

DRAFT REQUEST FOR PROPOSALS (RFP) 1-3279

OC STREETCAR TICKET VENDING MACHINES



**ORANGE COUNTY TRANSPORTATION AUTHORITY
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P.O. Box 14184
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Key RFP Dates

Issue Date:	September 27, 2021
Pre-Proposal Conference Date:	October 5, 2021
Question Submittal Date:	October 11, 2021
Proposal Submittal Date:	November 8, 2021
Interview Date:	December 15, 2021

FEDERAL TRANSIT ADMINISTRATION FUNDED PROJECT

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September 27, 2021

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 1-3279: "OC STREETCAR TICKET VENDING MACHINES"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites qualified Offerors to submit a proposal to provide ticket vending machines (TVM) for the upcoming OC Streetcar. The budget for this effort is \$2,366,852 for a five-year initial term.

The Authority has set a **four percent (4%)** Disadvantaged Business Enterprise (DBE) participation goal for this project.

Proposals are due at or before 2:00 p.m. on November 8, 2021.

Proposals must be submitted electronically through the following URL link: <https://www.octa.net/Proposal Upload Link> at or before 2:00 p.m. on November 8, 2021. Select "RFP 1-3279" from the drop-down menu and follow the instructions as prompted.

PLEASE NOTE:

Hard copy proposal submission will not be accepted for this RFP. Proposals must be submitted electronically at the link stated above and by the date and time as indicated.

Proposals and amendments to proposals received after the date and time specified above will not be accepted.

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 1-3279, 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>
Fare Collection Equipment	Fare Collection Equipment
Maintenance Services –	Fare Collection Equipment
Equipment	Service
Professional Consulting	Fare Collection Consulting

A pre-proposal conference will be held via teleconference on October 5, 2021, at 9:00 a.m. Prospective Offerors may call-in using the following credentials

- Call-in number: +1 916-550-9867
- Conference ID: 358 548 748#

No on-site meeting will be held. A copy of the presentation slides and a pre-proposal registration sheet will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established December 15, 2021 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 via teleconference on October 5, 2021, at 9:00 a.m. Prospective Offerors may call-in using the following credentials.

- Call-in number: +1 916-550-9867
- Conference ID: 358 548 748#

No on-site meeting will be held. A copy of the presentation slides and a pre-proposal registration sheet will be issued via addendum prior to the date of the pre-proposal conference. 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:

Iris Deneau, Senior Contract Administrator
Contracts Administration and Materials Management Department
Email: ideneau@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 (email), 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 via email to ideneau@octa.net no later than 5:00 p.m., on October 11, 2021.
- b. Requests for clarifications, questions, and comments must be clearly labeled, "RFP 1-3279 OC Streetcar Ticket Vending Machines, Written Questions." The Authority is not responsible for failure to respond to a request that has not been labeled as such.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than October 19, 2021. 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 Iris Deneau, Senior Contract Administrator.

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

<u>Category:</u>	<u>Commodity:</u>
Fare Collection Equipment	Fare Collection Equipment
Maintenance Services – Equipment	Fare Collection Equipment Service
Professional Consulting	Fare Collection Consulting

Inquiries received after 5:00 p.m. on October 11, 2021 will not be responded to.

F. SUBMISSION OF PROPOSALS

Offeror is responsible for ensuring third-party deliveries arrive at the time and place as indicated in this RFP.

1. Date and Time

Proposals are due at or before 2:00 p.m. on November 8, 2021.

Proposals must be submitted electronically through the following URL link: <https://www.octa.net/Proposal Upload Link> at or before 2:00 p.m. on November 8, 2021. Select “RFP 1-3279” from the drop-down menu and follow the instructions as prompted.

PLEASE NOTE:

Hard copy proposal submission will not be accepted for this RFP. Proposals must be submitted electronically at the link stated above and by the date and time as indicated.

2. 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 issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying firm-fixed prices for individual tasks specified in the Scope of Work, included in this RFP as Exhibit A. The Agreement will have a five-year initial term with one, five-year option term.

L. CONFLICT OF INTEREST

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

an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

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.

M. CODE OF CONDUCT

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

N. DEBARMENT & SUSPENSION

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

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

A process has been established by 2 CFR Part 180, as adopted and supplemented by 2 CFR Part 1200 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.

O. DISADVANTAGED BUSINESS ENTERPRISE

In conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," the Authority has established a four percent (4%) Disadvantaged

Business Enterprise (DBE) participation goal for the services required in this solicitation.

P. PREVAILING WAGE

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et.seq., and all applicable Federal requirements respecting prevailing wages.

It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum wage schedules. The proposer to whom a contract for the work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices.

Copies of the prevailing rates of per diem wages are on file at the Authority's principal office at 550 S. Main Street, Orange, CA 92868 and are available to any interested party on request.

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. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed one hundred (100) pages in length, excluding price proposal, cover letters, resumes, or required forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to 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, telephone 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. Firm Qualifications, Related Experience, and References

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) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (4) 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
- (5) Describe in detail 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. This should include at minimum: a detailed description of similar projects including the year, specific scope, and staff that are similar. An explanation of the way the firm's unique experience makes it qualified for this scope of work.
- (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.
- (7) In the past ten years, has the Offeror been asked to address allegations of adverse past performance (e.g., by Cure Letter and/or Notice to Show Cause Letter) to which the Offeror has responded? If yes, provide a detailed description of the performance issues, Offeror's response(s), and the remedies

undertaken to correct the issues. Adverse past performance is defined as unsatisfactory or poor work or a less-than-satisfactory rating on any evaluation or any unfavorable comment received from an agency without a formal rating system.

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 in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment, and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Technical Approach/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) Provide a detailed description of the proposed equipment including: a) illustrations that show dimensions and materials

used; b) functionality as it relates to the requirements of the Scope of Work; c) the proposed customer/employee interfaces (display unit, visual and audio indicators) with a scaled illustration of the proposed displays; d) the hardware communication interfaces provided; e) the maintainability of modules and assemblies.

- (2) Identify when, where, and quantity of proposed equipment has been successfully deployed in a transit agency. To establish a design as service-proven, the Offeror shall submit specific details of the project that can be verified by provided references.
- (3) The Offeror may propose a design which is largely unchanged from a service-proven design, but which varies slightly in design or manufacture to meet these requirements, including newer generations of service-proven equipment. The Offeror shall show, in detail, what has been changed and why such changes will not adversely affect operation or maintenance in the planned environment.
- (4) Describe and provide diagrams of the proposed fare system architecture that clearly identify the relationship of the proposed system and devices; the interface points of each element and the physical and logical communication standards; the development status of each software and hardware module (i.e. what has already been developed and what will need to be developed for this project) and the open architecture Application Programming Interfaces (APIs) that will be used to send data between the different sub-systems.
- (5) Provide a detailed description of the proposed configuration of each back office module including system hardware, interfaces, databases, applications software, and supported functionality. Indicate which applications and functions are already operational, and which must be developed.
- (6) Present the proposed project schedule, clearly identifying critical milestones to achieve system design, installation, pilot, and final acceptance. Identify anticipated risks in the proposed schedule and strategies to mitigate them. Describe solutions or suggestions to meeting or accelerating the timeline without impacting the integrity of the requirements.
- (7) Describe the various testing phases of the capital portion of the proposed solution. Identify the duration, proposed location, and personnel (by function or department) recommended for participation in each testing phase.

- (8) Describe the proposed installation plan, including timeline and expected level of involvement by Authority personnel.
- (9) Provide a list of training courses, identifying the format (e.g., classroom, field, etc.), duration, capacity, and recommended staff participation (by function or department).
- (10) Identify methods that Offeror will use to ensure quality control, as well as budget and schedule control for the project.
- (11) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (12) 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 (Exhibit I) 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 (Exhibit I) 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/or deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and/or 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 pricing to provide the services for each work task described in Exhibit A, Scope of Work.

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B) and follow the instructions described in Exhibit B. The Offeror may furnish any narrative required to explain the prices as a separate attachment to the price sheets. It is anticipated that the Authority will issue a firm-fixed-price contract.

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 Board 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.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime contractor, subconsultants, lobbyists, and agents are required to report all campaign contributions made from the proposal submittal date up to and until the Board of Directors makes a selection.

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 the completed form(s) as part of its proposal.

3. Disadvantaged Business Enterprise Program and Forms

In conformance with Title 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” proposers must complete the following forms:

- DBE Participation Commitment Form
 - Written Confirmation (required from each proposed DBE firm listed on the DBE Participation Commitment Form)
- DBE Information – Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the “DBE Participation Commitment Form”)
- Bidders List

4. Certification of Restrictions on Lobbying

This form requires the Offeror to certify compliance with the lobbying requirements of 31 U.S.C. Section 1352 and the applicable regulations under 49 CFR part 19 and 20. (Required if the bid is equal or greater than \$100,000). The offeror is required to submit the “Certification of Restrictions on Lobbying Form” and “Disclosure of Lobbying Activities Form,” in order for the Offeror’s proposal to be responsive and to be considered for evaluation.

5. Disclosure of Lobbying Activities

This form requires the Offeror to disclose lobbying activities pursuant to the requirements of 31 U.S.C. Section 1352. If Offeror does not have any

reportable activities to disclose, they shall check the box entitled “No Reportable Activities” on the attached Standard Form-LLL “Disclosure of Lobbying Activities” and complete Section 16 of the form in order for the Offeror’s proposal to be responsive and to be considered for evaluation. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

6. Safety Specifications

Offerors shall comply with Safety Specifications Level 2 as included in this RFP as Exhibit H, during the term of the awarded Agreement.

7. Proposal Exceptions and/or Deviation Form

Offerors shall complete the form entitled “Proposal Exceptions and/or Deviations” provided in this RFP and submit it as part of the original proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

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 20%**

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"; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
- 3. Technical Approach/Work Plan 35%**

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, including testing phases, installation plan, and training courses; utility of suggested technical or procedural innovations; description of proposed equipment, fare system architecture, and configuration of back office module.
- 4. Cost and Price 25%**

Reasonableness of the total price, as well as the individual tasks; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established December 15, 2021, 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

1 Project Overview

1.1 Summary

The Orange County Transportation Authority (OCTA) is seeking proposals for a Ticket Vending Machine (TVM) System for the OC Streetcar project. The TVM System will consist of one (1) or two (2) vending machine(s) located at each Streetcar platform, with the following high-level features:

- Proven design and footprint that has been previously deployed in an outdoor transit environment.
- Ability to vend paper tickets with embedded 2D barcodes that can be validated with optical validators.
- Intuitive touch screen customer interface that supports various fare products.
- Payment with both cash and credit/debit cards compliant with Payment Card Industry (PCI) and Europay Mastercard Visa (EMV) standards. No change issuance is required.
- PCI compliant hosted or cloud-based central management system to manage and configure the system, in addition to reporting and data querying capabilities.
- Open architecture with unrestricted access to system Application Programming Interfaces (API) to allow future integration and expansion of the system.

This document contains functional requirements that describe the intended system outcome design while allowing the flexibility for an accelerated and agile implementation.

1.2 Streetcar Information

OCTA is building sixteen (16) Streetcar platforms across ten (10) stations, requiring one (1) or two (2) TVMs on each platform. The available space for the TVM System is limited, allowing up to two (2) small form factor TVMs at each station. There are a total of ten (10) stations:

1. Santa Ana Regional Transportation Center (center platform at transportation hub), City of Santa Ana
2. Lacy Street (both platforms on Santa Ana Blvd), City of Santa Ana
3. French Street (W. platform on Santa Ana Blvd, E. platform on 4th Street), City of Santa Ana
4. Sycamore Street (W. platform on Santa Ana Blvd, E. platform on 4th Street), City of Santa Ana
5. Ross Street (W. platform on Santa Ana Blvd, E. platform on 4th Street), City of Santa Ana
6. Flower Street (both platforms on Santa Ana Blvd), City of Santa Ana
7. Bristol Street (both platforms on Santa Ana Blvd), City of Santa Ana
8. Raitt Street (center platform on right-of-way), City of Santa Ana
9. Fairview Street (center platform on right-of-way), City of Santa Ana
10. Harbor Blvd. (center platform at Harbor/Westminster transportation hub), City of Garden Grove

There are sixteen (16) individual platforms, but four (4) of the platforms are center platforms serving both Eastbound and Westbound tracks or two (2) terminus tracks. Twelve of the platforms are side platforms only serving Eastbound or Westbound tracks (but not both). Table 1-1 shows the platform type and TVM quantity for each station, and Figure 1-1 shows the overhead map of the Streetcar alignment.

Table 1-1: Station Quantities

Station	Station Name	Platform Type	# of Platforms	# of TVMs
1	SARTC	Bi-directional center platform	1	2
2	N. Lacy Street	Single direction side platform	2	2
3	N. French Street	Single direction side platform pair	2	4
4	N. Sycamore Street	Single direction side platform pair	2	4
5	N. Ross Street	Single direction side platform pair	2	4
6	N. Flower Street	Single direction side platform	2	2
7	N. Bristol Street	Single direction side platform	2	2
8	N. Raitt Street	Bi-directional center platform	1	2
9	N. Fairview Street	Bi-directional center platform	1	2
10	N. Harbor Boulevard	Bi-directional center platform	1	2
Spares				2
Total			16	28 *

* This is an estimated total, the final quantities will be determined prior to contract execution.

Figure 1-1: Streetcar Map



1.3 Project Timeline

The TVM System project timeline is expected to be aggressive, but may be dynamic as external factors change. The implementation period from Notice to Proceed (NTP) to a test environment deployment of two (2) units shall be no longer than nine (9) months, at which point an integration testing phase will verify TVM functionality, back office modules, network connectivity, API connections and other field conditions. The implementation period will consist of one (1) design review to facilitate a rapid resolution of outstanding design decisions.

Once the Field Integration Testing (FIT) successfully passes, a Pilot test will initiate acceptance testing, which also includes the full delivery and installation of the remaining units within thirteen (13) months of NTP. Once all units are installed, a Final Acceptance Test will be performed to verify that all units are meeting the design and performance requirements in this specification.

The successful completion of Final Acceptance will ideally occur within fifteen (15) months from NTP. Final Acceptance will start the two (2) year warranty period, and start a five (5) year Operations and Maintenance contract with another five (5) year option, for a total of ten (10) possible years.

Figure 1-2 provides an overview of the estimated project timeline. This figure is meant as an estimate only, and the project team will revisit/revise the project schedule regularly. Contractors are encouraged to provide feedback and innovative suggestions to minimize risk and ensure that the fifteen (15)-month project schedule can be met successfully.

Figure 1-2: Estimated Project Timeline

Phase	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Notice to Proceed (NTP)																			
Requirements Review																			
Design Review																			
Manufacture Start																			
Factory Testing																			
Integration Testing																			
Pilot																			
Installation																			
Final Acceptance																			
Contingency																			

2 Common Requirements

2.1 Proven Design

The TVM system to be provided by the Contractor will be based on a service-proven, or derived from a service-proven design, that will meet the following criteria:

- The proposed TVM will be nearly identical in design and construction to a model deployed and in revenue service (e.g. in use and passed system acceptance) at a minimum of one (1) transit agency.
- Successfully integrated TVMs with a hosted back office system at a minimum of one (1) transit agency.
- Has achieved a level of reliability, accuracy, and availability consistent with the performance requirements in these specifications at a minimum of one (1) transit agency.
- Successfully designed, manufactured, tested, installed, and acceptance within a project timeline comparable to the timeline in this specification.
- Solution has been demonstrated to successfully integrate with other third-party solutions, such as an account-based fare collection system.

Given the accelerated schedule associated with this project, it is expected that the proposed system will not deviate significantly from an already proven and implemented design. OCTA prefers a proven solution with flexibility to make project-specific design adjustments as required. Contractors are encouraged to identify elements of their proposed system that have been already implemented on previous projects, and those that will require updating or additional development for OCTA.

2.2 Open Architecture

The TVM System will be based on an account-based, open payment architecture with key system interfaces supported by Application Programming Interfaces (APIs) that are fully owned or licensed to OCTA. The open architecture will provide flexibility as technology and OCTA needs evolve.

- The open architecture will apply to all fare media, system interfaces and transaction formats used for the management, distribution, payment, and inspection of fares. There is a general preference for the use of open standards and cloud-based applications.
- OCTA will own all data generated by the equipment, systems, and software delivered. OCTA will be able to freely access and distribute all data free of charge. OCTA will retain ownership of all data in perpetuity with no restrictions or additional cost.
- All open architecture APIs, libraries, documentation, and data exchange formats will be provided to OCTA under a perpetual license to enable internal use and distribution to third-parties at no additional cost to OCTA.

2.3 Project Management

The Contractor will provide comprehensive project management to ensure adequate technical and administrative oversight, manage project schedule and budget, and effective communications with OCTA.

Project management activities will include:

- No later than twenty-one (21) calendar days following NTP, the Contractor shall participate in a project kickoff meeting to be held at OCTA offices. The Contractor shall work with OCTA to assemble an agenda for the meeting that covers topics including, but not limited to:
 - Introductions of key OCTA and Contractor points of contact
 - Review of project roles and responsibilities
 - Review of Contractor's scope of work and system requirements
 - Presentation of draft project baseline schedule
 - Discussion of key risks or project concerns
 - Establish ongoing communications schedule and format
- The Contractor shall prepare a Project Management Plan (PMP) addressing project staffing/organization, quality plan, and the master project schedule. The PMP is to be submitted within twenty-one (21) calendar days following the NTP.
- A master project schedule will be provided in Gantt format and show the major activities, sub-activities, milestones, and timelines required to implement the system from Notice to Proceed through to Final System Acceptance.
 - The schedule shall define all required stakeholder responsibilities and activities in the timeline. All project events and/or milestones which the Contractor views as the responsibility of OCTA shall be clearly identified in the schedule.
- The PMP, including the schedule shall be updated by the Contractor on a monthly basis to reflect any changes that have occurred.
- The Contractor shall convene regular progress review meetings, providing any required conference call facilities, such as:
 - Bi-weekly project management meetings with OCTA.
 - Technical and contractual interface meetings with any other relevant parties (e.g. other Contractors, sub-Contractors) as needed.
- The Contractor shall maintain an Action Item List (AIL), which shall be submitted regularly and maintained throughout the project to track the progress against, and current status of, all open issues.
- The Contractor shall identify their key personnel and when they are recommended to be onsite during key project activities. OCTA shall have the right to reject any changes to key personnel if the Contractor is unable to demonstrate that the proposed replacement provides an equivalent or better level of experience and expertise.

