 10)
Fixed Route	Yes	Yes	Yes	Yes
757 / 758 Express	Yes + \$1.50	Yes + \$2.10	Yes + \$1.50	Yes + \$2.10
701 / 721 / 794 Express	Yes + \$3.00	Yes + \$3.40	Yes + \$3.00	Yes + \$3.40
ADA ACCESS	No	No	No	No
Look for the date stamped on back of each pass. If card is illegible, use the "READ CARD" option on Fare Box.	Valid until 12/31/2013 	Valid until 12/31/2013 		



Youth Summer Pass	OCTA College Semester Pass	OCTA College Quarter Pass	OCTA 7-Day Regular Pass	OCTA 7-Day Senior & Disabled Pass
\$50.00	\$150.00	\$95.00	\$20.00	\$6.50
Yes	Yes	Yes	Yes	Yes
No	Yes + \$1.50	Yes + \$1.50	Yes + \$1.50	Yes + \$2.10
No	Yes + \$3.00	Yes + \$3.00	Yes + \$3.00	Yes + \$3.40
No	No	No	No	No
				

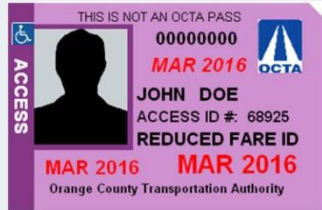
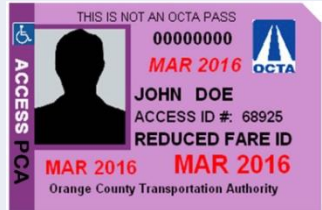
OCTA Badge Identification Card

Fare Type	OCTA Employee Pass	OCTA Dependent Pass	OCTA Retiree Pass
Fixed Route	Yes	Yes	Yes
757 / 758 Express	Yes	Yes	Yes
701 / 721 / 794 Express	Yes	Yes	Yes
ADA ACCESS	Yes for ADA-Eligible Riders	Yes for ADA-Eligible Riders	Yes for ADA-Eligible Riders
Color of Left Panel	Brown	Orange	Purple
	 <p>EMPLOYEE E# 01234 JOHN SMITH 10315 Orange County Transportation Authority</p>	 <p>DEPENDENT D# 01234-01 JOHN SMITH 10315 Orange County Transportation Authority</p>	 <p>RETIREE R# 01234 JOHN SMITH 10315 Orange County Transportation Authority</p>

Fare Type	OCTA Intern Pass	OCTA Board Member Pass	OCTA Contractor ID
Fixed Route	Yes	Yes	Yes
757 / 758 Express	Yes	Yes	Yes
701 / 721 / 794 Express	Yes	Yes	Yes
ADA ACCESS	Yes for ADA-Eligible Riders	Yes for ADA-Eligible Riders	Yes for ADA-Eligible Riders
Color of Left Panel	Red	Blue	Gray
	 <p>INTERN I# 01234 JOSE SMITH 10315 Orange County Transportation Authority</p>	 <p>BOARD MEMBER B# 01710 ANNETTE L. HESS 11669 Annette L. Hess Orange County Transportation Authority</p>	 <p>CONTRACTOR C# 27207 FABIO LEON Expires on: 12/08/2012 8172691 Orange County Transportation Authority</p>

Reduced Fare OCTD ID Card

Fare Type	OCTA Disabled Reduced Fare ID	OCTA Senior Citizen ID
Fixed Route	Yes + \$.60 per boarding or \$1.25 per Day Pass	Yes + \$.60 per boarding or \$1.25 per Day Pass
757 / 758 Express	Yes + \$2.70	Yes + \$2.70
701 / 721 / 794 Express	Yes + \$4.00	Yes + \$4.00
ADA ACCESS	No	No
Color of Card	Blue	Red
		

Fare Type	OCTA Mobility Trainer – No Fare ID	OCTA ACCESS Reduced Fare ID
Fixed Route	Yes	Yes + \$.25 per boarding or \$1.25 for Day Pass
757 / 758 Express	No	No
701 / 721 / 794 Express	No	No
ADA ACCESS	No	No
Color of Card	Brown	Pink
Note: Date on Reduced Fare ID is the Expiration Date.	 <p>Note: To use card, clients must be present with card holder.</p>	 

University Pass (U-Pass)

Revised September 24, 2012

Fare Type	Chapman University U-Pass	Cal State Fullerton U-Pass	UC Irvine U-Pass
Fixed Route	Yes	Yes	Yes
757 / 758 Express	Yes + \$1.50	Yes + \$1.50	Yes + \$1.50
701 / 721 / 794 Express	Yes + \$3.00	Yes + \$3.00	Yes + \$3.00
ADA ACCESS	No	No	No
<p>For Cal State Fullerton U-Passes, if Fare Box indicates card has expired, students must pay full boarding amount.</p>			


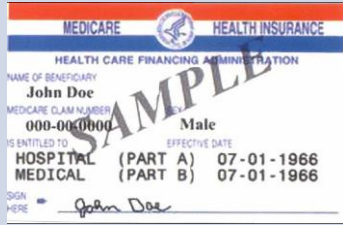


Employer Pass (E-Pass)

Fare Type	Annual Employer Pass
Fixed Route	Yes
757 / 758 Express	Yes + \$1.50
701 / 721 / 794 Express	Yes + \$3.00
ADA ACCESS	No
<p>Note:</p> <ul style="list-style-type: none"> • No date stamp validation required (only swipe) • Date range is printed on back • Operator does not need to look on back • Card is thick and employer's name is on back 	

ACCESS Fare Media

Fare Type	ACCESS Fare Coupon	Los Angeles County Access ID Card
Fixed Route	No	Yes + \$.60 per boarding or \$1.25 for Day Pass
757 / 758 Express	No	No
701 / 721 / 794 Express	No	No
ADA ACCESS	Yes	Yes
		

Identification Card

Fare Type	Medicare Card	Disabled Card	Braille Institute ID Card
Fixed Route	Yes + \$.60 per boarding or \$1.25 per Day Pass	Yes + \$.60 per boarding or \$1.25 per Day Pass	Yes + \$.60 per boarding or \$1.25 per Day Pass
757 / 758 Express	Yes + \$2.70	Yes + \$2.70	Yes + \$2.70
701 / 721 / 794 Express	Yes + \$4.00	Yes + \$4.00	Yes + \$4.00
ADA ACCESS	No	No	No
<p style="color: red;">Note: These stickers must be on bottom lower right corner of Disabled Card</p> <div style="display: flex; justify-content: space-around; align-items: center;">  </div>			

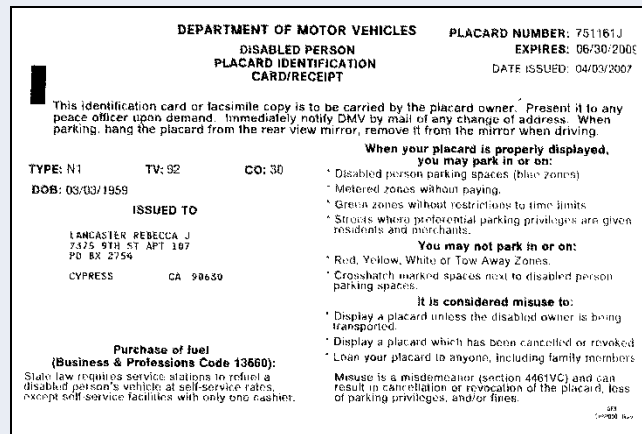
Fare Type	Veterans ID Card	New Veterans ID Card	Braille Institute ID Card
Fixed Route	Yes + \$.60 per boarding or \$1.25 per Day Pass	Yes + \$.60 per boarding or \$1.25 per Day Pass	Yes + \$.60 per boarding or \$1.25 per Day Pass
757 / 758 Express	Yes + \$2.70	Yes + \$2.70	Yes + \$2.70
701 / 721 / 794 Express	Yes + \$4.00	Yes + \$4.00	Yes + \$4.00
ADA ACCESS	No	No	No
<p style="color: red;">Note: Veterans ID and New Veterans ID cards must say "SERVICE CONNECTED" under photo as circled in the two photos on the right</p>			

DMV Placard

Courtesy Fare Policy

FARES SAME AS THOSE SHOWN ON PAGE 8

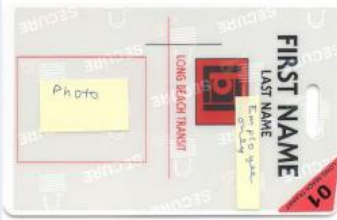



CALIFORNIA PEACE OFFICER/FIRE PERSONNEL/ MILITARY FREE FARE



On October 22, 2001, the Board of Directors approved the following revised fare policy allowing California Peace Officers, firefighters and military personnel to ride free on any regularly scheduled local fixed-route bus

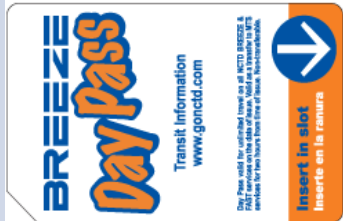

"A California Peace Officer is any sworn officer of the law, including city police officers county sheriff's and marshal's deputies, district attorney investigators, college/university police officers, police reserve officers and State Highway Patrol officers with an identification card and badge issued by the employing agency which clearly states that the person is a sworn California Peace Officer. Firefighters personnel include all local, municipal county, state and federal firefighters with an identification card and badge issued by the employing agency which clearly states that the person is a sworn firefighter. Military personnel include active participants in the United States armed forces while in uniform or with a valid military identification card

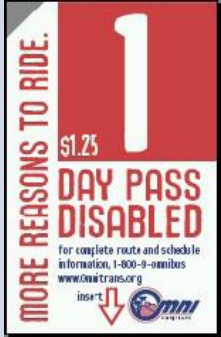
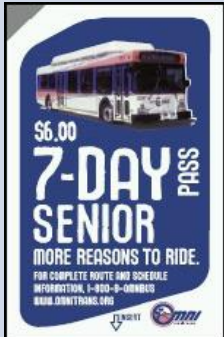

Other Transit Employee ID Cards

Fare Type	Other Transit Employee ID Card	
Fixed Route	Yes	
757 / 758 Express	Yes	
701 / 721 / 794 Express	Yes	
ADA ACCESS	No	
Agency	Long Beach Transit	Omnitrans
		
