

REQUEST FOR PROPOSALS (RFP) 0-1752

GREENHOUSE GAS EMISSIONS INVENTORY



ORANGE COUNTY TRANSPORTATION AUTHORITY

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

Key RFP Dates

Issue Date:	October 4, 2010
Pre-Proposal Conference Date:	October 12, 2010
Question Submittal Date:	October 18, 2010
Proposal Submittal Date:	November 4, 2010
Interview Date:	November 18, 2010

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October 4, 2010

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS
RFP 0-1752: "GREENHOUSE GAS EMISSIONS
INVENTORY"**

Gentlemen/Ladies:

The Orange County Transportation Authority (OCTA) invites proposals from qualified consultants to conduct a comprehensive inventory that identifies and quantifies Greenhouse Gas (GHG) emissions from the facilities and vehicle fleets under OCTA's operational control. The budget for this project is \$80,000 for a seven month agreement.

Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on November 4, 2010.

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Maria Cruz-Thompson, Buyer**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Maria Cruz-Thompson, Buyer**

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

Firms interested in obtaining a copy of this Request For Proposals (RFP) 0-1752 may do so by faxing their request to (714) 560-5792, or e-mail your request to rfp_ifb_Requests@octa.net or calling (714) 560-5922. Please include the following information:

- Name of Firm
- Address
- Contact Person
- Telephone and Facsimile Number
- Request For Proposal (RFP) 0-1752

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

To receive all further information regarding this RFP 0-1752, firms 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:

Commodities for this solicitation are:

<u>Category(s):</u>	<u>Commodity(s):</u>
Professional Consulting	Environmental Consulting
Professional Services	Engineering Environmental

A pre-proposal conference will be held on October 12, 2010, at 8:00 a.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 154. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established November 18, 2010 as the date to conduct interviews. All prospective Offeror's 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.

Sincerely,

A handwritten signature in cursive script that reads "Maria Cruz-Thompson". The signature is written in dark ink and is positioned above the printed name.

Maria Cruz-Thompson

Buyer

Contracts Administration and Materials Management

SECTION I
INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 8:00 a.m., on October 12, 2010, at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 154. 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.

D. AUTHORITY CONTACT

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

Contracts Administration and Materials Management Department
Attn: Maria Cruz-Thompson
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: (714) 560-5605, Fax: (714) 560-5792

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 2:00 p.m., on October 18, 2010.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Courier: Contracts Administration and Materials Management Department, 600 South Main Street, 4th Floor, Orange, California 92868.
 - (3) Facsimile: The Authority's fax number is (714) 560-5792.
 - (4) E-Mail: Maria Cruz-Thompson, Buyer e-mail address is mthompson@octa.net.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, the Authority's interactive website, no later than October 20, 2010. Offerors may download responses from CAMM NET at www.octa.net/cammnet, or request responses be sent via U.S. Mail by e-mailing or faxing the request to rfp_ifb_Requests@octa.net, (714) 560-5792, or Maria Cruz-Thompson, Buyer at mthompson@octa.net.

To receive e-mail notification of Authority responses when they are posted on CAMM NET, firms 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:

Commodities for this solicitation are:

Category(s):
Professional Consulting
Professional Services

Commodity(s):
Environmental Consulting
Engineering Environmental

Inquiries received after October 18, 2010, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on November 4, 2010.

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

2. Address

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Maria Cruz-Thompson, Buyer**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
P.O. Box 14184
Orange, California 92863-1584
Attention: Maria Cruz-Thompson, Buyer**

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

3. Identification of Proposals

Offeror shall submit an **original and 3 copies** of its proposal in a sealed package, addressed as shown above, bearing the Offeror's name and address and clearly marked as follows:

"RFP 0-1752: GREENHOUSE GAS EMISSIONS INVENTORY"

4. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.

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

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying firm-fixed prices which shall include direct costs, indirect costs, meals, travel, and profit for individual tasks specified in the Scope of Work, included in this RFP as Exhibit A.