2.4 Project Team

- The Contractor will designate responsible and experienced individuals to serve as the Project Manager (PM) and Technical Lead for the term of the Contract and maintain close collaboration with OCTA. These team members shall constitute Key Personnel.

- The PM will be someone who has managed projects of similar size and complexity and who possesses full authority to render project resources and technical and commercial decisions on behalf of the Contractor.
- The Technical Lead will have served in the lead technical position on projects of similar size and complexity and who possesses a command of the technologies that will be utilized as part of the implementation.
- An on-site representative (the PM and/or technical lead) will be located in the OCTA region during key project milestones, and from Integration Testing through completed installations. The on-site representative will give OCTA at least two (2) weeks advance notice of any anticipated changes to their onsite availability.

2.5 System Security

- The Contractor shall be responsible for ensuring that the system is compliant with all applicable PCI standards at the time of Final Acceptance.
- All systems components and interfaces shall be compliant with OCTA, local, and state policies for the handling of customer Personally Identifiable Information (PII).
- All data transmission between any parts or components of the system, as well as other outside servers will be secured using Secure Socket Layers (SSL). SSL certificates will be acquired from known and reputable certifying authorities. The Contractor shall adhere to FIPS 140-2 or equivalent encryption standards.
- The Contractor's system must provide for configurable, role-based user access, so that users will only be able to access data and functionality pertaining to their respective job functions.
- System security features will be maintained, and security issues will be addressed as they arise throughout the terms of the Contract. Operating system updates, software patches, bug fixes, and system enhancements to address identified security issues will be provided.
- Should OCTA deem it necessary, the Contractor shall support a system security assessment (reviewing, examining, testing), with independent review and testing of system components prior to and/or following launch.

2.6 Design Review

The objective of the design review is to evaluate details of the Contractor's design, and to collect OCTA feedback and confirmation of the final design and configuration. The Contractor will be required to participate in and submit documentation in support of one design review.

2.6.1 Contract Data Requirements List

Contract Data Requirements List (CDRL) documents will be submitted by the Contractor that will contain information that identify the design details of the system and associated services. The CDRL documents will be reviewed and approved by OCTA. Topics to be included in the CDRLs are to include, at a minimum:

- TVM Hardware Design
- TVM Software Design

- Ticket and Fare Media Design
- System Architecture
- API Documentation
- Hosting Plan
- Configuration Management
- System Monitoring
- Data and Reporting
- Test Plan
- Training Plan
- Installation Plan
- Maintenance Plan
- Performance Measurement

2.6.2 Design Review Workshop

The objective of the Design Review Workshops is to convene all project stakeholders to finalize the detailed system design that satisfies all of the requirements and capabilities in this specification.

- No later than thirty (30) calendar days following NTP, the Contractor shall participate in a requirements review with OCTA to verify expectations and clarify any outstanding questions regarding requirements or risks. The requirements review may take place during the project kickoff, or separately depending on Contractor and OCTA availability.
- The Contractor shall develop and submit the required CDRLs within sixty (60) calendar days of NTP.
- A Master Issues List (MIL) will be created to record OCTA's review comments and will be provided to the Contractor within fifteen (15) business days of receipt of the last CDRL.
- Design Review Workshops will be held no later than ten (10) business days after OCTA comments to the CDRLs are submitted.
- Design Review Workshops will be held with key Contractor and OCTA staff at the OCTA location. Each CDRL and MIL will be discussed, and any outstanding questions or issues will be resolved during the design review meetings where possible.
- All issues discussed during the workshops will be documented by the Contractor. OCTA will determine the appropriate action required to close an issue.
- If deemed necessary by OCTA, the Contractor will re-submit updated design documents for review and approval that incorporate necessary changes identified during the workshops.
- The final design review package will be approved upon OCTA determination that all identified MIL comments and design issues have been addressed.

2.7 Testing

The Contractor shall plan, perform, monitor, and document all tests required to design and deliver the approved final design of the integrated system. All system components and subsystems will be tested individually and in integrated environments to ensure that they meet all technical and functional requirements in these specifications.

- The Contractor shall provide all labor and materials required for system testing, including but not limited to fare media, payment (test cash and cards), and all support services required to stage, inspect, and test all hardware and software being supplied.
- All tests and inspections will be documented by the Contractor, and monitored and signed off by OCTA or their representatives, as well as by the Contractor or its representatives.
- The Contractor shall submit a Test Plan for OCTA review and approval at least thirty (30) days prior to each testing phase. The Test Plan will include a description of each test, along with detailed test scripts to be performed as part of the test. Test scripts will include test case setup instructions and preconditions, step-by-step instructions for performing the test, and expected results for each step.
- The Contractor shall submit a written report for each test that is performed, including copies of all data generated during the test, for OCTA review and approval. Reports will be submitted to OCTA for review and approval within ten (10) calendar days of the completion of any test.
- The Contractor may propose an accelerated test plan that combines or abbreviates phases, as long as the functional requirements are met.

Testing will be completed in three phases: Factory Testing, Integration Testing, and Acceptance Testing.

2.7.1 Factory Testing

The purpose of factory testing is to confirm that each manufactured piece of equipment meets the hardware configuration and quality requirements in this specification. Factory testing will include but is not limited to:

- First Article Configuration Inspection (FACI) test to confirm that the first unit being manufactured complies with these specifications, including design configuration and drawings as approved during final design review. FACI will occur on the first production units, and will be verified and approved by OCTA prior to volume manufacturing.
- Factory Acceptance Test (FAT) to demonstrate that the components meet the environmental and maintainability requirements contained in this specification. If the Contractor has already conducted similar environmental tests on identical or nearly identical equipment, OCTA may, but is not obligated to, accept the results of those tests.
- Production Acceptance Test (PAT) to demonstrate that each piece of equipment manufactured is operational and meets the quality requirements set by the Contractor. The Contractor shall perform PAT on each system component at the point of manufacture as an integral part of their QA program. OCTA reserves the right to review and/or witness the PAT procedure.

2.7.2 Integration Testing

The purpose of integration testing is to confirm that all of the TVM features and back office requirements in this specification are satisfied. Integration testing will include but is not limited to:

- Functional Unit Testing (FUT) to demonstrate in a laboratory environment that each of the system components and associated software furnished by the Contractor meet all functional requirements.
- The Contractor shall complete functional tests for all devices to verify the proper performance and operation of the devices and back office components. These tests will demonstrate all functions described in these specifications, including review of all user-accessible screens and commands.
- System Integration Test (SIT) to demonstrate the integration of the devices and back office. SIT will also test communications and data transmission over OCTA and third-party networks, as required to complete the tests. With successful completion of SIT, all software and configuration files will be “frozen,” and the Contractor shall make no changes without OCTA authorization.
- SIT will include a series of detailed transactions and other operations that will fully emulate a broad spectrum of usage and operating scenarios. The Contractor shall provide a list of operating scenarios as part of the SIT test procedure for OCTA review and approval.
- Upon completion of SIT and initial field installation activities, the Contractor shall conduct a Field Integration Test (FIT) wherein all devices, back office systems, and all other aspects of the system are exercised in the production environment. The FIT will demonstrate that the system is ready to enter the Acceptance testing phase.

2.7.3 Acceptance Testing

Acceptance testing will include a Pilot and a System Acceptance Test (SAT) which will verify final functionality prior to Final System Acceptance.

2.7.3.1 Pilot

Following successful integration testing and initial field installations, OCTA will conduct a Pilot using a limited and controlled user population to exercise all system functions, fare products, and policies.

- OCTA will determine how many devices and what users will participate in Pilot in coordination with the Contractor.
- All test data will be purged from the system prior to the start of the pilot.
- The Pilot will be designed to exercise all system functions, fare products, and policies that will be available in the final production system. The Contractor shall report on all system performance requirements defined in the Performance Measurement section throughout the Pilot. All critical issues will be recorded and corrective actions taken prior to completion of the pilot.
- The Pilot program will last at least thirty (30) days, unless a critical failure causes suspension of the pilot. When a critical failure has been resolved, the pilot will resume for a duration determined by OCTA.

2.7.3.2 System Acceptance Test

When the Pilot is complete, the Contractor shall commence the System Acceptance Test (SAT), which will verify that the system and all provided equipment meet the system performance requirements specified in the Performance Measurement section prior to Final Acceptance.

- SAT will be performed in the production environment with all components, subsystems, and networks completely operational, online, and in service.

- SAT will last at least 30 days in which all system components shall meet or exceed all performance requirements defined in the Performance Measurement section. The SAT test plan will describe how the Contractor will measure and report on each of the performance requirements throughout SAT.
- The successful completion of SAT will indicate Final Acceptance and designate the beginning of revenue service and the start of the warranty term. Achievement of Final Acceptance will be based upon the successful completion of SAT and delivery of all contract required work, equipment, and documentation, and is subject to written approval from OCTA.

2.8 Training

The Contractor shall provide comprehensive training to educate OCTA personnel on all details of the fare collection system, enabling them to properly operate, service, and maintain the system and each of its components throughout its useful life.

- The Contractor shall develop and submit a training plan that documents the training program and each course to be delivered.
- The training courses will include the following topics at minimum, and will accommodate at least fifteen (15) staff per course:
 - Field Maintenance and Servicing
 - Operation, Configuration, and Administration
 - Back Office Accounting
 - Back Office Administration
 - Report and Query Generation and Customization
 - Support Systems and Special Tools
 - Customer Service Training
- The Contractor shall develop and deliver training courses that provide OCTA training instructors with the necessary instruction to deliver system training in the future without additional Contractor support.
- In addition to training materials and instruction, the Contractor shall provide instruction manuals on how to manage, operate, and maintain the entire fare collection system on an ongoing basis. The manuals will include detailed documentation for all equipment, systems and software.

2.9 Installation

The Contractor shall supply all labor, supervision, and materials required for installation of all new equipment and systems delivered.

- Proposers shall describe expectations for facilities, personnel, access, and assistance to be provided by OCTA.
- The Contractor shall arrange for access and approval to complete all installations, from the OCTA Project Manager.

- For installation planning purposes, proposals shall be submitted with the assumption that installation activities will be required outside of normal business hours.
- The Contractor shall provide a complete installation solution and all required installation services including all labor, materials, parts, interconnect cables and connectors in order to deliver a fully operational system.
- The Contractor shall be responsible for all work and expenses relating to the design, manufacture, storage, staging, and delivery of the equipment at each location specified by OCTA.
- The Contractor shall provide suitable, off site secure storage facilities for all equipment prior to installation in OCTA facilities.
- Installation sites shall be left clean and free from rubbish and debris. All material associated with site preparation, unpacking of shipping materials, and/or installation of new equipment related to this project shall be removed from the premises by the Contractor and properly disposed.
- Any damage to OCTA property or equipment due to acts of the Contractor during installation shall be corrected at the Contractor's expense.
- The Contractor shall include in its proposal any assumptions regarding the expected Contractor person hours to prepare and install equipment.
- Installation of the TVM equipment will be subject to California State Prevailing Wage and Davis Bacon wage rates. The Contractor is responsible for ensuring compliance with the Prevailing Wage and Davis Bacon Requirements per the RFP Document.

2.9.1 Platform Installation

- The Contractor shall be responsible for supplying and installing any required cables (power and network) into existing conduits, and for supplying anchoring bolts and installing them into the concrete platform. As part of the design process, the Contractor shall submit plans for such work in accordance with applicable building codes and other regulations.
- Before the contractor starts installing the machines on platforms a test machine will be verified at the location using temporary power and network connectivity to ensure correct functionality at each station.
- The Contractor will coordinate the final installation of the machines at the platforms based on the opening date of the system. It is anticipated that the machines will be installed between five (5) and ten (10) weeks ahead of the system opening with the final date coordinated with OCTA.
- An OCTA representative may be present during the onsite installation to monitor quality control of the installation process. The OCTA representative shall have full authority to halt or suspend installation work in the event that, in the sole opinion of the OCTA representative, work is being unsatisfactorily or unsafely conducted.
- Regular, clear, and consistent communication with OCTA personnel during the installation process is of utmost importance. Installers shall check in with designated OCTA supervisors at the start of the work day and check out to report the work progress at the end of the work day.
- All Contractor, sub-contractor, and/or supplier employees shall comply with OCTA policies, procedures, and safety regulations while on OCTA property, and shall complete any OCTA-required safety training as determined applicable by the OCTA.

- A commissioning test will be performed for each installation. The test requirements will be provided to OCTA for review, and detailed test results will be recorded and submitted to OCTA for approval. These tests may be witnessed by OCTA or its representatives. OCTA reserves the right to suspend installation upon significant failures during testing.
- In the event that component failures occur during the installation period to an extent of three (3) or more of the same components, the Contractor shall commence a modification program to repair or replace all such components to correct the cause(s) of such failures at no additional cost to OCTA. In addition, OCTA may prohibit continued installation of such components until the issue is corrected.
- The Contractor shall provide detailed installation procedures and documentation that allows for independent quality installation by OCTA, a subcontractor, or third-party technician.
- Installation procedures shall be submitted to OCTA for approval at least two (2) weeks prior to installation.
- No adjustments, modifications, or substitutions to the installation plan or procedures shall be made by the Contractor during installation, except with written approval by OCTA.

2.10 Operations and Maintenance

2.10.1 Warranty

- The Contractor shall provide a two (2) year warranty that begins upon the granting of Final Acceptance by OCTA.
- The Contractor shall warrant that all equipment, components, computer systems and software provided for the system, including those components warranted by third-party suppliers, will be free from defects in operation, material, and workmanship under normal operating use. Remedial work to correct deficiencies will include the repair or replacement of equipment, components, devices, and/or materials.
- The warranty will cover the following at a minimum:
 - Repair or replacement of all equipment or systems required as a result of an identified hardware defect.
 - Software updates or re-writes required to repair all identified software defects or bugs, and apply all necessary patches or security updates released by the Contractor or third-party software providers.
 - All labor associated with hardware and software testing and deployment, both in the lab and field environments, needed to support warranty activities.
 - All updates, fixes, and labor associated with latent defects. That is, defects that occur during the warranty period but may not exhibit symptoms until after the warranty period expires.
- The Contractor shall be responsible for all personnel, labor, tools, materials, replacement parts, shipping charges, and other costs associated with the activities throughout the warranty term.
- Any equipment component repaired or replaced under terms of warranty will be warranted for at least twelve (12) months, or the remaining duration of the original warranty, whichever is longer.
- All costs for warranty will be included as part of capital costs in the pricing sheets.

2.10.2 Hosting

- The back office will be hosted by a third party or “cloud” hosting provider such as Amazon Web Services (AWS), Microsoft Azure, Google Cloud Platform, or equivalent provider. The hosting provider will provide the performance, security, and redundancy to support the requirements of this specification. The Contractor will provide as many hosting environments as needed for testing and operation.
- The cloud hosting provider will adhere to applicable OCTA IT/hosting standards.
- The Contractor shall be responsible for installation, configuration, and testing of the hosted solution. The hosting solution capacity and bandwidth will be commensurate with an estimated transaction volume of 1 million sales/year, and may be adjusted upon actual usage levels. OCTA will not be responsible for excessive hosting costs that are not required to operate the system at the performance level defined in this specification.
- All cloud hosting operations will be transparent to OCTA. The capacity and bandwidth chosen will be commensurate with the 1 million transactions/year estimated transaction volume, and may be adjusted upon increased usage. OCTA will not be responsible for excessive cloud hosting costs that are not required to operate the system at the performance level specified in this specification.
- All hosted data will be protected against loss or failure at a given hosting site. The hosted solution will be equipped with the appropriate hardware, software, and procedures to provide redundancy and meet all performance requirements. Load balancing, automated failover, and data mirroring between multiple sites will be provided as necessary.
- The Contractor will notify the OCTA Project Manager and/or designated Security Manager immediately following discovery of system downtime, regardless of whether or not a cause has been identified. Within five (5) days of the incident, the Contractor shall submit a detailed report to OCTA that contains the scope of the problem, cause, and actions taken to prevent it from occurring again.
- The Contractor shall develop and submit for approval by OCTA a disaster recovery plan that describes data backup and recovery, and ensures minimal data loss in the event of a catastrophic event or system failure.