Agency	MTA (Employee Pass)	Riverside Transit Agency
<p>Note: Temporary Employee, Dependent, Temporary Dependent, Board of Directors, and Retiree Passes shall be honored the same as Employee Pass</p>	 <p style="color: red; font-size: 1.2em; margin-left: 100px;">See Note</p> <p style="color: red; font-size: 0.8em; margin-left: 100px;">This pass, in addition to serving as an MTA Employee TAP Pass, will be honored by the OCTA in accordance with the above Other Transit Employee ID Cards specifications</p> <p style="color: red; font-size: 0.8em; margin-left: 100px;">Color of "tap" logo on MTA Employee Pass is subject to change</p>	

Other Transit Passes

Fare Type	Riverside Transit Agency	
<p>Note: Honored only on directly connecting OCTA bus routes</p> <p>Passes accepted include Disabled, Youth and Senior Passes</p> <p>Pass type is circled in red</p>	 <p>GENERAL 1-DAY PASS \$3.75</p>	 <p>general 31-day pass \$43.00 each</p>

Fare Type	North County Transit District	
<p>Note: Honored only on directly connecting OCTA bus routes</p> <p>Passes accepted include Regular, Youth and Senior/Disabled Passes</p>	 <p>BREEZE Day Pass Transit Information www.gonctd.com</p>	 <p>compass</p>

Fare Type	Omnitrans		
<p>Note: Honored only on directly connecting OCTA bus routes</p> <p>Passes accepted include Full Fare, Senior / Disabled, 7-Day (Regular or Senior / Disabled), 31-Day (Regular, Senior / Disabled, Student)</p>	 <p>MORE REASONS TO RIDE. \$1.25 1 DAY PASS DISABLED For complete route and schedule information, 1-800-9-OMNIBUS www.omnitrans.org</p>	 <p>\$6.00 7-DAY SENIOR PASS MORE REASONS TO RIDE. FOR COMPLETE ROUTE AND SCHEDULE INFORMATION, 1-800-9-OMNIBUS WWW.OMNITRANS.ORG</p>	 <p>31-DAY FULL FARE PASS \$41.00 MORE REASONS TO RIDE. FOR COMPLETE ROUTE AND SCHEDULE INFORMATION, 1-800-9-OMNIBUS WWW.OMNITRANS.ORG</p>

Other Transit Passes Continued

Fare Type	LACMTA
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Notes	Monthly and TAP Passes
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Note: OCTA will honor both of these fare media only on OCTA Routes 1, 30, 38, 42, 46, 50, 60, 701, 721, 757, and 758

An equalizing fare may be required

OCTA does not honor MTA Day or EZ Passes



Color of Pass and stickers will change monthly

Notes	Senior and Disabled ID Card
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Note: Disabled ID Card has a picture of passenger

Stamps must be fixed to Disabled ID Card to be valid

Reduced Fare TAP Card does not need monthly stamps



Fare Type	Long Beach Transit
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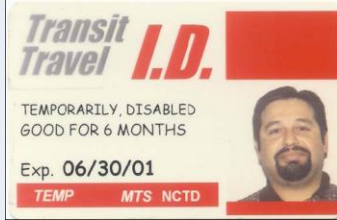
Notes	Day Pass
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Note: Color of the background is white and writing is black

Valid for one boarding



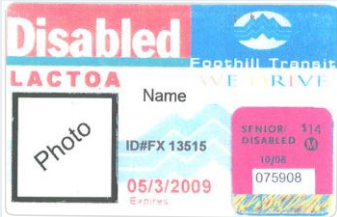
Other Transit ID Cards

Fare Type	NCTD ID	
Fixed Route	Yes + \$.60 per boarding or \$1.25 per Day Pass	
757 / 758 Express	Yes + \$2.70	
701 / 721 / 794 Express	Yes + \$4.00	
ADA ACCESS	No	
Type	Permanently Disabled	Temporary Disabled
		

Fare Type	Foothill Transit ID	
Fixed Route	Yes + \$.60 per boarding or \$1.25 per Day Pass	
757 / 758 Express	Yes + \$2.70	
701 / 721 / 794 Express	Yes + \$4.00	
ADA ACCESS	No	
Type	Disabled	

Note: Disabled ID Card has a pictured of passenger

Stamps must be fixed to Disabled ID Card to be valid

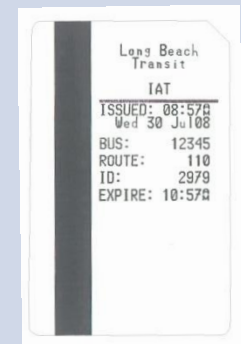


Valid Transfers

Fare Type	LACMTA to Muni Transfer Metro	LACMTA to Muni Transfer Metro	Other Systems Interagency Transfer*	Long Beach Transit Transfer Card*
Color of Transfer	Gray or black	White or yellow with black letters	Varies	White with black letters
Notes	Valid for only one boarding on first connecting OCTA bus line. Equalizing fare may be required.			

Note: OCTA does not honor MTA Day or EZ Passes

*Other Systems include Foothill Transit, Norwalk, La Mirada, Torrance, Gardena and LA DOT



Valid Transfers Cont'd

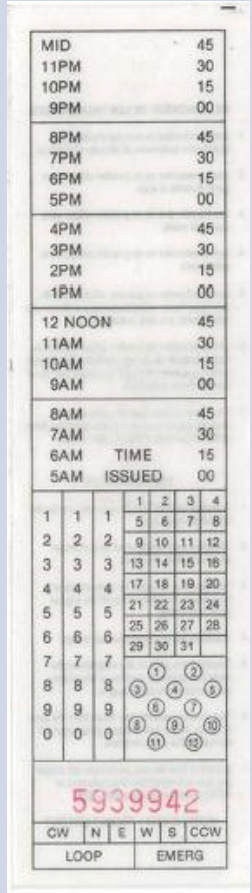
Fare Type	NCTD Transfer	NCTD Transfer	Other Systems Interagency Transfer*	Laguna Beach Municipal Transit Lines Transfer*
Color of Transfer	Gray or black	White or yellow with black letters	Varies	Varies

Notes

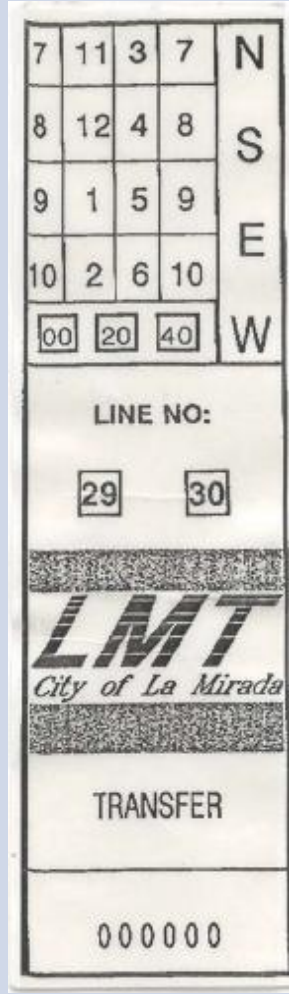
Valid for only one boarding on first connecting OCTA bus line. Equalizing fare may be required.

Note: OCTA does not honor MTA Day or EZ Passes

*Other Systems include Foothill Transit, Norwalk, La Mirada, Torrance, Gardena and LADOT



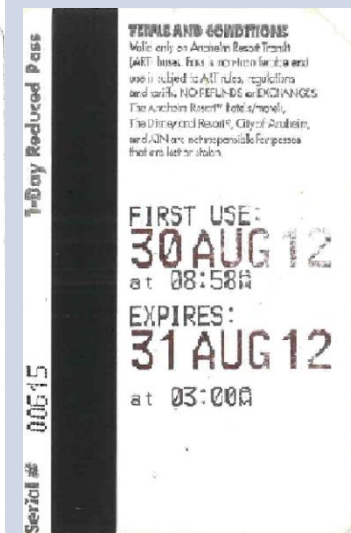
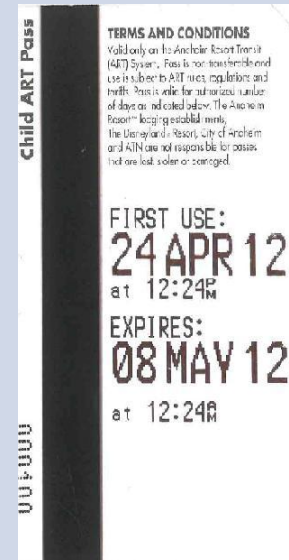
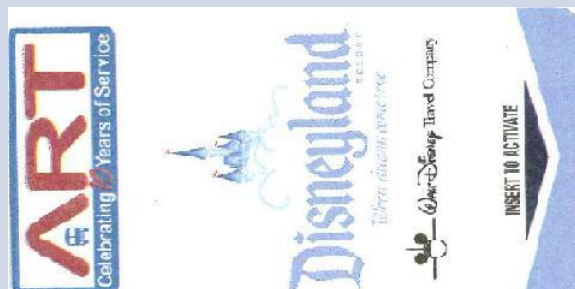
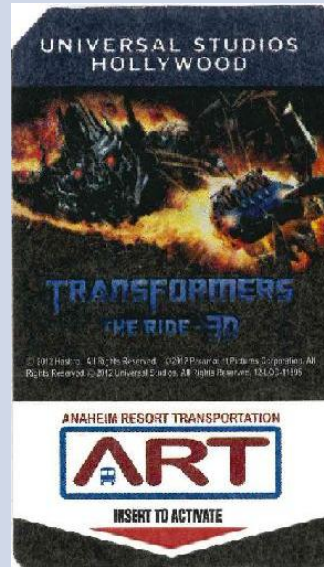
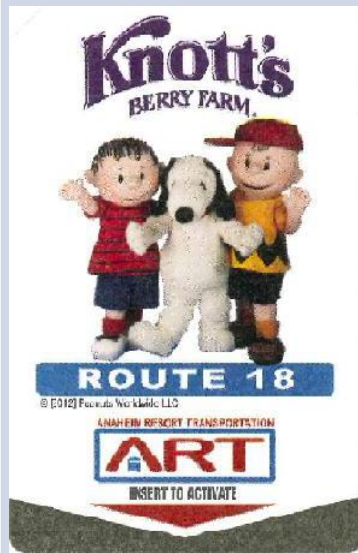
Issued only in case of machine malfunction or emergency



Valid on Routes 1, 85 and 89

Fare Type	ATN/ART (Anaheim Resort Transportation) Interagency Transfer
Color of Transfer	Varies
Notes	Good at OCTA-ATN Transfer Points Only

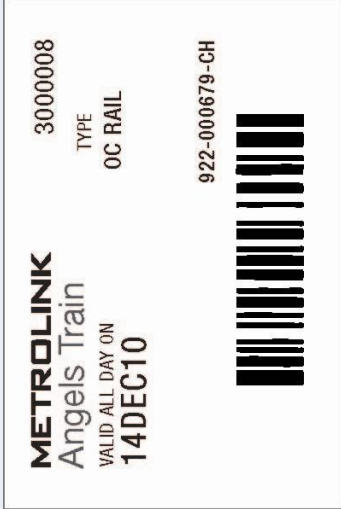
OCTA fixed routes will accept ATN one-day and multi-day passes (regular, child, and reduced) at OCTA-ATN transfer points. Likewise, ATN will accept OCTA one-day and multi-day passes at the same locations. An OCTA-ATN transfer point is any bus stop serviced by both agencies.