L. CONFLICT OF INTEREST

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

M. CODE OF CONDUCT

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. Offerors agree to include these requirements in all of its subcontracts.

SECTION II
PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12 point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length, excluding any appendices.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Maria Cruz-Thompson, Buyer 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. Include name, title, address, and telephone number of the contract person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in

the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

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

b. Proposed Staffing and Project Organization

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

Offeror to:

- (1) Provide education, experience, and applicable professional credentials of project staff. Key personnel is required to have the following skills, experience, and knowledge:
 - Experience conducting greenhouse gas emissions inventories for cities, counties and/or other public

- agencies. Transportation agency experience preferred.
 - General understanding of air quality and operational issues faced by transit operators.
 - In-dept knowledge of greenhouse gas protocols and how they are applicable to transit agencies.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel.
 - (3) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
 - (4) 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.
 - (5) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
 - (6) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the Offerors ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Furnish a project schedule for completing the tasks in terms of elapsed weeks from the project commencement date.

- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the Authority's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements as set forth in Exhibit C entitled "Proposed Agreement No. C-0-1752."

4. Cost and Price Proposal

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

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. As noted earlier in these instructions, it is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying firm-fixed prices which shall include direct costs, indirect cost, meals, travel, and profit.

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. Exhibit D entitled "Status of Past and Present Contracts Form"**

Offeror is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of the proposal. Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years and the contract has ended or will end in a termination, settlement, or litigation. A separate form must be completed for each contract. Offeror shall provide an accurate name and telephone number for each contract and indicate the term of the contract and the original contract value. If the contract was terminated, Offeror must list the reason for termination. Offeror must identify and state the status of any litigation, claims or settlement agreements related to any of the contracts. Each form must be signed by the Offeror confirming the information that the information provided is true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its proposals and it should be included in only the original proposal.

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 25%**
Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
- 3. Work Plan 30%**
Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of labor distribution among the tasks; ability to meet the project deadline; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Cost and Price 25%**
Reasonableness of the total price and competitiveness of this amount with other offers received; adequacy of data in support of figures quoted; reasonableness of individual task budgets.

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 **November 18, 2010** as the date to conduct interviews. All prospective Offerors will be asked to keep this date

available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

C. AWARD

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

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

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) 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) days of notification of the contract award.

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

GREENHOUSE GAS EMISSIONS INVENTORY

SECTION 1 - DESCRIPTION OF PROJECT

BACKGROUND

As Orange County's primary public transportation agency, the Orange County Transportation Authority (OCTA) has long been committed to promoting cleaner air in the communities it serves. In addition, with the passage of Assembly Bill 32, the Global Warming Solutions Act of 2006 and Senate Bill 375, the Sustainable Communities and Climate Protection Act of 2008, local agencies such as OCTA will be required to explore new methods of reducing greenhouse gas (GHG) emissions and mitigating the impact of GHGs on the environment.

OCTA currently has more than 1,715 employees, including 950 coach operators, 215 maintenance employees and 445 administrative staff. OCTA owns five bus operation and maintenance facilities bases in Anaheim, Garden Grove, Irvine (2) and Santa Ana, and seven transportation terminals. OCTA leases office space for its administrative headquarters in the city of Orange and also leases office space for other staff in the cities of Anaheim and Corona.

OCTA operates buses on 80 routes in a 798 square-mile area with more than 3 million residents. OCTA currently maintains a fleet of 983 buses, including 325 smaller para-transit vehicles that provide demand-responsive trips for people with disabilities. More than 95 percent of OCTA's large bus fleet is powered by alternative fuels. The fixed route fleet includes 228 buses fueled by liquefied natural gas, and 299 buses fueled by compressed natural gas. OCTA has installed compressed natural gas fueling facilities at four of the five operating bases.

OCTA has a number of programs and policies in place to help improve air quality throughout Orange County. In addition to replacing older diesel buses with new alternative fuel vehicles, OCTA also operates a fleet of 87 Toyota Prius hybrid sedans, which replaced a fleet of older, less fuel-efficient vehicles. OCTA is also in the process of retrofitting its bus maintenance facilities with more energy-efficient equipment, is funding a significant expansion of Metrolink commuter-rail service, and is partnering with local employers and universities to expand rideshare programs, subsidize vanpool service and provide transit discounts. OCTA does not have local land-use authority.