2.10.3 Software Maintenance

- The Contractor shall provide a five (5) year software maintenance term that begins upon the granting of Final Acceptance by OCTA. The Contractor shall also provide pricing for a five (5) year option term, for a total of ten (10) possible years.
- During the software maintenance term, the Contractor shall be responsible for preventative and corrective software maintenance to support system operations while meeting the performance standards set forth in these specifications.
- Software maintenance will include at minimum:
 - Software updates
 - Device firmware updates
 - Third-party device firmware updates
 - Database software updates

- Operating system updates
- API maintenance and updates
- Antivirus updates
- Updates to remain PCI compliant
- License renewal
- All necessary patches or security updates
- All software testing and deployment, both in the lab and field environments.
- QA/QC for fixes and updates
- Software and firmware deployment will be scheduled and planned with OCTA. Advance notification will be provided, and approval granted by OCTA, for all software maintenance activities requiring interruption of service or system operations.
- The Contractor shall monitor the TVM system for software related issues during operating hours, seven (7) days a week.
- The Contractor shall provide phone number and e-mail account(s) for the reporting of software defects or malfunctions, and system outages, twenty-four (24) hours a day, seven (7) days a week.
- The Contractor will include pricing for on-call technical staff labor rates to be used by OCTA on an as-needed basis. Rates will be in effect for the entirety of the maintenance period. Tasks for which OCTA may require on-call assistance include, but are not limited to:
 - Troubleshooting system configuration, and making configuration changes
 - Testing and deployment of fare set or configuration changes, both in the lab and field environments
 - Application and configuration testing support
 - Supporting report updates and ad-hoc data requests in excess of the reports to be developed in coordination with OCTA during design review

2.10.4 Equipment Maintenance

- OCTA will be the primary performer of first level maintenance for all field equipment. However, the Contractor will support level 2 or “as needed” maintenance activities, and will design the equipment to minimize maintenance labor, material costs, and fare collection system downtime.
- All level 2 maintenance support after final acceptance will be provided through on-call technical staff labor rates to be submitted as part of the pricing proposal. Rates will be in effect for the entirety of the maintenance period and shall apply to any assistance requested by OCTA for equipment maintenance-related support after system acceptance. Tasks for which OCTA may require on-call assistance include, but are not limited to:
 - Extended hardware support
 - Troubleshooting system equipment
 - Testing and deployment of equipment enhancements
 - Equipment configuration testing support

- The Contractor will be responsible for all equipment maintenance and support prior to final system acceptance. This period may serve as field training for OCTA staff who will be responsible for first level equipment maintenance upon system acceptance.
- Equipment provided will be designed to require minimal scheduled and unscheduled maintenance.
- The interior of the system equipment will be designed to allow easy and safe access. Adequate space will be available to insert keys; grasp, lift, and turn internal components; and remove and replace components, connections, and consumables. Components requiring frequent adjustment or maintenance will be conveniently located and designed to facilitate access and adjustment utilizing tool-free techniques wherever possible. The replacement of field devices or components will be quick and secure.
- The Contractor shall develop a maintenance plan outlining the processes and preventative maintenance procedures necessary to meet performance requirements. A draft of the maintenance plan will be submitted during design review and a final version will be provided a minimum of thirty (30) days prior to the start of the maintenance term. The maintenance plan will include at minimum:
 - Preventative Maintenance frequency for all components based upon time and transactions
 - A list of all PM tasks to be performed, including a brief description of the work, and any parts, materials or other components required
 - Time required to complete each defined PM task
 - Which PM tasks require tools to complete, and which can be performed as “fingertip maintenance”
- The Contractor will provide detailed training courses (see Training section) for equipment maintenance and servicing that will provide hands-on training for all maintenance activities.
- The Contractor shall provide a detailed list of spare modules and parts to support the installed field equipment. This list will be provided in the price sheets, and will include the following:
 - Spare Part Type: Standard components are anticipated for regularly scheduled preventative maintenance under normal use. Revenue components are used as part of regularly scheduled revenue servicing (bill vaults, coin vaults, etc.) that require a larger reserve of parts.
 - Part Name/Description: Part name, description, serial number, revision version, and other relevant information.
 - Unit Price: the unit price to procure and ship a new part.
 - RMA Price: the unit price to repair and return a damaged part.
 - Note: any additional information for each part may be provided in Table 5 NOTES.

3 Ticket Vending Machine Requirements

3.1 Physical Requirements

- Equipment shall be of a design that has been previously utilized and successfully proven in at least one (1) public transportation application for off board fare collection in an outdoor environment.
- Equipment shall be intended for installation for the climate conditions expected in the Santa Ana, California area, including direct exposure to sun, wind and driving rains, and shall meet the following minimum environmental specifications:

Operating Temperature	-10 degrees Fahrenheit to +120 degrees Fahrenheit
Humidity	5-95 percent relative humidity
Dust and Liquid (precipitation and solvents)	Direct exposure to airborne particles, dust, and water encountered in the station operating environment and caused by general cleaning and sweeping
Sunlight	Direct sunlight, radiation loading of up to 3MJ/hr/m2

- All components will be designed to withstand structure-borne stresses and vibrations caused by the motion of buses and trains, earthquakes, daily customer use, passing of trains or other vehicles, and emergency braking of fully-loaded trains.
- TVMs will be subject to incidental moisture from customers and cleaning through coin, bill, card, and ticket slots, and other openings and enclosure joints, and will be designed for proper operation under such conditions. All exposed surfaces, including push buttons, the display screen, and coin and bill components shall be unaffected by detergents and cleaning solvents. Means will be provided to expel moisture from the devices to ensure continued, reliable operation.
- Provisions shall be made to protect all equipment and components from theft, vandalism, unauthorized access, and physical abuse as may be expected in unattended environments.
- Equipment shall comply with all governmental regulations including applicable requirements of the Americans with Disabilities Act (ADA) that includes accessibility requirements for forward and side reach and provisions for the visually impaired.
- Exterior finishes shall be of a quality that is intended for outdoor use, vandal, graffiti, water, and flame resistant. TVM color shall be determined through discussions between the TVM contractor and OCTA as part of the design process.
- All equipment and non-consumable components shall be designed for a minimum ten (10) year service life in typical operations.
- Equipment furnished under these specifications shall be new, and shall be the latest model in current production, and shall conform to quality workmanship standards and use materials consistent with best commercial practices.

- All functionally identical modules, assemblies, and components shall be fully interchangeable between units of the same equipment, and shall be identified by part or serial number.
- All terminals and connections shall be properly terminated and protected against corrosion and potential intermittent connection.
- All parts and fasteners shall be made of corrosion resistant material(s), and protections shall be provided against rust, corrosion, or galvanic effects.
- Equipment shall be designed for field serviceability and shall support “plug and play” replacement of subassemblies with little to no tooling required.
- The TVM shall include noncorrosive, rust proof high security locks securing the TVM doors and closures
- The footprint of the installed TVM will not exceed twenty-five (25) inches wide by seventeen (17) inches deep. Details of the platform dimensions are included in the appendix.
- The TVM enclosure will accommodate signage, markings, and other instructional materials produced by OCTA.

3.2 Electrical Criteria

- The TVM shall operate on 120V AC (nominal), 60 Hz, unconditioned power.
- As part of the Streetcar platform construction, OCTA will stub up a conduit with cable for the first TVM, and pull rope for the second TVM to a breaker controlled, 15A single phase circuit to the communications cabinet for the station, directly adjacent to the TVM(s). The Contractor shall be responsible for final termination and power connection, coordinating with the platform construction Contractor and designers as required.
- The TVM shall comply with all applicable Federal, State, and Local regulatory requirements regarding Radio Frequency and Electromagnetic Interference and susceptibility.
- The TVM shall have sufficient battery back-up power as to allow the completion of the transaction taking place and orderly shutdown in the event of intermittent or loss of power.
- The TVM shall be capable of returning to full operational status after a power disruption or failure without manual intervention.
- Power at equipment installation locations and may not be clean (i.e., free from voltage spikes or drops) or isolated at the voltage levels required by the Contractor-supplied equipment. Any necessary conditioning of the primary power, or addition of line interface filters or power supplies, will be the responsibility of the Contractor, and to the greatest extent possible, will be performed within the equipment enclosures.

3.3 Customer Interface

The TVM is intended to be a simple, intuitive machine that allows customers to purchase fare media with multiple payment types. The TVM shall be configurable such that OCTA will have the ability to enable/disable features or components as necessary.

- The customer interface shall be a color LCD display and robust keypad designed for use in outdoor transit environmental conditions. A touchscreen is preferred if it meets all of the physical and operational requirements in this document.
- The customer display shall be legible in conditions ranging from direct sunlight to dark night.
- The display screen will be installed close enough to the TVM surface to avoid any parallax effect, or the apparent shift of screen objects relative to customer touches or button placement.
- The customer display shall have a hierarchical menu system. The default top level screen shall include “Express” buttons to purchase the most commonly purchased tickets (e.g. Adult and Discount tickets for the required Streetcar fare). Less frequently used or subsidiary functions may reside on lower level screens.
- The product selection and payment process shall be intuitive and consistent with typical unattended kiosk purchase applications. As part of the design review process, the Contractor shall review and confirm with OCTA all menu structures and screen flows, including preferences for a purchase process that is based on select ticket/insert payment or insert payment/select ticket model.
- As part of the design review process, the Contractor shall work with OCTA staff to develop and finalize menus, text, fonts, colors, message and selection hierarchy, and other attributes of the customer display.
- The customer interface shall support a minimum of four (4) languages including English and Spanish. Clear instructions shall be provided for a customer to be able to select an alternative language.
- US English shall be the default language for the customer display, and OCTA will supply any translations as may be needed to support other languages.
- All keys or touchscreen “buttons” shall be suitably sized and spaced such that they can be used by customers wearing gloves.
- Customer use of the TVM shall not require grasping, pinching, or twisting of the wrist.
- All buttons, bezels and components requiring customer interaction shall be labeled with raised Braille lettering (US English) that conform to applicable ADA requirements.
- To facilitate purchases by visually impaired persons, audio instructions shall be provided through a standard 3.5 mm earphone audio jack suitable capable of connecting to both three and four conductor audio earphones such as those commonly used for cellular telephones. All audio instructions shall conform to applicable ADA requirements.
- The TVM will include a media dispense tray or bin that will safely hold dispensed media and receipts and designed to drain any liquids that enter.

3.4 TVM Software

- TVMs will employ a current or recent version of a commercial-off-the-shelf operating system. The operating system will be capable of performing all tasks necessary to support the equipment and its applications, including the ability to multitask, manage memory, maintain performance without degradation, and communicate with the back office in real-time.
- TVMs will incorporate a test mode. In this mode, the equipment will have full functionality and process only test media. Test transactions shall be segregated in reporting from revenue transactions.

3.4.1 Transaction Records

- TVMs will generate, store, and transmit a discrete data record for each transaction performed. Each transaction will be unique and will include the following information, at a minimum:
 - Date and time
 - Device ID
 - Station/Location ID
 - Card/ticket/account number
 - Transaction type (e.g., ticket sale)
 - Stored value or fare products loaded (where applicable)
 - Tickets sold
 - Fare category (e.g., full fare, reduced fare)
 - Transaction value
 - Payment type and amount

Transaction records details will be finalized during design review.

- TVMs will maintain local data records in non-volatile memory in the event that communications to the back office are unavailable. The local records will only be removed when verification of database storage of each record is received from the back office.

3.4.2 Events and Alarms

- TVMs will provide real-time status of device events and alarms through the monitoring tool (see Back Office section). The TVM will also maintain local event and alarm logs if communications to the back office is unavailable.
- In addition to transmitting real-time events and alarms, the TVM will transmit periodic “heartbeat” messages that confirm communication with the back office and basic status. The “heartbeat” frequency will be adjustable by TVM.
- The TVM will generate, store, and transmit alert information for relevant events, including but not limited to:
 - Power on
 - Power off
 - Reboot
 - Back office communications failed/restored
 - Maintenance parameter changed
 - New configuration data received/activated
 - Internal clock reset
 - TVM clock error
 - Data memory near-full/full

- Low battery
- Maintenance parameter changed
- Revenue service technician login and logout
- Bill vault removed/installed
- Coin vault removed/installed

3.5 Fares

3.5.1 Fare Media

- At a minimum, the TVM will dispense tickets with text and an encrypted 2D barcode that can be optically validated (on platform validators) prior to each boarding.
- The tickets will be printed on roll stock thermal paper that has been preprinted with front side and back side artwork/text, and a metal foil strip (or equivalent security feature) to prevent fraudulent duplication.
- The paper ticket media 2D barcode will be encrypted or cryptographically signed with strong cryptography to protect access to and modification of all data encoded to the barcode. All encryption may be implemented using a digital signature, or functional equivalent, that minimizes overhead and maximizes validation performance.
- Paper ticket media will be constructed of transit-proven durable materials for a storage life of at least five (5) years. The paper media will comply with recent industry standards for durability, usability, readability, and security. All common environmental requirements including temperature, humidity, and ticket issuance will be met.
- The ticket dimensions will be approximately two (2) inches by three-and-a-half (3.5) inches. Alternative dimensions may be considered, the final design will be determined during design review.
- The TVM shall be capable of issuing a minimum of two thousand, five hundred (2,500) total tickets and receipts before requiring paper stock replacement, assuming a ticket length of three-and-a-half (3.5) inches.
- Ticket stock shall be easily replaceable in the field by revenue servicing personnel without the need for special tools.
- Tickets will contain the following information at a minimum:
 - OCTA logo or text branding
 - Fare product type
 - "TRANSFER," "TICKET," "FARE," or "PROOF OF PAYMENT" (text to be finalized by OCTA as part of the design process)
 - Rider class (ADULT, YOUTH, SENIOR, etc.)
 - Ticket expiration service date and time (based on issuance time plus a configurable transfer window OR predetermined date and time)
 - Two character alphanumeric code that changes on a daily basis for fraud prevention
 - Time, Date, station, and TVM # where issued

- Encrypted 2D Barcode consistent with other OC Bus media
- The TVM will include an adjustable sensor to detect when ticket stock is at an adjustable percentage of capacity (i.e. 10%, 25%). When this sensor is activated, the back office will record it as a “low ticket stock” event and transmit an alert to the back office. Software based detection of capacity levels is acceptable as well.
- The TVM shall include the ability to issue a receipt after payment as requested by the customer. As part of the design process, the Contractor shall work with OCTA to confirm a strategy for issuing receipts that meets customer needs, but does not result in creation of excessive litter as many customers will not take automatically issued receipts.
- If selected by the customer, receipts shall be issued within three (3) seconds of payment completion.
- Receipts shall be visually and clearly different from tickets, shall include all information as required by the credit card payment gateway and, to avoid customer confusion, and shall clearly be marked with “NOT VALID FOR TRAVEL” or similar message to be determined by OCTA.
- The TVM shall store a minimum of the next thirty (30) days of alphanumeric code codes to support offline operation. All codes will be provided by OCTA in a Microsoft Excel file for import into the Central Management System. The Central Management System will be responsible for downloading date code information to the TVMs on a regular basis.
- Pricing for various fare media types will be provided as part of the Contractor’s proposal. Fare media pricing will be updated prior to purchase of the initial supply to account for market adjustments.

3.5.2 Fare Products

- The TVM shall be capable of vending multiple rider classes and fare products. These include, but are not limited to:
 - Rider class: Regular, Senior, Disabled, Youth, College, Military, Promotional
 - Fare products: Single Ride, Round Trip, Day Pass, Weekly Pass, Weekend Pass, Monthly Pass, Stored Value (for future fare media reloads)
 - Special Fare Products that are available for specific events (e.g., OC Fair)
 - Other rider classes and fare products will be finalized during design review
- The TVM must have the ability to add, delete, or configure ticket types and fare products by OCTA without change orders.
- The TVM shall include functionality to purchase multiple tickets in a single payment transaction. i.e. parent(s) and multiple children in 1 transaction.

3.5.3 Smartcard Reader

For future capabilities, the TVM will include a customer-facing contactless smartcard reader that may be used to reload smartcards purchased from other sales channels. The smartcard reader will support the following requirements at a minimum:

- The smartcard reader will be able to read/write contactless fare media based on ISO 14443 and ISO 18092 (NFC) compliant formats.
- The customer-facing contactless smartcard reader will be capable of performing the following functions at minimum:
 - Read and/or validate contactless smartcard media

- Read mobile wallets or other NFC applications
 - Read third party smartcards
 - Read contactless media to bring TVM out of idle state
 - Load fare products or value
 - Check account balance and history
- The smartcard reader will support common ISO 14443 (Type A and B), ISO 18092 (NFC), and closed-loop (e.g., the entire MIFARE product line) media formats, in addition to all open payment contactless standards.
- If there is space, the contactless reader will be separate from the contactless bank card reader that is part of the bank card payment terminal. Both readers will be clearly identified to avoid confusion.
- The associated smartcard software functionality is not part of this solicitation, but the hardware will be certified and ready for future software updates without any hardware changes.

3.6 Payment

The TVM shall accept cash (coin or bills), and credit/debit cards compliant with EMV and PCI standards, but will not be required to dispense change.

3.6.1 Cash Payments

- Accepted bills will include all variations of \$1, \$2, \$5, \$10, and \$20 bills in circulation at the time of Final Acceptance. OCTA shall be able to set limits on what banknotes are accepted, the final list of acceptable bills will be determined during design review.
- The bill validator will be able to accept bills inserted in any of the four (4) possible length-wise orientations.
- The bill validator will be able to detect counterfeit bills, including copies made in either single or double-sided printing on an electronic copier and those made with color printers.
- The bill validator may reject bills with excessive physical defects. The sensitivity of the bill acceptor may be adjusted by OCTA staff if necessary.
- If the bill validator deems the inserted item to be invalid, the item will be returned to the customer. While being returned, the item will be partially gripped by the TVM such that the item does not fall to the ground.
- When a transaction is completed, all bills will be transported to a bill vault for retention. The bill vault will have a capacity of no less than 500 stacked bills in street condition.
- A coin acceptor will accept all variations of nickels, dimes, quarters, 50 cent, and dollar coins in circulation at the time of Final Acceptance. The final list of acceptable coins will be determined during design review.
- The coin acceptor will contain a coin insertion slot that will be sized to limit the dimensions of inserted material to the largest coin accepted. To minimize jams, the coin slot will also be sized to prevent the simultaneous insertion of two (2) coins.
- TVMs will include a removable coin vault that has a capacity of at least twenty (20) cubic inches.

- The coin and bill vaults will be self locking and self-closing, so that when removed from the machine, it cannot be opened other than through an authorized process. Any coin or bill vault will remain secure when removed from the TVM.
- As the U.S. Treasury releases new bills or coins, the TVM will be capable of being updated to accept the new designs without hardware upgrades.
- If the customer cancels the transaction or the TVM aborts the transaction, the TVM will return the amount inserted for the transaction.
- Removal and replacement of the cash vaults shall be possible without powering down the TVM.
- When the coin or bill vaults are full, the TVM will cease accepting coin and/or cash and display an appropriate message to customers.
- Two (2) cashboxes and two (2) coin vaults shall be supplied with each TVM to support remove and replace revenue servicing operations.
- The issuance of change will not be offered, and a corresponding “No Change Given” message will be clearly visible on the TVM. However, the TVM may dispense a printed “change voucher” or “refund receipt” if overpayment with cash occurs. This feature will be confirmed during design review.