Valid Rail Tickets and Their Value

Fare Type	Metrolink Fare Media			
Notes	7 Day Pass	Complimentary 4-Trip Pass	Monthly Pass: Adult, Youth, Senior/Disabled	Round-Trip Ticket: Adult, Youth, Senior/Disabled
<p>Round Trip and One-Way Passes feature a repeated blue Metrolink watermark invisible in this document</p> <p>OCTA will honor Metrolink Monthly Passes and validated tickets as full fare only on buses that directly connect with Metrolink trains at rail stations</p> <p>Metrolink tickets must show a current date validation for same day use on an OCTA bus</p> <p>Monthly Passes must be dated for the current month to be valid</p>			 	 

Valid Rail Tickets and Their Value Cont'd

Fare Type	Metrolink Fare Media		
Notes	Round-Trip Special Ticket: Ducks Express	Round-Trip Special Ticket: Angels Train	One-Day Ticket: Angels Train
<p>Round-Trip passes are available for purchase via OCTA.net, telephone or at the OCTA store.</p> <p>One-Day passes may be purchased from the ticket vending machines at Metrolink Stations. The ticket is valid for one day.</p> <p>OCTA will honor Metrolink "Angels Train" and "Ducks Express" passes as full fare only on buses that directly connect with Metrolink trains at rail stations.</p>	 <p>A vertical Metrolink ticket for Ducks Express. It features the Metrolink logo at the top, an 'Expires after' section with a '1' and '2' in boxes, a high-speed train image, and the text 'ROUND-TRIP SPECIAL TICKET' and 'DUCKS EXPRESS'. A barcode and the number '5 2 3 9 6 2' are at the bottom, along with the EZ logo.</p>	 <p>A vertical Metrolink ticket for Angels Train Only. It features the Metrolink logo at the top, an 'Expires after' section with a '1' and '2' in boxes, a high-speed train image, and the text 'ROUND-TRIP SPECIAL TICKET' and 'Angels Train Only'. A barcode and the number '5 5 8 1 9 5' are at the bottom, along with the EZ logo.</p>	 <p>A vertical Metrolink one-day ticket for Angels Train. It includes the Metrolink logo, the text 'Angels Train', 'VALID ALL DAY ON', and '14DEC10'. It also displays the number '3000008', 'TYPE OC RAIL', '922-000679-CH', and a barcode.</p>

Valid Rail Tickets and Their Value Cont'd

Fare Type	OCTA/MetroLink Fare Media	
Notes	Prepaid: \$7 Regular Adults	Prepaid: \$6 Senior/Disabled
<p>The media that will be sold onboard OCTA buses is swipe media. The customer swipes, same as they currently do with a Day Pass.</p> <p>The media sold from Metrolink ticket vending machines, the customer displays and the coach operator presses the OC Link Key on the Operator Control Unit (OCU).</p> <p>The media sold from other vendors are prepaid media and are dipped on the bus for validation and then becomes swipe media.</p> <p>Note: Prepaid passes must be validated prior to boarding the train at validator machines located at Metrolink stations. Failure to validate subjects' rider to citation on Metrolink.</p> <p>All passes on this page are valid on OCTA local fare (\$1.50 regular, \$.60 senior/disabled) buses and on Metrolink trains between Buena Park and San Clemente.</p>	 <p>ALL DAY RAIL/BUS PASS</p> <p>PREPAID</p> <p>OCLINK expanded service for expanded living METROLINK OCTA</p> <p>Expires: June 2013</p>	 <p>ALL DAY RAIL/BUS PASS</p> <p>SENIOR/DISABLED PREPAID</p> <p>OCLINK expanded service for expanded living METROLINK OCTA</p>
	\$7 Regular Adults/\$6 Senior/Disabled Sold on OCTA buses	\$7 Regular Adults/\$6 Senior/Disabled Sold through Metrolink ticket vending machines (TVM)
	 <p>ALL DAY RAIL/BUS PASS</p> <p>OCLINK expanded service for expanded living METROLINK OCTA</p>	 <p>METROLINK 5506542</p> <p>OCLINK TYPE</p> <p>VALID ALL DAY ON Adult \$7.00</p> <p>10MAY2011</p> <p>FULLERTON ORANGE TUSTIN LAGUNA NIGUEL/ MISSION VIEJO SAN CLEMENTE</p> <p>BUENA PARK ANAHEIM SANTA ANA IRVINE SAN JUAN CAPISTRANO</p> <p>922-000849-CD</p>

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 2-2095

Enter below the proposed price for each of the work deliverables described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, and profits. The Authority's intention is to award a firm-fixed price contract.

<i>Deliverables</i>	<i>Description</i>	<i>Firm Fixed Price</i>
1	A schedule to complete development of the technical specifications	\$ _____
2	A master schedule for implementation of the new system	\$ _____
3	A scope of work for the procurement of the new system	\$ _____
4	A draft technical specifications report	\$ _____
5	A final technical specifications report	\$ _____
<i>Firm Fixed Total Price:</i>		\$ _____

- I acknowledge receipt of RFP 2-2095 and Addenda No.(s) _____
- This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

EXHIBIT C: PROPOSED AGREEMENT

1 **AGREEMENT NO. C-2-2095**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 _____
6 **THIS AGREEMENT** is effective as of this ____ day of _____, 2013, by
7 and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184,
8 Orange, CA 92863-1584, a public corporation of the state of California (hereinafter referred to as
9 "AUTHORITY"), , (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to develop specifications for
12 the development of an account-based, open payment fare collection system services; and

13 **WHEREAS**, said work cannot be performed by the regular employees of AUTHORITY; and

14 **WHEREAS**, CONSULTANT has represented that it has the requisite personnel and experience,
15 and is capable of performing such services; and

16 **WHEREAS**, CONSULTANT wishes to perform these services;

17 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CONSULTANT
18 as follows:

19 **ARTICLE 1. COMPLETE AGREEMENT**

20 A. This Agreement, including all exhibits and documents incorporated herein and made
21 applicable by reference, constitutes the complete and exclusive statement of the terms and conditions
22 of the agreement between AUTHORITY and CONSULTANT and it supersedes all prior
23 representations, understandings and communications. The invalidity in whole or in part of any term or
24 condition of this Agreement shall not affect the validity of other terms or conditions.

25 B. AUTHORITY's failure to insist in any one or more instances upon CONSULTANT's
26 performance of any terms or conditions of this Agreement shall not be construed as a waiver or

1 relinquishment of AUTHORITY's right to such performance or to future performance of such terms or
2 conditions and CONSULTANT's obligation in respect thereto shall continue in full force and effect.
3 Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when
4 specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written
5 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

6 **ARTICLE 2. AUTHORITY DESIGNEE**

7 The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act for and
8 exercise any of the rights of AUTHORITY as set forth in this Agreement.

9 **ARTICLE 3. SCOPE OF WORK**

10 A. CONSULTANT shall perform the work necessary to complete in a manner satisfactory to
11 AUTHORITY the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by this
12 reference, incorporated in and made a part of this Agreement. All services shall be provided at the
13 times and places designated by AUTHORITY.

14 B. CONSULTANT shall provide the personnel listed below to perform the above-specified
15 services, which persons are hereby designated as key personnel under this Agreement.

16 **Names** **Functions**

17
18
19 C. No person named in paragraph B of this Article, or his/her successor approved by
20 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function
21 or level of commitment hereunder be changed, without the prior written consent of AUTHORITY.
22 Should the services of any key person become no longer available to CONSULTANT, the resume and
23 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as
24 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key
25 person, unless CONSULTANT is not provided with such notice by the departing employee.
26 AUTHORITY shall respond to CONSULTANT within seven (7) calendar days following receipt of these

1 qualifications concerning acceptance of the candidate for replacement.

2 **ARTICLE 4. TERM OF AGREEMENT**

3 This Agreement shall commence upon the effective date of this Agreement, and shall continue
 4 in full force and effect through, unless earlier terminated or extended as provided in this Agreement.

5 **ARTICLE 5. PAYMENT**

6 A. For CONSULTANT's full and complete performance of its obligations under this Agreement,
 7 and subject to the maximum cumulative payment obligation provisions set forth in Article 7,
 8 AUTHORITY shall pay CONSULTANT on a firm fixed price basis in accordance with the following
 9 provisions.

10 B. The following schedule shall establish the firm fixed payment to CONSULTANT by
 11 AUTHORITY for each work deliverable set forth in the Scope of Work. The schedule shall not include
 12 any CONSULTANT expenses not approved by AUTHORITY including but not limited to reimbursement
 13 for local meals.

<u>Deliverables</u>	<u>Description</u>	<u>Firm Fixed Price</u>
14 1.	Schedule to Complete Development of the Technical Specifications	.00
15 2.	Master Schedule for Implementation of the New System	.00
16 3.	Scope of Work for the Procurement of the New System	.00
17 4.	Draft Technical Specifications Report	.00
18 5.	Final Technical Specifications Report	<u>.00</u>
19	TOTAL FIRM FIXED PRICE PAYMENT	<u>.00</u>

20
 21 C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding
 22 to the work actually completed by CONSULTANT. Percentage of work completed shall be documented
 23 in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice
 24 submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be
 25 requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY
 26 may decline to make full payment for any deliverable listed in paragraph B of this Article until such time

1 as CONSULTANT has documented to AUTHORITY's satisfaction, that CONSULTANT has fully
2 completed all work required under the specified task in the scope of work. AUTHORITY's payment in
3 full for any deliverable completed shall not constitute AUTHORITY's final acceptance of
4 CONSULTANT's work.