A CONSULTANT team is required with skills, experience, and knowledge in the following key areas:

1. Experience conducting greenhouse gas emissions inventories for cities, counties and/or other public agencies. Transportation agency experience preferred.
2. General understanding of air quality and operational issues faced by transit operators.

3. In-depth knowledge of greenhouse gas protocols and how they are applicable to transit agencies.

PROJECT DESCRIPTION

The purpose of the project is to conduct a comprehensive inventory that identifies and quantifies GHG emissions from the facilities and vehicle fleets under OCTA's operational control. The inventory should address emissions from all six internationally-recognized greenhouse gases regulated under the Kyoto Protocol, including carbon dioxide, methane, nitrous oxide, hydro fluorocarbons, perfluorocarbons, and sulfur hexafluoride.

The project should take the form of a local government inventory that evaluates the GHG emissions related to OCTA's buildings, operations, vehicle and transit fleets, and waste management. This inventory will serve as a benchmark that OCTA can use to measure the benefits of policies and programs put in place to reduce emissions. The approach and methodology used to complete the GHG inventory should be based on the guidance provided in "Recommended Practice for Quantifying Greenhouse Gas Emissions from Transit" compiled by the American Public Transportation Association (APTA) Climate Change Standards Working Group and the "General Reporting Protocol" from The Climate Registry.

This project involves seven major CONSULTANT tasks including:

1. *Project management:* Issues, updates, scope, cost, and schedule are developed, reported, and controlled.
2. *Project definition:* Identify OCTA's organizational and operational boundaries to be included in the GHG emissions inventory. Identify the appropriate baseline year to be used for the GHG inventory.
3. *Data collection:* Identify and apply the appropriate methodologies for collecting emissions data from OCTA facilities and vehicle fleets. Verify if the utilities and vehicle fuel data already compiled is adequate.
4. *Quantify baseline and current year GHG emissions:* Develop baseline and current year emissions estimates for each pollutant and source that contributes to GHG emissions; also calculate emissions displaced by transit, the GHG emission reductions achieved through reduced emissions from private automobiles since the baseline year.
5. *Quantify emissions reduction from implemented measures:* Calculate the emissions reduction from measures the agency has already taken to reduce GHG's.
6. *Sustainability Work Plan:* Assist OCTA staff in developing an agency-wide Sustainability Work Plan that will build on the results of the GHG inventory.
7. *Final report:* Summarize the findings of the GHG inventory for presentation to OCTA executive staff and the Board of Directors.

SECTION 2 - SCOPE OF WORK

Quantities for physical deliverables are listed next to each bulleted item below.

TASK 1: PROJECT MANAGEMENT

Task 1 is on-going throughout the duration of the project. This task includes project management services including preparing schedules, agendas, progress reports, invoices, and administration of the project.

Project Staffing

The CONSULTANT Project Manager shall be responsible for the overall management of the project for the CONSULTANT team. The CONSULTANT Project Manager shall oversee the management of the project from initiation through the completion of the work included in this Scope of Work. In addition, the CONSULTANT and/or sub-consultant staff shall commit their time to the project as proposed in this RFP.

The CONSULTANT Project Manager shall ensure the timely and integrated production of all work tasks. He/she will work with the OCTA Project Manager to set milestones and timelines to prioritize and complete the required tasks in this scope of work. He/she may be expected to make presentations concerning the project, status and schedule to OCTA staff, executives, committees, and/or the Board of Directors.

The CONSULTANT Project Manager shall be removed and replaced only with the written consent of the OCTA. OCTA will consider the unauthorized removal of the CONSULTANT Project Manager as grounds for termination of the contract. OCTA reserves the right to require the CONSULTANT to remove and replace the CONSULTANT Project Manager or any member of the CONSULTANT/sub consultant team from the project for cause.

