

REQUEST FOR PROPOSALS (RFP) 0-1763

Rideshare Program Support



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

Key RFP Dates

Issue Date:	August 30, 2010
Pre-Proposal Conference Date:	September 2, 2010
Question Submittal Date:	September 9, 2010
Proposal Submittal Date:	September 30, 2010
Interview Date:	October 11, 2010

**U.S. Department of Transportation
FTA 5307 Formula Grant
FTA Project No. CA-95-X092**

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August 30, 2010

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**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS
RFP 0-1763: "Rideshare Program Support"**

Gentlemen/Ladies:

The Orange County Transportation (Authority) invites proposals from qualified consultants to provide services to support the Average Vehicle Ridership Calculation and Reporting / Ride Matching / Call-Taking Services for the Rideshare Program. The budget for this project is \$87,455.00 for the initial term.

Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on September 30, 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: Pia Veaspen, Senior Contract Administrator**

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

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

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

A copy of the RFP 0-1763 may be downloaded at www.octa.net/cammnet.

CHIEF EXECUTIVE OFFICE

Will Kempton
Chief Executive Officer

All firms interested in doing business with the Authority 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 0-1763, 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

Computer: Hardware & Software

Commodity(s):

- Consultant Services – Transit Planning
- Consultant Services – Transportation Planning
- Computers: Hardware & Software

A pre-proposal conference will be held on September 2, 2010, at 1:00 p.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103/104. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established October 11, 2010 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.

Sincerely,

A handwritten signature in black ink, appearing to read "Pia Veesapen", with a horizontal line extending from the end of the name.

Pia Veesapen
Senior Contract Administrator
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 on September 2, 2010, at 1:00 p.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103/104. All prospective Offerors are encouraged to attend the pre-proposal conference.

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 Contract Administrator:

Pia Veesapen, Senior Contract Administrator
Contracts Administration and Materials Management Department
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5619, 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 5:00 p.m., on September 9, 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: Pia Veesapen, Senior Contract Administrator e-mail address is *pveesapen@octa.net*.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, the Authority's interactive website, no later than September 14, 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 Pia Veesapen, Senior Contract Administrator.

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:

<u>Category(s):</u>	<u>Commodity(s):</u>
Professional Consulting	• Consultant Services – Transit Planning • Consultant Services – Transportation Planning
Computer: Hardware & Software	• Computers: Hardware & Software

Inquiries received after September 9, 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 September 30, 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: Pia Veasapen, Senior Contract Administrator**

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

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

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

3. Identification of Proposals

Offeror shall submit an **original and 5 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 0-1763: Rideshare Program Support"

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 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

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

SECTION II
PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT**A. PROPOSAL FORMAT AND CONTENT****1. Format**

Proposals should be typed with a standard 12 point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. 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 Pia Veesapen, Senior Contract Administrator and must, at a minimum, contain the following:

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

3. Technical Proposal

- a. **Qualifications, Related Experience and References of Offeror**

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

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. 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.

- (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.

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.

5. Appendices

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

B. FORMS

1. STATUS OF PAST AND PRESENT CONTRACTS FORM – EXHIBIT D

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.

**2. RACE-NEUTRAL SOLICITATION PROVISIONS – EXHIBIT E
LIST OF SUBCONTRACTORS FORM – EXHIBIT E-1
DBE RACE NEUTRAL PARTICIPATION LISTING FORM - EXHIBIT E-2
OFFERORS LIST- EXHIBIT E-3**

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

3. RESTRICTIONS ON LOBBYING FORM – EXHIBIT F

As a recipient of federal funds, the Authority is required to certify compliance with the influencing restrictions and efforts of Offeror to influence federal officials regarding specific procurements in excess of \$100,000.00 that must be disclosed pursuant to section 1352, Title 31, U.S. Code.

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

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

SECTION III
EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

- 1. Qualifications of the Firm 30%**
 Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
- 2. Staffing and Project Organization 20%**
 Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
- 3. Work Plan 30%**
 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of 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 20%**
 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 October 11, 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. The proposal considered to be the most competitive to the Authority will be selected for award. 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
Average Vehicle Ridership Calculation and Reporting / Ride Matching / Call-
Taking Services for the Rideshare Program**

BACKGROUND

The Orange County Transportation Authority (Authority), located in Southern California, is a state-mandated, countywide transportation agency. The Authority was formed in June 1991 to develop, implement and fund transportation programs designed to improve mobility and improve air quality. As a consolidated transportation agency, the Authority provides Orange County with a single point of accountability and a greater voice for local residents for all transportation issues. The Authority also serves as the County Transportation Commission (CTC) for Orange County.

Southern California Rideshare (SCR) was operated by Southern California Association of Governments (SCAG), and was replaced effective July 1, 2003 by the County Transportation Commissions (CTCs). The CTCs work to coordinate regional commuter services while addressing the particular needs of commuters within each County.

The Authority is currently seeking a firm (Consultant) that will provide services to calculate Orange County employer's Average Vehicle Ridership, provide Ride Matching and Call-Taking Services for the Authority's Rideshare program.

PROGRAM OBJECTIVES

Orange County commuters have a variety of options to make their daily home-to-work trip including driving alone, carpooling, vanpooling, using bus and rail transit, bicycling, walking and telecommuting. The purpose of the Authority's rideshare program is to reduce single occupant vehicle trips by providing commute information and services on alternatives to driving alone and to encourage the use of Orange County's extensive carpool lane network.

The Authority's rideshare program provides Orange County employers services for promoting alternative modes of transportation to employees. Employers (Clients) with more than 250 employees must comply with local air quality mandates. One way that the Authority helps employers meet the requirements is by providing Average Vehicle Ridership (AVR) calculations, commute reports, and ride matching, which provides commuters with personalized ride matching and transportation/transit information based upon commute patterns.

The Consultant will be responsible for implementing the Program Tasks described under the direction and approval of the Authority. The Consultant shall ensure that all program tasks will be conducted in a professional, accurate, effective and efficient manner. Confidentiality is required at all times for any and all data collected. It is envisioned that the bulk of the services will be performed offsite at the Consultant's facility/location. Consultant shall provide the computer systems and software capable of supporting/ maintaining the program tasks as described hereunder.

WORK PLAN

PROGRAM TASKS

Task 1 -- Average Vehicle Ridership Calculation and Reporting

Consultant will calculate the Average Vehicle Ridership (AVR) for Orange County employers requesting assistance from the Authority using a data gathering method and process approved by the South Coast Air Quality Management District (SCAQMD). Consultant is responsible for monitoring rule amendments and will be required to make any necessary changes to the gathering method and process as a result of rule amendments. All process changes must be approved by SCAQMD.

The preferred collection method for gathering information required for the AVR calculation is electronic, however some Clients may require data to be hand written. If data is hand written, Consultant will review the data to ensure that it is complete and will work with the Client for all corrections required. Consultant will forward the data to Authority or Authority's keypunch service for data entry. The keypunch service shall provide the data on a disk to the Consultant. Consultant will download the data and will be responsible for validating data and processing any corrections required post keypunch. Data collection methods must be available in English and Spanish. Client support by phone and e-mail is required to the Client's designee during the AVR calculation period.

The Consultant shall customize the AVR process based on each Client's needs and worksite to allow for single or multi-site, peak and off-peak hours, language requirements, and days of operation data collection. Proposals must demonstrate full knowledge of all Rule 2202 compliance options including the use of offset calculations (see Attachment B).

Consultant shall calculate AVR and generate reports and data required by the employer based on employer's selected compliance option to SCAQMD regulation and shall use the data collected to provide the reports for each Client served. The data collection method must incorporate all information required by the Consultant to produce ride matches for employees of Client requesting ride matches. The Client shall have the option of having employees only be matched with co-workers or matching with all commuters in the database used by the Consultant.

The Authority will provide Consultant a registry of employers and contact information representing the prior year's Clients receiving the Authority's AVR services. Consultant shall maintain the registry of AVR clients and provide a copy of the registry to the Authority monthly. Consultant shall maintain client-tracking logs to assure a timely ten-day turnaround of AVR calculations. Consultant shall advise the Authority immediately

of problems related to the processing of AVR calculations and related reports and will resolve those problems as quickly as possible.

For the fiscal year ending June 30, 2010, a total of 128 AVR calculations and reports were provided to Clients.

Deliverables:

The following reports are required for each Client:

1. An alphabetical listing of all employees.
2. An employee list sorted by home zip code, including at minimum, name and work hours.
3. A density map which plots where each employee lives in relationship to their work site.
4. A commute report that compiles the current commute habits of the employees and provides the Client with viable options that would increase the AVR for each worksite for future years.
5. AVR calculation for each Client.
6. Number of AVR calculations provided to each Client.
7. Number of worksites represented in each calculation.
8. Ride matches for all Client employees who request matches.

TASK 2 – Database Maintenance

Consultant shall maintain and update client information collected for the purpose of ride matching including but not limited to the following:

A. Individual Records

Input and maintain current and accurate registrant data. Registrant data on each individual shall be kept current, accurate and complete; obsolete data is purged after 12 months.

Data collected is used to match commuters for carpools or vanpools based on their commute characteristics. The database consists of registrant's full name, home address, cross streets, phone number, work hours and current travel mode. In addition, the registrant's employer's name, address and phone number are gathered and kept in a confidential file.

B. Client records

Client (Employer) data is updated on an annual or more frequent basis, and maintained with the latest contact information.

