

REQUEST FOR PROPOSALS (RFP) 3-1745

ELLIPSE BUSINESS PROCESS IMPROVEMENTS



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

Key RFP Dates

| | |
|---------------------------------|----------------------|
| Issue Date: | May 29, 2013 |
| Question Submittal Date: | June 4, 2013 |
| Proposal Submittal Date: | June 17, 2013 |

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May 29, 2013

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 3-1745: "ELLIPSE BUSINESS PROCESS IMPROVEMENTS"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified firms to assist with the business process improvements and interface updates to the Authority's Enterprise Asset Management System. The budget for this effort is \$217,000 for a two-year term.

Proposals must be received in the Authority's office at or before 2:00 p.m. on June 17, 2013.

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

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

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

Firms interested in obtaining a copy of this RFP may do so by downloading the RFP from CAMM NET at www.octa.net/cammnet.

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

To receive all further information regarding this RFP 3-1745, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Computer: Hardware &
Software

Professional Consulting

Commodity:

Accounting/Financial Software
Business Software
Enterprise Asset Management
(EAM) Software
Enterprise Software – General
Computer Software Consulting

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. 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.

B. ADDENDA

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

C. AUTHORITY CONTACT

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

Iris Mendoza, Contract Administrator
Contracts Administration and Materials Management Department
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5786, Fax: 714.560.5792
Email: imendoza@octa.net

D. 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 D.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 must be put in writing and must be received by the Authority no later than 5:00 p.m. on June 4, 2013.
- b. Requests for clarifications, questions, and comments must be clearly labeled, "Written Questions." The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, 4th Floor, Orange, California 92868
 - (3) Facsimile: (714) 560-5792
 - (4) Email: imendoza@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than June 7, 2013. Offerors may download responses from CAMM NET at www.octa.net/cammnet, or request responses be sent via U.S. Mail by emailing or faxing the request to Iris Mendoza, Contract Administrator.

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

| | |
|-------------------------------|--|
| <u>Category:</u> | <u>Commodity:</u> |
| Computer: Hardware & Software | Accounting/Financial Software |
| | Business Software |
| | Enterprise Asset Management (EAM) Software |
| | Enterprise Software – General |
| Professional Consulting | Computer Software Consulting |

Inquiries received after 5:00 p.m. on June 4, 2013 will not be responded to.

E. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on June 17, 2013.

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

2. Address

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Iris Mendoza, 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: Iris Mendoza, 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 3 copies** of its proposal in a sealed package, addressed as shown above in E.2. The outer envelope must show the Offeror's name and address and clearly marked with the RFP number.

4. Acceptance of Proposals

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

any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.

- c. The Authority reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received and opened by Authority are public information and must be made available to any person upon request.
- e. Submitted proposals are not to be copyrighted.

F. 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.

G. 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.

H. 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.

I. 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.

J. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a two-year term effective through June 30, 2015 with firm-fixed prices for individual tasks specified in the Scope of Work, included in this RFP as Exhibit A.

K. CONFLICT OF INTEREST

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

L. 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.

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" x 17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

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

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

3. Technical Proposal

a. Qualifications, Related Experience, and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience

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

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Provide proof of being an approved and certified Ventyx partner for Ellipse version 5.2.3.7.
- (5) Identify subcontractors by company name, address, contact person, telephone number, email address, and project function. Describe Offeror's experience working with each subcontractor.
- (6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

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

Offeror to:

- (1) Identify key personnel proposed to perform the work in the

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

- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Provide proof that the proposed Project Manager and other key personnel are an approved and certified Ventyx partner for Ellipse version 5.2.3.7.
- (4) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- (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 approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Furnish a project schedule for completing the tasks in terms of elapsed weeks.

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

d. Exceptions/Deviations

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

4. Cost and Price Proposal

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

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

5. Appendices

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

B. STATUS OF PAST AND PRESENT CONTRACTS FORM

Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination,

settlement, or litigation. A separate form must be completed for each contract you identify.

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

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 25%**

Technical experience in performing work of a closely similar nature; whether the firm is an approved and certified Ventyx partner for Ellipse version 5.2.3.7; experience working with public agencies; strength and stability of the firm; strength, stability, experience, and technical competence of subcontractors; assessment by client references.
- 2. Staffing and Project Organization 25%**

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

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

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

B. EVALUATION PROCEDURE

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

At the conclusion of the proposal evaluations, Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the

BAFO request, the firms may be asked to provide additional information, confirm or clarify issues, and submit a final cost/price offer. A deadline for submission will be stipulated.

C. AWARD

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

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

ELLIPSE: Enterprise Asset Management System Internal Process Improvements

Introduction

The Orange County Transportation Authority (Authority) is seeking a firm to assist with business process improvements and interface updates to Authority's Enterprise Asset Management (EAM) System.