5 D. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in
6 duplicate to AUTHORITY's Accounts Payable office. Each invoice shall be accompanied by the
7 monthly progress report specified in paragraph C of this Article. AUTHORITY shall remit payment
8 within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include
9 the following information:

- 10 1. Agreement No. C-2-2095;
- 11 2. Specify the deliverable description and number for which payment is being
12 requested;
- 13 3. The time period covered by the invoice;
- 14 4. Total monthly invoice (including project-to-date cumulative invoice amount) and
15 retention;
- 16 5. Monthly Progress Report;
- 17 6. Certification signed by the CONSULTANT or his/her designated alternate that a)
18 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The
19 backup information included with the invoice is true, complete and correct in all material respects; c) All
20 payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be
21 made to subcontractors and suppliers from the proceeds of the payments covered by the certification
22 and; e) The invoice does not include any amount which CONSULTANT intends to withhold or retain
23 from a subcontractor or supplier unless so identified on the invoice.
- 24 7. Any other information as agreed or requested by AUTHORITY to substantiate the
25 validity of an invoice.

26 /

1 **ARTICLE 6. PROMPT PAYMENT CLAUSE**

2 A. CONSULTANT agrees to pay each subcontractor for the satisfactory work performed under
3 this Agreement, no later than ten (10) calendar days from the receipt of each payment CONSULTANT
4 receives from AUTHORITY. CONSULTANT agrees further to return retainage payments to each
5 subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed.
6 AUTHORITY reserves the right to request the appropriate documentation from CONSULTANT showing
7 payment has been made to the subcontractors. Any delay or postponement of payment from the above
8 referenced time frames may occur only for good cause following written approval by AUTHORITY.

9 B. Failure to comply with this provision or delay in payment without prior written approval from
10 AUTHORITY will constitute noncompliance, which may result in appropriate administrative sanctions,
11 including, but not limited to a penalty of two percent (2%) of the invoice amount due per month for every
12 month that payment is not made.

13 C. These prompt payment provisions must be incorporated in all subcontract agreements
14 issued by CONSULTANT under this Agreement.

15 **ARTICLE 7. MAXIMUM OBLIGATION**

16 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and
17 CONSULTANT mutually agree that AUTHORITY's maximum cumulative payment obligation (including
18 obligation for CONSULTANT's profit) shall be _____Dollars (\$.00) which shall include all
19 amounts payable to CONSULTANT for its subcontracts, leases, materials and costs arising from, or
20 due to termination of, this Agreement.

21 **ARTICLE 8. NOTICES**

22 All notices hereunder and communications regarding the interpretation of the terms of this
23 Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing
24 said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid
25 and addressed as follows:

26 /

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Yvette Crowder

Senior Contract Administrator

(714) 560 – 5616

ycrowder@octa.net

ARTICLE 9. INDEPENDENT CONTRACTOR

CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not employees of AUTHORITY. CONSULTANT shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

ARTICLE 10. INSURANCE

A. CONSULTANT shall procure and maintain insurance coverage during the entire term of this Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONSULTANT shall provide the following insurance coverage:

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury, and Property Damage with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

2. Automobile Liability to include owned, hired and non-owned autos with a combined single limit of \$1,000,000.00 each accident;

1 3. Workers' Compensation with limits as required by the State of California including a
2 waiver of subrogation in favor of AUTHORITY, its officers, directors, employees and agents;

3 4. Employers' Liability with minimum limits of \$1,000,000.00; and

4 5. Professional Liability with minimum limits of \$1,000,000.00 per claim.

5 B. Proof of such coverage, in the form of an insurance company issued policy endorsement
6 and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of
7 any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days
8 from the effective date of this Agreement with the AUTHORITY, its officers, directors, employees and
9 agents designated as additional insured on the general and automobile liability. Such insurance shall
10 be primary and non-contributive to any insurance or self-insurance maintained by AUTHORITY.
11 Furthermore, AUTHORITY reserves the right to request certified copies of all related insurance policies.

12 C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement
13 Number C-2-2095; and, the Contract Administrator's Name, Yvette Crowder.

14 D. CONSULTANT shall also include in each subcontract the stipulation that subcontractors
15 shall maintain insurance coverage in the amounts required from CONSULTANT as provided in this
16 Agreement.

17 **ARTICLE 11. ORDER OF PRECEDENCE**

18 Conflicting provisions hereof, if any, shall prevail in the following descending order of
19 precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 2-
20 2095, (3) CONSULTANT's proposal dated ; and (4) all other documents, if any, cited herein or
21 incorporated by reference.

22 **ARTICLE 12. CHANGES**

23 By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
24 make changes in the general scope of this Agreement, including, but not limited to, the services
25 furnished to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work
26 suspension or change causes an increase or decrease in the price of this Agreement or in the time

1 required for its performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its
2 claim for adjustment within ten (10) calendar days after the change or work suspension is ordered, and
3 an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse
4 CONSULTANT from proceeding immediately with the agreement as changed.

5 **ARTICLE 13. DISPUTES**

6 A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact
7 arising under this Agreement which is not disposed of by supplemental agreement shall be decided by
8 AUTHORITY's Director, Contracts Administration and Materials Management (CAMM), who shall
9 reduce the decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The
10 decision of the Director, CAMM, shall be final and conclusive.

11 B. The provisions of this Article shall not be pleaded in any suit involving a question of fact
12 arising under this Agreement as limiting judicial review of any such decision to cases where fraud by
13 such official or his representative or board is alleged, provided, however, that any such decision shall
14 be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous
15 as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any
16 appeal proceeding under this Article, CONSULTANT shall be afforded an opportunity to be heard and
17 to offer evidence in support of its appeal.

18 C. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with
19 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
20 CAMM. This Disputes clause does not preclude consideration of questions of law in connection with
21 decisions provided for above. Nothing in this Agreement, however, shall be construed as making final
22 the decision of any AUTHORITY official or representative on a question of law, which questions shall be
23 settled in accordance with the laws of the state of California.

24 **ARTICLE 14. TERMINATION**

25 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or
26 part, by giving CONSULTANT written notice thereof. Upon termination, AUTHORITY shall pay

1 CONSULTANT its allowable costs incurred to date of that portion terminated. Said termination shall be
2 construed in accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal
3 Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to
4 termination for convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said
5 notice shall be given to CONSULTANT in accordance with the provisions of the FAR referenced above
6 and Article 8, herein. Upon receipt of said notification, CONSULTANT agrees to comply with all
7 applicable provisions of the FAR pertaining to termination for convenience.

8 B. AUTHORITY may terminate this Agreement for CONSULTANT's default if a federal or state
9 proceeding for the relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT
10 makes an assignment for the benefit of creditors, or for cause if CONSULTANT fails to perform in
11 accordance with the scope of work or breaches any term(s) or violates any provision(s) of this
12 Agreement and does not cure such breach or violation within ten (10) calendar days after written notice
13 thereof by AUTHORITY. CONSULTANT shall be liable for any and all reasonable costs incurred by
14 AUTHORITY as a result of such default or breach including, but not limited to, reprourement costs of
15 the same or similar services defaulted by CONSULTANT under this Agreement.

16 **ARTICLE 15. INDEMNIFICATION**

17 CONSULTANT shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,
18 employees and agents from and against any and all claims (including attorneys' fees and reasonable
19 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage
20 to or loss of use of property caused by the negligent acts, omissions or willful misconduct by
21 CONSULTANT, its officers, directors, employees, agents, subcontractors or suppliers in connection
22 with or arising out of the performance of this Agreement.

23 **ARTICLE 16. ASSIGNMENTS AND SUBCONTRACTS**

24 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
25 CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be
26 subcontracted by CONSULTANT, without the prior written consent of AUTHORITY. Consent by

1 AUTHORITY shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all
 2 terms and conditions of this Agreement.

3 B. AUTHORITY hereby consents to CONSULTANT's subcontracting portions of the Scope of
 4 Work to the parties identified below for the functions described in CONSULTANT's proposal.
 5 CONSULTANT shall include in the subcontract agreement the stipulation that CONSULTANT, not
 6 AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the
 7 subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors,
 8 employees or sureties for nonpayment by CONSULTANT.

<u>Subcontractor Name/Addresses</u>	<u>Subcontractor Amounts</u>
	.00

11 **ARTICLE 17. ACCESS TO RECORDS AND REPORTS**

12 CONSULTANT shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the
 13 Comptroller General of the United States, or other agents of AUTHORITY, such access to
 14 CONSULTANT's accounting books, records, payroll documents and facilities of the CONSULTANT
 15 which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all
 16 accounting books, records, work data, documents and activities related hereto. CONSULTANT shall
 17 maintain such books, records, data and documents in accordance with generally accepted accounting
 18 principles and shall clearly identify and make such items readily accessible to such parties during
 19 CONSULTANT's performance hereunder and for a period of four (4) years from the date of final
 20 payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this
 21 Agreement shall also extend to all first-tier subcontractors identified in Article 16 of this Agreement.
 22 CONSULTANT shall permit any of the foregoing parties to reproduce documents by any means
 23 whatsoever or to copy excerpts and transcriptions as reasonably necessary.

24 **ARTICLE 18. CONFLICT OF INTEREST**

25 CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict of
 26 interest means that due to other activities, relationships or contracts, the CONSULTANT is unable,

1 or potentially unable to render impartial assistance or advice to the Authority; CONSULTANT's
2 objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired;
3 or the CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully
4 disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the
5 CONSULTANT. CONSULTANT is obligated to fully disclose to the AUTHORITY in writing Conflict of
6 Interest issues as soon as they are known to the CONSULTANT. All disclosures must be submitted
7 in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure requirement is for
8 the entire term of this Agreement.

9 **ARTICLE 19. CODE OF CONDUCT**

10 CONSULTANT agrees to comply with the AUTHORITY's Code of Conduct as it relates to Third-
11 Party contracts which is hereby referenced and by this reference is incorporated herein.
12 CONSULTANT agrees to include these requirements in all of its subcontracts.