TASK 3 –Ride Matching

Consultant shall produce, fulfill requests, and provide quality assurance of personalized ride matching for clients and individuals. Consultant may use any type of ride matching software. The Authority can make the regional ride matching database, RidePro, available to Consultant. Consultant's proposal should include a description of the ride matching software that will be used and the Consultant's experience with that software.

Consultant shall provide personalized matchlists for individuals who call in and request a ride matching service. Matching is based on where the individual lives, where they work and their work days and hours. Consultant should perform regular quality control checks on the matching produced by their software to ensure quality matches.

Deliverables:

A monthly call activity report detailing all activities shall be provided by the 10th of each month. Report shall include:

1. Number of Clients served.
2. Ride match quantities processed and fulfilled for Clients.
3. Ride match quantities processed and fulfilled for Individuals (General Public).

The Consultant shall provide additional reports of activities upon request by the Authority.

TASK 4: Call-Taking Services (general public assistance)

Callers may continue to access Rideshare information and services by calling 714-560-5353 or 1-800-COMMUTE (option #3, #2 for Orange County). It is the Consultant's responsibility to provide a telephone number to the Authority to which these calls will be transferred. Consultant must provide TDD/TTY access per the Americans with Disabilities Act (ADA) requirements for the hearing impaired.

The Consultant shall provide personalized customer assistance Monday through Friday from 8:00 a.m. to 6:00 p.m. To support the general public, Consultant shall perform tasks including, but not limited to, the following:

- A. Answer general questions about the Authority's Rideshare program. The Consultant is required to be familiar with basic Rideshare terminology and must be able to explain the terminology to callers who are new to ridesharing.
- B. Offer viable commute options based on the individuals commute. At minimum, the Consultant will be required to collect the caller's name, starting location, destination address, work hours, and telephone number.

- C. Provide basic information to callers such as Park-and-Ride lot locations.
- D. Provide personalized ride matching.
- E. Provide ride matching information to caller by fax, e-mail, or mail.
- F. Return after-hours phone calls during the next business day.

The Consultant shall provide the monthly call activity report to the Authority's staff and person(s) designated by the Authority. The monthly call activity report shall be categorized according to in-bound calls and out-bound calls. The monthly call activity report detailing all activities shall be provided by the 10th of each month.

Historical Data:

The following information provides historical data of the work previously performed. It is not a guarantee of the future requirements which can be affected by a variety of economic, employment and regulation factors.

Fiscal Year	06/07	07/08	08/09	09/10
AVR Calculations	108	123	143	128
Clients	45	46	61	60
Client Worksites	53	63	77	83
Ride matches with AVR Services	5,755	12,105	19,375	15,583
Ride matches by phone	270	405	208	103
Inbound Phone Calls	2,156	2,539	2,494	1,984
Outbound Phone Calls	209	264	156	119

OCTA Support Services	IN-BOUND CALLS	
-----------------------	-----------------------	--

[illegible]

OCTA Support Services	OUTBOUND CALLS
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[illegible]

OCTA Support Services	COMMUTER CALL-INS	
-----------------------	--------------------------	--

[illegible]

OCTA Support Services	AVR Calculation Services	
-----------------------	--------------------------	--

[illegible]

Ride Matches Produced from AVR Service														
YOY Monthly Breakdown														
AVRs Produced														
YOY Monthly Breakdown														
Employers Served														
Employer Worksites Served														

Client Registry								
AVR Report Month	Company	ID Number	Due Date	Address	City, State, Zip	Contact Name	Phone	Email



RULE 2202 - REGISTRATION FORM

ATTACHMENT B

YEAR: SITE ID:

T Y P E O R P R I N T A L L I N F O R M A T I O N

Section I - General Information

Employer/Organization Name: _____

Worksite Address: _____

Street Number (N, S, E, W)

Street Name

Type (St., Ave., Blvd.)

Unit / Suite

Location / Mail stop

City

State

Zip Code

County (LA, OC, RS, SB)

Contact Name: Mr./Mrs./ Ms.

(Circle one)

Name

Title

Mailing Address: _____

(If different from site address)

Phone Number: () _____

Area Code

E-Mail Address: _____

Fax Number: () _____

Area Code

If filing an Employee Commute Reduction Program, provide:Employee Transportation Coordinator: Mr./Mrs./ Ms.

(Circle one)

Name

Title

Mailing Address: _____

(If different from site address)

Phone Number: () _____

Area Code

E-Mail Address: _____

Fax Number: () _____

Area Code

Has this person completed the Rule 2202 ETC Training?

Yes _____ (If Yes, please attach copy of certificate, unless previously submitted)

No _____ (If No, please provide date you are scheduled to attend) _____

Highest Ranking Official at this Site: Mr./Mrs./ Ms.

(Circle one)

Name

Title

Mailing Address: _____

(If different from site address)

Phone Number: () _____

Area Code

E-Mail Address: _____

Fax Number: () _____

Area Code

I attest that the attached program will be implemented as required by Rule 2202 – On-Road Motor Vehicle Mitigation Options and further declare that as stated herein, the proposed strategies will be implemented upon program approval by the AQMD.

Signature of Highest Ranking Official or individual responsible for allocating program resources:

Date: _____



RULE 2202 - REGISTRATION FORM

ATTACHMENT B

YEAR: SITE ID:

Section I (continued)

Worksite Employment:

- Total number of employees reporting to this worksite: _____
- Total number of employees reporting to this worksite within the designated peak window: _____
- If you excluded Police/Sheriff/Federal Field Agents from the peak window employees, please indicate the total number of agents excluded: _____ (Partially reporting these employees is not acceptable)
- Total number of fleet vehicles located at this worksite: _____ (Note: This information is only required from those employers filing an Employee Commute Reduction Program and have not met the corresponding Performance Zone Target AVR)

Check One Box Only

Select Type of Program:

☐**Air Quality Investment Program** (Complete Sections I, II) pages 1-3.☐**Emission/Trip Reduction Strategies** (Complete Sections I, III) pages 1-2, 4 or 4-9 and corresponding Appendices, if applicable.☐**Employee Commute Reduction Program** (Complete Sections I, IV) pages 1-2, 5-25 and corresponding Appendices, if applicable.☐**Employee Commute Reduction Program Offset** (Complete Sections I, IV-1, and IV-3) pages 1-2, 5-9, and 26, and corresponding Appendices, if applicable.☐**Employee Commute Reduction Program High AVR No Fault Inspection** (Complete Sections I, IV) pages 1-2 and 5-9, and corresponding Appendices, if applicable. Include your Compliance Pass Letter.

Note: This type of program cannot be used when filing a first year program.

Determine your correct filing fee(s) and submit your completed forms along with a check payable to:

South Coast Air Quality Management District
Transportation Programs
21865 Copley Drive
Diamond Bar, CA 91765

Please provide the site I.D. number and specify "Rule 2202" on all checks. Programs submitted with no check or incorrect fee amounts may be disapproved and subject to resubmittal fees. Please refer to Rule 308 for current Emission/Trip Reduction Strategies and for Employee Commute Reduction Program filing fees. Please refer to Rule 311 for current Air Quality Investment Program filing fees.

Fees are subject to change each July 1st. Please call our Transportation Fee Line at (909) 396-FEES for latest information, or visit our Web Site at www.aqmd.gov to download Rule 308 or Rule 311.

Site Street Address, City, Zip	Total # of Employees	Amount Due
Late Fees, if applicable: (50% of filing fee)		
Total Fees Submitted:		



RULE 2202 - REGISTRATION FORM

YEAR:

SITE ID:

Section III**Emission/Trip Reduction Strategies Option**

1. **Enter** the daily average number of employees reporting to work during the Peak Window of 6am-10am for a typical Monday through Friday period excluding those weeks which include a national holiday.

2. **Enter** the number of Creditable Commute Vehicle Reductions (CCVR) in the Peak Window.
Mark below how the CCVR was determined (see Supplemental Worksheets in Appendix B).

Check one: AVR Survey* _____ Default AVR (1.1) _____

*Complete Section IV-1 AVR Verification Process (pages 5-8)

Alternative Method _____ Certification Number & Date _____

Other _____ (requires prior approval)

Emission Reduction Target (ERT) Calculation**VOC****NOx****CO**

3. **Enter** the Employee Emission Reduction Factors with respect to the worksite's Performance Zone. (see Table 1 in Appendix B).

Check one: Zone 1 _____ Zone 2 _____ Zone 3 _____

4. **Multiply** Line 1 times Line 3 and enter the results.

5. **Enter** the Emission Factors for Vehicle Trip Emission Credits.
(see Table 2 in Appendix B).

6. **Multiply** Line 2 times Line 5 and enter the results. This is your VTEC calculated from Creditable Commute Vehicle Reductions (CCVR).

7. **Subtract** Line 6 from Line 4 and enter the results.
This is your EMISSION REDUCTION TARGET (ERT).
STOP here if this amount is zero or a negative number, you are in compliance. If this amount is a positive number, proceed to either Line 8, and/or Line 9, and/or Line 11.

Vehicle Trip Emission Credits (VTEC) from Emission/Trip Reduction Sources. Indicate the lbs. of VTECs in this area**VOC****NOx****CO**

8. Emission Reduction Sources (such as Reg XVI, Reg XIII, Area Source Credits, Tug Boat Emission Reductions, or other AQMD approved emission reduction strategies).

9. Trip Reduction Sources (such as other work-related trip reductions, VMT programs, parking cash-out, non-peak CCVR's, etc.).
For non-peak CCVR credits, **divide** the off-peak CCVR by 1.15; **enter** the adjusted CCVR here: _____ **Multiply** adjusted CCVR by line 5 and **enter** the results.