3.6.2 Card Payments

- The TVM shall include a EMV and PCI compliant credit and debit card reader capable of reading both magnetic stripe, contactless payment, contact EMV chip cards, and mobile wallets including Google Pay/Apple Pay/Samsung Pay.
- The TVM shall accept and process major VISA, MasterCard, Discover, and Amex branded credit cards and debit cards with zip code verification. Debit cards shall be processed as nonPIN transactions.
- All credit and debit transactions shall be processed through OCTA’s current payment gateway provided by Elavon. If an alternative payment processor and/or gateway is preferred by the Contractor that has performance/cost/security advantages, that may be proposed as an option.
- The TVM will include a secure bank card PIN keypad. The PIN pad will be vandal resistant, weather resistant, and not be removable from the outside and be easily replaceable. The PIN keypad will employ encryption as required in accordance with banking requirements. The Contractor shall supply all PIN keypads with production encryption keys injected in a secure, PCI-compliant manner.
- The TVM shall allow customer to confirm or a cancel transaction prior to transaction completion.
- All TVM components, software, networks, and other elements considered to be within the cardholder data environment as defined by PCI shall be compliant with the latest version of the PCI Data Security Standard (DSS) in effect at the time of Contract award for a Level 1 provider. Components used shall remain PCI complaint during the life of the TVMs.
- All data shall be encrypted for transmission over untrusted networks, and all credit and debit card authentication and encryption shall be processed and managed by the credit and debit card reader, not by the other TVM components.
- The TVM shall validate and authorize credit and debit transactions within five (5) seconds after the authorization request has been initiated.

- The TVM shall include offline capabilities and a local hotlist to process credit and debit card transactions in the event of communications failure, delays or interruption. As part of the design process, the Contractor shall verify with OCTA as to whether or not to enable this feature.

3.7 Operations

The TVM will be modular and have the ability to replace, activate, or de-activate the hardware components individually. The modules and components will be easily serviced in the field, and support a variety of self-checking and online monitoring and configuration capabilities.

3.7.1 Daily Operation

- The Contractor shall provide a configurable TVM that will allow the Bill Handling Units and Coin Handling Units to be easily removed or installed without special tools. OCTA will be able to switch from a cash TVM to cashless TVM and vice versa without special tools in the field. The hardware configuration will automatically configure the customer screens and status appropriately.
- Upon startup or nightly reboot, the TVM shall:
 - Perform complete communications, diagnostics and health checks of all subcomponents
 - Upload and apply software patches, configuration data changes, and other software or files as needed for operation
 - Check the status of consumables (paper stock/roll, coin and bill vault levels)
 - Report status and operational modes to the back office
- Operational status shall include at a minimum:
 - Off –TVM power is fully powered down
 - In Service – All TVM functionality and communications are available
 - Out of Service – TVM functionality is materially not available and the machine is unavailable for customer use
 - Offline – TVM communications is unavailable, but tickets can still be purchased with cash and transaction data uploaded when communications is re-established. This mode could also include off-line processing of credit and debit (non PIN) transactions, subject to OCTA policy
 - Degraded Operation – The TVM is capable of issuing tickets, but one (1) or more payment options are not available. As part of the design process, the Contractor shall work with OCTA to define degraded modes of operation and determine the conditions under which the TVM should be put into various modes
 - Maintenance and Revenue Servicing – As required to conduct routine service or revenue collection functions.
- The TVM customer display shall display an appropriate notice to customers of Degraded Mode or Out of Service status.
- Upon loss of communications, the TVM shall retain stored data or memory until communications is fully restored; the TVM shall not lose or fail to record any transaction information.

3.7.2 Maintenance and Revenue Servicing

- The TVM shall provide secure access for designated OCTA and/or contracted staff for the purpose of replacing ticket stock and consumables, conducting revenue servicing operations, and conducting routine maintenance and troubleshooting.
- A failure to login using the keypad or touchscreen after opening the TVM door will generate an intrusion alarm. The login time allowed before the generation of an intrusion alarm shall be configurable.
- Secondary locks or access controls shall be provided so that maintenance personnel do not have access to coin and bill vaults.
- The TVM shall log and record all accesses and transmit records of all accesses to the back office.
- The TVM shall enter Maintenance or Out of Service mode when maintenance or revenue servicing is being conducted.
- Upon completion of maintenance or revenue servicing, the TVM shall conduct self- diagnostics as required and return to In Service mode.
- Using the ticket/receipt printer, the TVM shall include functionality for maintenance and revenue servicing personnel to print local reports including:
 - Machine status
 - Fare table and software versions
 - Status of consumables (ticket stock, receipt paper, etc.)
 - Cash/coin counts and other information for revenue servicing and accounting purposes

3.8 Communications

- Power and Ethernet local area communications are available at each installation site. Ethernet connections at each platform are connected to the OCTA owned and maintained fiber optic ring network homerun to the Streetcar Maintenance and Storage Facility (MSF) with a firewall to the internet. It is desired to utilize the fiber optic network for connectivity.

3.9 Back Office

- The Contractor will be required to supply a back office that utilizes a web-based interface to allow OCTA staff to monitor TVM system status, configure fare and parameter changes, generate reports, and respond to alarms and events.
- User access to the back office will be centrally-managed through a user authentication and access control platform provided by the Contractor. Individual users or user groups will have access to specific systems where appropriate for standard business operations.
- Remote notification capabilities are also required to alert via SMS or other means maintenance staff events such as device or subsystem failures, low ticket stock, etc.

3.9.1 Configuration Management

- The back office will include a configuration tool to support configuration of fare sets, business rules, product availability, and other parameters necessary to support the system.
- Publication and activation of fare sets shall minimize negative impact to operations. Users of the configuration tool shall be notified/warned of any action, prior to taking that action, that may negatively impact system operations.
- All configuration parameters distributed to the devices, including updates, will be distributed using the Contractor-provided APIs.
- Device configuration functions and commands shall include, but are not limited to:
 - Enable/disable modules (cash, debit, change, etc.)
 - Audio
 - Device screen brightness/contrast
 - Screen text and layout
 - Paper ticket text and layout
 - Receipt text and layout
 - Software updates
 - Reboot
 - Shut down

3.9.2 Monitoring

- The Contractor shall deploy a monitoring tool that provides real-time monitoring of all devices and back office systems.
- The monitoring tool shall provide all information in a clear, organized dashboard using color graphics and text. Generally, green/yellow/red colors may be used for optimal/attention/error conditions. Colors and corresponding conditions will be finalized during design review.
- The monitoring dashboard shall include a graphical system map and/or list that can be drilled-down into by location to view the status of components. The system map/list will be dynamically updated when devices or systems are added and removed, and configurable to allow editing of device groups, locations, and location names as the system expands.
- Devices or systems that are not reporting status for any reason will be easily identifiable, and the last known status and history will be available. A “heartbeat” or equivalent method to determine device status may be employed and will be configurable.
- Status notifications such as device or subsystem failures, low ticket stock, etc. can be sent to users via SMS, email, or other means. The configuration of these notifications will be editable and different alerts and alert levels should be configurable to be sent to different individuals.

3.9.3 Reporting

- The Contractor shall deploy a reporting system that provides an interface to run pre-defined (canned) and custom reports. Canned or predefined reports will include, but are not limited to:
 - Sales and usage reports
 - Maintenance reports
 - Device and system performance (KPI) reports
 - Exception reports
 - A final list of reports and report details will be determined during design review.
- The Contractor shall provide up to fifty (50) canned reports, or what is achievable with two hundred (200) design hours, to be defined and developed with the Agency during design review and throughout the first year of operations and maintenance.
- The reporting system will allow OCTA users to design and run custom reports. Reports will be able to be run and viewed through a web interface, as well as exported in several formats, including but not limited to Adobe Acrobat PDF, MS Excel, MS Word, CSV, and plain ASCII text.
- Custom queries will be accessible using standard SQL query tools. All data will be retrievable as standard ASCII or binary data.
- The reporting system will allow all reports to be configured to run on a scheduled basis through the web interface, and automatically delivered to one (1) or multiple email addresses. Email deliveries may be scheduled on a daily, weekly, or monthly basis and in any of the available file formats.

3.10 Integration

3.10.1 Barcode Validation and Inspection

- Contractor provided APIs will support the validation of fares (i.e. confirm that TVM tickets are valid) by third party optical validation devices. The optical validation devices will need to reliably validate tickets right after they are dispensed from the TVM.
- Contractor provided APIs will support the inspection of fares (i.e. confirm that TVM tickets are valid) by fare inspectors using a third party mobile fare inspection/validation devices.
- A fare inspection/validation API will include calls for passing data between the validator/fare inspection application and TVM back office to initiate an inspection/validation transaction, which will result in confirmation or denial result.
- If required, the Contractor will manage the 2D barcode key infrastructure, and generate the public key to share with other contractors. The Contractor will work with such contractors to securely manage and share any public encryption keys, and ensure that the media is compatible with all validation/inspection devices.
- The inspection/validation API and integration process will be updated to accommodate any changes to the 2D barcode format.

3.10.2 Account-Based Fare System

- The Contractor shall provide all of the APIs necessary to support interfacing with other account-based fare systems. Those APIs may include, but are not limited to:
 - Fare Distribution API
 - Fare Payment API
 - Fare Reload API
 - Fare Inspection/Validation API
 - Transit Account Management API
 - Customer Account Management API
 - Device Management API
 - Mobile Ticketing Integration API
 - Alternative categorization of APIs may be permitted as long as the functions are met
- The Contractor shall work collaboratively with third-parties to use and adapt the APIs to integrate systems as necessary. The Contractor shall provide Interface Control Documents (ICDs) for each system interface that describes the interface and APIs used to support it.
- The APIs and ICDs will be fully owned by or licensed to OCTA with the right to use and distribute the specifications without further approval, license, or payment.
- Potential third party integrations may include, but are not limited to:
 - Account-based smartcard back office
 - Regional agency fare media
 - Mobile ticketing solution
 - Retail Network Vendor
 - Fare media validator

3.11 Performance Measurement

The performance requirements described in this section are Key Performance Indicators (KPIs), all of which will be measured and reported by the Contractor starting at acceptance testing and used as the primary criteria for the passing of SAT and granting of Final System Acceptance. Additionally, KPIs will be measured and reported by the Contractor throughout the operations and maintenance agreement. Failure to meet these requirements will result in an assessment, which will have a minimum and maximum value depending on the KPI.

3.11.1 Key Performance Indicators

- Bills and coins shall be accepted at a minimum 98 percent acceptance rate on first insertion with four (4)-way acceptance for bills.
- Cash collected from an individual TVM cashbox shall reconcile to the cash values reported, both at the TVM and at the central management system, within +/- 2 percent.

- Online credit and debit transaction approvals shall be processed and completed within five (5) seconds.
- Alerts and alarms shall be transmitted to the central management system within ten (10) seconds of occurrence.
- Tickets shall be issued within three (3) seconds of transaction completion.
- Receipts shall be issued within five (5) seconds if selected by the customer.
- Established API, ICDs, and SDKs must be available to meet the integrations specified in the integration section.
- The assessment will have a minimum dollar amount, and maximum percentage which will be assessed against the monthly O&M payment.

Type	Key Performance Indicator	Assessment (Min/Max)
Bill Acceptance	> 98%	\$1000 to 5%
Coin Acceptance	> 98%	\$1000 to 5%
Cash Variance	< 2%	\$5000 to 5%
Credit/debit Approvals	< 5 seconds	If more than 10 instances, \$5000 to 5%
Alerts/Alarm Response	< 10 seconds	If more than 10 instances, \$5000 to 5%
Ticket Issuance	< 3 seconds	If more than 10 instances, \$5000 to 5%
Receipt Issuance	< 5 seconds	If more than 10 instances, \$5000 to 5%

3.11.2 Assessments

- The Contractor will be responsible for reporting on all Key Performance Indicators, and provide transparency to OCTA in how KPIs are calculated.
- Assessment may range from minimum amounts up through the maximum amounts at the sole discretion of OCTA. They may also be assessed based upon lost revenue due to the failure to reach the KPI plus twenty-five percent (25%). Any assessment is at the sole discretion of OCTA.
- KPI penalties are additive. i.e. each separate KPI that is not met will result in combine penalties, up to 50% of the total O&M monthly payment.
- The application of penalties is upon OCTA's discretion. There will not be any forfeiture of the right to assess penalties if not enforced for a period of time. The Contractor may present extenuating circumstances that impact performance on a case-by-case basis.





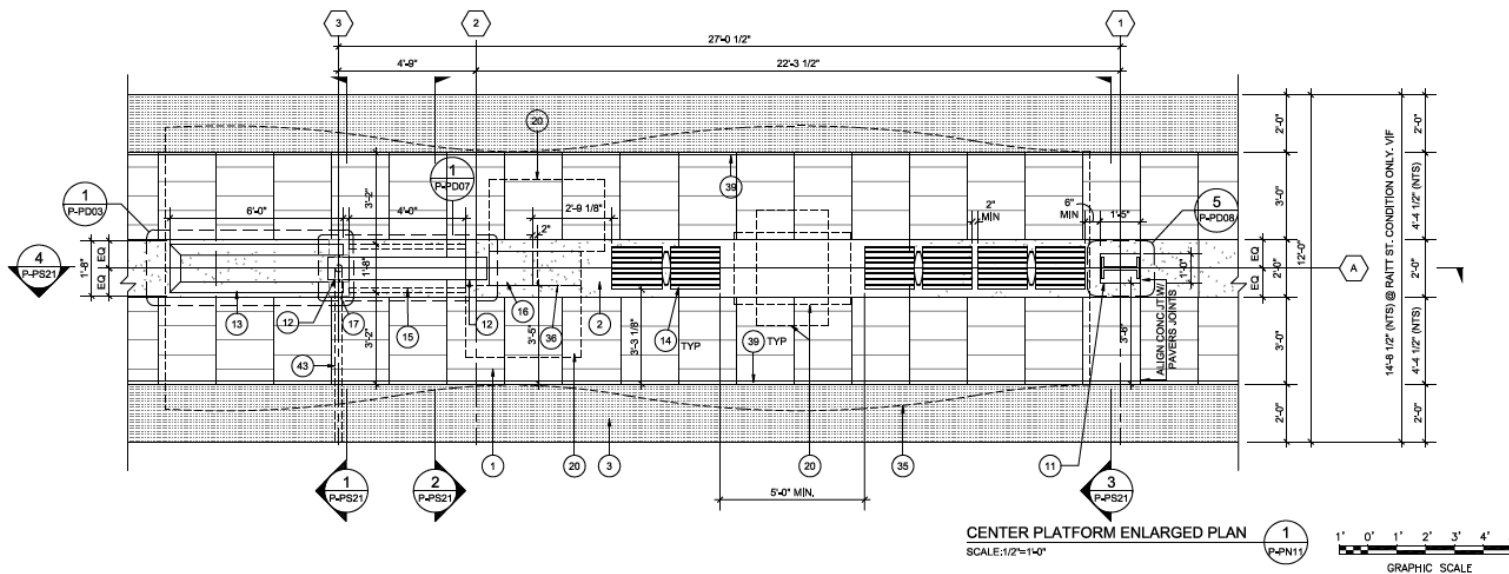
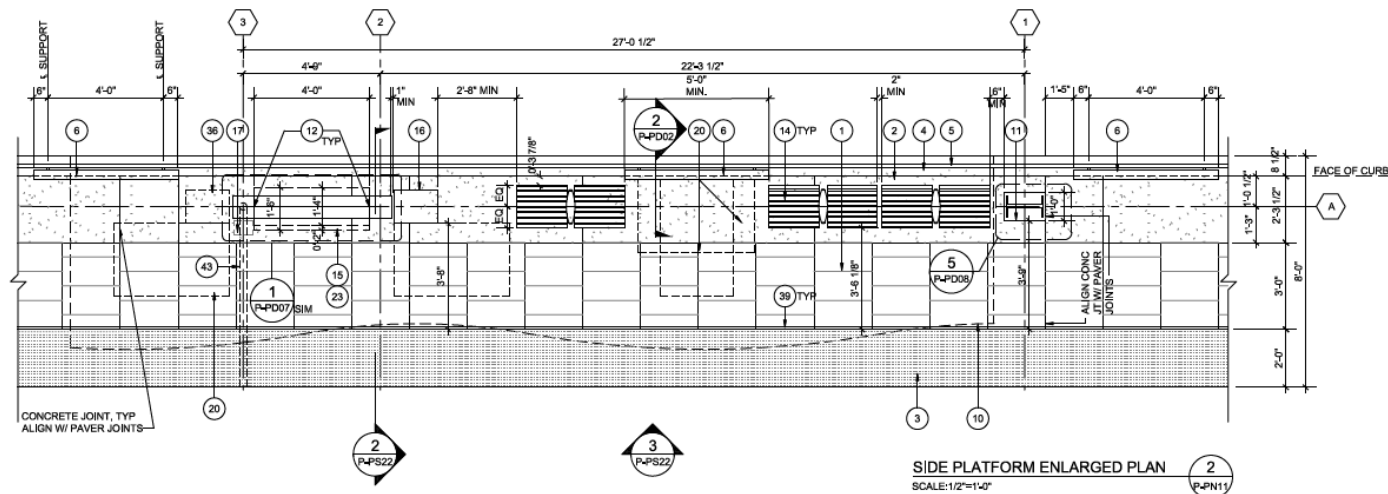
RFP 1-3279
EXHIBIT A

SHEET NOTES:

1. SEE CIVIL DRAWINGS FOR STATION LOCATION AND SITE SPECIFIC INFORMATION.
2. SEE STRUCTURAL DRAWINGS FOR PLATFORM SHELTER STRUCTURAL INFORMATION.
3. SEE ELECTRICAL AND COMMUNICATION DRAWINGS FOR POWER, LIGHTING AND COMM DESIGN.
4. SEE P&P21 AND P&P22 FOR ROOF AND REFLECTED CEILING PLANS.
5. PROVIDE SINGLE MAP/SIGNAGE DISPLAY CASE AT SIDE PLATFORM.