13 **ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS**

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

17 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

18 In connection with its performance under this Agreement, CONSULTANT shall not discriminate
19 against any employee or applicant for employment because of race, religion, color, sex, age or national
20 origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that
21 employees are treated during their employment, without regard to their race, religion, color, sex, age or
22 national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,
23 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other
24 forms of compensation; and selection for training, including apprenticeship.

25 **ARTICLE 22. CIVIL RIGHTS ASSURANCE**

26 During the performance of this Agreement, CONSULTANT, for itself, its assignees and

1 successors in interest agree as follows:

2 A. Compliance with Regulations: CONSULTANT shall comply with the Regulations relative to
3 nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter,
4 "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time,
5 (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a
6 part of this Agreement.

7 B. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the
8 Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and
9 retention of subcontractors, including procurements of materials and leases of equipment. The
10 CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by
11 Section 21.5 of the Regulations, including employment practices when the Agreement covers a
12 program set forth in Appendix B of the Regulations.

13 C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all
14 solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be
15 performed under a subcontract, including procurements of materials or leases of equipment, each
16 potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's
17 obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of
18 race, color, or national origin.

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

26 E. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with

1 nondiscrimination provisions of this Agreement, the AUTHORITY shall impose Agreement sanctions as
2 it may determine to be appropriate, including, but not limited to:

3 1. Withholding of payments to the CONSULTANT under the Agreement until the
4 CONSULTANT complies; and/or

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

6 F. Title VI of the Civil Rights Act: In determining the types of property or services to acquire, no
7 person in the United States shall, on the grounds of race, color, or national origin, be excluded from
8 participation in, be denied the benefits of, or otherwise be subjected to discrimination under any
9 program or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of
10 1964, as amended, 42 U.S.C. Sections 2000d *et seq.* and DOT regulations, "Nondiscrimination in
11 Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil
12 Rights Act of 1964," 49 CFR Part 21. In addition, FTA Circular 4702.1, "Title VI and Title VI-Dependent
13 Guidelines for FTA Recipients," 05-13-07, provides FTA guidance and instructions for implementing
14 DOT's Title VI regulations.

15 G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101
16 *et seq.*, prohibits discrimination against qualified individuals with disabilities in all programs, activities,
17 and services of public entities, as well as imposes specific requirements on public and private providers
18 of transportation.

19 H. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (A)
20 through (H) in every subcontract, including procurements of materials and leases of equipment, unless
21 exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such
22 action with respect to any subcontract or procurement as the AUTHORITY may direct as a means of
23 enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event
24 a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier
25 as a result of such direction, the CONSULTANT may request the AUTHORITY to enter into such
26 litigation to protect the interests of the AUTHORITY, and, in addition, the CONSULTANT may request

1 the United States to enter into such litigation to protect the interests of the United States.

2 **ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISES**

3 Race-Neutral DBE Participation

4 **[INTERNAL NOTE: USE THE FOLLOWING LANGUAGE IF CONSULTANT HAS PROPOSED TO UTILIZE DBES IN THE PERFORMANCE OF THE CONTRACT.]**

5 At the time of contract execution, the CONSULTANT committed to utilize
 6 DBE(s) in the performance of this DOT-assisted contract, and further agrees to
 7 ensure that DBE subcontractors listed on the ***“DBE Race-Neutral
 8 Participation Listing”*** perform work and/or supply materials in accordance
 9 with original commitments, unless otherwise directed and/or approved by the
 Authority prior to the CONSULTANT effectuating any changes to its race-
 neutral DBE participation commitment(s) (*Refer to Subsection H: “Performance
 of DBE Subcontractors”*).

10 **[INTERNAL NOTE: USE THE FOLLOWING LANGUAGE IF CONSULTANT HAS NOT PROPOSED TO UTILIZE DBES IN THE PERFORMANCE OF THE CONTRACT.]**

11 At the time of contract execution, the CONSULTANT did not commit to utilize
 12 DBE(s) in the performance of this DOT-assisted contract. However, in the
 13 event DBE(s) are utilized in the performance of this contract, the
 14 CONSULTANT shall comply with reporting requirements delineated under
*Section E: “Race-Neutral DBE Submission and Ongoing Reporting
 Requirements (Post-Award)”*.

15 A. In accordance with federal financial assistance agreements with the U.S. Department of
 16 Transportation (U.S. DOT), the Orange County Transportation Authority (AUTHORITY) has adopted a
 17 Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part
 18 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs”.
 19 The project is subject to these stipulated regulations. In order to ensure that the Authority achieves its
 20 overall DBE Program goals and objectives, the Authority encourages the participation of DBEs as
 21 defined in 49 CFR 26 in the performance of contracts financed in whole or in part with U.S. DOT funds.
 22 Pursuant to the intent of these Regulations, it is also the policy of the Authority to:

- 23 1. Fulfill the spirit and intent of the Federal DBE Program regulations published under U.S.
 24 DOT Title 49 CFR, Part 26, by ensuring that DBEs have equitable access to participate in all of
 25 Authority’s DOT-assisted contracting opportunities.
 26

1 2. Ensure that DBEs can fairly compete for and perform on all DOT-assisted contracts and
2 subcontracts.

3 3. Ensure non-discrimination in the award and administration of AUTHORITY's DOT-
4 assisted contracts.

5 4. Create a level playing field on which DBEs can compete fairly for DOT-assisted
6 contracts.

7 5. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted
8 to participate as DBEs.

9 6. Help remove barriers to the participation of DBEs in DOT-assisted contracts.

10 7. Assist in the development of firms that can compete successfully in the marketplace
11 outside the DBE Program.

12 B. CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex
13 in the award and performance of subcontracts. Any terms used in this section that are defined in 49
14 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In
15 the event of any conflicts or inconsistencies between the Regulations and the Authority's DBE Program
16 with respect to DOT-assisted contracts, the Regulations shall prevail.

17 C. AUTHORITY's New Race-Neutral DBE Policy Implementation Directives: Pursuant to
18 recently released Race-Neutral DBE policy directives issued by the U.S. DOT in response to the
19 Ninth Circuit U.S. Court of Appeals decision in *Western States Paving Co. v. Washington State*
20 *Department of Transportation*, the Authority has implemented a wholly Race-Neutral DBE Program.
21 A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms.
22 Therefore, under a Race-Neutral DBE Program, AUTHORITY does not establish numeric race-
23 conscious DBE participation goals on its DOT-assisted contracts. CONSULTANT shall not be
24 required to achieve a specific level of DBE participation as a condition of contract compliance in the
25 performance of this DOT-assisted contract. However, CONSULTANT shall adhere to race-neutral
26 DBE participation commitment(s) made at the time of contract award.

1 D. Definitions: The following definitions apply to the terms as used in these provisions:

2 1. "Disadvantaged Business Enterprise (DBE)" means a small business concern: (a) which
3 is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in
4 the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or
5 more socially and economically disadvantaged individuals; and (b) whose management and daily
6 business operations are controlled by one or more of the socially and economically disadvantaged
7 individuals who own it.

8 2. "Small Business Concern" means a small business as defined pursuant to Section 3 of
9 the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small
10 business concern shall not include any concern or group of concerns controlled by the same socially
11 and economically disadvantaged individual or individuals which has annual average gross receipts in
12 excess of \$19.57 million over the previous three fiscal years.

13 3. "Socially and Economically Disadvantaged Individuals" means those individuals who are
14 citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans,
15 Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women
16 and any other minorities or individuals found to be disadvantaged by the Small Business Administration
17 pursuant to Section 8(a) of the Small Business Act, or by the Authority pursuant to 49 CFR part 26.65.
18 Members of the following groups are presumed to be socially and economically disadvantaged:

19 a. "Black Americans," which includes persons having origins in any of the Black racial
20 groups of Africa;

21 b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban,
22 Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

23 c. "Native Americans," which includes persons who are American Indians, Eskimos,
24 Aleuts, or Native Hawaiians;

1 d. "Asian-Pacific Americans," which includes persons whose origins are from Japan,
2 China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust
3 Territories of the Pacific, and the Northern Marianas;

4 e. "Asian-Indian Americans," which includes persons whose origins are from India,
5 Pakistan, and Bangladesh; and

6 f. Women, regardless of ethnicity or race.

7 4. "Owned and Controlled" means a business: (a) which is at least 51 percent owned by
8 one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned
9 business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically
10 Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled
11 by one or more such individuals.

12 5. "Manufacturer" means a firm that operates or maintains a factory or establishment that
13 produces on the premises the materials or supplies obtained by the CONSULTANT.

14 6. "Regular Dealer" means a firm that owns, operates or maintains a store, warehouse, or
15 other establishment in which the materials or supplies required for the performance of the contract are
16 bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must
17 engage in, as its principal business, and in its own name, the purchase and sale of the product in
18 question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products
19 need not keep such products in stock if it owns or operates distribution equipment.

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

24 a. Social Disadvantage: The individual's social disadvantage must stem from his/her
25 color, national origin, gender, physical handicap, long-term residence in an environment isolated from
26 the mainstream of American society, or other similar cause beyond the individual's control.

1 i. The individual must demonstrate that he/she has personally suffered social
2 disadvantage.

3 ii. The individual's social disadvantage must be rooted in treatment, which he/she
4 has experienced in American society, not in other countries.

5 iii. The individual's social disadvantage must be chronic, longstanding and
6 substantial, not fleeting or insignificant.

7 iv. The individual's social disadvantage must have negatively affected his/her
8 entry into and/or advancement in the business world.

9 v. A determination of social disadvantage must be made before proceeding to
10 make a determination of economic disadvantage.

11 b. Economic Disadvantage

12 i. The individual's ability to compete in the free enterprise system has been
13 impaired due to diminished capital and credit opportunities, as compared to others in the same line of
14 business and competitive market area that are not socially disadvantaged.