10. **Enter** the sum of Lines 8 and Line 9.

11. **Subtract** Line 10 from Line 7 and enter the results.
This is your Net EMISSION REDUCTION TARGET (ERT).
STOP here if this amount is zero or a negative number, you are in compliance. If this amount is still a positive number, surrender these credits to AQMD



RULE 2202 - REGISTRATION FORM

YEAR: SITE ID:

Section IV – Employee Commute Reduction Program (ECRP) Option

Section IV-1. AVR Verification Process

A. Methodology:

Identify the methodology used to obtain the survey data by checking one of the following choices and provide a copy of the data collection instrument. See Rule 2202 – Employee Commute Reduction Program Guidelines for additional information.

☐

District Approved AVR Survey (If selected, complete Section B. The 7-day survey form is available on our Website at www.aqmd.gov/trans.)

☐

Other (Alternative methods; e.g., Random Sample, or Record-Keeping; requires prior AQMD approval and an additional certification fee for alternative methods. See Rule 308: (c) (2) (G))

Certification Number: _____ Date: _____

B. District Approved AVR Survey

Survey Week:

First day of survey

Last day of survey

Survey Response Rate (Peak Window)

Number of surveys returned from employees reporting to work within the designated peak window.

divided by

Total number of employees reporting to work within the designated peak window.

=

Survey response rate (60% minimum response rate required.)

NOTE: This number cannot be greater than 100%.

Survey Response Rate (Off-Peak Period, if applicable)

NOTE: Reporting Off-Peak data is optional. See ECRP Guidelines for additional information.

Number of surveys returned from employees reporting to work during the off-peak period

divided by

Total number of employees reporting to work during the off-peak period

=

Survey response rate (60% minimum response rate required.)

C. AVR Data Location

Specific location where AVR verification data are stored at your worksite



RULE 2202 - REGISTRATION FORM

YEAR:

SITE ID:

Section IV-1 (cont.) - D. Weekly Employee Survey Summary Form (Peak)

See Instructions on Page 9.

Summarize the commute modes of employees who began to work within the designated 6-10 a.m., Monday-Friday window

Days of the week: _____ Hours: _____ through _____

If different than Monday through Friday, and/or 6:00 AM to 10:00 AM, identify the 5 consecutive days and/or the 4 consecutive hours above

Mode	MON	TUE	WED	TH	FRI	Total
NSR. No Survey Response (60-89%)						
NSE. Surveys with Errors						
A. Drive Alone						
B. Motorcycle						
C. 2 persons in vehicle						
D. 3 persons in vehicle						
E. 4 persons in vehicle						
F. 5 persons in vehicle						
G. 6 persons in vehicle						
H. 7 persons in vehicle						
I. 8 persons in vehicle						
J. 9 persons in vehicle						
K. 10 persons in vehicle						
L. 11 persons in vehicle						
M. 12 persons in vehicle						
N. 13 persons in vehicle						
O. 14 persons in vehicle						
P. 15 persons in vehicle						
Q. Bus						
R. Rail/plane						
S. Walk						
T. Bicycle						
U. Zero Emission Vehicle (no Hybrids)						
V. Telecommute						
W. Noncommuting						

Compressed Work Week Day(s) Off

X. 3/36 work week						
Y. 4/40 work week						
Z. 9/80 work week						

Other Days Off

AA. Vacation						
BB. Sick						
CC. Regular Day Off, Jury Duty, LOA, etc.						
DD. NSR (90% or higher response)						
OO. Off-Peak Trips (mixed schedule)						

TOTALS (Each day should match)

--	--	--	--	--	--	--



RULE 2202 - REGISTRATION FORM

YEAR:

SITE ID:

Section IV-1 (cont.)

E. Weekly Employee/Vehicle Calculation (Peak)

Weekly Employee Trips

Mode	Column I
NSR. No Survey Responses (if 60%-89%)	
NSE. Surveys with Errors	
A. Drive Alone	
B. Motorcycle	
C. 2 persons in vehicle	
D. 3 persons in vehicle	
E. 4 persons in vehicle	
F. 5 persons in vehicle	
G. 6 persons in vehicle	
H. 7 persons in vehicle	
I. 8 persons in vehicle	
J. 9 persons in vehicle	
K. 10 persons in vehicle	
L. 11 persons in vehicle	
M. 12 persons in vehicle	
N. 13 persons in vehicle	
O. 14 persons in vehicle	
P. 15 persons in vehicle	
Q. Bus	
R. Rail/plane	
S. Walk	
T. Bicycle	
U. Zero Emission Vehicle (no Hybrids)	
V. Telecommute	
W. Noncommuting	

Weekly Vehicles Trips

	Column II
NSR. divided by 1	
NSE. divided by 1	
A. divided by 1	
B. divided by 1	
C. divided by 2	
D. divided by 3	
E. divided by 4	
F. divided by 5	
G. divided by 6	
H. divided by 7	
I. divided by 8	
J. divided by 9	
K. divided by 10	
L. divided by 11	
M. divided by 12	
N. divided by 13	
O. divided by 14	
P. divided by 15	
Q. Bus	0
R. Rail/plane	0
S. Walk	0
T. Bicycle	0
U. Zero Emission Vehicle (no Hybrids)	0
V. Telecommute	0
W. Noncommuting	0

Compressed Work Week Day (s) Off

X. 3/36 work week	
Y. 4/40 work week	
Z. 9/80 work week	

ET. Employee Trips (Total NSR thru Z)

TV. Total Vehicles (NSR through P)

Other Days Off

AA. Vacation	
BB. Sick	
CC. Regular Day Off, Jury Duty, LOA, etc	
*DD. NSR (90% or higher)	
**OO. Off-Peak Trips (Mixed Schedule)	
EE. Total (ET+AA+BB+CC+DD+OO)	
FF. Number of employees in window	
GG. Multiply box FF by 5	

*DD NSR: No Survey Response for employers that have achieved a 90 % or higher survey response rate.

**OO. Off-Peak: See Section IV-1-G - ETC Instructions, on page 9.

Note: Numbers in boxes EE & GG must be the same.



RULE 2202 - REGISTRATION FORM

ATTACHMENT B

YEAR:

SITE ID:

Section IV-1 (cont.)

F. AVR Planning Form

1. Total employee trips generated within window. (Section IV-1-E, Line ET).
2. Total vehicles arriving at the worksite within the window. (Section IV-1-E, Line TV).
3. Divide line #1 of this page by line #2 of this page for current AVR.
4. Enter AVR performance zone here. (1.30, 1.50, or 1.75). To determine correct performance zone refer to map on Appendix B.
5. AVR of last submittal.
6. Enter Adjusted AVR from the Appendix(ces) here, if applicable, otherwise enter the AVR from line 3. Adjustments to the AVR: Check all that apply and complete corresponding Appendix(ces).

☐

Off-Peak Credits (Complete Appendix C)

☐

Reduced Staffing (Complete Appendix D)

☐

Non-Regulated Sites (Complete Appendix E)

☐

Multiple Adjustment Worksheet (Complete Appendix F)



RULE 2202 - REGISTRATION FORM

ATTACHMENT B

YEAR:

SITE ID:

ETC Instructions for Completing the Weekly AVR Calculations

Determine if you wish to survey and calculate AVR solely on the peak window employees, or if you would also like to claim the optional off-peak credit as well. If all employees were surveyed to capture both the peak and off-peak credit, then separate the surveys into three stacks:

- ❖ One stack for all those employees who reported for work only in the 6:00 - 10:00 a.m. window (peak).
 - ❖ The second stack is for those who worked at anytime both in the peak window and outside of the window that week (mixed schedule); and
 - ❖ The last stack of surveys would be everyone who works strictly outside the 6:00 - 10:00 a.m. window (off-peak) for the five days of the survey week.
1. Beginning with the "peak only" surveys, total the number of responses for each mode and for each day and enter the daily total in the appropriate boxes on the Weekly Employee Survey Summary Form.
 2. Now add the mixed schedule survey information to the same Weekly Employee Survey Summary Form for those employees who worked in the peak. The mixed schedule must be the same five days as the peak.
 - ❖ For the days they worked in the peak, tabulate their mode as usual.
 - ❖ For the days worked in the off-peak, tabulate those totals on line "OO" Off-Peak. This way you are tabulating five answers for each person.
 - ❖ Total each row going across for the Total of the week.
 - ❖ Total each column going down per day for the Daily Total.
 - ❖ The Daily Total should match the total number of employees in the window which was reported on page 5. These totals will be used for your peak AVR calculation on page 7.
 3. You must account for all missing surveys which would be considered as "no survey response (NSR)". Be sure and enter the daily total for each day.
 - ❖ If the response rate is 60-89%, put the totals in line NSR.
 - ❖ If the response rate was 90% or higher, put the totals in line DD.
 4. Now for the third stack of surveys in the off-peak. Go through the same process for all of those employees who worked only in the off-peak and include the mixed schedule surveys. However, this time, use the Off-Peak Weekly Employee Survey Summary Form on page 42.
 - ❖ Count the mode that the employee chose while working the days in the off-peak. Then for the days they worked outside of the off-peak (or in the window) tabulate those responses on line "OO" Peak.
 - ❖ It's important to realize that you are tabulating five answers for each person.
 - ❖ The Daily Totals for the off-peak may represent more answers than what the true off peak number is. Don't worry about this yet, it will balance out later.