Background

The Authority is a multi-modal transportation agency serving Orange County. The Authority uses Ellipse software from Ventyx Corporation as its EAM System to maintain its fleet of vehicles and facilities; manage construction contracts for roads, freeways, and repairs; procure stock and non-stock goods and services; and operate key rolling stock inventory and supply-chain functions.

Ellipse has been identified as one of the Authority's mission-critical applications. It is used heavily by and supports the vital functions of the Transit Maintenance and Contracts Administration and Materials Management (Camm) (Purchasing, Inventory, Warehouse and Warranty) Departments in a 24x7 operation. In addition, every department within the Authority uses Ellipse for procuring and tracking their purchase orders and service contracts. Ellipse interfaces with several major business applications.

The Authority first implemented Ellipse in June 2007 as part of its legacy system replacement. Five years later, a study was conducted as a detailed process-based review of the Authority's business operations with the use of Ellipse application, in conjunction with the planning for an upgrade from Ellipse version 5.2.3.7 to version 8.3. The focus of the study was to highlight the high value items with the lowest expected level of change.

The study contained two components:

- A thorough review of the Authority's current business practices and recommendations for using Ellipse to improve existing internal processes.
- A technical implementation planning study, which evaluated the effort necessary to upgrade the existing Authority Ellipse customizations, reports, and interfaces to the new version of Ellipse.

Project Overview

This Project focuses on the 1st bullet item above and will achieve the recommendations listed for internal business process improvements in the Ellipse application that resulted from the study. These improvements are logical steps in the transition from a Works Management to an Asset Management Strategy. In addition, having these process improvements in place before the upgrade will make the transition to and adoption of the next release easier. The business units are eager to implement these improvements and realize their benefits.

These improvements will provide several benefits such as:

- Better equipment lifecycle reporting and information for the organization
- Better planning and scheduling of asset maintenance
- Cost savings by determining the correct level of equipment maintenance
- Improved reliability centered maintenance reporting
- Reduction in processing time
- Increase in support to operations
- Reduction of capital in inventory
- PAS55 readiness (world-wide ISO standard for optimal management of assets over their life cycles)

Maintenance Groups

The internal business process improvements outlined in the project apply to both the Bus Rolling Stock and Facilities Maintenance groups at the Authority. The Facilities Maintenance group needs to be brought up to speed on their use of the Ellipse application. Even though the Authority has two different maintenance groups with different maintenance requirements, the foundational enhancement work that is spelled out in this project applies to both groups.

Qualifications of Firm

The Firm, including key personnel assigned, must be an approved and certified Ventyx partner for Ellipse version 5.2.3.7 and must show proof of certification to engage with the Authority on this project. The tasks outlined in the project require modifying Ellipse custom programs, reports, and interfaces; integrating Ellipse modules and functionality in the Authority's production environment; changing production processes; and deploying new Asset Management methodology into a live system without disruption of service to its customers and other mission-critical applications that interface with Ellipse. Furthermore, the Firm must have certified partner level of access to the Ventyx Response Center for fast and timely problem resolution. Therefore, the Authority is seeking the assurance of a Ventyx certified partnership in order to mitigate risks related to working in a live Ellipse production environment.

The Firm is required to use the Microsoft Suite of products for this project and for all document deliverables (i.e. MS Project, MS Word, MS Excel, MS PowerPoint, etc.). All deliverable documents that evolve throughout the life of the project are to be maintained by the Firm until the completion of the project and reflect the “As-Built” state at project completion.

Scope of Work

The project work plan, tasks, objectives, and specific deliverables required for this project are listed below.

Proposed Work Plan

The Authority shall provide the following staffing for this project:

- A Business Computing Solutions Specialist (BCSS) Lead for the Ellipse application as the main liaison and project lead for the Authority
- A Business Objects (BO) Report Developer and Universe Designer
- Technical support staff responsible for the Authority’s Infrastructure, Data Center, and Database Operations to resolve technical issues with assistance from the Firm
- Functional staff to work with the Firm on the project tasks

The Firm shall supply the following staffing to address this Scope of Work:

- Ellipse-Functional consultant(s) with hands-on expertise in the Ellipse Module pertaining to the task
- When more than one consultant is needed for the task, a lead consultant shall be designated as point of contact for each task and milestone signoff
- A programmer expert in COBOL, SQL, data extracts, data loads, Excel, Report Definition Language (RDL), and in writing technical documents in the form of a Data Interchange Plan (DIP)
- Technical and infrastructure support staff to work with the Authority’s technical support staff for prompt resolution of Ellipse problems/issues related to the Scope of Work

Project Management

The Firm shall supply the Authority with a high-level project schedule with milestones which incorporates the tasks the Authority has identified in this Scope of Work and any other tasks necessary for a successful solution, taking in consideration the priority order, dependencies, contingencies, etc. of the tasks in the project. The Firm’s Lead Technical Consultant and the Authority’s Ellipse BCSS Lead will use this plan as a means to control the project and measure and report progress from milestone to milestone until project completion. The Firm will maintain the schedule throughout.