Project Management (Scope, Cost, and Schedule)

All work shall be completed within six (6) months, with an added month for contract close-out, after the Notice to Proceed, or as appropriate, in order to allow for timely and informed decision-making. Upon receipt of the Notice to Proceed, the CONSULTANT Project Manager shall prepare a detailed project budget, schedule, and project management plan to include all of the tasks described in the Scope of Work. It is expected that these items will be more detailed in nature when compared to the budget and schedule given in proposals received in response to this RFP.

The project budget and schedule shall be reviewed and approved by the OCTA Project Manager and shall be regarded as the baseline against which project status and progress is measured and reported. The CONSULTANT Project Manager shall be

responsible for timely transmittal of the data and information to all sub consultants, if required, so that the sub consultants are able to maintain the project schedule.

Task 1 Deliverables:

- Draft and final project management plan (MS Word/MS Project/PDF - electronic + 2 hard copies)
- Monthly progress reports (MS Word/PDF – electronic) and monthly invoices
- Attendance, agendas, and meeting minutes for project meetings (Varies)
- Preparation of supporting materials (e.g., handouts, fact sheets, etc.) for initial meetings and briefings with OCTA staff (Varies)
- Technical memorandum and reports shall be provided in electronic form (MS Word/PDF – electronic)
- All electronic data produced for this task shall be provided on CD

TASK 2: PROJECT DEFINITION

The objective of this task is to identify OCTA's organizational and operational boundaries that should be included as part of the GHG emissions inventory. CONSULTANT shall select and justify, with the OCTA Project Manager's approval, the most appropriate approach for evaluating GHG emissions for the departments, activities and operations under OCTA's operational control. Both direct and indirect emissions should be inventoried and categorized by sector. The approach used must be described in detail so that it may be applied consistently in future inventories. The approach should be based upon the emission scopes discussed in APTA's "Recommended Practice for Quantifying GHG Emissions from Transit".

The CONSULTANT shall meet with the appropriate OCTA staff members as well as the OCTA Project Manager to discuss the organizational and operational boundaries to ensure all sources of GHG emissions under OCTA's operational control are addressed.

Task 2 Deliverables:

- Technical memorandum describing the methodology used to define OCTA's organizational and operational boundaries (MS Word/PDF – electronic + 2 hardcopies)
- Definition of OCTA's organizational and operational boundaries to be analyzed, provided in electronic form (MS Word/PDF – electronic + 2 hardcopies)
- All electronic data produced and supporting Task 2 shall be provided on CD

TASK 3: DATA COLLECTION

Using the boundaries defined in Task 2, the CONSULTANT shall collect data regarding energy use, fuel use, waste management, and all other activities and operations under

OCTA's operational control that contribute to greenhouse gas emissions. This data should be collected for a specific base year, as well as for a subsequent calendar year for which complete data is available. The exact timeframes will be determined between the CONSULTANT and OCTA. CONSULTANT shall identify data collection procedures as well as a recommended approach to addressing data gaps when information is not available. CONSULTANT shall work with OCTA Project Manager to identify appropriate OCTA resources and personnel to assist with data collection. The base year should reflect the earliest year for which complete and accurate data can be compiled regarding GHG emissions relative to the activities and process changes of the agency.

OCTA has compiled data for utilities usage (electricity and gas) and vehicle fuel from 2006 to 2010. CONSULTANT shall identify any gaps or missing data required to complete the GHG inventory and recommend approaches to address those issues.