Instructions for Completing the Weekly Employee/Vehicle Calculation Form (Peak) on Pages 7-8:

5. Transfer the weekly totals from last column in the Weekly Employee Survey Summary Form to the corresponding category in Column I of the Weekly Employee/Vehicle Calculation Form.
6. Perform the operations indicated in Column II and enter the results there. For example: Total number of drive alone employee trips should be divided by 1; total number of employee trips made in "3 persons in vehicle" should be divided by 3; etc.
7. Add line NSR thru Z from Column 1 and enter total in line "ET". This number represents the total weekly employee trips. Add lines NSR thru W in Column II and enter total in line "TV". This number represents the total weekly vehicle trips.
8. Add ET + AA + BB + CC + DD + OO (if applicable) and enter result in line "EE", Column 1.
9. Enter the number of employees reporting within window in line "FF", multiply by 5, and enter result in line "GG". Number of employees in window (line "FF") must correspond with number given on page 5.
10. Be sure that line EE equals line GG.

Instructions for Completing the AVR Planning Form on Page 8:

11. Transfer the Total Employee Trips (ET) and Total Vehicle Trips (TV) from the Weekly Employee/Vehicle Calculation (Peak) form to the AVR Planning form, lines 1 and 2 respectively.
12. Divide line 1 by line 2 to calculate your AVR. Enter the results on line 3.
13. Transfer the totals from Off-Peak Weekly Summary Form on Page 42 and tabulate the results on the Weekly Vehicle Calculation Off-Peak on page 43. Then take the data from both the Peak Weekly Vehicle Calculation page 7 and the Off-Peak Weekly Vehicle Calculation page 43 and tabulate the adjusted AVR credit on Appendix C Page 44 and any other applicable appendices.

For specific information on how to calculate your AVR, please contact AQMD staff at (909) 396-3271.



RULE 2202 - REGISTRATION FORM

ATTACHMENT B

YEAR:

SITE ID:

Section IV-2: Good Faith Effort Determination Elements

MARKETING STRATEGIES

Employers who have not attained the target AVR must select at least five (5) Marketing Strategies to be implemented at each site by inserting the appropriate frequency code inside the box from the following:

***Frequency Codes Table:**

D = Daily	B = Bi-monthly
W = Weekly	Q = Quarterly
M = Monthly	S = Semi-annually
A = Annually	O = Other (specify)

☐ Attendance at a Marketing Class, at least Annually (must submit proof of attendance)

☐ Direct Communication by CEO, at least Annually (written)

☐ Employer Newsletter Distributed at least Quarterly, or Rideshare Website with Notices to Employees, at least Quarterly

☐ Employer Rideshare Events, at least Annually

☐ Flyer/Announcements/Memo/Letter to Employees, at least Quarterly

☐ New Hire Orientation, as needed

☐ Rideshare Bulletin Boards/Commuter Information Kiosks/Display Racks

☐ Rideshare Meetings/ Focus Group(s), at least Semi-Annually

☐ Other Marketing Strategies (please specify below):

--



RULE 2202 - REGISTRATION FORM

ATTACHMENT B

YEAR: SITE ID:

2. SUMMARY OF STRATEGIES AND ADDITIONAL REQUIREMENTS

Employers who have not attained the target AVR must select and complete the corresponding pages for at least five (5) Basic/Support and five (5) Direct Strategies from the following menu that the worksite will be implementing.

BASIC/SUPPORT STRATEGIES

- | | |
|--|---|
| ☐ Commuter Choice Program | ☐ Preferential Parking for Ridesharers |
| ☐ Flex Time Schedules | ☐ Rideshare Matching Services |
| ☐ Guaranteed Return Trip | ☐ Transit Information Center |
| ☐ Personalized Commute Assistance | ☐ Other |

DIRECT STRATEGIES

- | | |
|---|---|
| ☐ Auto Services | ☐ Parking Charge/Subsidy |
| ☐ Bicycle Program | ☐ Points Program |
| ☐ Carpool Program | ☐ Prize Drawings |
| ☐ Compressed Work Week | ☐ Start-up Incentives |
| ☐ Direct Financial Awards | ☐ Telecommuting |
| ☐ Discounted or Free Meals | ☐ Time Off with Pay |
| ☐ Employee Clean Vehicle Purchases | ☐ Transit Subsidy |
| ☐ Gift Certificates | ☐ Vanpool Program |
| ☐ Off Peak Rideshare Program | ☐ Other |

ADDITIONAL REQUIREMENTS

- ☐ **Employer Clean Fleet Vehicle Purchase/Lease Program** – Check this box and complete Appendix G, if applicable, or write N/A in this box (Please note that Government fleets that are subject to Rule 1191 but have 4-14 vehicles must also comply with this provision. (See ECRP Guidelines for applicability requirements).
- ☐ **Mobile Source Diesel PM/NOx Emission Minimization Plan** – Check this box and complete Appendix H, if applicable, or write N/A in this box (see ECRP Guidelines for applicability requirements).



RULE 2202 - REGISTRATION FORM

ATTACHMENT B

YEAR: SITE ID:

2a. BASIC/SUPPORT STRATEGIES

Complete the information for the corresponding basic/support strategies that were previously chosen on page 11. Do not repeat the same strategy in more than one place. Please use the appropriate Frequency Codes whenever applicable for the strategies being implemented. The Frequency Code is defined as how often the employer is awarding the benefit or strategy.

*** Frequency Codes Table:**

D = Daily	B = Bi-monthly
W = Weekly	Q = Quarterly
M = Monthly	S = Semi-annually
A = Annually	O = Other (specify)

☐ **Commuter Choice Program** - A monthly transportation fringe benefit used exclusively for regular direct commutes by public transit or vanpools from home to work, and does not exceed the average monthly commuting cost based on a 20-day month. Employers can pay for their employees to commute by transit or vanpool and get a tax deduction for the expense, or employers can allow employees to set aside pre-tax income to pay for transit or vanpooling. This amount of an employee's salary is not subject to income tax.

☐ **Flex Time Schedules** - The employer permits employees to adjust their work hours in order to accommodate public transit schedules or rideshare arrangements. Please check the appropriate type of flex time offered and the flexibility in minutes. (Do not use this section unless flex time is linked to your rideshare program.)

☐ Grace Period ☐ Shift Flexibility ☐ 15 Minutes

☐ 30 Minutes ☐ 45 Minutes ☐ 60 Minutes

☐ Other (in minutes)

Does a written policy exist? ☐ Yes ☐ No

☐ **Guaranteed Return Trip** - The employer provides eligible employees with a return trip (or to the point of commute origin), when a need for the return trip arises.

Check all that apply:

☐ Personal Emergency Situation

☐ Unplanned Business-related Activities

☐ Planned Business-related Activities

☐ Other (specify)



RULE 2202 - REGISTRATION FORM

ATTACHMENT B

YEAR: SITE ID:

Guaranteed Return Trip will be provided by utilizing one or more of the following transportation modes or options:

☐

Employer Vehicle

☐

TMA/TMO Provided

☐

Supervisor or Fellow Employee

☐

Rental car

☐

Taxi

☐Other
(specify)☐

Personalized Commute Assistance – The employer provides personalized assistance such as transit itineraries, carpool matching and personal follow-up to employees.

Check all that apply:

☐

Organize Focus Group(s) or Task Force(s)

☐

Coordinate the Formation of Carpools/Vanpools

☐

Assist in Identifying Park & Ride Lots

☐

Assist in Identifying Bicycle and Pedestrian Routes

☐

Assist in Providing Personalized Transit Routes and Schedule Information

☐

Provide Personalized Follow-up Assistance to Maintain Participation in the Commute Program

☐

Preferential Parking for Ridesharers - The employer provides eligible employees with preferential parking spaces to park their vehicles. These spaces shall be clearly posted or marked in a manner to identify them for carpool and vanpool use only.

Number of Preferential Parking Spaces

Minimum Number of Persons (per vehicle) Required to be Eligible

Minimum Number of Days or % of Ridesharing Required to be Eligible

Method of Vehicle Identification (i.e. tags, stickers, license plate No.)



RULE 2202 - REGISTRATION FORM

ATTACHMENT B

YEAR:

SITE ID:

☐

Rideshare Matching Services – The employer provides rideshare matching service or assistance in finding commute alternatives for all employees, at least annually.

Check all that apply:

☐

Employer Based System

☐

TMA/TMO System

☐

Regional Commute Management Agency

☐

Zip Code Lists/Maps

How and when do you match people (check all that apply)

Frequency Code*

☐

During New Hire Orientation

☐

As Part of an Employer Wide Survey

☐

On Demand

☐

Transit Information Center - The employer provides a transit information center that makes available general transit information (updated at least quarterly), and/or the on-site sale of public transit passes to the worksite employees.

Do you provide on-site sale of transit passes or tokens?

☐

Yes

☐

No

Location of Transit Information:



RULE 2202 - REGISTRATION FORM

ATTACHMENT B

YEAR:

SITE ID:

☐

Other Basic/Support Strategies - The employer can provide other types of basic/support strategies designed to encourage solo commuters to participate in the Employee Commute Reduction Program. If your worksite is implementing strategies not identified in this package, please provide a detailed description, identifying eligibility requirements and all information needed to implement the strategy. If additional space is needed, you may photocopy this page and include it in this submittal.