KEY NOTES:

- 1 12x24" PRECAST CONCRETE PAVERS
- 2 CAST IN PLACE CONCRETE SLAB WITH INTEGRAL COLOR
- 3 TACTILE WARNING SURFACE
- 4 1 1/2" HIGH CONCRETE CURB
- 5 ST STL GUARDRAIL
- 6 ST STL LEANING RAIL, SEE 2/P-PD02
- 10 OUTLINE OF SIDE PLATFORM SHELTER ABOVE
- 11 VERTICAL SHELTER PYLON WITH INTEGRATED SIGNAGE
- 12 SHELTER COLUMN
- 13 FREE-STANDING ST STL LEANING RAIL, SEE 2/P-PD03
- 14 BENCH ANCHORED WITH 3/8" Ø WEDGE ANCHOR WITH 3" MIN EMBEDMENT
- 15 COMMUNICATIONS CABINET
- 16 TICKET VENDING MACHINE (NIC)
- 17 TICKET VALIDATOR (NIC)
- 20 WHEELCHAIR CLEAR FLOOR SPACE - 30" X 48"
- 23 MAP/SIGNAGE DISPLAY CASE
- 35 OUTLINE OF CENTER PLATFORM SHELTER ABOVE
- 36 FUTURE TICKET VENDING MACHINE (NIC)
- 39 1" WIDE BLACK COATED URETHANE CEMENT STRIP
- 43 DRAINAGE OUTLET BELOW



811 **Underground Service Alert**
of Southern California
CALL: **TOLL FREE 1-800-422-4133**
TWO WORKING DAYS
BEFORE YOU DIG

NOTICE TO CONTRACTOR

PURSUANT TO ASSEMBLY BILL 3019 NO EXCAVATION PERMIT IS VALID UNLESS THE CONTRACTOR CONTACTS AND OBTAINS AN INQUIRY I.D. NUMBER FROM "UNDERGROUND SERVICE ALERT" (1-800-422-4133) AT LEAST TWO WORKING DAYS PRIOR TO COMMENCING EXCAVATION.

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 1-3279

Offerors shall complete the Excel File entitled **OCTA_TVM_PriceSheets.xlsm**. Offerors shall only enter pricing as directed by the Price Summary Sheet instructions below; Offerors shall make no other changes to the Price Summary Sheet form.

Offerors must submit Price Proposals for both the Capital and Operations & Maintenance (O&M) portions described in the Scope of Work (Exhibit A). The sum of Capital and O&M costs will be scored.

Offerors shall only edit shaded cells. “LS” means lump sum and “EA” means each.

For any line item requiring explanation or additional information, enter a number into the “Table 5 Note Number” column for the line item corresponding to the Note Number on the Table 5 – Notes tab where the explanation/information shall be provided.

The Price Summary Sheet file is comprised of the following tabs:

SUMMARY

Provides a summary of all proposed costs. All cost figures are auto-calculated based on entries in the remaining tabs. Offerors shall not edit this form.

TABLE 1 - CAPITAL

Include all costs from issues of Notice to Proceed (NTP) through Final Acceptance plus the warranty term.

The TVM and media quantities are for scoring purposes only. Final quantities may be adjusted prior to final award, and will follow the As Needed Equipment and Media unit pricing in Table 4.

The unit and installation prices for TVM and media quantities on this form will auto-populate based on the unit prices in the As Needed Equipment and Media pricing in Table 4.

TABLE 1B - SPARE PARTS

The spare parts list should include all parts necessary to support revenue operations for all installed field equipment following System Acceptance. Each column should be filled as follows:

- Spare Part Type (select from the dropdown list) – spare parts ratios are set to ten percent (10%) for standard components and forty percent (40%) for revenue components. Revenue components are those that are required for regular revenue servicing, such as bill and coin vaults. Those components will require a larger reserve of spare units as they are removed/replaced.
- Installed Device Quantity – total quantity of installed TVMs from the Capital table.
- Part Name/Description – provide the part name and/or general description.

- Quantity – auto-populated based on ten percent (10%) or forty percent (40%) spare ratio determined by spare part type. This number will round to the nearest whole number.
- Unit price – provide the unit purchase price per part in dollars and cents. Unit pricing is subject to the escalation listed for TVMs in the As Needed Equipment and Media pricing in Table 4.
- RMA price – provide the unit repair price per part in dollars and cents. Unit pricing is subject to the escalation listed for TVMs in the As Needed Equipment and Media pricing in Table 4.
- Total – auto-calculated based on Quantity and Unit Price.

TABLE 2 - O&M

Operations and Maintenance costs for the ten (10)-year operations and maintenance period – five (5)-year base term and five (5)-year option term. Separate annual pricing for hosting and software maintenance will be provided.

TABLE 3 - ON CALL RATES

Provide labor rates of on-call labor support for extended operations or maintenance support. Offerors shall provide their labor rates, by labor category, for each year of the ten (10)-year operations and maintenance period. For each year, provide the fully-loaded labor rate (i.e., including overhead or billable rate). The provided rates are to remain valid for the term of the contract.

TABLE 4 - AS NEEDED EQUIP MEDIA

Provide As Needed Equipment and Media Unit and installation pricing by quantity. Unit prices entered into this form are linked to the unit prices in the Capital table. Prices identified on this price form, as subject to annual escalation specified in the table.

Also provide as needed TVM storage costs in case installation cannot proceed on schedule and the ticketing vending machines need to be securely stored temporarily. The pricing should be provided on a per TVM per month basis by quantity.

TABLE 5 - NOTES

For any line items requiring additional clarification, description, or explanation, annotate the line item with a note number and enter the information on this tab.

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 1-3279

*****Offerors are to fill out this form in addition to the price sheets.*****

-
1. I acknowledge receipt of RFP 1-3279 and Addenda No.(s) _____
2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

RFP 1-3279: OC STREETCAR TICKET VENDING MACHINES

SUMMARY

NOTE: DO NOT ENTER PRICING HERE. ENTER PRICING IN TABLES 1 - 4, AND NOTES ON TABLE 5

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See Instructions in Exhibit B of the RFP. Proposers shall only edit shaded cells.	
OC Streetcar TVM Pricing Proposal	
Section	Amount
CAPITAL COSTS	
Price Sheet Section 1.0 Program and Contract Management	\$ -
Price Sheet Section 2.0 System Software and Design	\$ -
Price Sheet Section 3.0 Equipment and Spares	\$ -
Price Sheet Section 4.0 Testing	\$ -
Price Sheet Section 5.0 Installation	\$ -
Price Sheet Section 6.0 Training & Manuals	\$ -
<i>Capital Costs Subtotal</i>	\$ -
OPERATIONS AND MAINTENANCE COSTS	
Price Sheet Section 8.0 Hosting	\$ -
Price Sheet Section 9.0 Software Maintenance	\$ -
<i>Operations and Maintenance Subtotal</i>	\$ -
TOTAL PROPOSAL PRICE	\$ -

RFP 1-3279: OC STREETCAR TICKET VENDING MACHINES
TABLE 1 - CAPITAL COSTS

Offeror Name:

See Instructions in Exhibit B of the RFP. Proposers shall only edit shaded cells.						
OC Streetcar TVM Pricing Proposal						
Price Sheet Item #	Description	Unit	Estimated Quantity	Unit Price	Amount	Table 5 Note Number
Section 1.0 Program and Contract Management						
1.01	Project Management (NTP to Final Acceptance)	LS	1		\$ -	
SUBTOTAL PROGRAM AND CONTRACT MANAGEMENT					\$ -	
Section 2.0 System Software and Design						
2.01	Ticket Vending Device Software	LS	1		\$ -	
2.02	Application Programming Interfaces Documentation	LS	1		\$ -	
2.03	Back Office Web Based Interface	LS	1		\$ -	
2.04	Configuration Management Module	LS	1		\$ -	
2.05	Monitoring Module	LS	1		\$ -	
2.06	Reporting Module	LS	1		\$ -	
2.07	Barcode Validation and Inspection Device Integration	LS	1		\$ -	
2.08	Software Licenses	LS	1		\$ -	
SUBTOTAL SYSTEM SOFTWARE AND DESIGN					\$ -	
Section 3.0 Equipment and Spares						
3.01	Ticket Vending Machines	EA	28	\$ -	\$ -	
3.08	Paper Ticket Stock (1 Year)	EA	1,000,000	\$ -	\$ -	
3.09	Receipt Paper (1 Year)	EA	1,000,000	\$ -	\$ -	
3.10	Spare Parts/Modules, and Consumables (From Table 1B)	LS	1	\$ -	\$ -	
SUBTOTAL EQUIPMENT AND SPARES					\$ -	
Section 4.0 Testing						
4.01	Testing Documentation	LS	1		\$ -	
4.02	Factory Testing	LS	1		\$ -	
4.03	Integration Testing	LS	1		\$ -	
4.04	Acceptance Testing	LS	1		\$ -	
SUBTOTAL TESTING					\$ -	
Section 5.0 Installation						
5.01	Back Office Configuration and Installation	LS	1		\$ -	

RFP 1-3279: OC STREETCAR TICKET VENDING MACHINES
TABLE 1 - CAPITAL COSTS

Offeror Name:

See Instructions in Exhibit B of the RFP. Proposers shall only edit shaded cells.						
OC Streetcar TVM Pricing Proposal						
Price Sheet Item #	Description	Unit	Estimated Quantity	Unit Price	Amount	Table 5 Note Number
5.02	TVM Installation and Installation Testing	EA	26	\$ -	\$ -	
SUBTOTAL INSTALLATION					\$ -	
Section 6.0 Training & Manuals						
6.01	Training	LS	1		\$ -	
6.02	Manuals	LS	1		\$ -	
SUBTOTAL TRAINING & MANUALS					\$ -	
CAPITAL COSTS SUBTOTAL					\$ -	

RFP 1-3279: OC STREETCAR TICKET VENDING MACHINES
TABLE 1B - SPARE PARTS

Offeror Name:

See Instructions in Exhibit B of the RFP. Proposers shall only edit shaded cells.									
OC Streetcar TVM Pricing Proposal									
Price Sheet Item #	Spare Part Type (Select from Dropdown)	Installed Device Quantity	Part Name/Description	Quantity	Unit	Unit Price	RMA Price	Total	Table 5 Note Number
Section 7.0 Spare Parts									
7.01	Standard Component	28		3	EA			\$ -	
7.02	Revenue Component	28		11	EA			\$ -	
7.03		28			EA			\$ -	
7.04		28			EA			\$ -	
7.05		28			EA			\$ -	
7.06		28			EA			\$ -	
7.07		28			EA			\$ -	
7.08		28			EA			\$ -	
7.09		28			EA			\$ -	
7.10		28			EA			\$ -	
7.11		28			EA			\$ -	
7.12		28			EA			\$ -	
7.13		28			EA			\$ -	
7.14		28			EA			\$ -	
7.15		28			EA			\$ -	
7.16		28			EA			\$ -	
7.17		28			EA			\$ -	
7.18		28			EA			\$ -	
7.19		28			EA			\$ -	
7.20		28			EA			\$ -	
7.21		28			EA			\$ -	
7.22		28			EA			\$ -	
7.23		28			EA			\$ -	
7.24		28			EA			\$ -	
7.25		28			EA			\$ -	
7.26		28			EA			\$ -	
7.27		28			EA			\$ -	
7.28		28			EA			\$ -	
7.29		28			EA			\$ -	
7.30		28			EA			\$ -	
7.31		28			EA			\$ -	
7.32		28			EA			\$ -	
7.33		28			EA			\$ -	
7.34		28			EA			\$ -	

RFP 1-3279: OC STREETCAR TICKET VENDING MACHINES
TABLE 1B - SPARE PARTS

Offeror Name:

See Instructions in Exhibit B of the RFP. Proposers shall only edit shaded cells.									
OC Streetcar TVM Pricing Proposal									
Price Sheet Item #	Spare Part Type (Select from Dropdown)	Installed Device Quantity	Part Name/Description	Quantity	Unit	Unit Price	RMA Price	Total	Table 5 Note Number
7.35		28			EA			\$ -	
7.36		28			EA			\$ -	
7.37		28			EA			\$ -	
7.38		28			EA			\$ -	
7.39		28			EA			\$ -	
7.40		28			EA			\$ -	
7.41		28			EA			\$ -	
7.42		28			EA			\$ -	
7.43		28			EA			\$ -	
7.44		28			EA			\$ -	
7.45		28			EA			\$ -	
7.46		28			EA			\$ -	
7.47		28			EA			\$ -	
7.48		28			EA			\$ -	
7.49		28			EA			\$ -	
7.50		28			EA			\$ -	
7.51		28			EA			\$ -	
7.52		28			EA			\$ -	
7.53		28			EA			\$ -	
7.54		28			EA			\$ -	
7.55		28			EA			\$ -	
7.56		28			EA			\$ -	
7.57		28			EA			\$ -	
7.58		28			EA			\$ -	
7.59		28			EA			\$ -	
7.60		28			EA			\$ -	
SUBTOTAL SPARE PARTS								\$ -	

RFP 1-3279: OC STREETCAR TICKET VENDING MACHINES
TABLE 2 - ANNUAL OPERATIONS & MAINTENANCE

Offeror Name:

See Instructions in Exhibit B of the RFP. Proposers shall only edit shaded cells.

OC Streetcar TVM Pricing Proposal

Price Sheet Item #	Description	Unit	Estimated Quantity	Unit Price	Amount	Table 5 Note Number
Section 8.0 Hosting						
Initial Five (5) Year Term						
8.01	Annual - Year 1	LS	1		\$ -	
8.02	Annual - Year 2	LS	1		\$ -	
8.03	Annual - Year 3	LS	1		\$ -	
8.04	Annual - Year 4	LS	1		\$ -	
8.05	Annual - Year 5	LS	1		\$ -	
Subtotal - Initial 5 Year Term					\$ -	
Five (5) Year Option						
8.06	Option - Year 1 (Year 6)	LS	1		\$ -	
8.07	Option - Year 2 (Year 7)	LS	1		\$ -	
8.08	Option - Year 3 (Year 8)	LS	1		\$ -	
8.09	Option - Year 4 (Year 9)	LS	1		\$ -	
8.10	Option - Year 5 (Year 10)	LS	1		\$ -	
Subtotal - 5 Year Option					\$ -	
SUBTOTAL HOSTING					\$ -	
Section 9.0 Software Maintenance						
Initial Five (5) Year Term						
9.01	Annual - Year 1	LS	1		\$ -	
9.02	Annual - Year 2	LS	1		\$ -	
9.03	Annual - Year 3	LS	1		\$ -	
9.04	Annual - Year 4	LS	1		\$ -	
9.05	Annual - Year 5	LS	1		\$ -	
Subtotal - Initial 5 Year Term					\$ -	

RFP 1-3279: OC STREETCAR TICKET VENDING MACHINES
TABLE 2 - ANNUAL OPERATIONS & MAINTENANCE

Offeror Name:

See Instructions in Exhibit B of the RFP. Proposers shall only edit shaded cells.

OC Streetcar TVM Pricing Proposal

Price Sheet Item #	Description	Unit	Estimated Quantity	Unit Price	Amount	Table 5 Note Number
Five (5) Year Option						
9.06	Option - Year 1 (Year 6)	LS	1		\$ -	
9.07	Option - Year 2 (Year 7)	LS	1		\$ -	
9.08	Option - Year 3 (Year 8)	LS	1		\$ -	
9.09	Option - Year 4 (Year 9)	LS	1		\$ -	
9.10	Option - Year 5 (Year 10)	LS	1		\$ -	
Subtotal - 5 Year Option					\$ -	
SUBTOTAL SOFTWARE MAINTENANCE					\$ -	
HOSTING, SOFTWARE & EQUIPMENT MAINTENANCE TOTAL					\$ -	

RFP 1-3279: OC STREETCAR TICKET VENDING MACHINES
TABLE 3 - ON CALL SUPPORT

Offeror Name:

See Instructions in Exhibit B of the RFP. Proposers shall only edit shaded cells.												
OC Streetcar TVM Pricing Proposal												
Price Sheet Item #	Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Table 5 Note Number
Section 11.0	On Call Support	Loaded	Loaded	Loaded	Loaded	Loaded	Loaded	Loaded	Loaded	Loaded	Loaded	
11.01	Project Manager											
11.02	Lead Engineer											
11.03	Senior Developer											
11.04	Developer											
11.05	Junior Developer											
11.06	Trainer											
11.07	Operations Manager											
11.08	Maintenance Technician											

RFP 1-3279: OC STREETCAR TICKET VENDING MACHINES
TABLE 4 - AS NEEDED EQUIPMENT

Offeror Name:

See Instructions in Exhibit B of the RFP. Proposers shall only edit shaded cells.

OC Streetcar TVM Pricing Proposal

Price Sheet Item #	Description	Unit	Unit Price	Annual Escalation %	Installation & Testing Price	Annual Escalation %	Table 5 Note Number
Section 12.0 As Needed Equipment							
12.01	Ticket Vending Machines, quantity of 1	EA					
12.02	Ticket Vending Machines, 2-5 quantity	EA					
12.03	Ticket Vending Machines, 6-15 quantity	EA					
12.04	Ticket Vending Machines, 16-25 quantity	EA					
12.05	Ticket Vending Machines, 26+ quantity	EA					
Section 13.0 As Needed Media							
13.01	Paper Ticket Stock, 1-50,000 quantity	EA					
13.02	Paper Ticket Stock, 50,001-99,999 quantity	EA					
13.03	Paper Ticket Stock, 100,000-499,999 quantity	EA					
13.04	Paper Ticket Stock, 500,000-999,999 quantity	EA					
13.05	Paper Ticket Stock, 1,000,000+ quantity	EA					
13.06	Receipt Paper, 1-49,999 quantity	EA					
13.07	Receipt Paper, 50,000-99,999 quantity	EA					
13.08	Receipt Paper, 100,000-499,999 quantity	EA					
13.09	Receipt Paper, 500,000-999,999 quantity	EA					
13.10	Receipt Paper, 1,000,000+ quantity	EA					
Section 14.0 As Needed TVM Storage							
14.01	TVM storage per month, 1-10 quantity	EA					
14.02	TVM storage per month, 11-25 quantity	EA					
14.03	TVM storage per month, 25+ quantity	EA					

RFP 1-3279: OC STREETCAR TICKET VENDING MACHINES
TABLE 5 - NOTES

Offeror Name:

See Instructions in Exhibit B of the RFP. Proposers shall only edit shaded cells.		
OC Streetcar TVM Pricing Proposal		
Note Number	Spec Section Reference	Clarification/Description/Explanation
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EXHIBIT C: PROPOSED AGREEMENT

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PROPOSED AGREEMENT NO. C-1-3279

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective as of this ____ day of _____, 2022 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, CA 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), , , , (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONSULTANT to develop, construct, and implement the ticket vending machine system for the OC Streetcar; and

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

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

WHEREAS, CONSULTANT wishes to perform these services;

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

ARTICLE 1. COMPLETE AGREEMENT

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

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

EXHIBIT C

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

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

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

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

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

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 CONSULTANT, 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 CONSULTANT, 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

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

4 **ARTICLE 4. TERM OF AGREEMENT**

5 A. This Agreement shall commence upon written Notice to Proceed, and shall continue in full
6 force and effect through _____, 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 an
9 additional five (5) years, commencing _____, and continuing through _____ (Option
10 Term), and thereupon require CONSULTANT to continue to provide services, and otherwise perform, in
11 accordance with Exhibit A, entitled "Scope of Work," and at the rates set forth in Article 5, "Payment."