Task 3 Deliverables:

- Technical memorandum outlining proposed data collection procedures (Electronic + 2 hardcopies)
- Inventory of all OCTA GHG emission sources for both baseline year and current year (Electronic and depends on collection method)
- All electronic data produced and supporting Task 3 shall be provided on CD

TASK 4: QUANTIFY BASELINE AND CURRENT YEAR GHG EMISSIONS AND ANALYSIS

Using data obtained in Task 3, CONSULTANT shall identify and apply methodologies to calculate emissions estimates for each pollutant and source under OCTA's control that contributes to GHG emissions. The emissions estimates should be completed both for the baseline year, as well as for a subsequent calendar year for which complete data is available. Both the baseline and subsequent years will be determined by the CONSULTANT in conjunction with OCTA. Emissions shall be reported separately, by sector, and in metric tons. An aggregate figure should also be calculated and reported. Reporting should be done through either the California Climate Action Registry or The Climate Registry. The CONSULTANT shall analyze the results to identify any changes in emissions since the baseline year, and if those changes are attributable to existing OCTA programs or policies (purchase of natural gas buses, incentive programs to boost transit use, energy efficiency measures, etc).

CONSULTANT shall use a GHG tracking system dynamic and flexible in nature so that it can be easily maintained, updated and/or used to conduct future GHG inventories, preferably (but not required) a web-based system that is specifically programmed for GHG emissions calculations. Using an excel spreadsheet alone to track or perform calculations is not acceptable.

Task 4 Deliverables:

- Technical memorandum outlining process for calculating greenhouse gas emissions (MS Word/PDF – electronic + 2 hard copies)
- Results of emissions analysis for all greenhouse gas pollutants from sources under OCTA's control, listed by source (Electronic format depending on database + 2 hardcopies)
- Analysis of change in emission levels between baseline year and designated subsequent year and any correlations with existing programs or policies (MS Word or Excel format/PDF – electronic + 2 hardcopies)
- Presentations, reports, and technical memorandum shall also be provided in electronic form (MS Word and PowerPoint formats)
- All electronic data produced and supporting Task 4 shall be provided on CD

TASK 5: QUANTIFY EMISSIONS REDUCTION FROM IMPLEMENTED MEASURES

CONSULTANT shall identify and calculate the emissions reduction from measures the agency has taken to reduce GHG in its operations. Measures such as replacing older equipment with more energy efficient equipment, water conservation initiatives, waste reduction, and recycling efforts shall be considered and quantified. The list is not comprehensive and does not identify all measures the agency has taken.

Task 5 Deliverables:

- Technical memorandum outlining method for quantifying emissions reduction for measures already implemented (MS Word/PDF – electronic + 2 hard copies)
- Results of emissions analysis from measures taken to reduce GHG pollutants and a comparison to the emissions if no action was taken. (Electronic format depending on database + 2 hard copies)
- Presentations, reports, and technical memorandum shall also be provided in electronic form (MS Word and PowerPoint formats)
- All electronic data produced and supporting Task 5 shall be provided on CD

TASK 6: SUSTAINABILITY WORK PLAN

CONSULTANT shall assist OCTA staff in developing an agency-wide Sustainability Work Plan that will follow and build upon the results of the GHG inventory. The Sustainability Work Plan will identify additional cost-effective measures OCTA could choose to implement to further reduce GHG emissions from the buildings, facilities, vehicles and programs under its direct control. It will also provide options and approaches for setting sustainability goals, methods to achieve those goals, and ways to track progress towards the goals.

Task 6 Deliverables:

Draft Sustainability Work Plan. (MS Word/PDF – electronic + 2 hard copies)

TASK 7: FINAL REPORT

CONSULTANT shall prepare a comprehensive final report that provides a profile of OCTA, GHG inventory details, and disclosure of assumptions and methodologies. The profile shall include, but not be limited to, population, total budget, full time equivalent staff employed, and a description of the organizational and operational boundaries used in the GHG inventory. The GHG inventory details shall include, but not be limited to, a summary of the GHG emissions (reporting each type of gas separately, by sector, and in metric tons, as well as an aggregate figure), reporting year and baseline year, and the version of any protocol used.

The report should include an appendix that contains all technical data collected and analyzed as part of the project, as well as any technical memoranda developed as part of the project. The appendix shall include, but not be limited to, assumptions and methodologies for estimating activity data of sources and emission factors. CONSULTANT shall also prepare a brief PowerPoint presentation summarizing the results of the project to be shared with OCTA Executive Management and the OCTA Board of Directors.