15 ii. The following criteria will be considered when determining the degree of
16 diminished credit and capital opportunities of a person claiming social and economic disadvantage:

17 With respect to the individual:

- 18 • availability of financing
- 19 • bonding capability
- 20 • availability of outside equity capital
- 21 • available markets

22 With respect to the individual and the business concern:

- 23 • personal and business assets
- 24 • personal and business net worth
- 25 • personal and business income and profits

26 E. Race-Neutral DBE Submission and Ongoing Reporting Requirements (Post-Award)

1 CONSULTANT shall complete and submit the following DBE exhibits (forms) at the times specified:
2 “Monthly Race-Neutral DBE Subcontractors Paid Report Summary and Payment Verification” (Form
3 103). If CONSULTANT is a DBE firm and/or has proposed to utilize DBE firms, CONSULTANT will
4 be required to complete and submit a Form 103 to AUTHORITY by the 10th of each month until
5 completion of the contract to facilitate reporting of race-neutral DBE participation, following the first
6 month of contract activity. CONSULTANT shall report the total dollar value paid to DBEs for the
7 applicable reporting period. CONSULTANT shall also report the DBE’s scope of work and the total
8 subcontract value of commitment for each DBE reported. CONSULTANT is advised not to report
9 the participation of DBEs toward CONSULTANT’s race-neutral DBE attainment until the amount
10 being counted has been paid to the DBE. Upon completion of the contract, CONSULTANT will be
11 required to prepare and submit to the Authority a “Race-Neutral DBE Subcontractors Paid Report
12 Summary and Payment Verification” (Form 103) clearly marked “Final” to facilitate reporting and
13 capturing actual DBE race-neutral attainments. CONSULTANT shall complete and submit a Final
14 Form 103 whether or not DBEs were utilized in the performance of the contract.

15 F. DBE Eligibility and Commercially Useful Function Standards : A DBE must be a small
16 business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant
17 regulations promulgated pursuant thereto. A DBE may participate as a prime contractor, subcontractor,
18 joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking
19 company. A DBE joint venture partner must be responsible for specific contract items of work, or clearly
20 defined portions thereof. Responsibility means actually performing, managing and supervising the work
21 with its own forces. The DBE joint venture partner must share in the capital contribution, control,
22 management, risks and profits of the joint venture commensurate with its ownership interest. A DBE
23 must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., must be
24 responsible for the execution of a distinct element of the work and must carry out its responsibility by
25 actually performing, managing and supervising the work). A DBE should perform at least thirty percent
26 (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially

1 useful function. DBEs must be certified by the California Unified Certification Program (CUCP). Listings
 2 of DBEs certified by the CUCP are available from the following sources: The CUCP web site, which can
 3 be accessed at <http://www.californiaucp.com>; or the Caltrans "Civil Rights" web site at
 4 <http://www.dot.ca.gov/hq/bep>. The CUCP DBE Directory, which may be obtained from the Department
 5 of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive,
 6 Sacramento, California 95815; Telephone: (916) 445-3520.

7 G. DBE Crediting Provisions : When a DBE is proposed to participate in the contract, either
 8 as a prime CONSULTANT or Subcontractor, only the value of the work proposed to be performed by
 9 the DBE with its own forces may be counted towards race-neutral DBE participation. If CONSULTANT
 10 is a DBE joint venture participant, only the DBE proportionate interest in the joint venture shall be
 11 counted. If a DBE intends to subcontract part of the work of its subcontract to a lower tier
 12 Subcontractor, the value of the subcontracted work may be counted toward race-neutral DBE
 13 participation only if the DBE Subcontractor is a certified DBE and actually performs the work with their
 14 own forces. Services subcontracted to a non-DBE firm may not be credited toward the prime
 15 Contractor's race-neutral DBE attainment. CONSULTANT is to calculate and credit participation by
 16 eligible DBE vendors of equipment, materials, and suppliers toward race-neutral DBE attainment, as
 17 follows: Sixty percent (60%) of expenditure(s) for equipment, materials and supplies required under the
 18 Contract, obtained from a regular dealer; or One hundred percent (100%) of expenditure(s) for
 19 equipment, materials and supplies required under the Contract, obtained from a DBE manufacturer.
 20 The following types of fees or commissions paid to DBE Subcontractors, Brokers, and Packagers may
 21 be credited toward the prime CONSULTANT's race-neutral DBE attainment, provided that the fee or
 22 commission is reasonable, and not excessive, as compared with fees or commissions customarily
 23 allowed for similar work, including: Fees and commissions charged for providing bona fide professional
 24 or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies
 25 required in the performance of the Contract; Fees charged for delivery of material and supplies
 26 (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery

1 service is not also the manufacturer of, or a regular dealer in, the material and supplies; Fees and
2 commissions charged for providing any insurance specifically required in the performance of the
3 Contract. CONSULTANT may count the participation of DBE trucking companies toward race-neutral
4 DBE attainment, as follows: The DBE must be responsible for the management and supervision of the
5 entire trucking operation for which it is responsible on a particular contract. The DBE must itself own
6 and operate at least one fully licensed, insured, and operational truck used on the Contract. The DBE
7 receives credit for the total value of the transportation services it provides on the contract using trucks it
8 owns, insures, and operates using drivers it employs. The DBE may lease trucks from another DBE
9 firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another
10 DBE receives credit for the total value of the transportation services the lessee DBE provides on the
11 contract. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE
12 who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a
13 result of the lease arrangement. The DBE does not receive credit for the total value of the
14 transportation services provided by the lessee, since these services are not provided by a DBE. For
15 purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over
16 the truck. This does not preclude the leased truck from working for others during the term of the lease
17 with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased
18 truck. Leased trucks must display the name and identification number of the DBE. If CONSULTANT
19 listed a non-certified DBE 1st tier subcontractor to perform work on this contract, and the non-certified
20 DBE subcontractor subcontracts a part of its work or purchases materials and/or supplies from a lower
21 tier DBE certified Subcontractor or Vendor, the value of work performed by the lower tier DBE firm's
22 own forces can be counted toward race-neutral DBE participation on the contract.

23 H. Performance of DBE Subcontractors: DBE subcontractors listed by CONSULTANT in its
24 "DBE Race-Neutral Participation Listing" submitted at the time of proposal submittal shall perform the
25 work and supply the materials for which they are listed, unless the CONSULTANT has received prior
26 written authorization from the Authority to perform the work with other forces or to obtain the materials

1 from other sources. CONSULTANT shall provide written notification to the AUTHORITY in a timely
2 manner of any changes to its anticipated DBE participation. This notice should be provided prior to the
3 commencement of that portion of the work.

4 I. Additional DBE Subcontractors: In the event CONSULTANT identifies additional DBE
5 subcontractors or suppliers not previously identified by CONSULTANT for race-neutral DBE
6 participation under the contract, CONSULTANT shall notify the Authority by submitting Exhibit
7 [INSERT FORM REF. NO.]: "Request for Additional DBE Firm" to enable CONSULTANT to capture
8 all race-neutral DBE participation. CONSULTANT shall also submit, for each DBE identified after
9 contract execution, a written confirmation from the DBE acknowledging that it is participating in the
10 contract for a specified value, including the corresponding scope of work (a subcontract agreement
11 can serve in lieu of the written confirmation).

12 J. DBE Certification Status: If a listed DBE subcontractor is decertified during the life of
13 the project, the decertified subcontractor shall notify CONSULTANT in writing with the date of
14 decertification. If a non-DBE subcontractor becomes a certified DBE during the life of the project,
15 the DBE subcontractor shall notify CONSULTANT in writing with the date of certification.
16 CONSULTANT shall furnish the written documentation to AUTHORITY in a timely manner.

17 K. CONSULTANT's Assurance Clause Regarding Non-Discrimination: In compliance
18 with State and Federal anti-discrimination laws, CONSULTANT shall affirm that they will not exclude
19 or discriminate on the basis of race, color, national origin, or sex in consideration of contract award
20 opportunities. Further, CONSULTANT shall affirm that they will consider, and utilize subcontractors
21 and vendors, in a manner consistent with non-discrimination objectives.

22 **ARTICLE 24. PROHIBITED INTERESTS**

23 A. CONSULTANT covenants that, for the term of this Agreement, no director, member, officer
24 or employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter, shall have any
25 interest, direct or indirect, in this Agreement or the proceeds thereof.

26 B. No member of or delegate to, the Congress of the United States shall have any interest,

1 direct or indirect, in this Agreement or to the benefits thereof.

2 **ARTICLE 25. OWNERSHIP OF REPORTS AND DOCUMENTS**

3 A. The originals of all letters, documents, reports and other products and data produced under
4 this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made
5 for CONSULTANT's records but shall not be furnished to others without written authorization from
6 AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein
7 shall be retained by AUTHORITY.

8 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
9 descriptions, and all other written information submitted to CONSULTANT in connection with the
10 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any
11 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected
12 with the performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding
13 such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or is
14 or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall
15 not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project
16 in any professional publication, magazine, trade paper, newspaper, seminar or other medium without
17 the express written consent of AUTHORITY.

18 C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be
19 released by CONSULTANT to any other person or agency except after prior written approval by
20 AUTHORITY, except as necessary for the performance of services under this Agreement. All press
21 releases, including graphic display information to be published in newspapers, magazines, etc., are to
22 be handled only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.

23 **ARTICLE 26. PATENT AND COPYRIGHT INFRINGEMENT**

24 A. In lieu of any other warranty by AUTHORITY or CONSULTANT against patent or copyright
25 infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any
26 claim or suit against AUTHORITY on account of any allegation that any item furnished under this

1 Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes
2 upon any presently existing U. S. letters patent or copyright and CONSULTANT shall pay all costs and
3 damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in
4 writing of the suit or claim and given authority, information and assistance at CONSULTANT's expense
5 for the defense of same. However, CONSULTANT will not indemnify AUTHORITY if the suit or claim
6 results from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form
7 infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in
8 combination with other material not provided by CONSULTANT when such use in combination infringes
9 upon an existing U.S. letters patent or copyright.

10 B. CONSULTANT shall have sole control of the defense of any such claim or suit and all
11 negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify AUTHORITY
12 under any settlement made without CONSULTANT's consent or in the event AUTHORITY fails to
13 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at
14 CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim,
15 CONSULTANT, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell
16 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and
17 copyright indemnity thereto.

18 **ARTICLE 27. FINISHED AND PRELIMINARY DATA**

19 A. All of CONSULTANT's finished technical data, including but not limited to illustrations,
20 photographs, tapes, software, software design documents, including without limitation source code,
21 binary code, all media, technical documentation and user documentation, photoprints and other graphic
22 information required to be furnished under this Agreement, shall be AUTHORITY's property upon
23 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary
24 restriction except as elsewhere authorized in this Agreement. CONSULTANT further agrees that it
25 shall have no interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said
26 data is subject to the provisions of the Freedom of Information Act, 5 USC 552.