12 C. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish
13 its right to terminate the Agreement for AUTHORITY's convenience or CONSULTANT's default as
14 provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period
15 extending through _____, which period encompasses the Initial Term and Option Term.

16 **ARTICLE 5. PAYMENT**

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

21 B. Exhibit B, entitled "Price Summary Sheet," shall establish the firm-fixed payment to
22 CONSULTANT by AUTHORITY for each work task set forth in the Scope of Work. The schedule shall
23 not include any CONSULTANT expenses not approved by AUTHORITY including but not limited to
24 reimbursement for local meals.

25 C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding
26 to the work actually completed by CONSULTANT. Percentage of work completed shall be documented

EXHIBIT C

1 in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice
2 submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be
3 requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY
4 may decline to make full payment for any task listed in paragraph B of this Article until such time as
5 CONSULTANT has documented to AUTHORITY's satisfaction that CONSULTANT has fully completed
6 all work required under the task. AUTHORITY's payment in full for any task completed shall not
7 constitute AUTHORITY's final acceptance of CONSULTANT's work under such task; final acceptance
8 shall occur only when AUTHORITY's release of the retention described in paragraph D.

9 D. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations
10 under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice
11 submitted for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and
12 shall be paid to CONSULTANT within sixty (60) days of payment of final invoice, unless AUTHORITY
13 elects to audit CONSULTANT's records in accordance with Article 17 of this Agreement. If
14 AUTHORITY elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar
15 days of completion of such audit in an amount reflecting any adjustment required by such audit.
16 CONSULTANT agrees to release subcontractor retention within thirty (30) calendar days after the
17 subconsultants work is satisfactory completed. These prompt payment provisions are required to be
18 incorporated in all subcontract agreements issued by CONSULTANT. During the term of the
19 Agreement, at its sole discretion, AUTHORITY reserves the right to release all or a portion of the
20 retained amount based on CONSULTANT's satisfactory completion of certain milestones.
21 CONSULTANT shall invoice AUTHORITY for the release of the retention in accordance with Article 5.

22 E. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in
23 duplicate to AUTHORITY's Accounts Payable office. CONSULTANT may also submit invoices
24 electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net. Each
25 invoice shall be accompanied by the monthly progress report specified in paragraph C of this Article.
26 AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each

1 invoice. Each invoice shall include the following information:

- 2 1. Agreement No. C-1-3279;
- 3 2. Specify the task number for which payment is being requested;
- 4 3. The time period covered by the invoice;
- 5 4. Total monthly invoice (including project-to-date cumulative invoice amount) and
6 retention;
- 7 5. Monthly Progress Report;
- 8 6. Weekly certified payroll for personnel subject to prevailing wage requirements, if
9 applicable;
- 10 7. Certification signed by the CONSULTANT or his/her designated alternate that a)
11 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The
12 backup information included with the invoice is true, complete and correct in all material respects; c) All
13 payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be
14 made to subcontractors and suppliers from the proceeds of the payments covered by the certification
15 and; e) The invoice does not include any amount which CONSULTANT intends to withhold or retain
16 from a subcontractor or supplier unless so identified on the invoice;
- 17 8. Any other information as agreed or requested by AUTHORITY to substantiate the
18 validity of an invoice.

19 **ARTICLE 6. PROMPT PAYMENT CLAUSE**

20 A. AUTHORITY has adopted a prompt payment provision on all U.S. DOT-assisted contracts
21 to facilitate timely payment to all subconsultants in accordance with regulatory mandates. The
22 provisions of this Article apply to both DBE and non-DBE subconsultants. Pursuant to Title 49 of the
23 Code of Federal Regulations (CFR) Part 26.29:

24 B. "CONSULTANT or subconsultant agrees to pay each subconsultant under this Agreement
25 for satisfactory performance of its Agreement no later than fifteen (15) days from the receipt of each
26 progress payment CONSULTANT receives from AUTHORITY on account of the work performed by the

EXHIBIT C

1 subconsultant. CONSULTANT agrees further to return retainage payments to each subconsultant
2 within fifteen (15) days after receiving payment for work satisfactorily completed and accepted including
3 incremental acceptances of portions of the Agreement work by AUTHORITY. Any delay or
4 postponement of payment from the above referenced time frame may take place only for good cause
5 and with AUTHORITY's prior written approval." CONTRACTOR shall incorporate this clause verbatim,
6 set forth above, in all subcontract, broker, vendor, supplier, purchase order or other source agreements
7 issued to both DBE and non-DBE firms. In the event that there is a dispute over all or any portion of the
8 amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant,
9 CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount.

10 C. Any violation of these provisions shall subject the violating CONSULTANT to the penalties,
11 sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions
12 Code and Section 3321 of the California Civil Code. This requirement shall not be construed to limit or
13 impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or
14 subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT;
15 deficient subcontract performance or noncompliance by a subconsultant.

16 D. Failure to comply with these provisions without prior written approval from AUTHORITY will
17 constitute noncompliance, which shall result in the application of appropriate administrative sanctions to
18 the licensee, including, but not limited to, a penalty payable to the subconsultant, of two percent (2%) of
19 the invoice amount due per month, for every month that full payment is not made.

20 **ARTICLE 7. MAXIMUM OBLIGATION**

21 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and
22 CONSULTANT mutually agree that AUTHORITY's maximum cumulative payment obligation (including
23 obligation for CONSULTANT's profit) shall be _____ Dollars (\$_____.00) which
24 shall include all amounts payable to CONSULTANT for its subcontracts, leases, materials and costs
25 arising from, or due to termination of, this Agreement.

26 /

ARTICLE 8. NOTICES

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

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Iris Deneau

Title:

Title: Senior Contract Administrator

Phone:

Phone: (714) 560 – 5786

Email:

Email: ideneau@octa.net

ARTICLE 9. INDEPENDENT CONTRACTOR

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

B. Should CONSULTANT's personnel or a state or federal agency allege claims against AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or allegations involving any other independent contractor misclassification issues, CONSULTANT shall defend and indemnify AUTHORITY in relation to any allegations made.

ARTICLE 10. INSURANCE

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

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

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

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

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

5. Professional Liability with minimum limits of \$1,000,000 per claim; and

6. Cyber Liability with minimum limits of \$1,000,000 per claim.

B. Proof of such coverage, in the form of a certificate of insurance, with the AUTHORITY, its officers, directors, employees and agents, designated as additional insureds as required by contract. In addition, provide an insurance policy blanket additional insured endorsement. Both documents must be received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies of all related insurance policies.

C. CONSULTANT shall include on the face of the certificate of insurance the Agreement No. C-1-3279; and, the Senior Contract Administrator's Name, Iris Deneau.

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

1 Agreement.

2 E. CONSULTANT 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
7 RFP 1-3279; (3) CONSULTANT's initial cost proposal dated; and (4) all other documents, if any, cited
8 herein or incorporated by reference.

9 **ARTICLE 12. CHANGES**

10 A. By written notice or order, AUTHORITY may, from time to time, order work suspension
11 and/or make changes in the general scope of this Agreement, including, but not limited to, the services
12 furnished to AUTHORITY by CONSULTANT 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, CONSULTANT 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 CONSULTANT from proceeding immediately with the Agreement as changed.

18 B. CONSULTANT shall only commence work covered by an amendment after the amendment
19 is executed by AUTHORITY.

20 **ARTICLE 13. DISPUTES**

21 A. Except as otherwise provided in this Agreement, when a dispute arises between
22 CONSULTANT and AUTHORITY, the project managers shall meet to resolve the issue. If project
23 managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of Contracts
24 Administration and Materials Management (CAMM), who shall reduce the decision to writing and mail
25 or otherwise furnish a copy thereof to CONSULTANT. The decision of the Director, CAMM, shall be the
26 final and conclusive administrative decision.

1 B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with
2 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
3 CAMM. Nothing in this Agreement, however, shall be construed as making final the decision of any
4 AUTHORITY official or representative on a question of law, which questions shall be settled in
5 accordance with the laws of the State of California.

6 **ARTICLE 14. TERMINATION**

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

16 B. In the event either Party defaults in the performance of any of their obligations under this
17 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the
18 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon
19 receipt of such notice, CONSULTANT shall immediately cease work, unless the notice from
20 AUTHORITY provides otherwise. Upon receipt of the notice from AUTHORITY, CONSULTANT shall
21 submit an invoice for work and/or services performed prior to the date of termination. AUTHORITY
22 shall pay CONSULTANT for work and/or services satisfactorily provided up to the date of termination in
23 compliance with this Agreement. Thereafter, CONSULTANT shall have no further claims against
24 AUTHORITY under this Agreement. AUTHORITY shall not be liable for any claim of lost profits or
25 damages for such termination.
26

ARTICLE 15. INDEMNIFICATION

CONSULTANT shall indemnify, defend, and hold harmless AUTHORITY, its officers, directors, employees and agents from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss, costs, penalties, fines, damages, bodily injuries, including death, damage to or loss of use of property, arising out of, resulting from, or in connection with the performance of CONSULTANT, its officers, directors, employees, agents, subconsultants or suppliers under the Agreement. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify AUTHORITY, its officers, directors, employees and agents shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of AUTHORITY.

ARTICLE 16. ASSIGNMENTS AND SUBCONTRACTS

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

B. AUTHORITY hereby consents to CONSULTANT's subcontracting portions of the Scope of Work to the parties identified below for the functions described below. CONSULTANT shall include in the subcontract agreement the stipulation that CONSULTANT, 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 CONSULTANT.

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

ARTICLE 17. ACCESS TO RECORDS AND REPORTS

CONSULTANT shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the

EXHIBIT C

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

ARTICLE 18. CONFLICT OF INTEREST

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

ARTICLE 19. CODE OF CONDUCT

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

ARTICLE 20. PROHIBITION ON PROVIDING ADVOCACY SERVICES

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

ARTICLE 21. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 22. EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 23. CIVIL RIGHTS ASSURANCE

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

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

B. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the

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1 Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and
2 retention of subcontractors, including procurements of materials and leases of equipment. The
3 CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by
4 Section 21.5 of the Regulations, including employment practices when the Agreement covers a
5 program set forth in Appendix B of the Regulations.

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

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

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

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

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

25 F. Title VI of the Civil Rights Act: In determining the types of property or services to acquire, no
26 person in the United States shall, on the grounds of race, color, or national origin, be excluded from

EXHIBIT C

1 participation in, be denied the benefits of, or otherwise be subjected to discrimination under any
2 program or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of
3 1964, as amended, 42 U.S.C. Sections 2000d et seq. and DOT regulations, "Nondiscrimination in
4 Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil
5 Rights Act of 1964," 49 CFR Part 21. In addition, FTA Circular 4702.1, "Title VI and Title VI-Dependent
6 Guidelines for FTA Recipients," 05-13-07, provides FTA guidance and instructions for implementing
7 DOT's Title VI regulations.

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

12 H. DISADVANTAGED BUSINESS ENTERPRISE (DBE): shall not discriminate on the basis of
13 race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry
14 out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted
15 contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this
16 Agreement, which may result in the termination of this Agreement or such other remedy as the
17 AUTHORITY deems appropriate, which may include, but is not limited to:

- 18 (1) Withholding monthly progress payments;
- 19 (2) Assessing sanctions;
- 20 (3) Liquidated damages; and/or
- 21 (4) Disqualifying the CONSULTANT from future proposing as non-responsible.

22 I. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (A)
23 through (H) in every subcontract, including procurements of materials and leases of equipment, unless
24 exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such
25 action with respect to any subcontract or procurement as the AUTHORITY may direct as a means of
26 enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event

1 a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier
2 as a result of such direction, the CONSULTANT may request the AUTHORITY to enter into such
3 litigation to protect the interests of the AUTHORITY, and, in addition, the CONSULTANT may request
4 the United States to enter into such litigation to protect the interests of the United States.

5 **ARTICLE 24. RACE-CONSCIOUS DBE CONTRACT PROVISIONS FOR DOT-ASSISTED**
6 **CONSULTANT CONTRACTS**

7 A. In conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business
8 Enterprises in Department of Transportation Financial Assistance Programs," AUTHORITY has
9 established a four (4%) percent Disadvantaged Business Enterprise (DBE) participation goal for the
10 services required in this Agreement.

11 B. At the time of contract execution, CONSULTANT committed to utilize one or more
12 Disadvantaged Business Enterprise (DBE) Firms in the performance of this DOT-assisted contract.
13 CONSULTANT agrees to enter into agreements with the DBE subconsultants listed on Attachment A-1
14 "DBE Participation Commitment" and ensure they perform work and/or supply materials in accordance
15 with original commitments. No changes to CONSULTANT's DBE commitment shall be made until
16 proper review and approval by AUTHORITY is rendered in writing.

17 C. CONSULTANT must take appropriate actions to ensure that it will satisfy good faith efforts
18 to attain the DBE goal and/or the DBE commitment made at award (whichever is higher), when change
19 orders or other modifications alter the dollar amount of the Agreement or the distribution of work.
20 CONSULTANT must apply and report its DBE goal commitment against the total current Agreement
21 value, including any change orders and/or amendments.

22 D. If there is a DBE goal and/or DBE commitment on the Agreement, CONSULTANT must
23 complete and submit within the specified timelines, DBE documentation electronically through the
24 AUTHORITY-approved electronic reporting system (ECAT).

25 E. CONSULTANT shall comply with all the requirements set forth in Attachment A titled,
26 "DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR U.S. DOT-

1 ASSISTED CONTRACTS", which is attached to and, by this reference, incorporated in and made a part
2 of this Agreement.

3 **ARTICLE 25. PROHIBITED INTERESTS**

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

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

9 **ARTICLE 26. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

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

25 C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be
26 released by CONSULTANT to any other person or agency except after prior written approval by

1 AUTHORITY, except as necessary for the performance of services under this Agreement. All press
2 releases, including graphic display information to be published in newspapers, magazines, etc., are to
3 be handled only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.

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

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

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

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

26 A. All of CONSULTANT's finished technical data, including but not limited to illustrations,

1 photographs, tapes, software, software design documents, including without limitation source code,
2 binary code, all media, technical documentation and user documentation, photo prints and other
3 graphic information required to be furnished under this Agreement, shall be AUTHORITY's property
4 upon payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary
5 restriction except as elsewhere authorized in this Agreement. CONSULTANT further agrees that it
6 shall have no interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said
7 data is subject to the provisions of the Freedom of Information Act, 5 USC 552.

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

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

16 CONSULTANT warrants, by execution of this Agreement, that he/she has not employed or
17 retained any company or person, other than a bona fide employee working for the consultant; to solicit
18 or secure this Agreement; and that he/she has not paid or agreed to pay any company or person other
19 than a bona fide employee, any fee,
20 commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting
21 from the award, or formation of this Agreement. For breach or violation of this warranty, the
22 AUTHORITY shall have the right to annul this Agreement without liability, or at its discretion; to deduct
23 from the Agreement price or consideration, or otherwise recover the full amount of such fee,
24 commission, percentage, brokerage fee, gift, or contingent fee.

25 **ARTICLE 30. LOBBYING**

26 CONSULTANTS who apply or bid for an award of \$100,000 or more shall file the certification

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

ARTICLE 31. HEALTH AND SAFETY REQUIREMENTS

9
10 CONSULTANT shall comply with all the requirements set forth in Exhibit __, titled "Level 2
11 SAFETY SPECIFICATIONS." As used therein, "Contractor" shall mean "Consultant," and
12 "Subcontractor" shall mean "Sub-consultant."

ARTICLE 32. PRIVACY ACT

13
14 CONSULTANT shall comply with, and assures the compliance of its employees with, the
15 information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a.
16 Among other things, CONSULTANT agrees to obtain the express consent of the Federal Government
17 before the CONSULTANT or its employees operate a system of records on behalf of the Federal
18 Government. CONSULTANT understands that the requirements of the Privacy Act, including the civil
19 and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to
20 comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

ARTICLE 33. INCORPORATION OF FTA TERMS

21
22 All contractual provisions required by Department of Transportation (DOT), whether or not
23 expressly set forth in this document, as set forth in Federal Transit Administration (FTA) Circular
24 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein
25 notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other
26 provisions contained in this Agreement. CONSULTANT shall not perform any act, fail to perform any

1 act, or refuse to comply with any requests, which would cause AUTHORITY to be in violation of the
2 FTA terms and conditions.

3 **ARTICLE 34. FEDERAL CHANGES**

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

8 **ARTICLE 35. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

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

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

1 Government deems appropriate.

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

9 **ARTICLE 37. RECYCLED PRODUCTS**

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

15 **ARTICLE 38. ENERGY CONSERVATION REQUIREMENTS**

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

19 **ARTICLE 39. CLEAN AIR**

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

25 **ARTICLE 40. CLEAN WATER REQUIREMENTS**

26 CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant

EXHIBIT C

to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT 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. CONSULTANT agrees to include this requirement in all of its subcontracts.

ARTICLE 41. DEBARMENT AND SUSPENSION

CONSULTANT shall not do business with a subcontractor or other participant who is debarred, suspended or otherwise disqualified. CONSULTANT shall comply with 2 CFR Part 180, as adopted and supplemented by 2 CFR Part 1200. CONSULTANT shall include these requirements 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 the other party; and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-1-3279 to be
2 executed as of the date of the last signature below.