The schedule should include milestones that, when reached, demonstrate significant points of progress in the project and which must be met before proceeding to the next milestone. The Firm will invoice the Authority per these milestones. Payments of invoices will be authorized when both the Firm's Lead Technical Consultant and the Authority's Ellipse BCSS Lead are in agreement as to their successful completion. A simple sign-off form for each milestone will signify this agreement.

The project will not be considered complete if problems persist with the solution or there are open issues logged with the Firm's Response Center even though all tasks in the project are done. The project will be deemed fully complete *only when* the implemented solution is working properly and as intended; all open issues, tickets, bug fixes, etc. have been resolved and closed; and all documentation and training has been delivered.

Project Details

The following tasks are to be performed for this project:

1. Project Kickoff Meeting
 - a. Review Project Scope of Work and task details
 - b. Discuss and provide Firm remote access to the Ellipse TEST server
 - c. Establish a Project Communications Plan between the Authority and the Firm for problem resolution and staff updates
 - d. Review Authority Data Center infrastructure configuration as it relates to Ellipse
 - e. Review Ellipse application, database, front-end and back-end configuration, environment setup, and constraints
 - f. Review technical requirements
2. Develop and maintain a Schedule Timeline
 - a. The Firm to develop a high level project schedule with milestones
 - b. The Firm to advise on the priority order, dependencies, contingencies, etc. of tasks in the project
 - c. The Authority team to review the timeline and provide feedback for change with agreement on the final version
 - d. The Firm to revise Project Schedule Timeline as needed through the life of the project to accommodate Functional staff's conflicts with their day-to-day tasks
3. Conduct Project Status Update
 - a. Project status update schedule shall be determined by the Ellipse BCSS Lead
 - b. The Firm to provide task progress update to the Project Sponsors for the Maintenance and Materials Streams, and appropriate staff
4. Update the Governing Documents
 - a. The Firm to update the Business Solution Design (BSD), Configuration Work Book (CWB), Data Interchange Plan (DIP), when applicable, to reflect the changes for this project

5. Project Completion/Post Go-Live Meeting
 - a. Review and recap lessons learned and opportunities for future improvements or enhancements
 - b. Gain consensus from the Leads that there are no remaining problems or issues with the solution and no tickets or bug fixes are still open for the Project with the Firm's Response Center
 - c. The Project Leads to conduct the final project signoff

Task Details

The following tasks are to be performed for each process improvement task in this project in addition to the implementation of tasks:

1. Task Kickoff Meeting
 - a. Review the task Scope of Work with the Functional staff
 - b. Determine an Authority Functional Lead for the task
 - c. Establish a task Communication Plan for reporting problems and bug fixes during the course of task implementation
 - d. Conduct site visit, if necessary
2. Training for each task
 - a. The Firm to prepare the training plan and training material
 - b. The Firm to deliver the training to all appropriate OCTA staff
3. Task Completion/Post Go-Live Meeting
 - a. Review and recap the completed task
 - b. Gain consensus from the Leads on the proper deployment and staff's understanding of the solution, and the receipt of all documentation and procedures from the Firm
 - c. Gain consensus from Leads that there are no remaining problems or issues with the solution and no tickets or bug fixes are still open for the task with the Firm's Response Center
 - d. The Leads to conduct the task signoff

Task 1: LinkOne

Resolve LinkOne issues at the Authority and integrate the latest compatible version of LinkOne with Ellipse 5.2.3.7 so it is functioning error-free from the Ellipse screens to help users rapidly find all parts and service information. The Authority's LinkOne version is 4.3.8 and the Authority has a valid publishing license. The Authority is currently getting errors when LinkOne is accessed from within the Ellipse screens. The Authority needs the errors fixed and LinkOne working smoothly; the appropriate and most up-to-date LinkOne books obtained from the manufacturer for the Authority's fleet of buses; users trained on the proper procedure of creating requisitions directly from LinkOne; and appropriate OCTA staff trained on future upkeep of LinkOne books.

Objectives:

- Improved maintenance team efficiency

- Improved business processes and productivity
- Reduced equipment downtime
- Enable maintenance users to raise their own requisitions

Deliverables:

- A smooth operating LinkOne system fully integrated with Ellipse on the latest compatible version with all issues resolved
- Support the Authority in obtaining LinkOne books from other transit agencies or other sources for specific make/model of equipment
- Provide Terms and Condition language to the CAMM Department to be used on all equipment purchases that are required to be in LinkOne format
- Work in conjunction with Authority staff to develop a plan for rolling out LinkOne to the Maintenance and Supply Chain at Authority depots for the purpose of using LinkOne for parts searching, requisitioning, etc.
- Assist with reviewing all original OEM parts and matching them to the Authority's inventory records
- Provide guidelines and procedures for on-going maintenance of LinkOne books
- Training for appropriate Authority staff in using LinkOne and maintaining LinkOne books

Task 2: Maintenance Planner

Assist and train the Authority on the proper roll out of the Maintenance Planner role. The function of maintenance planning makes possible dramatic improvements in maintenance productivity, which is vital in providing reliable equipment capacity and asset planning for the Authority's future. The Maintenance Planner will oversee the use of Ellipse Maintenance, Planning, and Scheduling principles and functions that will help the Authority make proactive and positive changes in its maintenance operations, save cost, reduce waste, ensure accuracy, and improve efficiencies of maintenance-related work. Moreover, the aspects of planning must be understood in the context of a system in order to avoid any frustrations later when undertaking an effort to put into action a planning function within the Authority's maintenance organization.

Assist the Authority in realizing the mission statement for the Maintenance Planner role: *"The Maintenance Planner enhances staff's capacity to complete work orders and avoid anticipated delays, improves on past jobs, and allows the scheduling of work. A work crew is ready to go immediately to work upon receiving a planned and scheduled assignment because all instructions, parts, tools, and related arrangements have been correctly identified. The right jobs are ready to go."*

Objectives:

- Ability to analyze and track rising cost on highly problematic equipment
- Better information for budgeting purposes
- Reduction in the number of job interruptions once work is started
- Ability to establish job goals for the work force
- Better work order analysis

- Build operations trust
- Better procedures defined
- Better monitoring of job status
- Better coordination of labor materials and schedules

Deliverables:

- Provide the Authority with formal job description for the Maintenance Planner role
- Provide guidelines and procedures for the activities and tasks performed by the Maintenance Planner
- Assist the Authority in the transition to the Maintenance Planner role
- Provide specialized training for the Maintenance Planner
- Training for applicable Authority staff on the new activities to support the Maintenance Planner

Task 3: Equipment Register

Assist and train the Authority in restructuring the Equipment Register. The Authority Equipment Register requires considerably more structure and the equipment items need reclassifying in order to improve the reporting of costs and performance. With a restructured Equipment Register, it will be possible to undertake equipment criticality assessment. There are approximately 4,421 active pieces of equipment currently defined.

It is important to restructure the Equipment Register correctly. The Equipment Register is the framework for the management of physical assets; it will determine where the data is collected and how the information will be reported. The correct coding of equipment provides the ability to easily identify and extract data. This data can be transformed into information to assist with decision making. Any changes can then be easily applied to similar asset types or classes. The Equipment Register must be maintained to a set of standards that meets the needs of all users of the EAM System.

The Authority will perform the following:

- Standardize equipment descriptions in accordance with the new policy
- Develop the proper equipment parent-child hierarchy structure
- Restructure equipment classes
- Update warranty information, nameplate data, alternative references, colloquial names, disposal information

Objectives:

- Better searching capabilities for the end users
- Uniformity of descriptive information
- Collection of production and operational data
- Improved number of access paths to the equipment
- Better warranty management
- Better cost control and budget requirements

- Improved reliability centered maintenance reporting
- Improved scheduling of maintenance strategies
- Traceability of rotatable items
- Improved reporting capabilities

Deliverables:

- Provide support and guidance for the creation of a new Equipment Register policy for the Authority's maintenance organizations
- Support the development for defining asset strategies for specific equipment classes
- Support the development of restructuring Equipment Classes
- Provide guidelines and procedures for on-going Equipment Register activities
- Training for appropriate Authority staff

Task 4: EGI Equipment/Component Profiles

Guide and train the Authority on the proper use of the Equipment Group Identifier (EGI) Equipment/Component Profiles; and update the historical work order codes since Ellipse Go-Live date of June 23, 2007 when existing codes were changed or replaced. The Authority currently does not make use of the component profile functionality in Ellipse. As a result, work order analysis cannot be conducted at the component level, consequently making it very difficult, if not impossible, to determine component failures or determine the remaining life of those components. The EGI module integrates and interacts with other maintenance processes in a way that makes it the cornerstone in the equipment operating and maintenance processes.

The Authority will perform the following:

- Update component code tables in Ellipse per procedures specified by the Firm
- Update component profiles for each make and model of Equipment/EGIs per procedures specified by the Firm

Objectives:

- Standardize description of equipment items
- Setup correct component structure of equipment items
- Setup correct parts list used to build (or replace) those components
- Configure tasks necessary to keep the equipment in operable condition
- Establish correct frequency of the maintenance (either according to manufacturer's recommendations or to local operating/environmental conditions)
- Maintain statistical profile of equipment
- Establish condition monitoring parameters
- Utilization of Caterpillar's component code structure

Deliverables:

- Provide support and guidance on the restructuring of the entire component code table in Ellipse
- Provide support and guidance for the creation of component profiles for each make and model of Equipment/EGIs
- Correction of historical work order codes since June 23, 2007 to reflect the newly configured codes
- Addition of expected life values (e.g. miles or days) to each component code when applicable
- Configuration of component codes to support Failure Modes and Effects Analysis (FMEA)
- Provide guidelines and procedures for on-going EGI Equipment/Component Profile activities
- Training for appropriate Authority staff

Task 5: Standard Jobs

Assist and train the Authority in the development of properly configured Standard Jobs. More Standard Jobs need to be created for reoccurring work to improve work standards, reduce costs, and also make work more efficient, resulting in more accurate tracking of vital maintenance information.

The Authority will create new Standard Jobs that contain job duration hours, job instructions, and material requirements.

Objectives:

- A standard approach to record the details of complex jobs for reoccurring work
- A faster and more efficient way of creating work orders
- A more accurate tracking of vital maintenance information
- Ensure that the correct material, trade, and equipment resources are quickly assigned to a job

Deliverables:

- Provide data analysis experience for the review of historical work orders and turning them into Standard Jobs
- Provide a workshop with the intent of making changes to Standard Jobs and Work Order codification tables to better meet Authority requirements.
- Provide guidelines and procedures for on-going Standard Jobs activities
- Training for appropriate Authority Staff

Task 6: Material Requirements

Implement and train Authority staff on the use of Material Requirements. Adding Material Requirements to work orders and Standard Job plans will help the Authority

streamline the requisitioning process by providing a faster and more efficient method of raising requisitions and not relying on stores.

The Authority will update all Standard Jobs with material requirements.

Objectives:

- Identification of correct materials necessary to execute a variety of maintenance tasks
- Automatically generate requisitions for parts required to complete a task and identify those parts and quantities needed in a single action
- Ability to better analyze cost estimates for materials
- Enable maintenance users to raise their own requisitions for the correct material

Deliverables:

- Support the generating of parts lists from Original Equipment Manufacturer (OEM) parts catalogs
- Support the creation of SQL extractions of parts previously ordered against past work orders to equipment to be used to create new material requirements
- Provide procedures for on-going Material Requirement activities
- Training for appropriate Authority staff

Task 7: Maintenance Strategy Support System Module

Implement and train Authority staff on the use of Maintenance Strategy Support System (MSSS). It is important to understand the consequences of failures. It is also essential to develop a strategy that balances cost with risk. This is normally achieved through the application of the principles of Reliability Centered Maintenance (RCM), a structured methodology used to analyze how equipment can fail and, depending on the consequences of that failure, arrive at a maintenance strategy to prevent major failings from happening. Applying the correct level of maintenance to equipment can have advantages such as minimizing down-time or reducing maintenance cost.

The Authority will perform the following:

- Load of maintenance strategies into the Ellipse MSSS
- Load initial set of Failure Codes into Ellipse

Objectives:

- Ability to analyze how equipment can fail
- Visibility of the consequences of failures
- Ability to capture equipment failure details
- Ability to determine an appropriate maintenance strategy to prevent the failure from happening
- Prevent major equipment failures by applying the correct level of maintenance

- Ability to apply cause and effect or failure and consequence coding to Work Orders
- Identify failures that can be predicted accurately

Deliverables:

- Provide the Authority with an initial set of Failure Codes for Ellipse
- Provide guidance on loading maintenance strategies into Ellipse, including interfacing with third-party applications
- Provide guidelines and procedures for on-going MSSS strategies
- Training for appropriate Authority staff

Task 8: Condition Monitoring Module

Introduce and train Authority staff on the use of Condition Monitoring for predictive maintenance strategies. The Ellipse Condition Monitoring module helps prevent costly equipment failure. Additionally, prediction of the time to failure (remaining life) can be made, allowing appropriate maintenance activities to be scheduled.

The Condition Monitoring module enables equipment condition data to be recorded and analyzed. Its purpose is to prevent costly equipment failure and to avoid the consequences of that failure, such as damage to additional parts. Any range or type of measurements may be set up, including vibration, temperature, insulation, thickness, clearances, wear metals in oil, and oil viscosity. Additionally, prediction of the time-to-failure (remaining life) can be made, allowing appropriate maintenance activities to be scheduled. The Ellipse Condition Monitoring module interacts with the Preventative Maintenance applications to allow condition monitoring tests to be scheduled along with other preventative maintenance routines.

The Authority will perform the following:

- Obtain all possible electronic files of predictive data being gathered by Authority's vendors (e.g. oil analysis, vibration, etc.) to be integrated into Ellipse Condition Monitoring module for reporting and analysis purposes
- Create Condition Monitoring activities based on condition assessments to record measurements (e.g. wear, vibration, etc.)
- Create an Asset Policy specifying which component/part will be maintained under a predictive maintenance strategy
- Benchmark current reactive versus proactive work
- Create condition monitoring sets to collect various readings (e.g. wear measurements, temperature, etc.)
- Create Ellipse table files of measurement types
- Gather OEM recommendations

Objectives:

- Enable equipment condition data to be recorded and analyzed
- Aid in preventing costly equipment failure
- Provide a comparison of pre-defined alarm levels with actual readings

- Provide the prediction of the time-to-failure (remaining life)
- Process alarms exceeding tolerable limits into condition-based work orders

Deliverables:

- Provide support to the Authority in communicating with its vendor data extracts and loads
- Assist the Authority with the creation of Condition Monitoring sets
- Provide assistance in the creation of an Asset Maintenance policy
- Provide assistance in determining reactive work versus proactive work
- Provide guidelines and procedures for Condition Monitoring activities
- Training for appropriate Authority staff

Task 9: Maintenance Efficiency, Effectiveness, and Cost Reports

Assist the Authority in identifying and creating reports to measure maintenance effectiveness, which is a measurement of the ratio of proactive to reactive tasks. This report can be written to measure the efficiency of each process step. RCM-based analysis can be provided in the report using the system failure codes. Preventative Maintenance (PM) effectiveness can analyze the amount of corrective work found as a result of undertaking PM tasks.

The Authority will write and produce all queries and reports that are required for the project.

Objectives:

- A measurement of proactive work versus reactive work
- Cost displayed in categories represented by the various maintenance types

Deliverables:

- Provide sample effectiveness, efficiency, cost, and other performance-related reports that can be used to monitor the progress of the business changes outlined in this document
- Assist in identifying Ellipse data fields for the new reports
- Provide guidelines and procedures for Effectiveness, Efficiency, Cost, and other Performance-related reports and on-going activities
- Review any reporting requirements documentation that is produced for accuracy
- Training for appropriate Authority staff

Task 10: Lifecycle Costing

Determine missing costing activities for various maintenance functions and determine which costing components should be included or excluded in bus series 12-year lifecycle costs. The Authority has many maintenance activities where the cost and/or the

activities themselves are not being captured at the work order or equipment level. A review of various business documents and processes is required to identify missing maintenance activities and costs. Known activities and types where cost is not being captured back to the equipment include, but are not limited to, the following:

- Fuel & Fluids (coolant, oils, etc.)
- Campaign Work
- Contractor Work and Services
- Warranty Repairs
- Rebuild Work on Blanket Purchase Orders (PO)
- Electrical Cost
- Tire Leasing
- Energy for CNG buses

The Authority will write and produce all queries and reports that are required for the project.

Objectives:

- Obtain true equipment lifecycle costing
- Get optimized costs of operating equipment
- Ability to perform analysis to ensure that conclusions and recommendations are feasible

Deliverables:

- Review existing business documents and processes and make further recommendations on process improvements to facilitate capturing more work activity and cost in Ellipse
- Assist in creating new reports to gather and calculate costs
- Provide guidelines and procedures for Lifecycle costing of on-going activities
- Review any Reporting Requirements documentation that is produced for accuracy
- Training for appropriate Authority staff

Task 11: PO Print Custom Batch Program

The Authority currently has a custom PO Print Batch program (OCB222) and a PO Print program (OCRPOPA). The modified programs support the printing of “draft” POs for review prior to submitting to the Authority’s vendor. The custom PO Print Batch program restricts the input parameters so that only one PO at a time can be submitted for “draft” or “normal” printing functions.

The Authority desires to return to the standard Ellipse MSB222 functionality for printing of regular POs so that a variety of input parameters can be used to select POs for transmittal to the Authority’s vendor. Also, the printing of a “draft” PO needs to be preserved and will be accomplished by creating a copy of the existing PO Print program (OCRPOPA) in existing technology format and building report request parameters using existing standard Ellipse functionality. Additionally, the existing PO Print program

(OCRPOPA) will need to be slightly modified to accommodate the printing of the PO Change Control Number instead of the PO Version Number in the header of the PO; and for each line item on the PO the Manufacturer Codes and Part Number combinations being awarded, certain Reference Code information (CAMM NET Solicitation Number), and Vendor Lead Time.

Objectives:

- Return to the standard Ellipse MSB222 PO Print Program with its multiple parameters to print POs
- Retain the ability to print “draft” mode POs
- Enhance the printed version of the PO
- Use PO Change Control Number on the PO header instead of PO Version Number
- Print Manufacturer Codes and Part Numbers being awarded for each line item on the PO
- Print CAMM NET Solicitation Number for each line item on the PO
- Print Manufacturer Codes and Part Numbers on printed POs

Deliverables:

- Enable the MSB222 to initiate the modified OCRPOPA PO Print Program
- Create a copy of the OCRPOPA for “draft” PO Printing Purposes, with its own input parameters, so that it can be submitted directly from Ellipse
- Include the data changes in the PO print file that is sent from Ellipse to Capella
- Modify the existing OCRPOPA to include printing of the Manufacturer Codes and Part Number combinations, Change Control Number instead of PO Version Control Number, CAMM NET Solicitation Number from the Reference Code Information, and Vendor Lead Time
- Update the existing Document Interchange Plan (DIP) document to describe the technical specifications of the work performed in the format conforming to the Authority’s existing DIPs

Task 12: Requisitions and Agreements Interface Program (from Ellipse to CAMM NET)

Modify the existing custom interface program (OCBREQ) to extract additional data fields to send from Ellipse to CAMM NET (Authority’s on-line procurement website). The additional fields are: Item Name, Part Number, Mnemonic, and Stock Code. This enhancement will eliminate several manual steps to verify part number information as part of the bidding process and thereby will make the PO award process faster and more efficient within the CAMM Department. It will also eliminate the need to maintain this information in the description of the stock item.

There is currently a custom interface that extracts data from Ellipse and sends it to CAMM NET. The current interface logic that sends Manufacturer Codes and Part Number information to CAMM NET takes Manufacturer Code and Part Number combinations from the associated MSF210 Record. The problem with this methodology is that MSF210 records are Stock Code and Supplier specific. However, all possible

combinations of Manufacture Code and Part Number records exist on the MSF110 Master Part Number file. This modification will select the Manufacturer Code and Part Number combinations from the MSF110 Master Part Number file.

The following rules will be observed:

Select all Manufacturer Code and Part Number combinations associated with a Stock Code from the MSF110 table where:

The MSF110 PREF-PART-IND <> 99 and
The MSF110 DSTRCT-CODE = "SPACES"
or
The MSF110 PREF-PART-IND = 00 and
The MSF110 DSTRCT-CODE = "SPACES"

Objectives:

- Enhance the Ellipse to CAMM NET interface (OCBREQ) to make the PO award process faster and more efficient

Deliverables:

- Modify the data extract file as specified to send additional fields from Ellipse to CAMM NET via the interface program (OCBREQ)
- Update the existing DIP document to describe the technical specifications of the work performed in the format conforming to the Authority's existing DIPs

Task 13: Bid Award Interface Program (from CAMM NET to Ellipse)

Modify the existing custom interface program (OCBCAM) to apply the PO consolidation rules properly. The Authority uses CAMM NET to post and award bids to the Authority's vendors. This custom interface carries data between CAMM NET and Ellipse.

There is currently a bug in the interface program whereby Ellipse is assigning stock code record rows (Recommended Orders) to an already printed PO Number instead of creating a new Proforma Number to the newly awarded PO. This needs to be fixed.

Objectives:

- Fix the bugs in the Ellipse side of the bid award interface (OCBCAM)

Deliverables:

- Enable the PO consolidation rules in the interface program (OCBCAM) to work properly on the newly awarded POs
- Update the existing DIP document to describe the technical specifications of the work performed in the format conforming to the Authority's existing DIPs

Task 14: Bus Mileage Statistics

The Authority currently captures bus miles on a daily basis via the EJ Ward Fuel & Oil interface. These are loaded into the Ellipse system via the Operating Statistics module

for Statistic Type = “MI” (Miles) and the Bus Equipment Number. While the Authority has visibility of the current mileage, there is no record of the completion mileage for a Work Order. The Authority needs the ability to view and print the bus mileage statistics in both instances when a Work Order is created and when it is completed or cancelled.

The new functionality can be accomplished by making use of the Reference Codes tab on the MSQ620 Work Order screen to capture and view the mileages and to print them on the Authority’s custom Job Card Report (OCR621). The new functionality will automatically capture the current bus miles in a new “Work Order Creation” Reference Code whenever a new Work Order is created and in a new “Work Order Completion” Reference Code whenever a Work Order is completed or cancelled. The miles will be captured from the Operating Statistics data (see MSO401 for more details) as of the date the Work Order is created and completed or cancelled, whichever the case may be, and will remain a permanent record for the Work Order. If the Work Order has not been completed then “Work Order Completion” field will be left blank.