1 B. It is expressly understood that any title to preliminary technical data is not passed to
2 AUTHORITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations,
3 software design documents, layouts and comprehensives prepared by CONSULTANT solely for the
4 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given
5 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to
6 AUTHORITY if CONSULTANT causes AUTHORITY to exercise Article 12, and a price shall be
7 negotiated for all preliminary data.

8 **ARTICLE 28. FORCE MAJEURE**

9 Either party shall be excused from performing its obligations under this Agreement during the
10 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its
11 control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material,
12 products, plants or facilities by the federal, state or local government; national fuel shortage; or a
13 material act or omission by the other party; when satisfactory evidence of such cause is presented to
14 the other party; and provided further that such nonperformance is unforeseeable, beyond the control
15 and is not due to the fault or negligence of the party not performing.

16 **ARTICLE 29. PRIVACY ACT**

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

24 **ARTICLE 30. INCORPORATION OF FTA TERMS**

25 All contractual provisions required by Department of Transportation (DOT), whether or not
26 expressly set forth in this document, as set forth in Federal Transit Administration (FTA) Circular

1 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein
2 notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other
3 provisions contained in this Agreement. CONSULTANT shall not perform any act, fail to perform any
4 act, or refuse to comply with any requests, which would cause AUTHORITY to be in violation of the
5 FTA terms and conditions.

6 **ARTICLE 31. FEDERAL CHANGES**

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

11 **ARTICLE 32. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

12 AUTHORITY and CONSULTANT acknowledge and agree that, notwithstanding any
13 concurrence by the Federal Government in or approval of the solicitation or award of the underlying
14 Agreement, absent the express written consent by the Federal Government, the Federal Government is
15 not a party to this Agreement and shall not be subject to any obligations or liabilities to the
16 AUTHORITY, CONSULTANT, or any other party (whether or not a party to this Agreement) pertaining
17 to any matter resulting from the underlying Agreement. CONSULTANT agrees to include these
18 requirements in all of its subcontracts.

19 **ARTICLE 33. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND**
20 **RELATED ACTS**

21 A. CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act
22 of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil
23 Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing this
24 Agreement, CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has
25 made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement of the FTA
26 assisted project for which this Agreement's work is being performed. CONSULTANT also

1 acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement,
2 submission, or certification, the Federal Government reserves the right to impose penalties of the
3 Program Fraud Civil Remedies Act of 1986 on the CONSULTANT to the extent the Federal
4 Government deems appropriate.

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

12 **ARTICLE 34. RECYCLED PRODUCTS**

13 CONSULTANT shall comply with all the requirements of Section 6002 of the Resource
14 Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the
15 regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the
16 procurement of the items designated in subpart B of 40 CFR Part 247. CONSULTANT agrees to
17 include this requirement in all of its subcontracts.

18 **ARTICLE 35. ENERGY CONSERVATION REQUIREMENTS**

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

22 **ARTICLE 36. CLEAN AIR**

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

1 subcontracts.

2 **ARTICLE 37. CLEAN WATER REQUIREMENTS**

3 CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant
4 to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT shall
5 report each violation to AUTHORITY and understands and agrees that the AUTHORITY who will in
6 turn, report each violation as required to assure notification to FTA and appropriate EPA Regional
7 Office. CONSULTANT agrees to include this requirement in all of its subcontracts.

8 **ARTICLE 38. FLY AMERICA REQUIREMENT**

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

19 **ARTICLE 39. DEBARMENT AND SUSPENSION**

20 This contract is a covered transaction for purposes of 49 CFR Part 29. As such, CONSULTANT
21 is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates,
22 as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

23 CONSULTANT is required to comply with 49 CFR 29, Subpart C and must include the
24 requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

25 /

26 /

This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-2-2095 to be executed on the date first above written.

CONSULTANT

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____

By _____

Carolina Coppolo
Manager, Contracts and Procurement

APPROVED AS TO FORM:

By _____

Kennard R. Smart, Jr.
General Counsel

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EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact Name:	Phone:
Project Award Date:	Original Contract Value:
Term of Contract:	
1) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	
3) Reason for termination	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Name

Date

Title

**EXHIBIT E: DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM AND
FORMS**

RACE-NEUTRAL SOLICITATION PROVISIONS

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION PROVISIONS

A. DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), the Orange County Transportation Authority (Authority) has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs".

This DOT-assisted project is subject to these stipulated regulations. In order to ensure that the Authority achieves its overall DBE Program goals and objectives, the Authority encourages the participation of small businesses, including DBEs as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of the Authority to:

- Fulfill the spirit and intent of the Federal DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have equitable access to participate in all of Authority's DOT-assisted contracting opportunities.
- Ensure that DBEs can fairly compete for and perform on all DOT-assisted contracts and subcontracts.
- Ensure non-discrimination in the award and administration of Authority's DOT-assisted contracts.
- Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
- Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
- Help remove barriers to the participation of DBEs in DOT-assisted contracts.
- Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

Bidders shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Any terms used in this section that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the Authority's DBE Program with respect to DOT-assisted contracts, the Regulations shall prevail.

B. Authority's New Race-Neutral DBE Policy Implementation Directives

Pursuant to recently released Race-Neutral DBE policy directives issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in *Western States Paving Co. v. Washington State Department of Transportation*, **the Authority has implemented a wholly Race-Neutral DBE Program.**

A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. A Race-Neutral Program utilizes measures that can assist a wide variety of small businesses including DBEs, such as arranging solicitations, times for the presentation of proposals, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime Consultants to subcontract portions of work that they might, otherwise, perform with their own forces). However, under a Race-Neutral DBE Program, the Authority may no longer advertise DOT-assisted contracts containing numeric race-conscious goals or require an Bidder to utilize DBEs as a condition of award. Race-neutral DBE participation includes any time a DBE obtains a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal.

C. Definitions

The following definitions apply to the terms as used in these provisions:

- i. ***"Disadvantaged Business Enterprise (DBE)"*** means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- ii. ***"Small Business Concern"*** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business concern shall not include any

- concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$19.57 million over the previous three fiscal years.
- iii. **"Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, or by the Authority pursuant to 49 CFR part 26.65. Members of the following groups are presumed to be socially and economically disadvantaged:
- a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - c. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
 - e. "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh; and
 - f. Women, regardless of ethnicity or race.
- iv. **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.
- v. **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Consultant.
- vi. **"Regular Dealer"** means a firm that owns, operates or maintains a store,

warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

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

a. Social Disadvantage

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

b. Economic Disadvantage

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

With respect to the individual:

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

With respect to the individual and the business concern:

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

D. DBE Proposal Submission Requirements

1. “DBE Race-Neutral Participation Listing” (Exhibit E-2)

If the Bidder is a DBE or intends to utilize DBE subconsultants and/or purchase goods or services from DBE vendors or DBE suppliers in the performance of this contract, the Bidder shall provide the following information for every DBE firm who will be proposed and/or listed to participate to facilitate capturing race-neutral DBE participation under this contract:

- a. The complete name and address of each DBE who will participate in the contract;
- b. A description of the work that each DBE will perform or provide;
- c. The dollar amount of the work to be performed or provided by the DBE;
- d. Valid DBE Certification eligibility status, in conformance with 49 CFR, Part 26;
- e. The Bidder shall also submit, for each DBE to perform under this contract, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

The “DBE Race-Neutral Participation Listing” information must be submitted on Exhibit E-2, in a sealed envelope, and should be included with the proposal submittal; however, in the event that the referenced Exhibit is not included, the Exhibit shall be submitted to the Authority no later than 48 hours following proposal submission due date and timeline for the Bidder to be deemed responsive.

In the event that the Bidder is not a DBE and/or does not intend to utilize DBEs in the performance of this contract, the Bidder shall indicate “None” under the column entitled “DBE Firm Name” of the “DBE Race-Neutral Participation Listing” (Exhibit E-2) and submit accordingly.

The “DBE Race-Neutral Participation Listing” form content will not be considered in evaluating the proposal or determining award of any

contract.

2. “Bidders List” (Exhibit E-3)

The U.S. Department of Transportation (DOT) requires the Authority to create and maintain a “Bidders List” containing information about all firms (DBE and non-DBE) that bid, propose or quote on the Authority’s DOT-assisted contracts, in accordance with 49 CFR Part 26.11, for use in the Authority’s overall annual DBE goal-setting process. Therefore, the Bidder shall provide the requested information for every firm who submitted a bid, proposal or quote, including the primary Bidder, whether successful or unsuccessful in their attempt to obtain a contract:

- a. Firm name;
- b. Firm address;
- c. Firm’s status as a DBE or non-DBE;
- d. Age of the firm;
- e. Type of services provided by the firm; and
- f. Range of annual gross receipts for the last year.

The “Bidders List” information must be submitted on **Exhibit E-3** and should be included with the proposal submittal; however, in the event that the referenced Exhibit is not included, the Exhibit shall be submitted to the Authority no later than 48 hours following proposal submission due date and timeline for the Bidder to be deemed responsive.

The “Bidders List” content will not be considered in evaluating the proposal or determining award of any contract.

E. DBE Certification

The Authority requires all DBEs listed by Bidder for participation to be certified as eligible DBEs at the time of proposal submission. Only participation by DBEs certified under the DOT regulations published under 49 CFR Part 26 may be credited towards race-neutral DBE participation. It is the responsibility of the Bidder to verify the DBE certification status of all listed DBEs.

The Authority is a Certifying Member Agency of the California Unified Certification Program (UCP). The Authority will accept DBE certification from other certifying member agencies of the UCP, which certify the eligibility of DBEs in accordance with 49 CFR Part 26.81. A listing of California UCP certifying member agencies is available from the UCP website, which can be accessed at <http://www.californiaucp.com>.

F. DBE Eligibility and Commercially Useful Function Standards

- i. A DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- ii. A DBE may participate as a prime consultant, subconsultant, joint venture partner with a prime or subconsultant, vendor of material or supplies, or as a trucking company.
- iii. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- iv. A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.
- v. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
 - a. The CUCP web site, which can be accessed at <http://www.californiaucp.com>; or the Caltrans "Civil Rights" web site at <http://www.dot.ca.gov/hq/bep>.
 - b. The CUCP DBE Directory, which may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815; Telephone: (916) 445-3520.