3 **CONSULTANT**

ORANGE COUNTY TRANSPORTATION AUTHORITY

4
5 By: _____

By: _____

6 Darrell E. Johnson
7 Chief Executive Officer

8
9 **APPROVED AS TO FORM:**

10
11 By: _____

12 James M. Donich
13 General Counsel

14
15 **APPROVED:**

16
17 By: _____

18 Andrew Oftelie
19 Chief Financial Officer, Finance and Administration

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR U.S. DOT-ASSISTED CONTRACTS

I. DBE Participation

It is the CONSULTANT'S responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and AUTHORITY's DBE program developed pursuant to these regulations.

CONSULTANT must complete and submit, within the specified timelines, the required DBE documentation in Section IV. of this Attachment, through the AUTHORITY's electronic reporting system (ECAT). CONSULTANT's submitted "DBE Participation Commitment Form," executed subcontracts and/or purchase orders, as well as on-going DBE documentation will be utilized to monitor CONSULTANT's DBE commitment. Unless otherwise directed and/or approved in writing by AUTHORITY prior, CONSULTANT must not effectuate any changes to its DBE participation commitment.

CONSULTANT must complete and submit all required DBE documentation to effectively capture DBE utilization on AUTHORITY's U.S. DOT-assisted contracts whether achieved race neutrally or race consciously. No changes to CONSULTANT'S DBE commitment shall be made until proper review and approval by AUTHORITY is rendered in writing.

To ensure full compliance with the requirements of 49 CFR, Part 26 and AUTHORITY's DBE Program, CONSULTANT must:

- A. Take appropriate actions to ensure that it will satisfy good faith efforts to meet the DBE agreement goal and continue to meet the DBE commitment made at award, when change orders or other modifications alter the dollar amount of the Agreement or the distribution of work. CONSULTANT must apply and report its DBE goal commitment against the total Agreement value, including any 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"), 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 Financial Assistance Programs".

The project is subject to these stipulated regulations and AUTHORITY's DBE Program. To ensure that AUTHORITY achieves its overall DBE Program goals and objectives, AUTHORITY encourages the participation of DBEs as defined in 49 CFR, Part 26, in the performance of agreements financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of AUTHORITY to:

Fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in AUTHORITY's U.S. DOT-assisted contracts and subcontracts. AUTHORITY is firmly committed to the DBE Program objectives, which are designed to:

- A. Ensure non-discrimination in the award and administration of AUTHORITY's U.S. DOT-assisted contracts;
- B. Create a level playing field by which DBE's can fairly compete for AUTHORITY's U.S. DOT-assisted contracts;
- C. Ensure that AUTHORITY's DBE Program and Overall Goals are narrowly tailored in accordance with applicable law;
- D. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBE's in the AUTHORITY's DBE Program;
- E. Help remove barriers which impede the participation of DBE's in AUTHORITY's U.S. DOT-assisted contracts;
- F. Promote the use of DBE's in all types of U.S. DOT-assisted contracts and procurement activities conducted by AUTHORITY;
- G. Provide training and other assistance through our resource partners to address capital, bonding, and insurance needs;
- H. Assist in the development of DBE firms that can compete successfully in the marketplace outside of the DBE Program; and
- I. Establish and provide opportunities for DBEs by providing flexibility in the implementation of AUTHORITY's 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 AUTHORITY's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations must prevail.

III. AUTHORITY's DBE Policy Implementation Directives

Pursuant to the provisions associated with Title 49 CFR, Part 26, the Disadvantaged Business Enterprise ("DBE") Program exists to ensure participation, equitable competition, and assistance to participants in the U.S. DOT DBE program. Accordingly, based on the

AUTHORITY's analysis of its past utilization data, coupled with Overall Goal Methodology findings and examination of similar Recipient's disparity studies, AUTHORITY's DBE Program is implemented utilizing both race-conscious and race-neutral means. When a contract-specific DBE goal is assigned to a project, meeting the contract-specific goal by committing to utilize DBEs, or documenting a bona fide good faith effort to do so, is a condition of award.

A. 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 fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least fifty-one percent (51%) 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.
2. ***"Small Business Concern"*** means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
3. ***"Socially and Economically Disadvantaged Individuals"*** means any individual who is a citizens (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
 - a) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
 - b) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa";
 - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race";
 - iii. "Native Americans," which includes persons who are enrolled

- members of a federally or State recognized Indian tribe, Alaskan Natives, or Native Hawaiians”;
- iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong”;
 - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka”;
 - vi. Women; and
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- c) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
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 Agreement 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.
7. **“Fraud”** includes a firm that does not meet the eligibility criteria of being a certified DBE and attempts to participate in a U.S. DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations, or under circumstances indicating a serious lack of business integrity or honesty. 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. AUTHORITY may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise, violates applicable Federal statutes.

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 AUTHORITY to meet the social and economic disadvantage criteria described below.

B. “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.

C. “Economic Disadvantage”

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

disadvantage:

With respect to the individual:

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

With respect to the individual and the business concern:

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

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

CONSULTANT must complete and submit within the specified timelines, the following DBE and Non-DBE documentation, electronically through the submission process detailed below:

Form/Electronic Submittal	Frequency of Submission	Process for Submission:
Monthly DBE Attainment and Subconsultant Prompt Payment Verification Report	Monthly by the 10 th of each month	Enter data and submit via ECAT to AUTHORITY
DBE Subcontract Agreements	Within ten (10) days of prime contract award, or with Request to Add for DBE firms added post-award	Upload Subcontract to Subconsultant profile and submit via ECAT to AUTHORITY
Request to Add Subconsultant	As needed (see instructions below)	Enter data and submit via ECAT to AUTHORITY
DBE Commitment Change Request(s)	As needed (see instructions below)	Enter data and submit via ECAT to AUTHORITY
On-Going Good Faith Efforts (GFE) Post-Award	As needed (see instructions below)	Upload GFE attachment and submit via ECAT to AUTHORITY
Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subconsultants	Within thirty (30) days from the date of project completion.	Enter data and submit via ECAT to AUTHORITY
Disadvantaged Business Enterprises (DBE) Certification Status Change	Within thirty (30) days from the date of project completion.	Enter data and submit via ECAT to AUTHORITY

A penalty of ten dollars (\$10) per day, per Form/Electronic submittal will be implemented for late submission of any of the above.

**A. Monthly DBE Attainment and Subconsultant Prompt Payment Verification Data
Submission**

This submission serves to ensure CONSULTANT's 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 submission further serves to monitor prompt payment to both DBE and non-DBE firms, and collect DBE utilization data as required under 49 CFR, Part 26.

CONSULTANT is required to enter data directly into ECAT and submit by the 10th of each month until completion of the Agreement. CONSULTANT's first submission is due following the first month of Agreement activity. Even if no DBE participation will be reported within a period, CONSULTANT must complete and submit Monthly by the required timelines.

If there is not a DBE goal and no DBE commitment has been made by CONSULTANT, CONSULTANT is required to enter data directly into ECAT and submit by bi-annually on April 10th and October 10th of each year. Additionally, upon completion of the contract, a final report must be submitted and marked final.

Data required for submission includes the amount(s) received by CONSULTANT from AUTHORITY and the amount(s) paid to lower-tier subconsultants during the Month. CONSULTANT to submit pertinent payment details for any firm (DBE and Non-DBE) to whom they have reported a payment within the reporting period. 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.

Pertinent payment details include:

- Invoice Number
- Invoice Amount
- Payment Amount
- Invoice Date
- Check Number
- Date of Payment
- Corresponding Prime Invoice (associated to subconsultants' invoice)
- Retention
- Disputed or Withheld invoice amounts

If DBE trucking credit is being claimed, CONSULTANT must electronically report through ECAT the amount paid to DBE trucking companies and their lower-tier firms (including owner operators for the leasing of trucks). Pertinent payment details required for submission will include 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 paid during that month. If the DBE leases trucks from a non DBE, CONSULTANT may count only the fee or commission

the DBE receives as a result of the lease arrangement.

Firms will receive a notification from ECAT when a payment is reported to them and will be required to log-in to ECAT to verify the payment information provided by CONSULTANT. A reported payment to a lower-tier DBE firm will not be credited towards the DBE goal until the DBE firm has validated the payment through ECAT. All payments reported by CONSULTANT must be validated by affected firm, prior to the 10th of each month following the reporting period.

Electronic submission of the Monthly DBE Commitment and Attainment Summary and Subconsultant Prompt Pay Verification Data includes a certification under penalty of perjury of the prompt payment assurance statement of compliance, providing assurance that timely payments have been issued to all subconsultants in accordance with regulatory mandates and as required by 49 CFR Part 26.29.

B. DBE Subcontract Agreements

CONSULTANT must electronically submit to AUTHORITY via ECAT, copies of executed subcontracts and/or purchase orders (PO) for all DBE firms participating on the contract within ten (10) working days of award. CONSULTANT must immediately notify AUTHORITY in writing, of any problems it may have in obtaining the subcontract agreements from listed DBE firms within the specified time.

C. Additional DBE Firms

In the event CONSULTANT identifies additional DBE subconsultants not previously identified by CONSULTANT for DBE participation under the Agreement, CONSULTANT must notify AUTHORITY by filling out and submitting a "Request to Add," through ECAT. This will enable AUTHORITY to verify the firm's eligibility, capacity, CUF and scope of work. Proposed firms will not be applied towards CONSULTANT'S DBE participation until approved by AUTHORITY.

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 specific value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation). This supporting documentation is a required upload by ECAT when submitting a Request to Add.

D. DBE Commitment Change Request(s), DBE Substitution, Termination and Increasing or Decreasing Commitment Values

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the CONSULTANT obtains AUTHORITY's written consent. CONSULTANT shall not terminate, decrease or substitute a listed DBE for convenience and perform work originally designated for a DBE with its own work force or those of an affiliate, a non-DBE firm, another DBE firm or obtain materials from other sources without

prior written authorization from AUTHORITY. CONSULTANT shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBE on the DBE Participation Commitment form, unless the DBE is terminated in accordance with this section and is approved by AUTHORITY. This includes partial terminations.

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

AUTHORITY shall only provide written consent to a request to use other forces or sources of materials if CONSULTANT has good cause to terminate or decrease its DBE commitment to a DBE firm. For the purposes of this section good cause includes any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on the requirements of the project.
2. Listed DBE firm fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subconsultant to perform its work on the subcontract results from the bad faith or discriminatory action of CONSULTANT.
3. Listed DBE firm fails or refuses to meet the CONSULTANT's reasonable, nondiscriminatory bond requirements.
4. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
5. Listed DBE firm is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
6. AUTHORITY has determined that the listed DBE firm is not a responsible firm.
7. Listed DBE firm voluntarily withdraws from the project and provides written notice of its withdrawal.
8. Listed DBE is ineligible to receive credit for the type of work required.
9. Listed DBE owner dies or becomes disabled resulting in the inability of the DBE to perform the work on the Contract.
10. Other documented good cause that the Authority determines compels the termination (inclusive of decreases to commitment values and substitutions) of a DBE firm.

To submit a request to substitute, decrease or terminate a DBE subconsultant commitment, CONSULTANT is required to submit a DBE Commitment Change Request through ECAT. The DBE Commitment Change Request includes options to increase, decrease, substitute or terminate a DBE commitment.

If decrease, substitute or terminate is selected, CONSULTANT must give notice in writing to the DBE, with a copy to AUTHORITY, of its intent to decrease, substitute and/or terminate, and

provide justification, allowing the DBE five (5) days to respond to CONSULTANT of the reasons, if any, why it objects to the proposed termination of its contract and why AUTHORITY should not approve CONSULTANT's request. The following documentation will be required by ECAT when submitting the DBE Commitment Change Request.

1. One or more of the good cause justifications listed above.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Responses from the DBEs to CONSULTANT regarding the request.
4. Any documentation necessary to validate the good cause justification.
5. Proof of DBE certification of proposed firm (if requesting to substitute).
6. Written confirmation of work and amount signed by proposed firm (if requesting to substitute).

In the event of an approved DBE substitution, termination, or failure of a DBE to complete its work on the contract for any reason, the DBE must be substituted with another DBE or adequate good faith efforts must be documented by CONSULTANT within five (5) days, to the extent needed to meet the contract-specific DBE goal. Note: The five (5) day period may be extended for an additional five (5) days if necessary, at the request of the CONSULTANT. The substitute DBE must be certified as a DBE within the appropriate NAICS categories at the time of request for substitution.

CONSULTANT shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section and is approved by AUTHORITY in writing. This includes partial terminations.

Should CONSULTANT elect to submit a good faith effort documentation in lieu of proposing additional DBE participation, AUTHORITY will review the documentation and provide a determination through ECAT to CONSULTANT stating whether or not good faith efforts have been adequately demonstrated.

The substitute DBE cannot work on the Agreement until its work eligibility has been confirmed by AUTHORITY.

E. On-Going Good Faith Efforts Post-Award

During the term of the Agreement, CONSULTANT shall continue to make a Good Faith Effort (GFE) to ensure that DBEs have an opportunity to successfully perform in the Agreement, and that the CONSULTANT meets the DBE contract goal. These efforts shall include, but shall not be limited to, the following:

- a. Negotiating in good faith to attempt to finalize and execute a subconsultant agreement with the DBEs committed to;
- b. Continuing to provide assistance to DBE firms in obtaining bonding, lines of credit, etc.

- c. Notifying a DBE in writing of any potential problem and attempting to resolve the problem prior to formally requesting AUTHORITY approval to substitute the DBE.
- d. Paying all firms (DBEs and non-DBEs) in a timely manner, as listed in the Agreement specifications;
- e. Alerting AUTHORITY in a timely manner of any problems anticipated in attaining the DBE participation committed to in the proposal;
- f. If a DBE substitution is necessary, making a Good Faith Effort to replace the DBE with another DBE, subject to the approval of AUTHORITY.

Should CONSULTANT's DBE commitment fall below the DBE contract goal, submittal of good faith effort documentation will be required on a monthly basis until the goal has been met through executed DBE contract agreements. Documentation should include but is not limited to:

- a. Conducting market research to identify and solicit DBE firms that have the capability to perform the work on the Agreement. All reasonable and available means should be utilized. This may include attendance at matchmaking meetings and events, advertising, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired and which are located in the area or surrounding areas of the project.
- b. CONSULTANT should solicit this interest as early in the process as practicable to allow the DBEs to respond to the solicitation and submit a timely proposal. CONSULTANT should determine with certainty if the DBEs are interested by taking appropriate steps to follow up on initial solicitations.
- c. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Agreement work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when CONSULTANT might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance.
- d. Effectively using the services of available minority/women community organizations; minority/women consultant groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

F. Final Report-Utilization of Disadvantaged Business Enterprises

Upon completion of the project, CONSULTANT must electronically designate their last Monthly DBE Attainment and Subconsultant Prompt Payment Verification Report as final and submit to

the Authority utilizing ECAT within thirty (30) days from the date of project completion. The amount of ten-thousand dollars (\$10,000) will be withheld from payment until a satisfactory form is submitted.

G. Disadvantaged Business Enterprises Certification Status Change

If a DBE subconsultant is decertified during the life of the project, the decertified subconsultant must notify the CONSULTANT in writing with the date of decertification and last date of work on the project while still certified. Within ten (10) days of receipt of decertification documentation, CONSULTANT must electronically furnish the written documentation to AUTHORITY via ECAT. Upon completion of the project, "Disadvantaged Business Enterprises Certification Status Change" must be signed and certified correct by the CONSULTANT indicating each DBE's existing certification status utilizing ECAT.

If there are no changes, CONSULTANT indicates "No Changes." The signed and certified form must be furnished to AUTHORITY within thirty (30) days from the date of project completion.

Failure to submit any of the required submittals above and their support documentation within the specified timeline shall result in a penalty of ten dollars (\$10) per day, per submittal document.

AUTHORITY requires CONSULTANT to maintain records and documents of payments to lower-tiers, including DBEs, for a period of four (4) years from the date of final payment by AUTHORITY, unless otherwise provided by applicable record retention requirements for CONSULTANT'S agreement, whichever is longer. These records will be made available for inspection upon request in accordance with Article 21 entitled "Access to Records and Reports", of this Agreement. This reporting requirement extends to all lower-tiers, both DBE and non-DBE.

AUTHORITY reserves the right, at its sole discretion, to demonstrate responsiveness to requirements of CFR 49 Part 26.37 by posting CONSULTANT payment data to a website, database, or other place accessible to subconsultants to assist them in determining when they should expect to receive payment.

V. DBE Eligibility and Commercially Useful Function Standards

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

1. A DBE must be a small business firm defined pursuant to 13 CFR Part 121 and be certified through the California Unified Certification Program ("CUCP") at the time of proposal submission. A listing of DBEs certified by the CUCP is available the link to the CUCP web site, which can be accessed at:
<https://ucp.dot.ca.gov/licenseForm.htm>

2. A DBE may participate as a prime CONSULTANT, subconsultant, joint venture partner, 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 work 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. The use of joint-checks for DBE firms must be approved by AUTHORITY prior to execution, and a joint-check agreement must accompany the request to AUTHORITY.
5. A DBE must perform a commercially useful function in accordance with 49 CFR Part 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

- A. When a DBE is proposed to participate in the Agreement, at any tier, only the value of the work proposed to be performed by the DBE with its own work force may be counted towards DBE participation. If CONSULTANT is a DBE joint venture participant, only the DBE proportionate interest in the joint venture must be counted.
 1. 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 performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the CONSULTANT's DBE attainment.
 2. CONSULTANT is to calculate and credit participation by eligible DBE vendors of equipment, materials, and supplies toward DBE attainment as follows:
 - a) Sixty percent (60%) of expenditures for equipment, materials, and supplies required under the Agreement obtained from a regular dealer; or
 - b) One hundred percent (100%) of expenditures for equipment, materials, and supplies required under the Agreement obtained from a DBE manufacturer.
 3. The following types of fees or commissions paid to DBE subconsultants, Brokers,

and Packagers may be credited toward 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 Agreement;
 - 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 Agreement.
4. If the CONSULTANT listed a non-certified, 1st tier subconsultant to perform work on this Agreement, 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 Agreement. If a DBE CONSULTANT performs the installation of purchased materials and supplies, they are eligible for full credit of the cost of the materials.
5. 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.