Task 7 Deliverables:

- Draft and final project fact sheet (MS Word/PDF format - electronic + 5 hard copies)
- Draft and final reports summarizing the project approach and presenting findings and recommendations (MS Word/PDF format – electronic + 20 hard copies)
- Draft and final PowerPoint presentation summarizing findings and recommendations (MS PowerPoint format – electronic + 5 hard copies)
- All presentations, reports, and technical memorandum shall also be provided in electronic form (MS Word, PowerPoint formats)
- All electronic data produced and supporting Task 7 shall be provided on CD

EXHIBIT B
COST AND PRICE FORMS

PRICE SUMMARY SHEET

GREENHOUSE GASS EMISSIONS INVENTORY

REQUEST FOR PROPOSALS (RFP) 0-1752

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

Effective upon award of an agreement Through June 30, 2011

<u>Tasks</u>	<u>Description</u>	<u>Firm Fixed Price</u>
1	Project Management	\$_____.00
2	Project Definition	\$_____.00
3	Data Collection	\$_____.00
4	Quantify Baseline and Current Year GHG Emissions and Analysis	\$_____.00
5	Quantify Emissions Reductions from Implemented Measures	\$_____.00
6	Sustainability Work Plan	\$_____.00
7	Final Report	\$_____.00
TOTAL FIRM FIXED PRICE PAYMENT		<u>\$_____.00</u>

1. I acknowledge receipt of RFP 0-1752 and Addenda No.(s) _____
2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

SIGNATURE'S NAME AND TITLE _____

DATE SIGNED _____

EXHIBIT C

PROPOSED AGREEMENT NO. C-0-1752

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

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

C. No person named in paragraph B of this Article, or his/her successor approved by AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the services of any key person become no longer available to CONSULTANT, the resume and

1 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as
2 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key
3 person, unless CONSULTANT is not provided with such notice by the departing employee.
4 AUTHORITY shall respond to CONSULTANT within seven (7) calendar days following receipt of these
5 qualifications concerning acceptance of the candidate for replacement.

6 **ARTICLE 4. TERM OF AGREEMENT**

7 This Agreement shall commence upon execution by both parties, and shall continue in full force
8 and effect through June 30, 2011, unless earlier terminated or extended as provided in this Agreement.

9 **ARTICLE 5. PAYMENT**

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

14 B. The following schedule shall establish the firm fixed payment to CONSULTANT by
15 AUTHORITY for each work task set forth in the Scope of Work. The schedule shall not include any
16 CONSULTANT expenses not approved by AUTHORITY, including, but not limited to reimbursement for
17 local meals.

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<u>Tasks</u>	<u>Description</u>	<u>Firm Fixed Price</u>
1	Project Management	\$_____.00
2	Project Definition	\$_____.00
3	Data Collection	\$_____.00
4	Quantify Baseline and Current Year GHG Emissions and Analysis	\$_____.00
5	Quantify Emissions Reductions from Implemented Measures	\$_____.00
6	Sustainability Work Plan	\$_____.00
7	Final Report	\$_____.00
TOTAL FIRM FIXED PRICE PAYMENT		\$_____.00

C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. Percentage of work completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full payment for any task listed in paragraph B of this Article until such time as CONSULTANT has documented to AUTHORITY's satisfaction, that CONSULTANT has fully completed all work required under the task. AUTHORITY's payment in full for any task completed shall not constitute AUTHORITY's final acceptance of CONSULTANT's work under such task.

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

1. Agreement No. C-0-1752;
2. Specify the task number for which payment is being requested;
3. The time period covered by the invoice;

4. Total monthly invoice (including project-to-date cumulative invoice amount); and
Monthly Progress Report;

5. Certification signed by the CONSULTANT or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which CONSULTANT intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.

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

ARTICLE 6. MAXIMUM OBLIGATION

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

ARTICLE 7. 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:

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/

/

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION: _____

ATTENTION: Maria Cruz-Thompson

(_____) _____ - _____

(714) 560 – 5605, mthompson@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

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

ARTICLE 9. 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 \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

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

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

B. Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, 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 with the AUTHORITY, its officers, directors, employees and agents designated as additional insured on the general and automobile liability. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.

C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement Number C-0-1752; and, the Buyer's Name, Maria Cruz-Thompson.

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 Agreement.

ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 0-1752; (3) CONSULTANT's proposal dated _____; (4) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 11. CHANGES

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

ARTICLE 12. DISPUTES

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

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

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

ARTICLE 13. TERMINATION

A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part, by giving CONSULTANT written notice thereof. Upon said notice, AUTHORITY shall pay CONSULTANT its allowable costs incurred to date of termination and those allowable costs determined by AUTHORITY to be reasonably necessary to effect such termination. Thereafter, CONSULTANT shall have no further claims against AUTHORITY under this Agreement.

B. AUTHORITY may terminate this Agreement for CONSULTANT's default if a federal or state

proceeding for the relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors, or if CONSULTANT breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by AUTHORITY. CONSULTANT shall be liable for all reasonable costs incurred by AUTHORITY as a result of such default including, but not limited to, reprocurement costs of the same or similar services defaulted by CONSULTANT under this Agreement.

ARTICLE 14. 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 or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by CONSULTANT, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of the performance of this Agreement.

ARTICLE 15. 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 in CONSULTANT's proposal. 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.

/

Subcontractor Name/Addresses

Functions

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

CONSULTANT shall provide AUTHORITY, or other agents of AUTHORITY, such access to CONSULTANT's accounting books, records, payroll documents and facilities, as AUTHORITY deems necessary. CONSULTANT shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONSULTANT's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 15 of this Agreement. Consultant shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 17. CONFLICT OF INTEREST

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

ARTICLE 18. CODE OF CONDUCT

CONSULTANT agrees 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.

CONSULTANT agrees to include these requirements in all of its subcontracts.

ARTICLE 19. 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 20. 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 21. PROHIBITED INTERESTS

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

ARTICLE 22. OWNERSHIP OF REPORTS AND DOCUMENTS

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

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any

purposes other than the performance under this Agreement, nor be disclosed to an entity not connected with the performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.

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

ARTICLE 23. PATENT AND COPYRIGHT INFRINGEMENT

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

B. CONSULTANT shall have sole control of the defense of any such claim or suit and all

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

ARTICLE 24. FINISHED AND PRELIMINARY DATA

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

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

ARTICLE 25. 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.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-0-1752 to be executed on the date first above written.

CONSULTANT

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____
Name:
Title:

By _____
Carolina Coppolo
Manager
Contracts Administration and Materials Management

APPROVED AS TO FORM:

By _____
Kennard R. Smart, Jr.
General Counsel

EXHIBIT D

FORMS

Status of Past and Present Contracts Form

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

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

Project city/agency/other:	
Contact name:	Phone:
Project award date:	Original Contract Value:
Term of Contract:	
1) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	

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 _____
Title _____

_____ Date

EXHIBIT E

LEVEL 1 SAFETY SPECIFICATIONS

LEVEL 1 SAFETY SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

1.2 HAZARD COMMUNICATION

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

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

1.3 ACCIDENT INVESTIGATION

- A. The Authority shall be promptly notified of any damage to the Authority's property, or incidents involving third party property damage, or reportable and/or recordable injuries (as defined by the U. S. Occupational Safety and Health Administration) to Authority employees and agents; Contractor, vendor employees or visitors and members of the general public that occurs or arises from the performance of Authority contract work. A comprehensive investigation and written report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- B. A serious injury or incident may require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within 7 calendar days of the incident. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors leading to the incident, a root cause analysis, and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

1.4 PERSONAL PROTECTIVE EQUIPMENT

- A. The Consultant, its sub-tier Consultants, suppliers, and employees are required to comply with the Authority's personal protective equipment (PPE) policy while performing work at any Authority facility, i.e. eye protection policy, hearing protection policy, head protection, safety vests, work shoe policy.
- B. The Consultant, its sub-tier Consultants, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.