RULE 2202 - REGISTRATION FORM

ATTACHMENT B

YEAR:

SITE ID:

2b. DIRECT STRATEGIES

Complete the information for the corresponding direct strategies that were previously chosen on page 11. Do not repeat the same strategy in more than one place. Please use the appropriate Frequency and Eligibility Codes whenever applicable for the strategies being implemented. The Frequency Code* is defined as how often the employer is awarding the benefit or strategy. The Eligibility Code** is defined as the unit of measurement used for participation eligibility.

*Frequency Codes Table:

How Often is Benefit Provided	
D = Daily	B = Bi-monthly
W = Weekly	Q = Quarterly
M = Monthly	S = Semi-annually
A = Annually	O = Other (specify)

**Eligibility Codes Table:

Unit of Measurement
D = Daily participation
DW = Days/Week
DM = Days/Month
WD = % of Working Days
O = Other (specify)

***Minimum Requirement

The Minimum Requirement***
The actual number of days or % of time the employee must participate in order to qualify.

☐

Auto Services - The employer provides auto services for employees participating in the employee commute reduction program. Each employee will receive the following:
(check each element that applies).

	Services	Average Value	Frequency Code*	Eligibility Code**	Minimum Requirement***
	Fuel				
	Oil				
	Tune-Up				
	Repair Certificate				
	Car Wash				
	Other (specify below)				

☐

Bicycle Program - The employer provides eligible employees who commute by bicycle with biking equipment, special meetings, or other bike related services.

Check each element that applies		Frequency Code*	Eligibility Code**	Minimum Requirement***
	Bicycle Matching/Meetings			
	Shoes/Clothing/Helmets/Locks/etc.			
	Bicycle Repairs/Kits			
	Discounts at Local Bike Shops			
	Other (specify below)			



RULE 2202 - REGISTRATION FORM

ATTACHMENT B

YEAR: SITE ID:

☐ **Carpool Program** - The employer provides eligible employees with a carpool program designed to encourage the use of existing carpools or the development of new carpools.

Mode	Award Amount	Frequency Code*	Eligibility Code**	Minimum Requirement***
2 person vehicle				
3 person vehicle				
4 person vehicle				
5 person vehicle				
6 person vehicle				

☐ **Compressed Work Week** - A Compressed Work Week (CWW) schedule applies to employees who, as an alternative to completing the basic work requirement in five eight-hour workdays in one week, or ten eight-hour days in two weeks, are scheduled in a manner which reduces trips to the worksite.

Does a written policy exist? ☐ Yes ☐ No

The Compressed Work Week schedule is offered to:

All employees ☐ Eligible employees/Depts. ☐

Please enter the number of employees for each type of CWW used:

	Current No. Emp.	Projected No. Emp.
☐ 3/36 Compressed Work Week		
☐ 4/40 Compressed Work Week		
☐ 9/80 Compressed Work Week		



RULE 2202 - REGISTRATION FORM

ATTACHMENT B

YEAR:

SITE ID:

☐ **Direct Financial Awards** - The employer, or other funding source, provides eligible employees with direct cash awards for participation in the employee commute reduction program.

Mode	Award Amount	Frequency Code*	Eligibility Code**	Minimum Requirement***
2 person vehicle				
3 person vehicle				
4 person vehicle				
5 person vehicle				
6 person vehicle				
Vanpool (7 – 15)				
Bus				
Rail/plane				
Walk				
Bicycle				
Telecommuting				

☐ **Discounted/Free Meals** - The employer provides eligible employees with free or discounted meals for their participation in the employee commute reduction program.

☐	The employer provides eligible employees free meals
☐	The employer provides eligible employees discounted meals

Participation in the employer's discounted/free meals program is as follows:

Average Value Per Meal	Frequency Code*	Eligibility Code**	Minimum Requirement***



RULE 2202 - REGISTRATION FORM

ATTACHMENT B

YEAR: SITE ID:

- ☐ **Employee Clean Vehicle Purchase Program** - The employer provides eligible employees incentives to purchase ULEV passenger cars or better, ULEV light-duty trucks or better, or SULEV medium-duty trucks or better.

Average Value of Incentive	Frequency Code*	Eligibility Code**	Minimum Requirement***

The program consists of:

(Check each element that applies.)

☐	Credit Union/Bank/Financial Institution Loan Rate Discounts
☐	Employer Direct Financial Incentives or Subsidies
☐	Employer Sponsored Benefits
☐	Other (specify)

- ☐ **Gift Certificates** - The employer provides gift certificates to all eligible employees for participation in the employee commute reduction program.

Average Value Per Gift	Frequency Code*	Eligibility Code**	Minimum Requirement***

- ☐ **Off-Peak Rideshare Program** - The employer may voluntarily expand its employee commute reduction program to include employees who commute outside of the designated peak window. Please check off all Employee Commute Reduction Strategies that your worksite will be implementing for employees who are scheduled to report to work during the off-peak period, or check the box below if all strategies offered to peak employees will also be offered to off-peak employees.

☐ Check here if all strategies offered to peak employees will also be offered to off-peak employees

Off-Peak Basic/Support Strategies

☐ Commuter Choice Program	☐ Preferential Parking for Ridesharers
☐ Flex Time Schedules	☐ Rideshare Matching Services
☐ Guaranteed Return Trip	☐ Transit Information Center
☐ Personalized Commute Assistance	☐ Other (specify below)



RULE 2202 - REGISTRATION FORM

ATTACHMENT B

YEAR:

SITE ID:

Off-Peak Rideshare Program (cont.)

Off-Peak Direct Strategies

☐ Auto Services	☐ Parking Charge/Subsidy
☐ Bicycle Program	☐ Points Program
☐ Carpool Program	☐ Prize Drawings
☐ Compressed Work Week	☐ Start-up Incentives
☐ Direct Financial Awards	☐ Telecommuting
☐ Discounted or Free Meals	☐ Time Off with Pay
☐ Employee Clean Vehicle Purchases	☐ Transit Subsidy
☐ Gift Certificates	☐ Vanpool Program
☐ Off Peak Rideshare Program	☐ Other (Specify) _____

☐

Parking Charge/Subsidy – A parking fee is charged to employees who drive alone to the worksite, and/or in exchange, a subsidy is provided to employees towards costs of alternative transportation modes.

Monthly Rate

Employee Parking Charge Per Space:

\$

The employer will subsidize the parking charge for eligible employees. Each parking space will be subsidized as follows (*check each mode that applies*):

	Mode	Subsidy Per Space	Frequency Code*	Eligibility Code**	Minimum Requirement***
	2 person vehicle				
	3 person vehicle				
	4 person vehicle				
	5 person vehicle				
	6 person vehicle				
	Vanpool (7 – 15)				
	Bus				
	Rail/plane				
	Walk				
	Bicycle				
	Telecommuting				



RULE 2202 - REGISTRATION FORM

YEAR: SITE ID: ☐

Parking Cash Out / Parking Management Strategies

The State's Parking Cash-Out Program, California Health & Safety Code, Section 43845, requires certain employers who provide subsidized parking for their employees to offer a cash allowance in lieu of a parking space.

The law applies to employers (public or private) who:

- employ at least 50 employees;
- have worksites in an air basin designated non-attainment for any state air quality standard;
- subsidize employee parking that they don't own;
- can calculate the out-of-pocket expense of the parking subsidies they provide; and
- can reduce the number of parking spaces without penalty in any lease agreements.

IF YOU ARE IMPLEMENTING PARKING CASH OUT, PLEASE PROVIDE THE FOLLOWING INFORMATION:

Date Parking Cash Out Program was implemented? _____

How many parking spaces fall under the parking Cash Out State requirement? _____

How many employees will receive subsidies instead of the parking space? _____ \$Amount per space: _____

Is there street parking or alternative parking close to your facility?

Yes	No	How Far? (miles)
-----	----	------------------

How is the program monitored?

On-Site Security	Card Reader	Honor System	Other

Please add pages if other details will help in explaining your site specific parking situation.

☐

Points Program - Employees earn points for each day of participation in the employee commute reduction program. Points are redeemed for such rewards as time off, gift certificates, cash or merchandise.

Value of Point	Per # of Points	Frequency Code*	Eligibility Code**	Minimum Requirement***
\$				

☐

Prize Drawings - The employer provides eligible employees with a chance to win prizes for participation in the employee commute reduction program.

Type of Prize	Average Value Per Prize	Number of Prizes	Frequency Code*	Eligibility Code**	Minimum Requirement***



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☐ **Start Up Incentive** – Incentives designed to reward solo commuters for joining a carpool or vanpool, or using other alternative commute modes and is generally provided over a short period of time.

Mode	Award Amount	Duration	Frequency Code*	Eligibility Code**	Minimum Requirement***
2 person vehicle					
3 person vehicle					
4 person vehicle					
5 person vehicle					
6 person vehicle					
Vanpool (7 – 15)					
Bus					
Rail/plane					
Walk					
Bicycle					
Telecommuting					

Is Incentive offered by:

☐

Employer

☐

Other

If Other, please provide name of entity: _____

☐ **Telecommuting** - Telecommuting means working at home, off-site, or at a telecommuting center for a full workday that eliminates the trip to work or reduces travel distance to the worksite by more than 50%.

Does a written policy exist?

☐

Yes

☐

No

Telecommuting is offered to:

☐

All Employees

☐

Eligible employees/Depts.

The employer telecommuting program consists of:

(Check each element that applies.)

☐

Orientation / Training Sessions

☐

Working at Home

☐

of Days per Week

☐

Working at Telecommuting Center

☐

of Days per Week

☐

Other (specify)

Please enter the number of program participants:

Work at Home

Current
No. Empl.Projected
No. Empl.