VII. DBE "Frauds" and "Fronts"

Only legitimate DBEs are eligible to participate as DBEs in the AUTHORITY's U.S. DOT-assisted contracts. CONSULTANT is 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; by email at hotline@oig.dot.gov, or by mail to the following: DOT Inspector General, 1200 New Jersey Ave SE, West Bldg 7th Floor, Washington, DC 20590.

VIII. Dispute Resolution

All contracts in excess of five-hundred thousand dollars (\$500,000) shall contain provisions or conditions which will allow for dispute resolution remedies in instances where CONSULTANTS violate or breach DBE Program requirements, inclusive but not limited to, prompt payment and provide for such sanctions and penalties as may be appropriate.

CONSULTANT shall incorporate this Section into each subcontract related to work arising under this Agreement and shall not incorporate by reference.

CONSULTANT and subconsultant agree to notify AUTHORITY within five (5) business days of any prompt payment and/or DBE Program disputes which cannot be settled by discussions between the parties involved.

CONSULTANT and subconsultant further agree to proceed through informal meetings, mediation, or any combination thereof as further detailed below. Dispute submittals shall include the method(s) of dispute resolution selected, terms, timeframes, and a detailed summary of assistance being requested (as applicable).

I. INFORMAL MEETINGS:

AUTHORITY is available to assist CONSULTANT with coordination of informal meeting requests to assist in the resolution of disputes between CONSULTANT and subconsultant. AUTHORITY's DBELO or a designated DBE support representative will conduct the informal meetings with parties in dispute. Representatives from CONSULTANT and subconsultant for the purpose of dispute resolution, must include individuals authorized to bind each interested party. All parties must agree to the procedure.

II. Mediation

The parties to a contract may agree to endeavor to settle a dispute through informal mediation under independent third-party organizations. AUTHORITY's DBELO and her designated support staff is considered an independent third party. Submission to informal mediation is voluntary; it is not binding and offers advisory opinions.

Performance During Dispute: Unless otherwise directed by AUTHORITY, CONSULTANT and its sub tiers shall continue performance under the Agreement while matters in dispute are being resolved.

Flow Down Requirements: The dispute resolution provisions flow down to all tiers.

These provisions shall not apply to disputes between CONSULTANT and AUTHORITY. These provisions do not alter in any way or waive compliance with other provisions in the Agreement.

IX. 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

subconsultant, regardless of tier, are also fully compliant. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement, or such other remedy as AUTHORITY deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying CONSULTANT from future proposing as non-responsible.

In instances of identified non-compliance, a Cure Notice will be issued to CONSULTANT identifying the DBE non-compliance matter(s) and specifying the required course of action for remedy.

CONSULTANT will 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 AUTHORITY to reconsider AUTHORITY's DBE determination.

Failure to respond within the ten (10) working day period will constitute a waiver of CONSULTANT'S right to appeal. If CONSULTANT files an appeal, 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 CONSULTANT'S appeal, AUTHORITY decides to uphold the decision to impose DBE administrative remedies on CONSULTANT, the written determination must state the specific remedy(ies) 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 the Agreement and is subject to administrative remedies including withholding at a minimum of two percent (2%) of the invoice amount due per month for every month that the identified non-compliance matter(s) is not remedied. Upon satisfactory compliance, AUTHORITY will release all withholdings.

In addition to administrative remedies defined in this section, 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: _____

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed subconsultants and/or agent/lobbyist? Yes _____ No _____

If no, please sign and date below.

If yes, please provide the following information:

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"/> Subconsultant | 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.

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

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Andrew Do, Chairman

Mark A. Murphy, Vice Chairman

Lisa A. Bartlett, Director

Doug Chaffee, Director

Barbara Delgleize, Director

Katrina Foley, Director

Brian Goodell, Director

Patrick Harper, Director

Michael Hennessey, Director

Gene Hernandez, Director

Steve Jones, Director

Joseph Muller, Director

Tam Nguyen, Director

Vicente Sarmiento, Director

Tim Shaw, Director

Harry S. Sidhu, Director

Donald P. Wagner, Director

EXHIBIT E: STATUS OF PAST AND PRESENT CONTRACTS

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror/Bidder 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/Bidder 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/Bidder 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/Bidder 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 the bid. Each form must be signed by an officer of the Offeror/Bidder 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

Signature

Title

Date

**EXHIBIT F: DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
REQUIREMENTS**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
REQUIREMENTS**

1.0 DBE Goal

To assist proposers in ascertaining DBE availability based on the specific items of work associated with this procurement, the Authority has determined that DBEs are ready, willing and able to compete for subcontracting opportunities on this project. The DBE Goal for this contract is **4%**.

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 fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in Authority's U.S. DOT-assisted contracts and subcontracts. The Authority is firmly committed to its DBE Program objectives, which are designed to:

- 2.1** Ensure non-discrimination in the award and administration of Authority's U.S. DOT-assisted contracts.
- 2.2** Create a level playing field on which DBEs can compete fairly for the Authority's U.S. DOT-assisted contracts.
- 2.3** Ensure that the DBE Program and Overall Goal are narrowly tailored in accordance with applicable law.
- 2.4** Ensure that only firms that meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs in the Authority's DBE program.
- 2.5** Help remove barriers which impede the participation of DBEs in the Authority's U.S. DOT-assisted contracts.
- 2.6** Promote the use of DBEs in all types of U.S. DOT-assisted agreements and procurement activities conducted by the Authority.
- 2.7** Provide training and other assistance through our resource partners to address capital, bonding and insurance needs.

- 2.8 Assist in the development of DBE firms that can compete successfully in the marketplace outside the DBE Program; and
- 2.9 Establish and provide opportunities for DBEs by providing flexibility in the implementation of the Authority's 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 U.S. 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 goal.

Race-neutral measures 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 U.S. 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 U.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 work 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 use of contract goals and good faith efforts. When a contract-specific goal is assigned to a project, proposers must demonstrate responsiveness by committing to meet the DBE goal or documenting a bona fide good faith effort to do so, as a condition of award. Contract-specific goals are specifically targeted at DBEs certified through the California Unified Certification Program ("CUCP").

3.0 **Definitions**

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

- 3.1 ***"Disadvantaged Business Enterprise (DBE)"*** means a for-profit small business concern: (a) which is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such 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 Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
- 3.3 ***"Socially and Economically Disadvantaged Individuals"*** means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
- 3.3.1 Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
- 3.3.2 Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
- 3.3.2.1 "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
- 3.3.2.2 "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- 3.3.2.3 "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;

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

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

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

3.8.1 Social Disadvantage

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

3.8.2 Economic Disadvantage

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

With respect to the individual:

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

With respect to the individual and the business concern:

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

4.0 DBE Proposal Submission Requirements

Proposer must complete and submit the following DBE Exhibit (form) with their proposal:

- DBE Participation Commitment Form

Proposer must complete and submit the following DBE Exhibits (forms) to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date:

- Written Confirmation (required from each proposed DBE firm listed on the DBE Participation Commitment Form)
- DBE Information - Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the DBE Participation Commitment Form)
- Bidders List

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

4.1 “DBE Participation Commitment Form” (Exhibit F-1)

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

4.2 “DBE Information - Good Faith Efforts” (Exhibit F-2)

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

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

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

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

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

4.3 “Bidders List” (Exhibit F-3)

The Authority is required by Regulations to create and maintain a “Bidders List,” of all firms proposing or quoting on the Authority’s U.S. DOT-assisted contracts for use in calculating the Authority’s DBE goal(s). 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, proposal or quote, including firms who were contracted by the prime proposer.

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



DBE PARTICIPATION COMMITMENT FORM

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL AS A
CONDITION OF DBE RESPONSIVENESS**

NOTE: 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 %: _____
5. Proposer's Total Bid Price _____
(If applicable)

Required DBE Commitment Information

6. DBE Firm (Name and Address)	7. DBE Certification Number	8. Description of Scope of Services/Work	9. Dollar Value (\$) or Percent (%) of Participation	10. Dollar Value (\$) or Percent (%) of Eligible DBE Participation/Commitment

Note: As a condition of responsiveness, the proposer is required to submit with the Proposal a written confirmation signed and dated from each DBE listed in Column 6 acknowledging that the DBE is participating in the contract for the specified dollar value (\$) or percent (%) and scope of work.

A quote or proposal from the DBE firm can serve in lieu of the written confirmation; however, the dollar and/or percentage amount in the written confirmation or quote/proposal and the amount shown on this form MUST match identically.

**11. Total Dollar Value (\$) or Percent (%) of
Eligible DBE Participation:**

\$ _____

**12. Eligible DBE Participation Represented
as a Percentage (%) of Proposer's Total
Proposal Price**

_____ %

Proposer Assurance: The proposer certifies that information on this form is complete and accurate, that it has verified the listed DBE(s) certification status and is only crediting eligible DBE participation towards meeting the contract DBE goal.

13. Preparer's Name (Print) _____

14. Preparer's Signature _____

15. Preparer's Title _____

16. Date _____

17. Telephone No. _____
() _____

18. Email Address _____

INSTRUCTIONS - DBE Participation Commitment Form

Proposer is required to ensure all information is complete and accurate:

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 proposer's firm name.
4. **Contract DBE Goal %** - Enter the contract DBE goal percentage.
5. **Proposer's Total Proposal Price** - Enter the proposer's total proposal price.
6. **DBE Firm** - Enter name and address of the proposed DBE firm. Identify all DBE firms being claimed for credit, regardless of tier.
7. **DBE Certification Number** - Enter the DBE's certification identification number. All DBEs must have a valid DBE certification at time of proposal due date.
8. **Description of Scope of Services/Work** - Enter the scope of services/work for each DBE firm listed to participate on this contract.
9. **Dollar Value (\$) or Percent (%) of Participation** - Enter the total dollar value or percent of participation for each listed DBE firm.
10. **Dollar Value (\$) or Percent (%) of Eligible DBE Participation/Commitment** - Enter the dollar value or percent of participation eligible to count towards meeting the contract DBE goal. This value should exclude work performed by lower tier subcontractors and account for the DBE's capacity based on their certification type in conformance with the DBE crediting provisions set forth in Title 49 CFR Part 26.55.
11. **Total Dollar Value (\$) of Eligible DBE Participation** - Enter the sum of all eligible participation listed in column 10.
12. **Eligible DBE Participation Represented as a Percentage (%) of Proposer's Total Price** - Enter the corresponding percentage of the total eligible DBE participation that the proposer is counting towards the proposer's DBE goal commitment (Formula: Item (11) Total Dollar Value (\$) of Eligible DBE Participation / Item (5) Proposer's Total Price = Proposer's DBE Goal Commitment Percent (%). If percent (%) is used in lieu of dollar value (\$) for Item (11), then Item (12) should equal percent listed in Item 11).
13. **Preparer's Name (Print)** - Clearly enter the name of the authorized person preparing the form on behalf of the proposer.
14. **Preparer's Signature** - Authorized person's signature.
15. **Preparer's Title** - Enter the position/title of the authorized person signing the form on behalf of the proposer.
16. **Date** - Enter the date the form is signed.
17. **Telephone No.** - Enter the area code and telephone number of the authorized person signing the form on behalf of the proposer.
18. **Email Address** - Enter the email address of the authorized person signing the form on behalf of the proposer.

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 relevant to the scope they are being listed to perform.



DBE INFORMATION - GOOD FAITH EFFORTS

RFP No: _____ Proposal Due Date _____

The Orange County Transportation Authority (Authority) established a Disadvantaged Business Enterprise (DBE) goal of 4% for this contract. The information provided herein shows that a good faith effort was made by _____ (Proposer).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS.



Bidders List

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

The 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 to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's proposal due date, or as otherwise specified in the solicitation. The Authority will utilize this information to assist in the Authority's DBE goal-setting process.

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

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

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

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

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 otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
6. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
 - a. An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.
 - b. A member of the uniformed services, as defined in the subsection

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

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

B. PROHIBITIONS

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

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

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

an agency's use.

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

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

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

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

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

b. Professional and technical services

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

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

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

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

c. Disclosure

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

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

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

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

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

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

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

d. Agreement

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

e. Penalties

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

applicable.

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

f. Cost Allowability:

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

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf (name of 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 _____, 20____

By _____
(Signature of authorized official)

(Title of authorized official)

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

Approved by
OMB
003480045

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

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

Reporting Entity: _____ Page _____ of _____

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EXHIBIT H: SAFETY SPECIFICATIONS

LEVEL 2 STANDARD 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 Authority health, safety and environmental compliance department (HSEC), requirements of this safety specification, project site requirements, and bus yard safety rules as well as all federal, state, and local regulations pertaining to scope of work or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

C. INJURY AND ILLNESS PREVENTION PROGRAM

The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

D. SUBSTANCE ABUSE PREVENTION PROGRAM

Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

E. HAZARD COMMUNICATION PROGRAM

- 1. 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 SDS for all applicable products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- 2. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

F. STORM WATER POLLUTION PREVENTION PLAN

1. The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

G. DESIGNATED HEALTH, SAFETY, ENVIRONMENTAL (HSE) REPRESENTATIVE

1. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
2. This person shall be a Competent or Qualified Individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards, and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.
3. The Contractor's HSE Representative is subject to acceptance by the Authority Project Manager, and the HSEC Department. All contact information of the HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager, upon request, within 72 hours.
4. The Contractor's HSE Representative shall hold a current certification from the Board of Certified Safety Professionals (BCSP) and have five years of demonstrated construction/scope experience enforcing HSE compliance on construction, industrial or similar project scopes. The designated HSE Representative shall participate in any required HSE related submittals. The Authority reserves the right to allow for an exception and to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.
5. Competent Individual means an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and/or property, and who has authorization to take prompt corrective measures to eliminate them.
6. Qualified Individual means an individual who by possession of a recognized degree, certificate, certification or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the Project.

H. SCOPE PLANNING

Prior to any scope work activity or task, the Contractor shall evaluate the hazards of the scope of work and the work environment to ensure proper control measures are identified for employee public and property protection measures to prevent incidents. This evaluation shall be implemented by developing a written site specific Job Hazard Analysis (JHA) or similar tool designed for planning the work to prevent incidents. The plan shall be provided to the Authority's Project Manager, upon request, within 72 hours.

I. ORIENTATION

1. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation at a minimum shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 or 3 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.
2. Copies of orientation documents shall be provided to the Authority Project Manager within 72 hours upon request.

J. TRAFFIC & PARKING

The Contractor shall ensure that all Contractor vehicles, including those of their subcontractors, suppliers, vendors and employees are parked in designated parking areas, personal vehicles shall be parked in the employee parking lot, work vehicles required in the maintenance area of a bus base shall be identified by company name and/or logo, covered by the company insurance, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots. Vehicles without appropriate company name and logo are considered personal vehicles and not allowed in the maintenance area of the bus base.

K. GENERAL PROVISIONS

1. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.
2. The Contractor shall immediately notify the Authority's Project Manager whenever local, state or federal regulatory agency personnel are identified as being onsite.

3. The Authority 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 pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
4. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its subcontractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.
5. The Contractor shall instruct all its employees, and all associated subcontractors under contract with the Contractor who work on Authority property in the recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.
6. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, and each Contractor is encouraged to exceed minimum requirements. When the Contractor safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of the public and workers.

1.2 ENVIRONMENTAL REQUIREMENTS

- A. The Contractor shall comply with Federal, State, county, municipal, and other local laws and regulations pertaining to the environment, including noise, aesthetics, air quality, water quality, contaminated soils, hazardous waste, storm water, and resources of archaeological significance. Expense of compliance with these laws and regulations is considered included in the agreement. Contractor shall provide water used for dust control, or for pre-wetting areas to be paved, as required; no payment will be made by OCTA for this water.
- B. The Contractor shall prevent pollution of storm drains, rivers, streams, irrigation ditches, and reservoirs with sediment or other harmful materials. Fuels, oils, bitumen, calcium chloride, cement, or other contaminants that would contribute to water pollution shall not be dumped into or placed where they will leach into storm drains, rivers, streams, irrigation ditches, or reservoirs. If operating equipment in streambeds or in and around open waters, protect the quality of ground water, wetlands, and surface waters.
- C. The Contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the duration of the contract. Contractor shall comply with applicable NPDES permits and Storm Water Pollution Prevention Plan (SWPPP) requirements.

- D. Contractor shall comply with all applicable EPA, Cal EPA, Cal Recycle, DTSC, SCAQMD, local, state, county and city standards, rules and regulations for hazardous and special waste handling, recycling and/ disposal. At a minimum, Contractor shall ensure compliance where applicable with SCAQMD Rule 1166, CCR Title 8, Section 5192, 29 CFR Subpart 1910.120, 49 CFR Part 172, Subpart H, 40 CFR Subpart 265.16 and CCR Title 22 Section 6625.16. Contractor shall provide OCTA a schedule of all hazardous waste and special or industrial waste disposal dates in advance of transport date. Only authorized OCTA personnel shall sign manifests for OCTA generated wastes. Contractor shall ensure that only current registered transporters are used for disposal of hazardous waste and industrial wastes. The Contractor shall obtain approval from OCTA for the disposal site locations in advance of scheduled transport date.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
 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 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, Investigative photos of the existing conditions and area around the injury/incident scene, 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 task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within

seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 PERSONAL PROTECTIVE EQUIPMENT

Contractors, and all associated subcontractors, vendors and suppliers are required to provide their own personal protective equipment (PPE), including eye, head, foot, and hand protection, respirators, reflective safety vests, and all other PPE required to perform their work safely on Authority projects.

1.5 LANGUAGE REQUIREMENTS

The Contractor for safety reasons shall ensure employees that do not read, or understand English, shall have a bilingual supervisor or foreman when on the Authority property or projects.

1.6 WARNING SIGNS AND DEVICES

The Contractor shall provide signs, signals, and/or warning devices to be visible when and where a hazard exists. Signs, signals, and/or warning devices shall be removed when the hazard no longer exists.

1.7 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Construction Industry Institute (CII)
- E. Board of Certified Safety Professionals (BCSP)
- F. OCTA Yard Safety Rules

END OF SECTION

EXHIBIT I: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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 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 this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror:_____

RFP No.:_____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

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

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

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:
