

DRAFT REQUEST FOR PROPOSALS (RFP) 7-1546

VANPOOL SERVICE PROVIDERS



ORANGE COUNTY TRANSPORTATION AUTHORITY

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

(714) 560-6282

Key RFP Dates

Issue Date:	February 13, 2017
Pre-Proposal Conference Date:	February 21, 2017
Question Submittal Date:	February 23, 2017
Proposal Submittal Date:	March 13, 2017
Interview Date:	March 28, 2017

FEDERAL TRANSIT ADMINISTRATION FUNDED PROJECT

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February 13, 2017

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 7-1546: “VANPOOL SERVICE PROVIDERS”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified **firms to provide subsidized commuter vanpool services and Measure M2 Project V Station Van program services on behalf of the Authority.** The budget for the five-year initial term is \$14,400,000.

Although the Authority has not established a contract-specific Disadvantaged Business Enterprise (DBE) goal for this procurement, all bidders are encouraged to take all reasonable steps to obtain DBE participation and ensure that DBEs can fairly compete for and perform on all Authority's Department of Transportation (DOT)-assisted contracts and subcontracts as set forth in Part 26, Title 49 CRF.

Proposals must be received in the Authority's office at or before 2:00 p.m. on March 13, 2017.

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, (Lobby Receptionist)
Orange, California 92868
Attention: Georgia Martinez, Section Manager, Procurement**

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: Georgia Martinez, Section Manager, Procurement**

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 RFP may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

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 <https://cammnet.octa.net>. From the site menu click on CAMM NET to register.

To receive all further information regarding this RFP 7-1546, 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:

<u>Category:</u>	<u>Commodity:</u>
Professional Services	Vanpool Services
Rental & Lease	Vehicle Rental or Leasing

A pre-proposal conference will be held on February 21, 2017, at 2:00 p.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103/104. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established March 28, 2017, 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 February 21, 2017, at 2:00 p.m. the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103/104. 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 communication and/or contacts with Authority staff regarding this RFP are to be directed to the following Contract Administrator:

Georgia Martinez, Section Manager, Procurement
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5605, Fax: 714.560.5792
Email: gmartinez@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no proposer, subcontractor, lobbyist or agent hired by the proposer shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any proposer, subcontractor, lobbyist or agent hired by the

proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority.

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 5:00 p.m., on February 23, 2017.
- 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, Lobby Receptionist, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: gmartinez@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than February 28, 2017. Offerors may download responses from CAMM NET at <https://cammmnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Georgia Martinez Section Manager, Procurement.

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:

Professional Services
Rental & Lease

Commodity:

Vanpool Services
Vehicle Rental or Leasing

Inquiries received after 5:00 p.m. on February 23, 2017, 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 March 13, 2017.

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, (Lobby Receptionist)
Orange, California 92868
Attention: Georgia Martinez, Section Manager, Procurement**

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: Georgia Martinez, Section Manager, Procurement**

3. Identification of Proposals

Offeror shall submit an **original and 5 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 be clearly marked as follows:

"RFP 7-1546 VANPOOL SERVICE PROVIDERS"

In addition to the above, Proposers shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format, on a CD, DVD, or flash drive.

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. 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. DISADVANTAGED BUSINESS ENTERPRISE

This project is subject to Part 26, title 49, code of Federal regulations (CFR), entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs ("Regulations"). The Regulations in their entirety are incorporated herein by this reference under the section titled "Disadvantaged Business Enterprises." It is the policy of the Authority to ensure that DBEs can fairly compete for and perform on all Authority's DOT-assisted contracts and subcontracts. Offerors are to be fully informed respecting the DBE requirements and the Regulations. A copy of the Authority's DBE program for this project is included in this RFP.

Although the Authority has not established a specific goal for DBE participation in this procurement, all offerors are encouraged to take all reasonable steps to obtain DBE participation as set forth in Part 26, Title 49 CFR.

K. 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.

L. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be on a firm-fixed subsidy basis, for a five-year initial term and one, two-year option term to provide the vanpool services as described in Exhibit A, Scope of Work.

The Authority will provide a \$400 subsidy for each approved vanpool.

M. 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.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

N. 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.

O. 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.

P. DISADVANTAGED BUSINESS ENTERPRISE

Although the Authority has not established a contract-specific DBE goal for this procurement, all bidders are encouraged to take all reasonable steps to obtain DBE participation and ensure that DBEs can fairly compete for and perform on all

Authority's Department of Transportation (DOT)-assisted contracts and subcontracts as set forth in Part 26, Title 49 CRF.

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 Georgia Martinez, Section Manager, Procurement 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) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.
- (6) 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 assigned.

Offeror to:

- (1) Identify key personnel proposed to perform the work 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.
- (2) Outline sequentially the activities that would be undertaken in completing the work and specify who would perform them.
- (3) Furnish a project schedule for completing the tasks associated with start-up effective July 1, 2017, including acquisition of required vehicles, in terms of elapsed weeks from the project commencement date.

- (4) Identify methods that Offeror will use to ensure program safety, regulatory compliance with applicable state and federal laws and regulations, as well as budget and schedule control for the project. Identify who will be responsible for each of these areas.
- (5) Describe the capability of the Offeror to provide the reports identified in the Scope of Work.
- (6) Provide a description (Make, Model, etc.) of the vehicles that Offeror is proposing to utilize for the service. Please also provide a photo, drawing or diagram of the proposed vehicles in the attachment section of the proposal.
- (7) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (8) 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 technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not

something that the Authority would consider a potential negotiable issue. Offerors that receive a “fail” status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a “fail” status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

4. Cost and Price Proposal

As part of the cost and price proposal, the Offeror shall submit proposed Monthly Use Fee to provide the services 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 use fees quoted in Exhibit B.

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be on a firm-fixed subsidy basis, for a five-year initial term and one, two-year option term to provide the vanpool services as described in Exhibit A, Scope of Work.

The Authority will provide a \$400 subsidy for each approved vanpool.

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. Campaign Contribution Disclosure Form

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal. Offeror is required to submit only one copy of the completed form(s) as part of its proposal and it should be included in only the original proposal. The prime consultant, subcontractors, lobbyists and agents are required to report all campaign contributions from the proposal submittal date up and

until the Board of Directors makes a selection, which is currently scheduled for May 8, 2017.

2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled “Status of Past and Present Contracts” provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

A separate form must be completed for each identified contract. 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.

3. Disadvantaged Business Enterprise Program and Forms

Each Offeror must complete the following forms and submit with its proposal:

1. “Race-Neutral DBE Participation Commitment(s) Form” (Exhibit F-1)
2. “Bidders List” (Exhibit F-2)

4. 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 G, 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.

5. Safety Specifications

Offerors shall comply with Safety Specifications Level 1 as included in this RFP as Exhibit H, 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 20%**

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 30%**

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 Monthly User Fee and competitiveness of this rate with other offers received.

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 28, 2017, 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.

At the conclusion of the evaluation process, the evaluation committee will recommend to the Transit Committee, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The Board Committee will review the evaluation committee's recommendation and forward its decision to the full Board of Directors for final action.

C. AWARD

The Authority will evaluate the proposals received and will submit, with approval of the Transit Committee, the proposal considered to be the most competitive to the Authority's Board of Directors, for consideration and selection. 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 three (3) business days of notification of the contract award.

EXHIBIT A: SCOPE OF WORK

Scope of Work Vanpool Service Providers

I. INTRODUCTION

The Orange County Transportation Authority (“OCTA”, “the Authority”) is seeking proposals from qualified companies to provide subsidized commuter vanpool services and Measure M2 Project V Station Van Program services on behalf of OCTA. Selected vanpool providers (“Contractors”) will provide vans, maintenance, and associated services to vanpool participants. OCTA will subsidize qualified vanpools, paying the subsidy to the Contractors on a monthly basis. Contractors will in turn reduce the monthly Use Fee to vanpool participants by an amount at least equal to the subsidy.

II. BACKGROUND

OCTA is Orange County’s multi-modal transportation agency. The Authority serves Orange County through fixed-route bus transit, ACCESS paratransit, Metrolink commuter rail, the 91 Express Lanes, highway-roadway improvements, and High Occupancy Vehicle (HOV) lanes. OCTA also administers Measure M, the county’s half-cent sales tax. Since July 2003, OCTA has also operated a rideshare program to assist both employers and commuters with their rideshare needs.

To provide more comprehensive rideshare services, OCTA launched the OC Vanpool Program (Program) in July 2007. The purposes of the OC Vanpool Program are to:

- Provide an additional commuting choice for employees and employers
- Increase the number of vanpool participants in Orange County
- Reduce congestion and commute time
- Improve air quality

The Program has demonstrated steady growth with an average of 4 percent over the last five years. OCTA would like to continue to experience the same or increased growth.

III. OVERVIEW

A vanpool is a group of five to 15 people who regularly commute to work in a shared van. One vanpool rider is required to be the driver/coordinator, and all riders split operating costs and Use Fees. Use Fee means all costs that are normally billed to a vanpool customer for use of a van excluding all operating costs such as fuel, car washes, tolls, and parking. The vanpool riders determine their daily route and meet at designated pick-up locations.

The Program participants lease vans from Contractors. To qualify for the program, groups must have 70 percent occupancy at their start-up. Contractors work directly with riders to provide vans, insurance, and maintenance through a lease agreement.

OCTA has more than 500 vanpools currently operating in the Program. On average, these vanpools travel 70 miles a day and carry six people. A 4.5 percent annual growth in the Program is forecasted. OCTA anticipates providing subsidies, up to OCTA’s funding allotment for the Program, to vanpools that meet the Authority’s eligibility requirements.

OCTA will provide up to \$400 per month per eligible vanpool as part of the agreement with Contractors. Contractors will be required to reduce the amount of each subsidized vanpool's Use Fee to participants by an amount at least equal to the amount of the subsidy. In addition, Contractors are required to advance the amount of the subsidy to participants by billing and collecting only the subsidy-reduced amount of the monthly Use Fee from vanpool participants. Contractors may bill the Authority for a month's subsidy immediately upon crediting an OCTA-approved vanpool group's account for the month's subsidy.

To be eligible for the Program's subsidy:

- Vanpool service must be provided by a vanpool provider under contract with OCTA.
- All vanpool participants must register in the program.
- Vanpools must meet the requirements set forth in the Guidelines and Participation Agreements.
- Vanpools must be open to the public.
- Vanpools in the Program can originate from Orange, San Diego, Riverside, San Bernardino, or Los Angeles counties and have destination worksites located in Orange County. The Program is also available to Orange County residents traveling to a neighboring county where no vanpool program exists. Currently, the Program includes vanpools from Orange County to San Bernardino and Riverside counties. The Program is also open to commuters traveling from or through Orange County to sites in San Diego County that are within 20 miles of the Orange/San Diego County line.

OCTA reserves the right to reduce, increase, or eliminate the monthly subsidy at its discretion. If possible, Authority will give 30 days' notice before reducing or eliminating subsidy and will, with less than 30 days' notice, pay Contractor the subsidy for any vanpool from which Contractor has already accepted the subsidy-reduced Use Fee for the most current month as payment in full, except in the following cases: a bankruptcy or other emergency affecting Authority's funds or apparent fraud on the part of Contractor.

OCTA's target is to subsidize 20 to 30 percent of total vanpool operating costs, including Contractor's Use Fee, fuel, parking, and associated expenses per federal guidelines.

OCTA will not administer van lease agreements or provide direct customer service. Rather, through this Scope of Work, OCTA desires to establish a cooperative partnership between OCTA and the Contractors which results in prompt, effective, and courteous communication; respectful competition within the marketplace; and the best value to the customer.

A. Contractors will:

- Provide all Program use agreements, vehicles, vehicle maintenance and storage, facilities, materials and supplies, insurance, customer service, customer billing and collection, and related administrative functions.
- Distribute, facilitate completion, and review accuracy of information on the Vanpool Application Forms and Participation Agreements and then forward to OCTA.
- Comply with all applicable state and federal laws and regulations, including driver and vehicle certification, licenses, and vehicle registration.

- Assume all vehicle responsibilities and liabilities associated with the Program.
- Submit complete and accurate data, reports, and submittals required by the Scope of Work and other such additional information as reasonably requested by Authority.
- Actively participate in coordination and marketing activities as described further in this Scope of Work.
- Affix Authority-supplied decals containing text and graphics to each van, preferably on both sides, but at a minimum on the rear of each van participating in the Program.
- Participate in the Measure M2 Project V Station Van Program. Station van leases are for the purpose of providing expanded service to/from a Metrolink station. Station van passengers must also be Amtrak/Metrolink passengers. All station vans must be in compliance with Americans with Disabilities Act (ADA) requirements. Station vans must start with 70 percent occupancy and maintain a 50 percent occupancy rate. The Station Van Program will operate the same as the OC Vanpool Program with noted exceptions.
- The station van lease cost shall include: lease of the van, insurance, maintenance, fuel, and washes. A Contractor-provided credit card will be issued for fuel and washes, unless the employer declines acceptance, and will be required to submit receipts for fuel and washes to OCTA. The Contractor will document lease fees, fuel and washes separately by individual van in the monthly invoice. Monthly invoices for Project V shall be submitted separately and separate invoices shall be submitted for each company under each project.

B. OCTA will:

- Provide up to \$400 a month subsidy for each vanpool that is approved by OCTA, enrolled in the Program, and complies with the provisions of the Vanpool Participation Agreement and Vanpool Program Guidelines.
- Receive and evaluate Vanpool Program Application Forms and Participation Agreements sent by Contractor to the Authority, accept or reject each application, authorize enrollment for approved applications, and manage Participation Agreements with participating vanpools.
- Compile and manage a vanpool database and prepare National Transit Database (NTD) reports in order to receive Section 5307 grant funds.
- Develop program graphics, designs, and advertisements.
- Develop, produce, and provide decals to Contractors displaying wording and graphics that identify vans as Program participants.
- Develop and implement Program sales plans, perform Program marketing and media campaigns, advertising, and outreach programs to employers.
- Provide regional ride-matching services to identify commuters who may form vanpools and to identify participants to fill empty vanpool seats.
- Maintain a website, OCTA.net/vanpool, to provide information to commuters interested in joining an existing vanpool, starting a new vanpool, accessing their vanpool accounts, and to offer resources, and promotions.
- OCTA shall approve each Station Van lease amount and any cost-related changes for each Station Van operated. OCTA shall be responsible for 100 percent of the Station Van

Program costs. The \$400 monthly subsidy for each vanpool shall not apply to the Station Van Program.

C. Vanpool Participants will:

- In accordance with written instructions for new groups joining the Program, complete, execute, and submit Vanpool Program Application Forms and Participation Agreements to Contractors in the Program. New passengers joining vanpools already active in the program will submit Participant Agreements directly to Contractors and Contractor will submit to OCTA.
- Comply fully with the Vanpool Program Participation Agreement and the terms and conditions set forth therein. Failure to comply may result in delay or non-payment of the subsidy.
- Submit complete and accurate monthly reports containing information on daily passenger trips and expenses as set forth in an on-line report form provided by OCTA. Failure to comply may result in delay or non-payment of the subsidy and/or termination of Program.

IV. CONTRACTOR TASKS AND RESPONSIBILITIES

Vanpool contractors shall perform the following tasks:

- A. **Vehicles.** Provide vehicles that seat a minimum of seven (7) to a maximum of fifteen (15) passengers. No vehicle provided to a Program participant for use in a vanpool shall at any time exceed five (5) model years in age or 125,000 miles in usage. Contractor shall replace any vehicle when or before it reaches these limits. All vehicles shall be in compliance with Federal Motor Vehicle Safety Standards (FMVSS). Contractors are responsible for vehicle auto insurance, vehicle inspections, licensing, and registration in accordance with applicable federal, state, and local laws.
- B. **Advance Subsidy.** Reduce the amount of each subsidized vanpool's monthly Use Fee, as shown in the then-current Contractor's Annual Not-to-Exceed Price Report Form (See Attachment A), by an amount at least equal to the amount of the OCTA subsidy for that vanpool. In addition, Contractors are required to advance the amount of the subsidy to participants by billing and collecting only the subsidy-reduced amount of the monthly Use Fee from vanpool participants. Contractors may bill the Authority for a month's subsidy immediately upon crediting an OCTA-approved vanpool group's account for the month's subsidy.
- C. **Use Agreement.** Prepare and enter into a use agreement with the Primary Driver of each vanpool setting forth all costs and conditions relating to the use of the vehicle by vanpool participants.
- D. **Compliance with Applicable Laws and Regulations.** Comply with all state and federal laws and regulations, including but not limited to vehicle licensing, maintenance, driver training, and signage.
- E. **Vehicle Use.** Provide vehicles primarily for commute trips. Personal use of the vehicle may be negotiable between the vanpool's Primary Driver and Contractor. No more than 20% of the miles driven on a vehicle can be for a purpose other than commuting.
- F. **Public Transportation and ADA.** Reasonably accommodate individual applicants and disabled applicants. Publicly subsidized vanpools are public transportation and are subject to legal requirements associated with that status. This includes complying with provisions of the Americans with Disability Act (ADA). Contractors must reasonably accommodate

individual applicants (i.e., applicants who are not employees at a vanpool's destination workplace). This includes placing, at Authority's request, individual vanpool applicants who have origins and destinations proximate to an existing vanpool's in any vacancy in that vanpool. Contractors must also accommodate applicants with disabilities.

- G. **Use Fee Amounts.** Charge participants in the Program a monthly Use Fee not to exceed the Contractor's Annual Not-to-Exceed Price Report. Prices listed in Attachment A shall be the price before the subsidy. Once a price list is submitted to OCTA, its rates will be valid for 12 months. The first Contractor's Annual Not-to-Exceed Price Report will be submitted immediately upon execution of an agreement between the Contractor and Authority and shall contain the same rates as set forth in the price forms submitted with Contractor's proposal to provide vanpool service. Actual Use Fees may be less, but not more than the prices in any then-currently effective Contractor's Annual Not-to-Exceed Price Report except when Contractor issues a credit card to participants for fuel, car washes and road toll purchases. The actual cost for these purchases will be billed to the Primary Driver in addition to the Use Fees. New Contractor's Annual Not-to-Exceed Price Reports shall be submitted prior to each anniversary date of the execution of the agreement between the Contractor and Authority.
- H. **Accurate, Timely Reporting.** Provide timely and accurate monthly and yearly reporting to OCTA as required elsewhere in this Scope of Work.
- I. **Marketing.** At OCTA's request, distribute marketing materials provided by Authority that directly relate to the OCTA Vanpool Program. Authority will not require Contractor to distribute any materials that mention by name any of Contractor's competitors in the vanpool business. Contractors shall participate from time to time in marketing coordination meetings with OCTA. The frequency of such meetings will be quarterly or as needed. Parties will coordinate and participate in cross-marketing, sales, advertising and promotional events as needed or requested by Contractor or Authority. Contractor is required to notify OCTA about meetings with potential new employers in Orange County and invite OCTA staff.
- J. **Decals.** Affix a decal displaying text and graphics on all vans enrolled in the Program identifying the van as participating in the OCTA Vanpool. Decals will be designed and provided by OCTA. Authority will confer with Contractor on the decal's size, material, and adhesive and will reasonably take into account Contractor's concerns that the decals do not harm the van's surface, negatively affect the van's branding, or cause excessive expense for installation. OCTA will provide decals in sufficient quantity for the Contractor to comply with this paragraph. Decals are required on each van for which OCTA pays a subsidy. Contractor shall be responsible for installation of decals in a timely manner and shall notify OCTA when additional decals are required. If new replacement decals are provided by OCTA, Contractor shall be responsible for replacing them in a timely manner. Contractor may propose, as an option, that up to 10% of Contractor's vehicles used in the vanpool program be wrapped for promotional purposes of the Program. Authority will be responsible for production and application of wrap to vehicles. Contractor will coordinate with Authority for distribution of wrapped vans at worksites throughout Orange County and will make reasonable accommodations to ensure these vehicles remain in active service.
- K. **Submission of Applications and Related Forms.** Distribute to Program applicants the Program Guidelines, Application Form, and Participant Agreement contained in Attachment B. For each new vanpool seeking start-up approval from OCTA, Contractor shall collect, review and submit a completed Application Form and signed Participant Agreements from the Primary Driver and each participant, a Contractor Communication Form and signed Vehicle Condition Check List by no later than the 20th of the month. No other forms will be accepted for enrollment consideration in lieu of these forms. Applications may be delivered

by Contractors to OCTA prior to or concurrent with the delivery of the vanpool to be considered for enrollment in the Program. Submission of the completed and signed Application Form, Participation Agreements, and Contractor Communication Form may be hand delivered, mailed, or emailed to OCTA.

- L. **Contractor Communication Forms.** Submit a “Contractor Communication Form” (Attachment C) within five (5) working days of the occurrence of any of the actions listed in the form.

Terminations: Contractor will alert Authority of impending terminations within five (5) working days of receipt of termination notice from the primary driver or vanpool coordinator by forwarding a copy of the customer’s notice of termination to Authority or by submitting by email the effective date, customer ID, and reason for termination. Once vehicle is returned, Contractor shall provide a copy of the signed Vehicle Condition Check List along with the Contractor Communication Form.

- M. **Monthly Invoices and Associated Reports.** Submit monthly invoice, notices, and associated reports as set forth below. Contractors shall submit invoices and vehicle incident reports no later than the 20th day of each month for the previous month’s services.

Invoices. Invoices must be in the format, although not on the specific form, shown in Attachment D in Excel and PDF files and shall include all the following information per vanpool:

1. Customer ID number for all active and terminated Vanpools
2. Van unit number
3. Driver’s name
4. Monthly Use Fee
5. Amount of subsidy applied
6. License Plate number
7. Summary count of active, new and terminated Vanpools

Vehicle incident reports. Contractor shall submit a Monthly Incident Report with each monthly invoice. The following guidelines must be followed when preparing the Incident Reports:

1. Declaration must be made of any major or non-major vehicle incident. Classifications are defined as follows:
 - Major: Any incident resulting in a fatality or property damage in excess of \$25,000 and/or requiring immediate medical attention away from the scene for two or more persons. Also, as noted below, Major Accidents and Incidents must be reported immediately to Authority.
 - Non-Major: Any incident that results in more than \$7,500, but less than \$25,000 in property damage and/or results in any injury that requires medical attention away from the scene of the incident.
2. Declaration must be made of any major mechanical system failures occurring during the month. Classifications are defined as follows:
 - Major: These are failures of a mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the

next scheduled revenue trip because actual movement is limited or because of safety concerns.

- Non-Major: These are failures of some other mechanical element of the revenue vehicle that prevents the revenue vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service. Examples of other bus failures include breakdowns of heating, ventilation and air conditioning (HVAC) systems and other problems not included as a major mechanical systems failure.

If no incidents occurred during the billing period, reports shall be submitted stating that no incidents occurred during the period. Each report shall include the printed name and signature of the authorized Contractor representative responsible for declarations.

Upon Authority's request, provide further information about any major or non-major incidents. Such information may include, but not be limited to, copies of accident reports from applicable law enforcement agencies and statements from vanpool participants.

Contractor shall immediately notify Authority of any major incident, both by telephone and in writing. Contractor shall also provide all such reasonable information regarding any major incident as may be requested by Authority. Such notification shall not be delayed until routine monthly reports are submitted.

- N. **Quarterly Vanpool Marketing Report/Presentation.** Contractor shall submit a quarterly marketing report or presentation detailing outreach activities conducted during the quarter to obtain and form new Vanpools.
- O. **Annual Reports.** Provide reports to OCTA annually by August 16 using OCTA-provided forms (Attachments E through J). These forms are consistent with the definitions used for National Transit Database (NTD) reporting and provided in the Federal Transit Administration (FTA) publication Uniform System of Accounts.

The following information is needed to complete the annual reports and shall cover the preceding July 1 through June 30 fiscal year.

 1. Contractor's Employees and Work Hours
 2. Contractor's Operating Expenses
 3. Sources of Funds
 4. Contractor's Depreciation, Interest, Lease, and Rental Expenses
 5. Contractor's Vehicle Inventory
 6. Contractor's Vehicle System Failure Report

In the event Contractor provides a mechanism, such as a credit or debit card, for customers to pay for fuel, car washes, and road tolls, the Contractor will provide that information as shown in Attachment H.

- P. **Audit and Inspection of Records.** Provide Authority, Federal Transit Administration, and the National Transit Database ("the Parties") such access to Contractor's accounting books, records, payroll documents and facilities of the Contractor which are directly pertinent to the Agreement for vanpool services for the purposes of examining, auditing, and inspecting all accounting books, records, work data, documents, and activities related thereto. Contractor shall maintain such books, records, and documents in accordance with generally accepted

accounting principles and shall clearly identify and make such items readily accessible to such parties during Contractor's performance under the Agreement and for a period of four (4) years from the date of final payment by Authority. The Parties' right to audit books and records directly related to the Agreement shall also extend to any first-tier subcontractors identified in the Agreement. Contractor shall permit the Parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ATTACHMENTS

- A. Contractor's Annual Not-to-Exceed Price Report
- B. Program Guidelines, Application Forms, and Participant Agreement
- C. Contractor Communication Form
- D. Contractor's Monthly Invoice Form
- E. NTD Annual Operations and Expense Report
- F. NTD Contractor's Annual Use Fees Paid Report
- G. NTD Revenue Vehicle Inventory
- H. NTD Vanpool Fuel Usage and Expense Report
- I. Monthly Safety and Security Report
- J. Monthly Mechanical System Failure Report

A. OCTA VANPOOL PROGRAM										
Contractor's Annual Not-to-Exceed Price Report (price before program subsidy)										
In the table below, provide the van type and total seats for each van you operate, or intend to operate in Orange County in 2017. Enter the monthly Use Fee for each vehicle type at each corresponding mileage interval. On a separate page, provide a description of the major features for each van type.										
Monthly Mileage Allowance	Van Type	Van Type	Van Type	Van Type	Van Type	Van Type	Van Type	Van Type	Van Type	Van Type
	Total Seats	Total Seats	Total Seats	Total Seats	Total Seats	Total Seats	Total Seats	Total Seats	Total Seats	Total Seats
500										
750										
1000										
1250										
1500										
1750										
2000										
2250										
2500										
2750										
3000										
3250										
3500										
3750										
4000										
4250										
4500										
4250										
4500										
4750										
5000										

Monthly Use Fee price is to include everything normally billed to a customer except fuel, tolls, and parking charges.



PROGRAM GUIDELINES



The Orange County Transportation Authority operates the OCTA Vanpool Program to provide transit choices to commuters and reduce congestion on Orange County roadways. The program offers a monthly incentive of \$400, to commuter vanpools, to offset the monthly agreement or rental fee charged by a van provider who is under contract with OCTA.

WHICH VANPOOL GROUPS CAN APPLY FOR THE PROGRAM?

Vanpools with work/daily destinations in Orange County can apply. Vanpools that originate in Orange County, but have destinations in San Bernardino or Riverside counties, may also apply.

PROGRAM QUALIFICATIONS

- ☐ Have a destination (workplace) within Orange County
- ☐ Have 70% start-up occupancy
- ☐ Vanpools must be open to accept riders from nearby destinations
- ☐ Must maintain a minimum occupancy of 50%
- ☐ Service must be provided by a van provider under contract with OCTA

HOW DOES A VANPOOL GROUP APPLY FOR THE PROGRAM?

Complete and sign an OCTA Vanpool Program Application form. Submit the form to your van provider along with signed Participant Agreements from all vanpool passengers, including the driver. Your van provider will submit the application and agreements to OCTA for processing.

HOW WILL I BE NOTIFIED IF MY VANPOOL HAS BEEN ACCEPTED IN THE PROGRAM?

OCTA will notify you and your van provider in writing within 2 weeks of receiving your application.

ONCE ACCEPTED IN THE PROGRAM, HOW DO I REMAIN QUALIFIED?

- ☐ Complete monthly ridership and expense reports through the program's website database — failure to provide the monthly reports or record accurate data will result in termination from the program
- ☐ Maintain a minimum of 50% vehicle occupancy — vehicles with less than 50% occupancy for three consecutive months will lose the incentive until the occupancy level of 50% is regained
- ☐ Follow the Program Participation Guidelines as described herein

OCTA retains the right to deny funding for any new vanpools and to terminate the funding of any individual vanpool or the entire program if OCTA deems it to be in the best interest of the agency to do so. Regardless of the length of any contract between vanpool participants and a vanpool company, OCTA retains the right on a monthly basis to terminate the subsidy for any vanpool enrolled in the Program.

The OCTA Vanpool Program is compliant with the Americans with Disabilities Act (ADA) and open to the public. Accessible vehicles are available from the vanpool service provider upon request.

NOTICE OF TITLE VI PROTECTION: It is the policy of OCTA to employ its best efforts to ensure that all programs, services, and activities are implemented without discrimination. For more information on OCTA's civil rights program, and the procedures to file a complaint, please visit OCTA.net.



PROGRAM APPLICATION



PRIMARY DRIVER'S INFORMATION Date: _____

Home Address
 Name: _____
 Street Address: _____ City: _____ Zip: _____
 County: _____ Home Phone: _____ Cell Phone: _____
 Email Address: _____

Work Address
 Employer Name: _____
 Street Address: _____ City: _____ Zip: _____
 County: _____ Work Phone: _____ Ext.: _____

The van will be used to commute to work on the following work week schedule: ☐ 4 Days ☐ 5 Days ☐ 6 Days ☐ 7 Days

Enter the number of miles you commute each day: _____

Enter your total commute time from home to work in the vanpool each day in minutes: _____

Enter your total commute time from work to home in the vanpool each day in minutes: _____

Enter your normal work hours: From: _____ ☐ a.m. ☐ p.m. To: _____ ☐ a.m. ☐ p.m.

Enter your normal work days (check all that apply): ☐ Mon ☐ Tues ☐ Wed ☐ Thurs ☐ Fri ☐ Sat ☐ Sun

How do you currently commute to work?
☐ Drive Alone ☐ Bus ☐ Metrolink ☐ Carpool ☐ Vanpool ☐ Bicycle ☐ Other (please describe): _____

CONTACT INFORMATION *Complete if Primary Driver is NOT the contact for the vanpool.*
 Whom should OCTA contact about this vanpool? _____
 Contact Phone: _____ Email Address: _____

VANPOOL PARTICIPATION AGREEMENT

By submitting this Application, if the vanpool is approved for the OCTA Vanpool Program, I agree that this information may be entered into regional rideshare databases for ride-matching purposes. I acknowledge that OCTA may use my email address for commuter marketing purposes and I can opt-out at any time. I understand that the information I provide will be used for the purpose of providing interested riders with contact information.


I acknowledge that participation in a vanpool is an individual decision and that I am responsible for my operation of, or participation in a rideshare arrangement. I understand that OCTA shall have no responsibility or liability for any claims, expenses or a damage resulting from any individual's participation in a vanpool.

 Applicant's Signature _____
Date


OCTA Vanpool Program P.O. Box 14184, Orange CA 92863
 Phone (714) 560-5588 Email vanpool@octa.net

The OCTA Vanpool Program is compliant with the Americans with Disabilities Act (ADA) and open to the public. Accessible vehicles are available from the vanpool service provider upon request.

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PROGRAM APPLICATION



PLEASE COMPLETE THE ENTIRE APPLICATION, INCLUDING PASSENGER INFORMATION, TO BE CONSIDERED FOR ENROLLMENT IN THIS PROGRAM.
SEND THE SIGNED APPLICATION AND PARTICIPANT AGREEMENTS TO YOUR VANPOOL SERVICE PROVIDER.

Name	Daytime Phone	Pick Up Point Street Address or Cross Streets	Pick Up Point City	Zip	Miles to Work in Van	Miles to Home in Van	Minutes to Work in Van	Minutes to Home in Van	Vendor Approved Alternate Driver? (Yes/No)	Email Address
01										
02										
03										
04										
05										
06										
07										
08										
09										
10										
11										
12										
13										
14										
15										



PARTICIPANT AGREEMENT



EACH VANPOOL PARTICIPANT MUST SIGN AND SUBMIT A COPY OF THIS AGREEMENT.

I, the undersigned, hereinafter called "Participant" have read, acknowledge and agree to abide by the OCTA Vanpool Program Participation Guidelines. Participant acknowledges that inappropriate use of the OCTA Vanpool Program service may require Participant to reimburse expenses incurred to the Orange County Transportation Authority, hereinafter called "OCTA" and to remove participant from the program.

Participant recognizes that participation in the OCTA Vanpool Program is strictly voluntary and that such participation does not, in any manner, imply that Participant is acting in the course and scope of official company business, nor does it in any manner establish an employer-employee or an agency relationship with the OCTA.

In consideration of Participant's request and OCTA's permission to participate in the OCTA Vanpool Program, Participant hereby assumes full responsibility and all risk of injury and loss, including death, which may result from such participation, and hereby agrees to hold harmless, release, waive, forever discharge, and covenant not to sue or bring claims against the OCTA its officers, directors, agents or employees, by reason of accident, illness, injury or death, or damage to or loss or destruction of any property arising or resulting directly or indirectly from such participation in the OCTA Vanpool Program and occurring during said participation, or any time subsequent thereto, whether or not such loss, injury or death caused or alleged to be caused in whole or in part by the negligent acts or omissions of the OCTA, its officers, directors, agents or employees. The terms of this release shall serve as a release and assumption of risks for my heirs, executors, administrators and for my family members.

Participant acknowledges reading the foregoing paragraphs and understands the potential risks incidental to engaging in the OCTA Vanpool Program. Participant further acknowledges that:

- The OCTA Vanpool Program may be cancelled or changed at any time, without obligation, at the sole discretion of the OCTA. A Passenger Agreement must be submitted to OCTA prior to a Participant's first ride in the vanpool.
- The vanpool is open to the public and must accept any person wishing to join the vanpool, provided work schedules and routes are compatible. By submitting this Agreement, Participant agrees that the information provided may be entered into the OCTA Seat Finder and RideMatch.info regional rideshare databases. Participant understands that the information provided will only be used for the purpose of matching interested riders to the vanpool group. Participant agrees that only OCTA can use their contact information for commuter marketing purposes and they reserve the right to opt-out at any time.
- A monthly report detailing passenger information, trip times and expenses must be submitted to OCTA by the 10th day of each month for the previous month. Actual monthly ridership in the vanpool must exceed 50% occupancy. Failure to maintain 50% occupancy level for three (3) consecutive months will result in suspension of subsidy, until occupancy is increased to minimum requirement level.
- OCTA reserves the right to withhold subsidy payments or to terminate a vanpool from the program for failure to submit monthly reports as specified by OCTA or for failure to provide timely responses to reasonable requests for information such as, but not limited to, those listed in the "Participation Guidelines".
- OCTA retains the right to deny funding for any new vanpools or to place a vanpool on a waiting list, or to terminate the funding of a vanpool if OCTA deems that it is in the best interest of the agency and program to do so.

PARTICIPANT'S NAME: _____ DAYTIME PHONE: _____

EMAIL ADDRESS: _____ PRIMARY DRIVER'S NAME: _____

PICK UP POINT ADDRESS
OR CROSS STREETS: _____ CITY: _____ CA ZIP: _____

DAILY MILES TRAVELED IN VAN - WORK: _____	DAILY MILES TRAVELED IN VAN - HOME: _____	DAILY MINUTES IN VAN - WORK: _____	DAILY MINUTES IN VAN - HOME: _____	DATE OF FIRST RIDE IN VAN: _____
---	---	--	--	--

PARTICIPANT'S SIGNATURE: _____ DATE SIGNED: _____

Please send the signed Participant Agreement to your vanpool service provider.

For more information, please contact OCTA at vanpool@octa.net or (714) 560-5588

The OCTA Vanpool Program is compliant with the Americans with Disabilities Act (ADA) and open to the public. Accessible vehicles are available from the vanpool service provider upon request.

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**OCTA VANPOOL PROGRAM
CONTRACTOR COMMUNICATION FORM**

Contractor:		Date Received By OCTA: Entered By:	
Phone: () ext:	-	Contact:	Date:
Current Information			
Driver's Name:	Vans License Plate #:	Customer ID: Van Unit Number:	
Type of Transaction			
<input type="checkbox"/> New Vanpool <input type="checkbox"/> Van Change <input type="checkbox"/> Primary Driver Change <input type="checkbox"/> Vanpool Termination			
For New Vanpool			
Date of First Commute:	Delivery Date:	Van Type:	
Current Odometer:	Model Year:	Passenger Size:	
Monthly Mileage Cap:	Monthly Use Fee:		
For Van Change			
Date of Change:	New Van Unit No.:	Van's License Plate #:	
Van Type:	Model Year:	Passenger Size:	
Monthly Mileage Cap:	Starting Odometer:	Monthly Use Fee:	
For Vanpool Primary Driver Information Change			
<input type="checkbox"/> New Primary Driver <input type="checkbox"/> New Address Only <input type="checkbox"/> New Employer Only			
Date of Change:		New Driver's Name:	
Home Address: City: Zip:		Email:	
Home Phone: () -		Employer:	
Work Phone: () -		Employer Address: City: Zip:	
For Vanpool Termination			
Date of Last Commute by Group:		Van Return Date:	
Reason for Termination:			

Contractor's Monthly Invoice Form

[illegible]

NTD Annual Operations and Expense Report

1. Operating expenses	Vehicle Maintenance Total	General Administration Total	Total Expenses
Labor			
Salaries and wages			
Fringe benefits			
Services			
Materials and supplies			
Fuel and lubricants			
Other *			
Utilities			
Casualty and liability losses			
Taxes			
Miscellaneous expenses			
Total			

* office supplies, promotional/marketing materials, advertising expenses, etc.

2. Sources of funds	Funds Earned During Period	3. Reconciling Items	Cash Expenditures	Non-Cash Expenditures	Total Expenses for Period
Passenger fares		Interest expense			
Subsidy		Leases and rentals			
Total		Depreciation			
		Total			

4. Maximum vans		5. Maintenance performance	Number of Revenue Vehicle System Failures
Highest number of active vans in the OCTA program		Major mechanical system failures	
Number of vans available for maximum service		Other mechanical system failures	
Shaded areas should be blank.		Total	

E. OCTA VANPOOL PROGRAM
NTD Contractor's Annual Use Fees-Paid Report

For each month, enter the actual Use Fee paid by the vanpool for each combination of Primary Driver and vehicle. For example, if a van assigned to the Primary Driver listed in Row 1 is replaced effective January 1, complete only Jul through Dec in Row 1, repeat the Primary Driver's name in Row 2 and enter the replacement van number in Row 2 and enter the monthly Use Fee paid for Jan through Jun in that row. Similarly, if the Primary Driver of a vanpool changes, start a new row for the new Primary Driver. Use as many pages as necessary to report all Primary Driver-van number combinations. Attach pages as needed.

[illegible]

NTD Revenue Vehicle Inventory

Number of Vehicle in Total Fleet	Dedicated Fleet	Vehicle Type	Model Year	Manu-facture Code *	Model	Number Active Vehicles in Fleet	Number w/ADA Vehicle Lifts	Number w/ADA Ramps/low floor	Fuel Type Code**	Vehicle Length	Seating Capacity	Total Miles on Active Vehicles During Period	Average Lifetime Mileage per Active Vehicle
		VN											
		VN											
		VN											
		VN											
		VN											
		VN											
		VN											
		VN											
		VN											
		VN											
		VN											
		VN											
		VN											

*Manufacture Code **Fuel Type
 DTD=Dodge GA=Gasoline
 FRD=Ford CN=CNG
 GMC=GMC
 CMD=Chevrolet
 ZZZ=Other

Add additional rows as needed.

Monthly Safety & Security Report					
Contractor Name					
Report for Month of					
	Check Here if No Reportable Incidents - 1 or more Fatality - 1 or more Injury - > \$25,000 Property Damage				
	Check Here if No Incidents To Report Below				
Type of Incident		Number of Occurrences	Number of Victims Who Are:		
			Vanpool Passengers	Your Employees	Others
Robberies					
In Vanpool Vehicle					
In Contractor Office					
Larcenies					
In Vanpool Vehicle					
In Contractor Office					
Injuries					
In a Vanpool vehicle					
Fires					
In Vehicles					
Burglary					
In Contractor Office					
Vehicle Theft					
Theft of Vanpool Vehicle					
Assaults					
In Vanpool Vehicle					
In Contractor Office					
Vehicle Vandalism					
Of Contractor Vehicle					
Other					

Printed name: _____

Signature of authorized Contractor representative responsible for declarations: _____

Mechanical System Failures	
Contractor Name	
Report for Month of:	
Revenue Vehicle System Failures	Number of Failures
Major mechanical system failures	
Other mechanical system failures	
Total Revenue Vehicle System Failures	
Printed Name:	
Signature of authorized Contractor representative responsible for declarations:	

EXHIBIT B: COST AND PRICE FORMS

EXHIBIT C: PROPOSED AGREEMENT

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EXHIBIT C

1 relinquishment of AUTHORITY's right to such performance or to future performance of such terms or
2 conditions and CONTRACTOR'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.

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.

ARTICLE 3. SCOPE OF WORK

9
10 A. CONTRACTOR 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. CONTRACTOR shall provide the personnel listed below to perform the above-specified
15 services, which persons are hereby designated as key personnel under this Agreement.

<u>Names</u>	<u>Functions</u>

16
17
18
19
20
21 C. No person named in paragraph B of this Article, or his/her successor approved by
22 AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon function
23 or level of commitment hereunder be changed, without the prior written consent of AUTHORITY.

24 D. Should the services of any key person become no longer available to CONTRACTOR, the
25 resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval
26 as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the

EXHIBIT C

1 incumbent key person, unless CONTRACTOR is not provided with prior notice by the departing
2 employee. AUTHORITY shall respond to CONTRACTOR within seven (7) calendar days following
3 receipt of these qualifications concerning acceptance of the candidate for replacement.

ARTICLE 4. TERM OF AGREEMENT

4
5 A. This Agreement shall commence on July 1, 2017, and shall continue in full force and effect
6 through June 30, 2022, ("Initial Term") unless earlier terminated or extended as provided in this
7 Agreement.

8 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an
9 additional twenty-four (24) months, commencing July 1, 2022 and continuing through June 30, 2024
10 ("Option Term"), and thereupon require CONTRACTOR to continue to provide services, and otherwise
11 perform, in accordance with Exhibit A, entitled "Scope of Work", and at the rates set forth in Article 5,
12 "Payment."

13 C. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish its
14 right to terminate the Agreement for AUTHORITY's convenience or CONTRACTOR's default as
15 provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period
16 extending from July 1, 2017 through June 30, 2024, which period encompasses the Initial Term and the
17 Option Term.

ARTICLE 5. PAYMENT

18
19 A. For CONTRACTOR's full and complete performance of its obligations under this
20 Agreement, and subject to the maximum cumulative payment obligation provisions set forth in Article 7,
21 AUTHORITY shall pay CONTRACTOR on a firm-fixed subsidy basis in accordance with the following
22 provisions.

23 B. The firm fixed monthly subsidy to CONTRACTOR by AUTHORITY to provide services as
24 set forth in Exhibit A, Scope of Work, shall be up to Four Hundred Dollars (\$400.00) for each vanpool
25 that is approved by AUTHORITY, enrolled in the program and complies with the provisions of the
26 Vanpool Participation Agreement included as Attachment B to Exhibit A. The schedule shall not include

EXHIBIT C

1 any CONTRACTOR expenses not approved by AUTHORITY including but not limited to
2 reimbursement for local meals.

3 C. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding
4 to actual number of approved vanpools by CONTRACTOR. Approved vanpools shall be documented
5 in a monthly report prepared by CONTRACTOR, which shall accompany each invoice submitted by
6 CONTRACTOR . CONTRACTOR shall also furnish such other information as may be requested by
7 AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline
8 to make full subsidy payment listed in paragraph B of this Article until such time as CONTRACTOR has
9 documented to AUTHORITY's satisfaction, that CONTRACTOR has fully completed all work required.
10 AUTHORITY's payment in full shall not constitute AUTHORITY's final acceptance of CONTRACTOR's
11 work.

12 D. Invoices shall be submitted by CONTRACTOR on a monthly basis and shall be submitted in
13 duplicate to AUTHORITY's Accounts Payable office. CONTRACTOR may also submit invoices
14 electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net. Each
15 invoice shall be accompanied by the monthly report specified in paragraph C of this Article.
16 AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each
17 invoice. Each invoice shall include the following information:

- 18 1. Agreement No. C- 7-1546;
- 19 2. Van unit number;
- 20 3. Driver's Name;
- 21 4. Monthly Use Fee billed to vanpool driver;
- 22 5. Amount of subsidy applied;
- 23 6. The time period covered by the invoice;
- 24 7. Total monthly invoice;
- 25 8. Monthly Report;
- 26 9. Certification signed by the CONTRACTOR or his/her designated alternate that a)

EXHIBIT C

1 The backup information included with the invoice is a true, complete and correct statement of
2 reimbursable costs and progress; b) The backup information included with the invoice is true, complete
3 and correct in all material respects; c) All payments due and owing to subcontractors and suppliers
4 have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds
5 of the payments covered by the certification and; e) The invoice does not include any amount which
6 CONTRACTOR intends to withhold or retain from a subcontractor or supplier unless so identified on the
7 invoice;

8 10. Any other information as agreed or requested by AUTHORITY to substantiate the
9 validity of an invoice.

ARTICLE 6. PROMPT PAYMENT CLAUSE

10 A. CONTRACTOR agrees to pay each subcontractor for the satisfactory work performed under
11 this Agreement, no later than seven (7) calendar days from the receipt of each payment
12 CONTRACTOR receives from AUTHORITY. CONTRACTOR agrees further to return retainage
13 payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is
14 satisfactorily completed. AUTHORITY reserves the right to request the appropriate documentation from
15 CONTRACTOR showing payment has been made to the subcontractors. Any delay or postponement
16 of payment from the above referenced time frames may occur only for good cause following written
17 approval by AUTHORITY.
18

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

23 C. These prompt payment provisions must be incorporated in all subcontract agreements
24 issued by CONTRACTOR under this Agreement.

ARTICLE 7. MAXIMUM OBLIGATION

25 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and
26

EXHIBIT C

1 CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation (including
2 obligation for CONTRACTOR's profit) shall be _____ Dollars (\$ 0.00) which shall include all
3 amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or
4 due to termination of, this Agreement.

ARTICLE 8. NOTICES

5 All notices hereunder and communications regarding the interpretation of the terms of this
6 Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing
7 said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid
8 and addressed as follows:
9

10 To CONTRACTOR:

To AUTHORITY:

11 Orange County Transportation Authority

12 550 South Main Street

13 P.O. Box 14184

14 , Orange, CA 92863-1584

15 ATTENTION:

ATTENTION: Georgia Martinez

16 Section Manager, Procurement

17 Phone:

Phone: (714) 560 – 5605

18 Email:

Email: gmartinez@octa.net

ARTICLE 9. INDEPENDENT CONTRACTOR

19 CONTRACTOR's relationship to AUTHORITY in the performance of this Agreement is that of
20 an independent contractor. CONTRACTOR's personnel performing services under this Agreement
21 shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of
22 CONTRACTOR and not employees of AUTHORITY. CONTRACTOR shall pay all wages, salaries and
23 other amounts due its employees in connection with this Agreement and shall be responsible for all
24 reports and obligations respecting them, such as social security, income tax withholding, unemployment
25
26

1 compensation, workers' compensation and similar matters.

2 **ARTICLE 10. INSURANCE**

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

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

9 2. Automobile Liability to include owned, hired and non-owned autos with a combined
10 single limit of \$1,000,000.00 each accident and a total of \$5,000,000 to AUTHORITY;

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

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

14 5. Garage Liability with minimum limits of \$1,000,000 per claim if CONTRACTOR
15 performs any service or maintenance on vehicles whose use are subsidized by AUTHORITY.

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

23 C. CONTRACTOR shall include on the face of the Certificate of Insurance the Agreement
24 Number; and, the Section Manager's name, Georgia Martinez .

25 D. CONTRACTOR shall also include in each subcontract the stipulation that subcontractors
26 shall maintain insurance coverage in the amounts required from CONTRACTOR as provided in this

1 Agreement.

2 E. CONTRACTOR shall be required to immediately notify AUTHORITY of any modifications or
3 cancellation of any required insurance policies.

4 **ARTICLE 11. ORDER OF PRECEDENCE**

5 Conflicting provisions hereof, if any, shall prevail in the following descending order of
6 precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 7-
7 1546, (3) CONTRACTOR's proposal dated _____; and (4) all other documents, if any, cited
8 herein or incorporated by reference.

9 **ARTICLE 12. CHANGES**

10 By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
11 make changes in the general scope of this Agreement, including, but not limited to, the services
12 furnished to AUTHORITY by CONTRACTOR as described in the Scope of Work. If any such work
13 suspension or change causes an increase or decrease in the price of this Agreement or in the time
14 required for its performance, CONTRACTOR shall promptly notify AUTHORITY thereof and assert its
15 claim for adjustment within ten (10) calendar days after the change or work suspension is ordered, and
16 an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse
17 CONTRACTOR from proceeding immediately with the Agreement as changed.

18 **ARTICLE 13. DISPUTES**

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

24 B. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with
25 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
26 CAMM. This Disputes clause does not preclude consideration of questions of law in connection with

1 decisions provided for above. Nothing in this Agreement, however, shall be construed as making final
2 the decision of any AUTHORITY official or representative on a question of law, which questions shall be
3 settled in accordance with the laws of the State of California.

4 **ARTICLE 14. TERMINATION**

5 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or
6 part, by giving CONTRACTOR written notice thereof. Upon termination, AUTHORITY shall pay
7 CONTRACTOR its allowable costs incurred to date of that portion terminated. Said termination shall be
8 construed in accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal
9 Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to
10 termination for convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said
11 notice shall be given to CONTRACTOR in accordance with the provisions of the FAR referenced above
12 and ARTICLE 8, herein. Upon receipt of said notification, CONTRACTOR agrees to comply with all
13 applicable provisions of the FAR pertaining to termination for convenience.

14 B. In the event either Party defaults in the performance of any of their obligations under this
15 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the
16 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon
17 receipt of such notice, CONTRACTOR shall immediately cease work, unless the notice from
18 AUTHORITY provides otherwise. Upon receipt of the notice from AUTHORITY, CONTRACTOR shall
19 submit an invoice for work and/or services performed prior to the date of termination. AUTHORITY
20 shall pay CONTRACTOR for work and/or services satisfactorily provided up to the date of termination in
21 compliance with this Agreement. Thereafter, CONTRACTOR shall have no further claims against
22 AUTHORITY under this Agreement. AUTHORITY shall not be liable for any claim of lost profits or
23 damages for such termination.

24 **ARTICLE 15. INDEMNIFICATION**

25 A. CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY, its officers,
26 directors, employees and agents from and against any and all claims (including attorneys' fees and

EXHIBIT C

reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by CONTRACTOR, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of the performance of this Agreement.

B. AUTHORITY and CONTRACTOR agree that AUTHORITY's responsibility is limited to making subsidy payments as described in the Scope of Work and that AUTHORITY has no liability for any loss or damages, bodily injuries, including death, damage to or loss of property as a result of, but not limited to, vehicle acquisition, vehicle maintenance, vehicle operation, insurance, passenger eligibility for the vanpool program, vanpool participant agreements with CONTRACTOR, CONTRACTOR's policies and procedures, vanpool program administration, and any other aspect of provision of vanpool service.

ARTICLE 16. ASSIGNMENTS AND SUBCONTRACTS

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

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

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

ARTICLE 17. ACCESS TO RECORDS AND REPORTS

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

ARTICLE 18. CONFLICT OF INTEREST

CONTRACTOR agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the CONTRACTOR is unable, or potentially unable to render impartial assistance or advice to the Authority; CONTRACTOR's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the CONTRACTOR has an unfair competitive advantage. CONTRACTOR is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONTRACTOR. CONTRACTOR is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONTRACTOR. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

ARTICLE 19. CODE OF CONDUCT

CONTRACTOR agrees to comply with the AUTHORITY's Code of Conduct as it relates to

1 Third-Party contracts, which is hereby referenced and by this reference is incorporated herein.
2 CONTRACTOR agrees to include these requirements in all of its subcontracts.

3 **ARTICLE 20. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

4 CONTRACTOR and all subconsultants performing work under this Agreement, shall be
5 prohibited from concurrently representing or lobbying for any other party competing for a contract
6 with AUTHORITY, either as a prime consultant or subconsultant. Failure to refrain from such
7 representation may result in termination of this Agreement.

8 **ARTICLE 21. FEDERAL, STATE AND LOCAL LAWS**

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

12 **ARTICLE 22. EQUAL EMPLOYMENT OPPORTUNITY**

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

20 **ARTICLE 23. CIVIL RIGHTS ASSURANCE**

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

23 A. Compliance with Regulations: CONTRACTOR shall comply with the Regulations relative to
24 nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter,
25 "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time,
26 (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a

1 part of this Agreement.

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

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

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

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

24 1. Withholding of payments to the CONTRACTOR under the Agreement until the
25 CONTRACTOR complies; and/or

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

EXHIBIT C

1 F. Title VI of the Civil Rights Act: In determining the types of property or services to acquire, no
2 person in the United States shall, on the grounds of race, color, or national origin, be excluded from
3 participation in, be denied the benefits of, or otherwise be subjected to discrimination under any
4 program or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of
5 1964, as amended, 42 U.S.C. Sections 2000d et seq. and DOT regulations, "Nondiscrimination in
6 Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil
7 Rights Act of 1964," 49 CFR Part 21. In addition, FTA Circular 4702.1, "Title VI and Title VI-Dependent
8 Guidelines for FTA Recipients," 05-13-07, provides FTA guidance and instructions for implementing
9 DOT's Title VI regulations.

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

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

23 **ARTICLE 24. RACE-NEUTRAL DBE CONTRACT PROVISIONS FOR DOT-ASSISTED**
24 **CONTRACTOR CONTRACTS**

25 If CONTRACTOR committed to utilize DBE(s) in the performance of this DOT-assisted contract,
26 Contractor further agrees to ensure that DBE subcontractors listed on the "Race-Neutral DBE

EXHIBIT C

1 Participation Commitment Form Exhibit F-1,” perform work and/or supply materials in accordance with
2 original commitments, unless otherwise directed and/or approved by the AUTHORITY prior to the
3 CONTRACTOR effectuating any changes to its race-neutral DBE participation commitment(s).
4 CONTRACTOR shall comply with all the requirements set forth in Attachment “A” titled,
5 “DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR FTA-
6 ASSISTED CONTRACTS”, which is attached to and, by this reference, incorporated in and made a part
7 of this Agreement.

ARTICLE 25. PROHIBITED INTERESTS

8
9 A. CONTRACTOR covenants that, for the term of this Agreement, no director, member, officer
10 or employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter, shall have any
11 interest, direct or indirect, in this Agreement or the proceeds thereof.

12 B. No member of or delegate to, the Congress of the United States shall have any interest,
13 direct or indirect, in this Agreement or to the benefits thereof.

ARTICLE 26. OWNERSHIP OF REPORTS AND DOCUMENTS

14
15 A. The originals of all letters, documents, reports and other products and data produced under
16 this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made
17 for CONTRACTOR's records but shall not be furnished to others without written authorization from
18 AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein
19 shall be retained by AUTHORITY.

20 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
21 descriptions, and all other written information submitted to CONTRACTOR in connection with the
22 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any
23 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected
24 with the performance of the project. CONTRACTOR shall comply with AUTHORITY's policies
25 regarding such material. Nothing furnished to CONTRACTOR, which is otherwise known to
26 CONTRACTOR or is or becomes generally known to the related industry shall be deemed confidential.

EXHIBIT C

1 CONTRACTOR shall not use AUTHORITY's name, photographs of the project, or any other publicity
2 pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or
3 other medium without the express written consent of AUTHORITY.

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

9 **ARTICLE 27. PATENT AND COPYRIGHT INFRINGEMENT**

10 A. In lieu of any other warranty by AUTHORITY or CONTRACTOR against patent or copyright
11 infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its expense any
12 claim or suit against AUTHORITY on account of any allegation that any item furnished under this
13 Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes
14 upon any presently existing U.S. letters patent or copyright and CONTRACTOR shall pay all costs and
15 damages finally awarded in any such suit or claim, provided that CONTRACTOR is promptly notified in
16 writing of the suit or claim and given authority, information and assistance at CONTRACTOR's expense
17 for the defense of same. However, CONTRACTOR will not indemnify AUTHORITY if the suit or claim
18 results from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form
19 infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in
20 combination with other material not provided by CONTRACTOR when such use in combination
21 infringes upon an existing U.S. letters patent or copyright.

22 B. CONTRACTOR shall have sole control of the defense of any such claim or suit and all
23 negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify AUTHORITY
24 under any settlement made without CONTRACTOR's consent or in the event AUTHORITY fails to
25 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at
26 CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim,

1 CONTRACTOR, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell
2 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and
3 copyright indemnity thereto.

4 **ARTICLE 28. FINISHED AND PRELIMINARY DATA**

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

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

20 **ARTICLE 29. COVENANT AGAINST CONTINGENT FEES**

21 CONTRACTOR warrants that he/she has not employed or retained any company or person,
22 other than a bona fide employee working for the CONTRACTOR; to solicit or secure this Agreement;
23 and that he/she has not paid or agreed to pay any company or person other than a bona fide employee,
24 any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or
25 resulting from the award, or formation of this Agreement. For breach or violation of this warranty, the
26 AUTHORITY shall have the right to annul this Agreement without liability, or at its discretion; to deduct

EXHIBIT C

1 from the Agreement price or consideration, or otherwise recover the full amount of such fee,
2 commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 30. LOBBYING

3
4 CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the certification
5 required by 49 CFR part 20, "New Restrictions on Lobbying". Each tier certifies to the above that it will
6 not or has not used Federal appropriated funds to pay any person or organization for influencing or
7 attempting to influence an officer or employee of any agency, a member of Congress, officer or
8 employee of Congress, or an employee of a member of Congress in connection with obtaining any
9 Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the
10 name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on
11 its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31
12 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE 31. HEALTH AND SAFETY REQUIREMENTS

13
14 CONTRACTOR shall comply with all the requirements set forth in Exhibit H, titled "Level 1
15 SAFETY SPECIFICATIONS." As used therein, "Contractor" shall mean "CONTRACTOR," and
16 "Subcontractor" shall mean "Sub-consultant."

ARTICLE 32. PRIVACY ACT

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

25 /

26 /

ARTICLE 33. INCORPORATION OF FTA TERMS

All contractual provisions required by Department of Transportation (DOT), whether or not expressly set forth in this document, as set forth in Federal Transit Administration (FTA) Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any requests, which would cause AUTHORITY to be in violation of the FTA terms and conditions.

ARTICLE 34. FEDERAL CHANGES

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

ARTICLE 35. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

ARTICLE 36. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

A. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil

EXHIBIT C

1 Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing this
2 Agreement, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has
3 made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement of the FTA
4 assisted project for which this Agreement's work is being performed. CONTRACTOR also
5 acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement,
6 submission, or certification, the Federal Government reserves the right to impose penalties of the
7 Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal
8 Government deems appropriate.

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

ARTICLE 37. RECYCLED PRODUCTS

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

ARTICLE 38. ENERGY CONSERVATION REQUIREMENTS

22
23 CONTRACTOR shall comply with mandatory standards and policies relating to energy
24 efficiency, which are contained in the state energy conservation plan issued in compliance with the
25 Energy Policy Conservation Act.

26 /

ARTICLE 39. CLEAN AIR

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

ARTICLE 40. CLEAN WATER REQUIREMENTS

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

ARTICLE 41. DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, CONTRACTOR is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

ARTICLE 42. FORCE MAJEURE

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

1 the other party; and provided further that such nonperformance is unforeseeable, beyond the control
2 and is not due to the fault or negligence of the party not performing.

3 Upon execution by both parties, this Agreement shall be made effective July 1, 2017.

4 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C- 7-1546 to be
5 executed on the date first above written.

6 **CONTRACTOR**

ORANGE COUNTY TRANSPORTATION AUTHORITY

7 By _____

By _____

8 Darrell Johnson
Chief Executive Officer

9
10 APPROVED AS TO FORM:

11 By _____

12 James M. Donich
General Counsel

13
14 APPROVED:

15 By _____

16 Ellen Burton
Executive Director, External Affairs

17
18 Date _____

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**DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR
FTA-ASSISTED CONTRACTS**

I. DBE Participation

It is the Consultant's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and the Orange County Transportation Authority's (Authority's) DBE program developed pursuant to these regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55 that is, a DBE firm 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.
- D. Consultant must not claim DBE participation as attained until the amount to be claimed is paid and fully adheres to DBE crediting provisions.

If the Consultant has committed to utilize DBE(s) in the performance of this DOT-assisted contract, the Consultant's submitted "DBE Race-Neutral Participation Commitment Form" will be utilized to monitor Consultant's DBE commitments, unless otherwise directed and/or approved by the Authority prior to the Consultant effectuating any changes to its DBE participation commitment(s) (*Refer to Subsection H: "Performance of DBE Subconsultants"*).

Consultant must complete and submit all required DBE documentation to effectively capture all DBE utilization on the Authority's DOT-assisted contracts whether achieved race neutrally or race consciously. Even if a Consultant has not committed to utilize DBE(s) in the performance of this contract, the Consultant must execute and submit all required DBE forms and other related documentation as specified under this contract or as otherwise requested by the Authority. No changes to the Consultant's DBE Commitment must be made until proper protocols for review and approval of the Authority are rendered in writing.

To ensure full compliance with the requirements of 49 CFR, Part 26 and the Authority's DBE Program, the Consultant must take appropriate actions to ensure that it will continue to meet the DBE Commitment at the minimal level committed to at award or will satisfy the good faith efforts to meet the DBE Commitment, when change orders or other contract modifications alter the dollar amount of the contract or the distribution of work. The Consultant must apply and report its DBE commitments against the total Contract Value, including any contract change orders and/or amendments.

II. DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), the 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".

The project is subject to these stipulated regulations and the Authority's DBE program. In order

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to ensure that the Authority achieves its overall DBE Program goals and objectives, the Authority encourages the participation of DBEs as defined in 49 CFR, Part 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.

Consultant must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subconsultant.

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

III. Authority's DBE Policy Implementation Directives

It is the policy of the Authority to ensure that DBEs can fairly compete for and perform on all Authority's DOT-assisted contracts and subcontracts. Accordingly, the Authority has adopted an overall DBE participation goal of 10% for FFYs 2016/2018. Although the Authority has not established a specific goal for DBE participation in this procurement all bidders are encouraged to take all reasonable steps to obtain DBE participation as set forth in Part 26, Title 49 CFR.

I. Definitions

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

1. ***"Disadvantaged Business Enterprise (DBE)"*** means a small business concern: (a) which is at least 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

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own it.

2. **"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 must 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.
3. **"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.
4. **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.
5. **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Consultant.
6. **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the 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

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owns or operates distribution equipment.

7. **"Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE and that attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR, Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR, Part 31. The Authority may refer the case to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.
8. **"Other Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or a recognized California Unified Certification Program Certifying Agency 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

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

IV. Submission of DBE Information and Ongoing Reporting Requirements (Post-Award)

If DBE participation is proposed on the contract, Consultant must complete and submit the following DBE exhibits (forms) consistent with Consultant's DBE Commitment within the specified timelines. Even if no DBE goal has been set on this Agreement, all DBE participation will be reported:

1. "Monthly DBE Subconsultant Commitment and Attainment Report Summary and Payment Verification" (Form 103)

The purpose of this form is to ensure Consultant DBE commitments are attained, properly reported and credited in accordance with DBE crediting provisions based on the capacity the DBE performs the scope of work/service. This form further serves to collect DBE utilization data required under 49 CFR, Part 26.

The Consultant is required to complete and submit a Form 103 to the Authority by the 10th of each month until completion of the contract. The Consultant must submit its first Form 103 following the first month of contract activity. Upon completion of the contract, the Consultant must complete and submit a "Final: Monthly DBE Subconsultant Commitment and Attainment Report Summary and Payment Verification" (Form 103) to facilitate reporting and capturing actual DBE attainments at conclusion of the contract.

The Form 103 must include the following information:

- A. General Contract Information – Including Contract Number and Name, Prime Consultant and the following:
 1. Original Contract Amount
 2. Running Total of Change Order Amount
 3. Current Contract Amount
 4. Amount Paid to Consultant during Month
 5. Amount Paid to Consultant from Inception to Date
 6. DBE Contract Goal
 7. Total Dollar Amount of DBE Commitment
 8. DBE Commitment at Award
- B. Listed and/Proposed Consultant/Subconsultant Information – For All DBE participation being claimed either Race Neutrally or Race Consciously, regardless of tier:
 1. DBE Firm Name, Address, Phone Number, DBE Type of Operation, Certification Type and Certification Number.
 2. DBE Firm Contract Value Information:
Original contract amount, running total of change order amount, Current contract amount, Amount paid to Consultant during month and Amount paid to Consultant to date.

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- 2. Consultant Assurance of Full Compliance with Prompt Payment Provisions** Consultant to sign the prompt payment assurance statement of compliance contained within the Form 103. Consultant is to further maintain and submit at the request of Authority a detailed running tally of related invoices submitted by DBE(s) and Non DBE(s), including dates of invoice submission, dates accepted and corresponding dates and amount of payments made. The Payment and Retention Reporting tally must also include:

DBE(s) and Non DBE(s) Invoice Number, Invoice Amount, Invoice Date, Prime Consultant's Invoice Number that incorporated the corresponding DBE and Non DBE invoice(s) for billing purposes, Date of Invoice submission to Authority, Date and amount Authority paid on Prime Consultant's Invoice. The report must also reflect a breakout of retention withheld (including retention as specified in subcontract agreement(s) and disputed invoice retention) and retention payments made, check number and date paid to DBE and Non DBE.

Consultant is advised not to report the participation of DBE(s) toward the Consultant's DBE attainment until the amount being claimed has been paid to the DBE. Verification of payments and/or a signed Verification of Payment by the applicable DBE or Non DBE must be submitted with Form 103 to authenticate reported payments.

3. DBE Subcontract Agreements

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

4. "Monthly DBE Trucking Verification" Form

Prior to the 10th of each month, the Consultant must submit documentation on the "Monthly DBE Trucking Verification" Form to the Authority showing the amount paid to DBE trucking companies. The Consultant must also obtain and submit documentation to the Authority showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contactor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Consultant must also obtain and submit documentation to the Authority showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month.

5. "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subconsultants"

Upon completion of the contract, a summary of these records must be prepared on the: "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subconsultants" and certified correct by the Consultant or the

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Consultant's authorized representative, and must be furnished to the Engineer. The form must be furnished to the Authority within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

6. "Disadvantaged Business Enterprises (DBE) Certification Status Change"

If a DBE Sub is decertified during the life of the project, the decertified Subconsultant must notify the Consultant in writing with the date of decertification. If a Subconsultant becomes a certified DBE during the life of the project, the Subconsultant must notify the Consultant in writing with the date of certification (Attach DBE certification/Decertification letter). The Consultant must furnish the written documentation to the AUTHORITY.

Upon completion of the contract, the "Disadvantaged Business Enterprises (DBE) Certification Status Change" must be signed and certified correct by the Consultant indicating the DBEs' existing certification status. If there are no changes, please indicate "No Changes". The certified form must be furnished to the Authority within 90 days from the date of contract acceptance.

V. DBE Eligibility and Commercially Useful Function Standards

A DBE must be certified at the time of Proposal submission:

1. A certified 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.
2. 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.
3. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
4. At time of proposal submission, 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>.
5. 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.

VI. DBE Crediting Provisions

1. When a DBE is proposed to participate in the contract, either as a Prime Consultant or

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Subconsultant, at any tier, only the value of the work proposed to be performed by the DBE with its own forces may be counted towards DBE participation. If the Consultant is a DBE joint venture participant, only the DBE proportionate interest in the joint venture must be counted.

2. If a DBE intends to subcontract part of the work of its subcontract to a lower-tier Subconsultant, the value of the subcontracted work may be counted toward DBE participation only if the Subconsultant is a certified DBE and actually performs the work with their own forces. Services subcontracted to a Non-DBE firm may not be credited toward the Prime Consultant's DBE attainment.
3. Consultant is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward 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.
4. The following types of fees or commissions paid to DBE Subconsultants, Brokers, and Packagers may be credited toward the prime Consultant's DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including:
 - A. Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the 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.
5. Consultant may count the participation of DBE trucking companies toward DBE attainment, as follows:
 - A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
 - B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - C. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks 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

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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.

6. If the Consultant listed a non-certified 1st tier Subconsultant to perform work on this contract, and the non-certified Subconsultant subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subconsultant or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward DBE participation on the contract. If a DBE Consultant performs the installation of purchased materials and supplies they are eligible for full credit of the cost of the materials.

VII. Performance of DBE Subconsultants

DBEs must perform work or supply materials as listed in the "Race-Neutral DBE Participation Commitment Form" specified under "*DBE Proposal Submission Requirements*" of these special provisions. Do not terminate a DBE listed Subconsultant for convenience and perform the work with your own forces or obtain materials from other sources without prior written authorization from the AUTHORITY.

The AUTHORITY grants authorization to use other forces or sources of materials for requests that show any of the following justifications (written approval from the AUTHORITY must be obtained prior to effectuating a substitution):

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulate a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a Consultants' license and listed DBE does not have a valid license under Consultants License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE delays or disrupts the progress of the work.
7. Listed DBE becomes bankrupt or insolvent.

If a listed DBE Subconsultant is terminated, you must make good faith efforts to find another DBE Subconsultant to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE commitment.

The substitute DBE must be certified as a DBE at the time of request for substitution. The AUTHORITY does not pay for work or material unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section.

VIII. Additional DBE Subconsultants

In the event Consultant identifies additional DBE Subconsultants or suppliers not previously identified by Consultant for DBE participation under the contract, Consultant must notify the Authority by submitting "Request for Additional DBE Firm" to enable Consultant to capture all DBE participation. Consultant must also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract

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ATTACHMENT A**

agreement can serve in lieu of the written confirmation).

IX. DBE “Frauds” and “Fronts”

Only legitimate DBEs are eligible to participate as DBEs in the Authority’s federally -assisted contracts. Proposers are cautioned against knowingly and willfully using “fronts.” The use of “fronts” and “pass through” subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse or mismanagement of Federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline: (800) 424-9071; or to the following: 245 Murray Drive, Building 410, Washington, DC 20223; Telephone: (202) 406-570.

X. Consultant’s Assurance Clause Regarding Non-Discrimination

In compliance with State and Federal anti-discrimination laws, the Consultant must affirm that they will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, the Consultant must affirm that they will consider, and utilize Subconsultants and vendors, in a manner consistent with non-discrimination objectives.

XI. Prompt Payment Clause

Upon receipt of payment by Authority, Consultant agrees to promptly pay each Subconsultant for the satisfactory work performed under this Agreement, no later than seven (7) calendar days. Consultant agrees further to return retainage payments to each Subconsultant within thirty (30) calendar days after the Subconsultant’s work is satisfactorily completed. Authority reserves the right to request the appropriate documentation from Consultant showing payment has been made to the Subconsultants. Any delay or postponement of payment from the above referenced time frames may occur only for good cause following written approval by Authority.

In accordance with 49 CFR part 26.29 “Prompt Payment Provisions” (DBE Final Rule) the Authority will elect to utilize the following method to comply with the prompt payment of retainage requirement:

Hold retainage from the Consultant and provide for prompt and regular incremental acceptances of portions of the Consultant, pay retainage to prime Consultants based on these acceptances, and require a contract clause obligating the Consultant to pay all retainage owed to the Subconsultants for satisfactory completion of the accepted work within thirty (30) days after payment to the Consultant.

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

These prompt payment provisions must be incorporated in all subcontract agreements issued by Consultant under this Agreement. Each subcontract must require the Subconsultant to make payments to sub-Subconsultants and suppliers in a similar manner.

XII. Administrative Remedies and Enforcement

Consultant must fully comply with the DBE contract requirements, including the Authority's DBE Program and Title 49 CFR, Part 26 "Participation of Disadvantaged Businesses in Department of Transportation Financial Assistance Programs" and ensure that all Subconsultants regardless of tier are also fully compliant. Consultant's failure to comply constitutes a material breach of contract, wherein the Authority will impose all available administrative sanctions including payment withholdings, necessary to effectuate full compliance. In instances of identified non-compliance, a Cure Notice will be issued to the Consultant identifying the DBE non-compliance matter(s) and specifying the required course of action for remedy.

The Consultant must be given ten (10) working days from the date of the Cure Notice to remedy or to (1) File a written appeal accompanied with supporting documentation and/or (2) Request a hearing with the Authority to reconsider the Authority's DBE determination. Failure to respond within the ten (10) working day period must constitute a waiver of the Consultant's right to appeal. If the Consultant files an appeal, the Authority, must issue a written determination and/or set a hearing date within ten (10) working days of receipt of the written appeal, as applicable. A final Determination will be issued within ten (10) working days after the hearing, as applicable.

If, after review of the Consultant's appeal, the Authority decides to uphold the decision to impose DBE administrative remedies on the Consultant, the written determination must state the specific remedy(s) to be imposed.

Failure to comply with the Cure Notice and/or to remedy the identified DBE non-compliance matter(s) is a material breach of contract and is subject to administrative remedies, including, withholding at minimum of two (2%) percent of the invoice amount due per month for every month that the identified non-compliance matter(s) is not remedied. Upon satisfactory compliance the Authority will release all withholdings.

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

EXHIBIT D: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the OCTA or any of its affiliated agencies. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

To be completed only if campaign contributions have been made in the preceding 12 months.

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- | | | |
|---|---------|---------|
| <input type="radio"/> the Prime Contractor | Yes____ | No ____ |
| <input type="radio"/> Subcontractor | Yes____ | No ____ |
| <input type="radio"/> Agent/Lobbyist hired by Prime
to represent the Prime in this RFP | Yes____ | No ____ |

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Board Member(s) to whom you and/or agent/lobbyist made campaign contributions and the dates of contribution(s) in the preceding 12 months. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: _____

Name of Contributor: _____

Date(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Michael Hennessey, Chairman

Lisa A. Bartlett, Vice Chair

Laurie Davies, Director

Barbara Delgleize, Director

Andrew Do, Director

Lori Donchak, Director

Steve Jones, Director

Mark A. Murphy, Director

Richard Murphy, Director

Al Murray, Director

Shawn Nelson, Director

Miguel Pulido, Director

Tim Shaw, Director

Todd Spitzer, Director

Michelle Steel, Director

Tom Tait, Director

Greg Winterbottom, Director

EXHIBIT E: 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 vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

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. Offeror shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal. 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) Litigation, claims, settlements, arbitrations, or investigations associated with contract:	
(2) Summary and Status of contract:	
(3) Summary and Status of action identified in (1):	
(4) Reason for termination, if applicable:	

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 F: DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
AND FORMS**

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION PROGRAM AND FORMS

1.0 DBE Goal

Although the Authority has not established a specific goal for DBE participation in this procurement, all bidders are encouraged to take all reasonable steps to obtain DBE participation as set forth in Part 26, Title 49 CFR.

2.0 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." The contract is subject to the following stipulated regulations. Pursuant to the intent of these Regulations, it is the policy of the Authority to:

- 2.1** Implement strategies that promote 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 and opportunities to participate in all of Authority's DOT-assisted contracting opportunities.
- 2.2** Ensure non-discrimination in the award and administration of Authority's DOT-assisted contracts.
- 2.3** Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
- 2.4** Ensure that only firms that meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
- 2.5** Help remove barriers to the participation of DBEs in DOT-assisted contracts.
- 2.6** Provide training and other assistance through our resource partners to address capital, bonding and insurance needs.
- 2.7** Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

Proposers 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.

Race-Neutral/Race-Conscious DBE Program Measures

The Authority will utilize both Race-Neutral and Race-Conscious means to meet its overall DBE Program goals.

Race-Neutral measures will include but are not limited to conducting outreach, training, providing other resource assistance and assessing proposal delivery schedules to ensure that DBEs interested in proposing for DOT-assisted solicitations are provided. Additional Authority Race-Neutral measures include ensuring that DBEs and other small business are afforded ample opportunity to participate in the Authority's DOT-assisted solicitations by unbundling large contracts to make them more accessible to small businesses and requiring or encouraging Prime Consultants to subcontract portions of work that they might, otherwise, perform with their own forces. Race-Neutral participation also 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.

In conjunction with the Race-Neutral measures listed above the Authority will implement Race-Conscious measures through the reinstatement of contract goals and good faith efforts. The Authority reinstates the use of meeting the contract-specific goal by committing to utilize DBEs or documenting a bona fide good faith effort to do so, as a condition of award. Contract-specific goals are specifically targeted at DBEs (*DBEs owned and controlled by Black Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, Asian-Pacific Americans, Sub-Continent Asian Americans, and Women*). In the event of a substitution, a DBE must be substituted with another DBE or documented adequate good faith efforts to do so must be made, in order to meet the contract goal and DBE contract requirements.

3.0 **Definitions**

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

- 3.1 ***"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.
- 3.2 ***"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.
- 3.3 ***"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:
- 3.3.1 "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
- 3.3.2 "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;
- 3.3.3 "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- 3.3.4 "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;

3.3.5 "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh; and

3.3.6 Women, regardless of ethnicity or race.

- 3.4 **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.
- 3.5 **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
- 3.6 **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- 3.7 **"Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE and that attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31. The Authority may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.
- 3.8 **"Other Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or the Authority to meet the social and economic disadvantage criteria described below.

3.8.1 Social Disadvantage

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

3.8.2 Economic Disadvantage

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

With respect to the individual:

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

- available markets

With respect to the individual and the business concern:

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

4.0 DBE Proposal Submission Requirements

Proposer shall complete and submit the following DBE Exhibits (forms) at the times specified with their Proposal:

- “Race-Neutral DBE Participation Commitment(s) Form” (Exhibit F-1)
- “Bidders List” (Exhibit F-2)

4.1 “Race-Neutral DBE Participation Commitment(s) Form” (Exhibit F-1) at time of Proposal. The Proposer is to provide the following information for each DBE that will participate in the contract:

- 4.1.1 The complete name and address of each DBE who will participate in the contract;
- 4.1.2 A description of the work that each DBE will perform or provide;
- 4.1.3 The dollar amount of the work to be performed or provided by the DBE;
- 4.1.4 Valid DBE Certification eligibility status, in conformance with 49 CFR, Part 26;
- 4.1.5 The Proposer 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 proposal can serve in lieu of the written confirmation).

4.2 “Bidders List” (Exhibit F-2)

The Authority is required by Regulations to create and maintain a “Bidders List” of all firms proposing or quoting on the Authority’s DOT-assisted contracts for use in calculating the Authority’s overall DBE goal. Proposers are required to complete and submit the requested information listed on the “Bidders List Form” for all firms (DBE[s] and Non-DBE[s]) who submitted a bid, quote and/or proposal, including firms who were contracted by the Prime Proposer.

The “Bidders List” shall be included with the proposal submission.



RACE-NEUTRAL PARTICIPATION COMMITMENT(S) FORM

NOTE: Please refer to instructions on the reverse side of this form.

Proposer to Complete this Section				
1. RFP No.: _____				
2. Project Name/Description: _____				
3. Prime Proposer Name: _____				
4. Contract DBE Goal %: <u>RACE-NEUTRAL 0%</u>				
DBE Commitment Information				
5. Proposed DBE Firm (Name and Address)	6. DBE Certification Number	7. Description of Scope of Services/Work to be Provided	8. Dollar Value (\$) and/or Percentage (%) Of Contract	9. Percentage (%) of Work to be Performed by DBE Firm(s)
Note: The proposer 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 proposal can serve in lieu of the written confirmation).			10. Total Value Claimed (\$) \$ _____	11. Total DBE (%) Claimed: _____ %
Proposer Assurance: The information on this form is complete and accurate and the proposer certifies that all DBE certifications and written confirmation documentation has been submitted to support the proposed DBE Commitment.				
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> _____ 12. Preparer's Name (Print) _____ </div> <div style="width: 30%;"> _____ 13. Preparer's Signature _____ </div> <div style="width: 30%;"> _____ 14. Preparer's Title _____ </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 30%;"> _____ 15. Date </div> <div style="width: 30%;"> _____ 16. (Area Code) Tel. No. </div> <div style="width: 30%;"> _____ 17. Email Address </div> </div>				

INSTRUCTIONS - DBE Participation Commitment(s) Form

Consultant Section

The Consultant shall:

1. **RFP No.-** Enter the RFP Number.
2. **Project Name/Description** - Enter the name and/or description of the project.
3. **Prime Proposer Name** - Enter the consultant's firm name.
4. **Contract DBE Goal %** - This contract is Race-Neutral, DBE participation is not required for award.
5. **Proposed DBE Firm** - Enter name and address of the proposed DBE Firm.
6. **DBE Certification Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date proposals are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract).
7. **Description of Scope of Services/Work to be Provided** - Enter the scope of services/work that the proposed DBE Firm will be performing for this project and is eligible to perform the scope of services/work.
8. **Dollar Value (\$) and/or Percentage of Contract-** Enter the proposed dollar value and/or percentage of commitment each listed DBE firm.
9. **Percentage (%) of Work to be Performed by DBE Firm(s)** - Percent of participation listed in column 8 of work to be performed or services to be provided by DBE firms. This percentage should include work to be self-performed by the listed DBE as well as work that will be performed by lower-tier subconsultants to the listed DBE. DBE credit will only be credited for work performed by DBE firms, non-DBE subconsultants should not be reflected in the percentage (%).
10. **Total Value Claimed (\$)**-Enter the total dollar value of DBE credit claimed.
11. **Total DBE % Claimed-** Enter the total race-neutral participation claimed.
12. **Preparer's Name (Print)** - Clearly enter the name of the authorized person signing the form for the consultant.
13. **Preparer's Signature** -The person completing this section of the form for the consultant's firm must sign their name.
14. **Preparer's Title** - Enter the position/title of the authorized person signing the form for the consultant.
15. **Date** - Enter the date the form is signed by the proposer.
16. **(Area Code) Tel. No.** - Enter the area code and telephone number of the authorized person signing the form for the consultant.
17. **Email Address-** Enter the email address of the authorized person signing the form for the consultant.

PLEASE NOTE: A firm is only eligible to count towards DBE participation in the NAICS codes contained within its California Unified Certification Program (CUCP) DBE Profile. Proposers are to verify that listed subconsultants contain DBE certification in the NAICS codes that they are being listed to perform.

BIDDERS LIST

Proposer: _____

RFP No.: _____

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 Proposer is to complete all requested information for every firm who submitted a bid, proposal or quote, including the primary Proposer, and submit this information at the time of proposal submission, or as otherwise specified in the solicitation. The AUTHORITY will utilize this information to assist in the AUTHORITY's overall DBE goal-setting process.

Prime Proposer's Information:

Name of Prime's Firm:	Phone: ()
Firm Address:	Fax: ()
	E-mail:
	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? Yes <input type="checkbox"/> No <input type="checkbox"/>	Check the box below for your firm's annual gross receipts last year:
DBE Certification Eligibility (place an "X"): ___ African American ___ Asian Pacific American ___ Native American ___ Woman ___ Hispanic American ___ Subcontinent Asian American ___ 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 firm (DBE and non-DBE) that submitted proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract:

Firm Name:	Phone: ()
Firm Address:	Fax: ()
	E-mail:
	Type of work/services/materials provided:

RFP 7-1546
Exhibit F-2

Number of years in business:	
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? Yes <input type="checkbox"/> No <input type="checkbox"/>	Check the box below for your firm's annual gross receipts last year:
DBE Certification Eligibility (place an "X"): ___ African American ___ Asian Pacific American ___ Native American ___ Woman ___ Hispanic American ___ Subcontinent Asian American ___ 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

Firm Name:	Phone: ()
Firm Address:	Fax: ()
	E-mail:
	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? Yes <input type="checkbox"/> No <input type="checkbox"/>	Check the box below for your firm's annual gross receipts last year:
DBE Certification Eligibility (place an "X"): ___ African American ___ Asian Pacific American ___ Native American ___ Woman ___ Hispanic American ___ Subcontinent Asian American ___ 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 Proposer to submit the required "Bidders List" form may deem the Proposer non-responsive.

EXHIBIT G: RESTRICTIONS ON LOBBYING

CERTIFICATION
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

A. DEFINITIONS

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

- b. A member of the uniformed services, as defined in the subsection 101(3), Title 37, United States Code.
 - c. A special Government employee, as defined in Section 202, Title 18, United States Code.
 - d. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix section 3.
- 7. **Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.**
 - 8. **Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.**
 - 9. **Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.**
 - 10. **Recipient, as used in this clause, includes the CONSULTANT and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.**
 - 11. **Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.**
 - 12. **State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having**

governmental duties and powers.

B. PROHIBITIONS

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

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

capabilities.

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

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

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

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

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

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

b. Professional and technical services

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

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

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

person requesting or receiving a covered Federal action include contractors and trade associations.

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

c. Disclosure

- (1) The consultant who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities,

(Attachment to the bid package) if such person has made or had agreed to make any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.

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

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

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

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

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

- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime consultant. The prime consultant shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding consultant.

d. Agreement

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

e. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31

U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

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

f. Cost Allowability:

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

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf (name of 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 making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

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

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

Executed this _____ day of _____, 201__

By _____
(Signature of authorized official)

(Title of authorized official)

DISCLOSURE OF LOBBYING ACTIVITIES

(See reverse for public burden disclosure.)

OMB
003480045

[illegible]

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.

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

EXHIBIT H: LEVEL 1 SAFETY SPECIFICATION

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Orange County Transportation Authority (Authority) health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, 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's HSEC requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The HSEC 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 of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, 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 Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of public and workers.

1.2 INJURY AND ILLNESS PREVENTION PLAN

- A. The Contractor shall submit to the Authority, a copy of their company Injury and Illness Prevention Plan (IIPP) in accordance with 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.

- B. Contractor shall provide a copy of the Policy or Program of Company's Substance Abuse Prevention Policy that complies with the 1988 Drug Free Workplace Act.

1.3 HAZARD COMMUNICATION

- A. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of MSDS for all applicable 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.

1.4 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 immediate verbal notice followed by a 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 Authority.

1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally

minimum PPE requirements include eye protection; hearing protection, head protection, class 2 safety reflective vests, and appropriate footwear.

- B. The Contractor, its subcontractors, 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 or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.6 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Authority Construction Management Procedures Manual
- E. Authority Yard Safety Rules

END OF SECTION

EXHIBIT I: CERTIFICATION OF CONSULTANT COMMISSION AND FEES

CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the _____, and duly authorized representative of the firm of _____, whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

(Signature)

EXHIBIT J: PROPOSAL EXCEPTIONS AND/OR DEVIATION

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

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

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

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