Work at Telecommuting Center

Total



RULE 2202 - REGISTRATION FORM

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☐

Time Off with Pay - The employer provides eligible employees additional time off with pay for participation in the employee commute reduction program.

Participation Rate

Number of days of Participation

Each day of participation

Per Month

Per Quarter:

Per Year:

Time Off Earned (enter # of mins., hrs., days)	Enter Unit of Time Off Earned

Units:

M = Minutes

H = Hours

D = Days

Maximum amount (if any) of earned time off that can be accumulated within a one-year period:

Number of minutes, hours, days**Unit of time off earned****Units:**

M = Minutes

H = Hours

D = Days

☐

Transit Subsidy - The employer provides eligible employees a bus and/or rail subsidy for participation in the employee commute reduction program.

Mode	Award Amount	Frequency Code*	Eligibility Code**	Minimum Requirement***
Bus				
Rail				

Do you offer any other type of transit program to employees?

☐

Yes

☐

No

If Yes, please explain:



RULE 2202 - REGISTRATION FORM

ATTACHMENT B

YEAR: SITE ID: ☐

Vanpool Program - The employer provides eligible employees with a vanpool program designed to encourage the use of existing vanpools or the development of new vanpools.

☐

Employer owned/leased

☐

Employee owned/leased

☐

Third-party owned/leased

Total number of vans participating in program

☐

Employer provided insurance

☐

Employer provided fuel/maintenance

☐

Employer provides cash subsidies for vanpoolers

☐

Subsidies prorated based on rideshare participation level

Ridership Charge for Employer Owned/Leased Vans:

\$

If empty seats are subsidized, how much?

\$

per seat

How long?

Do you offer any other type of vanpool program to employees?

☐

Yes

☐

No

If Yes, please explain:



RULE 2202 - REGISTRATION FORM

ATTACHMENT B

YEAR:

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☐

Other Direct Strategies - The employer can provide other types of direct strategies designed to encourage solo commuters to participate in the Employee Commute Reduction Program. If your worksite is implementing strategies not identified in this package, please provide a detailed description, identifying eligibility requirements and all information needed to implement the strategy. If additional space is needed, you may photocopy this page and include it in this submittal.



RULE 2202 - REGISTRATION FORM

ATTACHMENT B

YEAR:

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Section IV - 3**Employee Commute Reduction Program Offset Option**

- | | |
|--|--|
| 1. Enter the daily average number of employees reporting to work during the Peak Window of 6am-10am for a typical Monday through Friday period excluding those weeks which include a national holiday. This number can be obtained by dividing the number shown in Section IV-1, item E, Line ET, by 5. | |
| 2. Enter the daily average number of vehicles reporting to work during the Peak Window of 6am-10am for a typical Monday through Friday period excluding those weeks which include a national holiday. This number can be obtained by dividing the number shown in Section IV-1, item E, Line TV, by 5. | |
| 3. Subtract Line 2 from Line 1 and enter the result. This is the number of Creditable Commute Vehicle Reductions (CCVR) in the Peak Window. | |

Emission Reduction Target (ERT) Calculation**VOC****NOx****CO**

- | | |
|---|--|
| 4. Enter the Employee Emission Reduction Factors with respect to the worksite's Performance Zone. (see Table 1 in Appendix B). | |
|---|--|

Check one: Zone 1 ☐ Zone 2 ☐ Zone 3 ☐

- | | |
|---|--|
| 5. Multiply Line 1 times Line 4 and enter the results. | |
|---|--|

- | | |
|--|--|
| 6. Enter the Emission Factors for Vehicle Trip Emission Credits. (see Table 2 in Appendix B). | |
|--|--|

- | | |
|---|--|
| 7. Multiply Line 3 times Line 6 and enter the results. This is your VTEC calculated from Creditable Commute Vehicle Reductions (CCVR). | |
|---|--|

- | | |
|--|--|
| 8. Subtract Line 7 from Line 5 and enter the results. This is your EMISSION REDUCTION TARGET (ERT). STOP here if this amount is zero or a negative number, you are in compliance. If this amount is a positive number, proceed to either Line 9, and/or Line 10, and/or Line 13. | |
|--|--|

Vehicle Trip Emission Credits (VTEC) from Emission/Trip Reduction Sources. Indicate the lbs. of VTECs in this area**VOC****NOx****CO**

- | | |
|---|--|
| 9. Emission Reduction Sources (such as Reg XVI, Reg XIII, Area Source Credits, Tug Boat Emission Reductions, or other AQMD approved emission reduction strategies). | |
|---|--|

- | | |
|--|--|
| 10. Trip Reduction Sources (such as other work-related trip reductions, VMT programs, parking cash-out, non-peak CCVR's, etc.). To determine non-peak CCVR, repeat steps 1-3 above for off-peak survey results. Divide the CCVR by 1.15. Enter adjusted CCVR here. Multiply adjusted CCVR by line 6 and enter results. | |
|--|--|

- | | |
|--|--|
| 11. Enter the sum of Lines 9 and Line 10. | |
|--|--|

- | | |
|--|--|
| 12. Subtract Line 11 from Line 8 and enter the results. This is your Net EMISSION REDUCTION TARGET (ERT). STOP here if this amount is zero or a negative number, you are in compliance. If this amount is still a positive number, proceed to Line 13. | |
|--|--|

Vehicle Trip Emission Credits (VTEC) from AQIP to meet the balance ERT**VOC****NOx****CO**

- | | |
|--|--|
| 13. Air Quality Investment Program Option to Offset the ERT: Divide Line 12 by the corresponding Equivalent Emission Factor in Line 4. Use round numbers only. Enter results here. | |
|--|--|

- | | |
|---|--|
| 14. Multiply the highest number on Line 13 by \$60. This is the equivalent AQIP Fee to Offset your Net ERT. STOP here, you are in compliance. | |
|---|--|

\$ _____

EXHIBIT B

COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 0-1763

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. Please denote the basis on which the prices are quoted.

<u>Task</u>	<u>Description</u>	<u>Firm Fixed Price</u>	<u>Firm Fixed Price</u>
		<u>Initial Term</u>	<u>Option Term</u>
1	Average Vehicle Ridership Calculation and Reporting	\$_____.00	\$_____.00
2	Database Maintenance	\$_____.00	\$_____.00
3	Ride Matching	\$_____.00	\$_____.00
4	Call-Taking Services (general public assistance)	\$_____.00	\$_____.00
TOTAL FIRM FIXED PRICE PAYMENT		<u>\$_____.00</u>	<u>\$_____.00</u>

The above prices are quoted on the following basis (check one):

Firm-Fixed Price_____ Cost-Plus-Fixed-Fee_____ Time and Expense_____

1. I acknowledge receipt of RFP 0-1763 and Addenda No.(s) _____

2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

SIGNATURE'S NAME AND TITLE _____

DATE SIGNED _____

EXHIBIT C
PROPOSED AGREEMENT

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 A. This Agreement shall commence upon the effective date of this Agreement, and shall
8 continue in full force and effect through June 30 2011, unless earlier terminated or extended as
9 provided in this Agreement.

10 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an
11 additional twelve (12) months, commencing July 1, 2011, and continuing through June 30, 2012
12 ("Option Term"), and thereupon require CONSULTANT to continue to provide services, and otherwise
13 perform, in accordance with Exhibit A, entitled "Scope of Work", and Article 5 "Payment."

14 AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish its
15 right to terminate the Agreement for AUTHORITY's convenience or CONSULTANT's default as
16 provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period
17 extending from commencement through June 30, 2012 which period encompasses the Initial Term and
18 Option Term.

19 **ARTICLE 5. PAYMENT**

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

24 B. The following schedule shall establish the firm fixed payment to CONSULTANT by
25 AUTHORITY for each work task set forth in the Scope of Work. The schedule shall not include any
26 CONSULTANT expenses not approved by AUTHORITY including but not limited to reimbursement for

local meals.

<u>Task</u>	<u>Description</u>	<u>Firm Fixed Price</u>	<u>Firm Fixed Price</u>
		Initial Term	Option Term
1	Average Vehicle Ridership Calculation and Reporting	\$_____.00	\$_____.00
2	Database Maintenance	\$_____.00	\$_____.00
3	Ride Matching	\$_____.00	\$_____.00
4	Call-Taking Services (general public assistance)	\$_____.00	\$_____.00
TOTAL FIRM FIXED PRICE PAYMENT		<u>\$_____.00</u>	<u>\$_____.00</u>

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-0-1763;
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);
5. Monthly Progress Report;
6. 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.
7. Any other information as agreed or requested by AUTHORITY to substantiate the validity of an invoice.

ARTICLE 6. PROMPT PAYMENT CLAUSE

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

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

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

ARTICLE 7. 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 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:

ATTENTION: _____

(_____) _____ - _____

To AUTHORITY:

Orange County Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584

ATTENTION: Pia Veesapen, Senior Contract
Administrator

(714) 560 – 5619, pveesapen@octa.net

ARTICLE 9. INDEPENDENT CONTRACTOR

CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not employees of AUTHORITY. CONSULTANT shall pay all wages, salaries and

1 other amounts due its employees in connection with this Agreement and shall be responsible for all
2 reports and obligations respecting them, such as social security, income tax withholding, unemployment
3 compensation, workers' compensation and similar matters.