G. DBE Crediting Provisions

- i. When a DBE is proposed to participate in the contract, either as a prime Consultant or Subconsultant, only the value of the work proposed to be performed by the DBE with its own forces may be counted towards race-neutral DBE participation. If the Consultant is a DBE joint venture participant, only the DBE proportionate interest in the joint venture shall be counted.
- ii. If a DBE intends to subcontract part of the work of its subcontract to a lower

- tier Subconsultant, the value of the subcontracted work may be counted toward race-neutral DBE participation only if the DBE Subconsultant is a certified DBE and actually performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the prime Consultant's race-neutral DBE attainment.
- iii. Consultant is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward race-neutral DBE attainment, as follows:
 - a. Sixty percent (60%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a regular dealer; or
 - b. One hundred percent (100%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a DBE manufacturer.
 - iv. The following types of fees or commissions paid to DBE Subconsultants, Brokers, and Packagers may be credited toward the prime Consultant's race-neutral DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including:
 - a. Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Contract;
 - b. Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
 - c. Fees and commissions charged for providing any insurance specifically required in the performance of the Contract.
 - v. Consultant may count the participation of DBE trucking companies toward race-neutral DBE attainment, as follows:
 - a. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
 - b. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - c. The DBE receives credit for the total value of the transportation

services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

- d. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - e. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
 - f. For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- vi. If the Consultant listed a non-certified DBE 1st tier Subconsultant to perform work on this contract, and the non-certified DBE subconsultant subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subconsultant or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward race-neutral DBE participation on the contract.

H. DBE "Frauds" and "Fronts"

Only legitimate DBEs are eligible to participate as DBEs in DOT-assisted contracts. Therefore, Bidders are hereby cautioned against knowingly and willfully using "fronts". The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse or mismanagement of Federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline: (800) 424-9071; or to the following field office: FTA Special Agent-in-Charge, 210 Mission Street, Room 2210, San Francisco, CA 94105-1839; Telephone: (415) 744-3133; Fax: (415) 744-2726.

DBE RACE-NEUTRAL PARTICIPATION LISTING

Bidder/Offeror shall complete and submit **Exhibit E-2: “DBE Race-Neutral Participation Listing”** in a **sealed envelope** with the bid/proposal, but no later than 48 hours following bid opening or proposal due date and timeline. (NOTE: In the event of no race-neutral DBE participation, Bidder/Offeror shall mark “None” under the column entitled “DBE Firm Name”.) The Bidder/Offeror shall refer to “DBE Crediting Provisions” for guidelines relative to DBE participation crediting. (Additional sheets may be duplicated as necessary.)

The DBE information and content provided under Exhibit E-2: “DBE Race-Neutral Participation Listing” will not be considered in evaluating the bid/proposal or determining award of any contract.

DBE Firm Name*:	DBE Certification No. and Expiration Date:	Provide Complete Description of Work to be Performed: _____ _____ _____		
Business Address:		Check Appropriate Box Describing Subcontractor/Supplier Activity:		
Contact Person:		Subcontractor (100%)	Supplier (60%)	
Telephone:	E-mail:	Regular Dealer (60%)	Broker	
License No., Classification and Expiration:		Manufacturer (100%)	Trucker	
Subcontract Amount:				

*DBE certification letter must be attached for each listed DBE firm. DBEs must be certified on the date bids/proposals are opened.

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EXHIBIT E-2**

DBE Firm Name*:	DBE Certification No. and Expiration Date:	Provide Complete Description of Work to be Performed: _____ _____ _____ _____		
Business Address:		Check Appropriate Box Describing Subcontractor/Supplier Activity:		
Contact Person:		Subcontractor (100%)	Supplier (60%)	
Telephone:	Fax:	Regular Dealer (60%)	Broker	
License No., Classification and Expiration:		Manufacturer (100%)	Trucker	
Subcontract Amount:				

*DBE certification letter must be attached for each listed DBE firm. DBEs must be certified on the date bids/proposals are opened.

DBE Firm Name*:	DBE Certification No. and Expiration Date:	Provide Complete Description of Work to be Performed: _____ _____ _____ _____		
Business Address:		Check Appropriate Box Describing Subcontractor/Supplier Activity:		
Contact Person:		Subcontractor (100%)	Supplier (60%)	
Telephone:	Fax:	Regular Dealer (60%)	Broker	
License No., Classification and Expiration:		Manufacturer (100%)	Trucker	
Subcontract Amount:				

*DBE certification letter must be attached for each listed DBE firm. DBEs must be certified on the date bids/proposals are opened.

BIDDERS LIST

Bidder/Offeror: _____ **IFB/RFP No.:** 2-2095

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

The Bidder/Offeror is to complete all requested information on **Exhibit E-3: Bidders List** for themselves and all subcontractors, and submit this information at the time of bid submission. However, if not elected to do so at the time of bid submission, Bidders/Offerors must submit such information at the request of the Authority within the prescribed timeline set forth in the solicitation. The AUTHORITY will utilize this information to assist in the AUTHORITY's overall annual DBE goal-setting process. **The Bidders List content will not be considered in evaluating the bid/proposal or determining award of any contract.**

Prime Bidder's/Offeror's Information	
Name of Prime's Firm:	Phone: ()
Firm Address:	Fax: ()
	Email:
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for your firm's annual gross receipts last year.
DBE Certification Eligibility: <input type="checkbox"/> African American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Woman <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

Provide the following information for every subcontractor (DBE and non-DBE) included in this bid, proposal or quote.	
Name of Sub's Firm:	Phone: ()
Firm Address:	Fax: ()
	Email:
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for your firm's annual gross receipts last year.
DBE Certification Eligibility: <input type="checkbox"/> African American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Woman <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

Provide the following information for every subcontractor (DBE and non-DBE) included in this bid, proposal or quote.	
Name of Sub's Firm:	Phone: ()
Firm Address:	Fax: ()
	Email:
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for your firm's annual gross receipts last year.
DBE Certification Eligibility: <input type="checkbox"/> African American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Woman <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

Provide the following information for every subcontractor (DBE and non-DBE) included in this bid, proposal or quote.	
Name of Sub's Firm:	Phone: ()
Firm Address:	Fax: ()
	Email:
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for your firm's annual gross receipts last year.
DBE Certification Eligibility: <input type="checkbox"/> African American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Woman <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

If necessary, this Bidders List form can be duplicated to include all firms (DBE and non-DBE) that have submitted a bid, proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract.

Failure of the Bidder/Offeror to submit this required Bidders List form will deem the bidder non-responsive.

EXHIBIT F: RESTRICTIONS ON LOBBYING

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

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

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

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

Executed this _____ day of _____, 2013

By _____
(Signature of authorized official)

(Title of authorized official)

CERTIFICATION
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

A. DEFINITIONS

B. AUTHORITY, AS USED IN THIS CLAUSE, MEANS THE ORANGE COUNTY TRANSPORTATION AUTHORITY, ACTING ON BEHALF OF THE ORANGE COUNTY TRANSIT DISTRICT.

1. Covered Federal action, as used in this clause, means any of the following Federal actions:
The awarding of any Federal contract.
 - a. The making of any Federal grant.
 - b. The making of any Federal loan.
 - c. The entering into of any cooperative agreement.
 - d. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 4 of the Indian self-determination and Education Assistance Act (25 U.S.C. 4508) and include Alaskan Natives.
3. Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
4. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or other were recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
5. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
 - (1) An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.
 - (2) A member of the uniformed services, as defined in the

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

- (3) A special Government employee, as defined in Section 202, Title 18, United States Code.
 - (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix 2.
6. Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 7. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
 8. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
 9. Recipient, as used in this clause, includes the CONSULTANT and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 10. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
 11. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

C. PROHIBITIONS

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

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

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

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

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

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

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

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

b. Professional and technical services

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

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

Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in

the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include contractors and trade associations.

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

- (4) Only those services expressly authorized by paragraph B.3.a.(1) and (2) of this clause are permitted under this clause.
- (5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

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

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

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

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

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

(3) The consultant shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until

received by the prime CONSULTANT. The prime CONSULTANT shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding CONSULTANT.

d. Agreement

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

e. Penalties

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

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

f. Cost Allowability:

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

**INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING
ACTIVITIES**

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

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EXHIBIT G: SAFETY SPECIFICATIONS

EXHIBIT G
LEVEL 1 SAFETY SPECIFICATIONS

GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Consultants, its sub-tier Consultants, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) policies, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Consultants or its sub-tier contractors may be cause for termination of scope, contracts, or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during the course of this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted for all Consultant personnel, sub-tier Consultants, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Consultant shall ensure that all Consultant vehicles, including those of its sub-tier Consultants, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, each Consultant is encouraged to exceed minimum requirements. When the Consultant safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of public and workers.

G. INJURY AND ILLNESS PREVENTION PLAN

The Contractor shall submit to the Authority, a copy of their company Injury and Illness Prevention Plan (IIPP) in accordance with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors.

H. Policy or Certification of Compliance of Company's Substance Abuse Prevention Policy.

1.2 HAZARD COMMUNICATION

A. Consultant shall comply with CCR Title 8, Section 5194, Hazard Communication Standard. Prior to use on Authority property and/or project work areas Consultant shall provide the Authority Project Manager copies of MSDS for all chemical products used if any.

B. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

A. The Authority shall be promptly notified of any of the following types of incidents:

1. Damage to Authority property (or incidents involving third party property damage);
2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
3. Incidents impacting the environment, i.e. spills or releases on Authority property.

B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An initial written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.

C. A final written incident investigative report shall be submitted within seven (7) calendar days, and include the following information. The current status of anyone injured, photos of the incident area, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

1.4 PERSONAL PROTECTIVE EQUIPMENT

A. The Consultant, its sub-tier Consultants, suppliers, and employees are required to comply with the Authority's personal protective equipment (PPE) policy while performing work at any Authority facility, i.e. eye protection policy, hearing protection policy, head protection, safety vests, Work Shoe Policy.

- B. The Consultant, its sub-tier Consultants, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.5 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. OCTA Construction Management Procedures Manual
- E. OCTA Yard Safety Rules
- F. OCTA Emergency Response Guide
- G. OCTA Weekly Safety Briefings

END OF SECTION