4 **ARTICLE 10. INSURANCE**

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

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

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

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

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

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

23 C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement
24 Number C-0-1763; and, the Contract Administrator's Name, Pia Veasapen.

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

Agreement.

ARTICLE 11. 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 0-1763, (3) CONSULTANT's proposal dated _____; and (4) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 12. 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 13. 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 (CAMP), who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The decision of the Director, CAMP, 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

1 appeal proceeding under this Article, CONSULTANT shall be afforded an opportunity to be heard and
2 to offer evidence in support of its appeal.

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

9 **ARTICLE 14. TERMINATION**

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

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

comply with CFR Title 48, Chapter 1, Part 49, of the FAR.

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 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 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 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.

<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 Comptroller General of the United States, or other agents of AUTHORITY, such access to

CONSULTANT's accounting books, records, payroll documents and facilities of the CONSULTANT which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all accounting books, records, work data, documents and activities related hereto. 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 16 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 18. 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. 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 19. 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.

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

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

5 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

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

13 **ARTICLE 22. CIVIL RIGHTS ASSURANCE**

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

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

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

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

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

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

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

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

20 F. Title VI of the Civil Rights Act. In determining the types of property or services to acquire, no
21 person in the United States shall, on the grounds of race, color, or national origin, be excluded from
22 participation in, be denied the benefits of, or otherwise be subjected to discrimination under any
23 program or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of
24 1964, as amended, 42 U.S.C. Sections 2000d *et seq.* and DOT regulations, "Nondiscrimination in
25 Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil
26 Rights Act of 1964," 49 CFR Part 21. In addition, FTA Circular 4702.1, "Title VI and Title VI-Dependent

Guidelines for FTA Recipients," 05-13-07, provides FTA guidance and instructions for implementing DOT's Title VI regulations.

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

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

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISES

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

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

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

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

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

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

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

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

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

20 C. AUTHORITY's New Race-Neutral DBE Policy Implementation Directives: Pursuant to
21 recently released Race-Neutral DBE policy directives issued by the U.S. DOT in response to the
22 Ninth Circuit U.S. Court of Appeals decision in *Western States Paving Co. v. Washington State*
23 *Department of Transportation*, the Authority has implemented a wholly Race-Neutral DBE Program.
24 A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms.
25 Therefore, under a Race-Neutral DBE Program, AUTHORITY does not establish numeric race-
26 conscious DBE participation goals on its DOT-assisted contracts. CONSULTANT shall not be

1 required to achieve a specific level of DBE participation as a condition of contract compliance in the
2 performance of this DOT-assisted contract. However, CONSULTANT shall adhere to race-neutral
3 DBE participation commitment(s) made at the time of contract award.

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

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

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

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

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

24 b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban,
25 Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
26

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

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

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

8 f. Women, regardless of ethnicity or race.

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

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

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

22 7. "Other Socially and Economically Disadvantaged Individuals" means those individuals
23 who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-
24 case basis, are determined by Small Business Administration or AUTHORITY to meet the social and
25 economic disadvantage criteria described below.
26

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

4 i. The individual must demonstrate that he/she has personally suffered social
5 disadvantage.

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

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

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

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

14 b. Economic Disadvantage

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

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

20 With respect to the individual:

- 21 • availability of financing
- 22 • bonding capability
- 23 • availability of outside equity capital
- 24 • available markets

25 With respect to the individual and the business concern:

- 26 • personal and business assets

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

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

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

F. DBE Eligibility and Commercially Useful Function Standards : A DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest. A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., must be

1 responsible for the execution of a distinct element of the work and must carry out its responsibility by
2 actually performing, managing and supervising the work). A DBE should perform at least thirty percent
3 (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially
4 useful function. DBEs must be certified by the California Unified Certification Program (CUCP). Listings
5 of DBEs certified by the CUCP are available from the following sources: The CUCP web site, which can
6 be accessed at <http://www.californiaucp.com>; or the Caltrans "Civil Rights" web site at
7 <http://www.dot.ca.gov/hq/bep>. The CUCP DBE Directory, which may be obtained from the Department
8 of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive,
9 Sacramento, California 95815; Telephone: (916) 445-3520.

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

1 or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies
2 required in the performance of the Contract; Fees charged for delivery of material and supplies
3 (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery
4 service is not also the manufacturer of, or a regular dealer in, the material and supplies; Fees and
5 commissions charged for providing any insurance specifically required in the performance of the
6 Contract. CONSULTANT may count the participation of DBE trucking companies toward race-neutral
7 DBE attainment, as follows: The DBE must be responsible for the management and supervision of the
8 entire trucking operation for which it is responsible on a particular contract. The DBE must itself own
9 and operate at least one fully licensed, insured, and operational truck used on the Contract. The DBE
10 receives credit for the total value of the transportation services it provides on the contract using trucks it
11 owns, insures, and operates using drivers it employs. The DBE may lease trucks from another DBE
12 firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another
13 DBE receives credit for the total value of the transportation services the lessee DBE provides on the
14 contract. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE
15 who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a
16 result of the lease arrangement. The DBE does not receive credit for the total value of the
17 transportation services provided by the lessee, since these services are not provided by a DBE. For
18 purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over
19 the truck. This does not preclude the leased truck from working for others during the term of the lease
20 with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased
21 truck. Leased trucks must display the name and identification number of the DBE. If CONSULTANT
22 listed a non-certified DBE 1st tier subcontractor to perform work on this contract, and the non-certified
23 DBE subcontractor subcontracts a part of its work or purchases materials and/or supplies from a lower
24 tier DBE certified Subcontractor or Vendor, the value of work performed by the lower tier DBE firm's
25 own forces can be counted toward race-neutral DBE participation on the contract.
26

1 H. Performance of DBE Subcontractors: DBE subcontractors listed by CONSULTANT in its
2 "DBE Race-Neutral Participation Listing" (Exhibit E-2) submitted at the time of proposal submittal shall
3 perform the work and supply the materials for which they are listed, unless the CONSULTANT has
4 received prior written authorization from the Authority to perform the work with other forces or to obtain
5 the materials from other sources. CONSULTANT shall provide written notification to the AUTHORITY in
6 a timely manner of any changes to its anticipated DBE participation. This notice should be provided
7 prior to the commencement of that portion of the work.

8 I. Additional DBE Subcontractors: In the event CONSULTANT identifies additional DBE
9 subcontractors or suppliers not previously identified by CONSULTANT for race-neutral DBE
10 participation under the contract, CONSULTANT shall notify the Authority by submitting Exhibit E
11 "Request for Additional DBE Firm" to enable CONSULTANT to capture all race-neutral DBE
12 participation. CONSULTANT shall also submit, for each DBE identified after contract execution, a
13 written confirmation from the DBE acknowledging that it is participating in the contract for a specified
14 value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the
15 written confirmation).

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

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

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ARTICLE 24. PROHIBITED INTERESTS

A. 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.

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

ARTICLE 25. 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

1 be handled only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.

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

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

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

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

24 A. All of CONSULTANT's finished technical data, including but not limited to illustrations,
25 photographs, tapes, software, software design documents, including without limitation source code,
26 binary code, all media, technical documentation and user documentation, photoprints and other graphic

1 information required to be furnished under this Agreement, shall be AUTHORITY's property upon
2 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary
3 restriction except as elsewhere authorized in this Agreement. CONSULTANT further agrees that it
4 shall have no interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said
5 data is subject to the provisions of the Freedom of Information Act, 5 USC 552.

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

13 **ARTICLE 28. FORCE MAJEURE**

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

21 **ARTICLE 29. PRIVACY ACT**

22 CONSULTANT shall comply with, and assures the compliance of its employees with, the
23 information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a.
24 Among other things, CONSULTANT agrees to obtain the express consent of the Federal Government
25 before the CONSULTANT or its employees operate a system of records on behalf of the Federal
26 Government. CONSULTANT understands that the requirements of the Privacy Act, including the civil

1 and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to
2 comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

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

4 All contractual provisions required by Department of Transportation (DOT), whether or not
5 expressly set forth in this document, as set forth in Federal Transit Administration (FTA) Circular
6 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein
7 notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other
8 provisions contained in this Agreement. CONSULTANT shall not perform any act, fail to perform any
9 act, or refuse to comply with any requests, which would cause AUTHORITY to be in violation of the
10 FTA terms and conditions.

11 **ARTICLE 31. FEDERAL CHANGES**

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

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

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

24 **ARTICLE 33. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND**
25 **RELATED ACTS**

26 A. CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act

1 of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil
2 Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing this
3 Agreement, CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has
4 made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement of the FTA
5 assisted project for which this Agreement's work is being performed. CONSULTANT also
6 acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement,
7 submission, or certification, the Federal Government reserves the right to impose penalties of the
8 Program Fraud Civil Remedies Act of 1986 on the CONSULTANT to the extent the Federal
9 Government deems appropriate.

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

17 **ARTICLE 34. RECYCLED PRODUCTS**

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

23 **ARTICLE 35. ENERGY CONSERVATION REQUIREMENTS**

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

ARTICLE 36. CLEAN AIR

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

ARTICLE 37. CLEAN WATER REQUIREMENTS

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 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 38. DEBARMENT AND SUSPENSION

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

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

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

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-0-1763 to be
3 executed on the date first above written.

4 **CONSULTANT**

ORANGE COUNTY TRANSPORTATION AUTHORITY

5 By _____

By _____

6 Carolina Coppolo
7 Manager
8 Contracts Administration and Materials Management

9 APPROVED AS TO FORM:

10 By _____

11 Kennard R. Smart, Jr.
12 General Counsel

SECTION IV

FORMS

EXHIBIT D

STATUS OF PAST AND PRESENT CONTRACTS

Status of Past and Present Contracts Form

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

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

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

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

**DISADVANTAGE ENTERPRISE (DBE)
RACE NEUTRAL SOLICITATION PROVISIONS**

RACE-NEUTRAL SOLICITATION PROVISIONS

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION PROVISIONS

A. DBE Policy and Applicability

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

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

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

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

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

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

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

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

C. Definitions

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

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

concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$19.57 million over the previous three fiscal years.

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

- vi. **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- vii. **"Other Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or the Authority to meet the social and economic disadvantage criteria described below.
 - a. Social Disadvantage
 - 1) The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
 - 2) The individual must demonstrate that he/she has personally suffered social disadvantage.
 - 3) The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.

- 4) The individual's social disadvantage must be chronic, longstanding and substantial, not fleeting or insignificant.
 - 5) The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
 - 6) A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.
- b. Economic Disadvantage
- 1) The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.
 - 2) The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

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

With respect to the individual and the business concern:

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

D. DBE Proposal Submission Requirements

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

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

- a. The complete name and address of each DBE who will participate in the contract;
- b. A description of the work that each DBE will perform or provide;
- c. The dollar amount of the work to be performed or provided by the DBE;
- d. Valid DBE Certification eligibility status, in conformance with 49 CFR, Part 26;

- e. The Offeror shall also submit, for each DBE to perform under this contract, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

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

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

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

2. “Offerors List” (Exhibit E-3)

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

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

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

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

E. DBE Certification

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

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

F. DBE Eligibility and Commercially Useful Function Standards

- i. A DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- ii. A DBE may participate as a prime consultant, subconsultant, joint venture partner with a prime or subconsultant, vendor of material or supplies, or as a trucking company.
- iii. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- iv. A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

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

G. DBE Crediting Provisions

- i. When a DBE is proposed to participate in the contract, either as a prime Consultant or Subconsultant, only the value of the work proposed to be performed by the DBE with its own forces may be counted towards race-neutral DBE participation. If the Consultant is a DBE joint venture participant, only the DBE proportionate interest in the joint venture shall be counted.
- ii. If a DBE intends to subcontract part of the work of its subcontract to a lower tier Subconsultant, the value of the subcontracted work may be counted toward race-neutral DBE participation only if the DBE Subconsultant is a certified DBE and actually performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the prime Consultant's race-neutral DBE attainment.
- iii. Consultant is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward race-neutral DBE attainment, as follows:
 - a. Sixty percent (60%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a regular dealer; or
 - b. One hundred percent (100%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a DBE manufacturer.
- iv. The following types of fees or commissions paid to DBE Subconsultants, Brokers, and Packagers may be credited toward the prime Consultant's race-neutral DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including:

- a. Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Contract;
 - b. Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
 - c. Fees and commissions charged for providing any insurance specifically required in the performance of the Contract.
- v. Consultant may count the participation of DBE trucking companies toward race-neutral DBE attainment, as follows:
- a. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
 - b. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - c. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - d. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - e. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
 - f. For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

- vi. If the Consultant listed a non-certified DBE 1st tier Subconsultant to perform work on this contract, and the non-certified DBE subconsultant subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subconsultant or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward race-neutral DBE participation on the contract.

H. DBE "Frauds" and "Fronts"

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



ORANGE COUNTY TRANSPORTATION AUTHORITY

REQUEST FOR ADDITIONAL DBE SUBCONTRACTOR/SUPPLIER

Request for additional DBE(s) shall be in accordance with the Contract specifications and is subject to approval by the Authority. The Prime Contractor/Consultant shall provide Authority with the information requested below upon identification of any DBE subcontractor/subconsultant/supplier firm not previously listed to perform under the Contract. The Prime Contractor/Consultant shall also provide a written confirmation from the DBE that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

Contract No.:		Contract Name:	
Prime Contractor/Consultant:			
Business Address:			
Please provide the following information for the proposed additional DBE subcontractor/subconsultant/supplier firm:			
DBE Firm Name:		DBE Certification Number:	
Business Address:			
Contact Person:	Phone Number: ()	Email Address:	
Description of Work (Scope):			
Contract Item Number(s):		Proposed DBE Subcontract Value:	
Copy of DBE Certification Letter attached (Required) ? ☐ Yes ☐ No			

Prime Contractor/Consultant Representative Signature	Title
Business Phone Number	Date

FOR AUTHORITY USE ONLY:			
Date Request Received: _____	Approve Request for Additional DBE?	☐ Yes	☐ No
If no, please state reason: _____			
Reviewed by: _____	Title: _____		
Signature: _____	Date: _____		

LIST OF SUBCONTRACTORS

List only the Subcontractors, which will perform, work or labor or render services to the bidder in excess of one-half of one percent of the Bidder's total bid amount. Do not list alternative Subcontractors for the same work. (Use additional sheets if necessary.)

Name Under Which Subcontractor is Licensed / License No.	City & State	Specific Description of Work to be Rendered	Type*	Dollar Amount
				\$
				\$
				\$
				\$
				\$
				\$
				\$
		TOTAL		\$

***Type**

- | |
|----------------------|
| 1. Subcontractor |
| 2. Vendor / Supplier |
| 3. Trucker |
| 4. Broker |

Bidders Name _____

DBE RACE-NEUTRAL PARTICIPATION LISTING

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

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

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

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

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

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

DBE Firm Name*:	DBE Certification No. and Expiration Date:	Provide Complete Description of Work to be Performed: _____ _____ _____ _____		
Business Address:				
Contact Person:		Subcontractor (100%)	Supplier (60%)	
Telephone:	Fax:	Regular Dealer (60%)	Broker	

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EXHIBIT E, EXHIBIT E-2

License No., Classification and Expiration:	Manufacturer (100%)		Trucker	
Subcontract Amount:	Check Appropriate Box Describing Subcontractor/Supplier Activity:			

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

Bidder/Offeror:	
Business Address:	
Contact Name:	Title:
Phone: ()	Fax: ()

Total Contract Amount:	\$		
DBE Race-Neutral Participation Value (% of Total Contract Value): (NOTE: Mark "NONE" if no DBEs will be utilized.)	%	DBE Race-Neutral Participation Dollar (\$ Value): (NOTE: Mark "NONE" if no DBEs will be utilized.)	\$

Signature of Authorized Representative	Printed Name
Date	Title



OFFERORS LIST

Offeror: _____ RFP No.: 0-1763

The Department of Transportation requires the AUTHORITY to create and maintain a "Offerors 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 "Offerors 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 Offeror is to complete all requested information on **Form E-3: "Offerors List"** for every firm who submitted a bid, proposal or quote, including the primary Offeror, and submit this information at the time of bid submission. However, if not elected to do so at the time of bid submission, Offerors must submit such information at the request of the Authority within the prescribed timeline set forth in the solicitation. The AUTHORITY will utilize this information to assist in the AUTHORITY's overall annual DBE goal-setting process. ***The "Offerors List" content will not be considered in evaluating the proposal or determining award of any contract.***

Prime Offeror's Information:	
Name of Prime Firm:	Phone: ()
Firm Address:	Fax: ()
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ Yes ☐ No	Check the box below for your firm's annual gross receipts last year:
	☐ Less than \$1 million
	☐ Less than \$5 million
	☐ Less than \$10 million
	☐ Less than \$15 million
	☐ More than \$15 million

RFP 0-1763
EXHIBIT E, EXHIBIT E-3

Provide the following information for every firm (DBE and non-DBE) that submitted a bid, proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract:

Firm Name:	Phone: ()
Firm Address:	Fax: ()
Number of years in business:	Type of work/services/materials provided:
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ Yes ☐ No	Check the box below for your firm's annual gross receipts last year:
	☐ Less than \$1 million
	☐ Less than \$5 million
	☐ Less than \$10 million
	☐ Less than \$15 million
	☐ More than \$15 million

Provide the following information for every firm (DBE and non-DBE) that submitted a bid, proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract:

Firm Name:	Phone: ()
Firm Address:	Fax: ()
Number of years in business:	Type of work/services/materials provided:
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ Yes ☐ No	Check the box below for your firm's annual gross receipts last year:
	☐ Less than \$1 million
	☐ Less than \$5 million
	☐ Less than \$10 million
	☐ Less than \$15 million
	☐ More than \$15 million

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

Failure of the Offeror to submit the required "Offerors List" form will deem the Offeror non-responsive.

EXHIBIT F

RESTRICTIONS ON LOBBYING

CERTIFICATION REGARDING LOBBYING

The undersigned (Offeror) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 from 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 Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government-wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

Signature of Offeror's Authorized Official

Name and Title of Offeror's Authorized Official

Date

EXHIBIT G

LEVEL 1 SAFETY SPECIFICATIONS

LEVEL 1 SAFETY SPECIFICATIONS

APPLICATION

Level 1 Safety Specifications apply to contracts as determined by the Authority, including subcontracts, with consultants that are entered into by and between the Authority or in the case of subcontracts, that arise out of a contract entered into by the Authority. The scope of these contracts require the contractor or consultant to manage recognized hazards with a potential of injury or property damage and may require routine unescorted access to Authority property, and including, but not limited to, work in and around maintenance areas, shop and bus base areas, on-board buses, highways, rail construction sites.

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 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 (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.