Additionally, a housekeeping job is required to build the mileage history to the Work Orders since Ellipse Go-Live date of June 23, 2007. The user can go back in history since Go-Live to any bus Work Order and view the bus miles as of the date that the Work Order was created and completed or cancelled.

Objectives:

- Gain visibility of the “point-in-time” bus mileage when a Work Order is created and when it is completed or cancelled.

Deliverables:

- Record the current bus miles on the work order at time of creation
- Record the current bus miles on the work order at time of completion or cancellation
- Add the bus miles at work order completion to the custom Job Card Report (OCR621)
- Print the Job Card Report (OCR621) with mileage fields added
- Use a housekeeping program to build all the mileage records for already completed or currently in progress work orders since June 23, 2007
- Create a new DIP document to describe the technical specifications of the work performed in the format conforming to Authority’s existing DIPs
- Training for appropriate Authority staff

Task 15: Warranty Reports

Modify the three (3) existing warranty reports so they work as originally intended. These reports were written in Business Objects (BO) as part of the Ellipse implementation project and do not work. The Authority wants to use these reports to track parts under warranty and gain visibility of failure trends, parts life cycle data, warranty recovery cost, parts replacement cost, etc. This would not only benefit the

Authority's maintenance team but would assist the Materials Management section in the planning of parts replenishment.

These reports are OCAWAR (Warranty Adjustment Report), OCAWSD (Warranty Status Detail for Serialized Parts), and OCAWPA (Warranty Parts Analysis Report for Non-Serialized Parts).

Objectives:

- Warranty reports to be operational and useful as intended at Ellipse implementation
- Gain visibility of failure trends, parts life cycle data, warranty recovery cost, parts replacement cost, etc.

Deliverables:

- Fix the bugs in the 3 BO Warranty reports to work seamlessly with Ellipse
- Warranty reports to provide the ability to track parts under warranty and obtain necessary information related to these parts

Facility Access

Upon mutual agreement between the Firm and the Authority, work shall be performed either on-site at the Authority's offices or via a secure remote access solution. Any additional hardware or software required to provide the secure remote access solution shall be the responsibility of the Firm.

When it is determined that work must take place at the Authority, the Firm shall notify the Authority's Lead or the backup designated point-of-contact in advance of commencement of work. Normal business hours at the Authority's administrative offices located in Orange are from 8:00 a.m. to 5:00 p.m. Monday through Friday, and the address is:

600 South Main Street
Orange, CA 92868

The Ellipse staff at the Authority's bus bases operates at different shift times, in a 24x7 operation, and the Firm may be required to work outside the normal business hours if needed for the project. The bus bases are within easy driving distance from the administrative offices in Orange.

The Firm's staff shall conduct themselves in a professional manner at all times and adhere to the Authority's dress code, electronic mail, internet usage, and smoking policies. The identification badge assigned to the Firm must be visible at all times while on duty.

The Authority shall provide reasonable office space and equipment as currently provided to Authority staff. This includes a designated cubical, office supplies, telephone, desktop software, and computer equipment. Use of the Authority's telephones shall be limited to local telephone service. Calls outside of the toll-free area shall be the financial responsibility of the Firm.

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET**REQUEST FOR PROPOSALS (RFP) 3-1745**

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, profits, and tax, as well as be inclusive of all anticipated costs and/or expenses. The Authority's intention is to award a firm-fixed price contract.

| Tasks | Description | Firm-Fixed Price |
|-------------------------------|--|-------------------------|
| 1 | LinkOne | \$_____ |
| 2 | Maintenance Planner | \$_____ |
| 3 | Equipment Register | \$_____ |
| 4 | EGI Equipment/Component Profiles | \$_____ |
| 5 | Standard Jobs | \$_____ |
| 6 | Material Requirements | \$_____ |
| 7 | Maintenance Strategy Support System Module | \$_____ |
| 8 | Condition Monitoring Module | \$_____ |
| 9 | Maintenance Efficiency, Effectiveness, and Cost Reports | \$_____ |
| 10 | Lifecycle Costing | \$_____ |
| 11 | PO Print Custom Batch Program | \$_____ |
| 12 | Requisitions and Agreements Interface Program (from Ellipse to CAMM NET) | \$_____ |
| 13 | Bid Award Interface Program (from CAMM NET to Ellipse) | \$_____ |
| 14 | Bus Mileage Statistics | \$_____ |
| 15 | Warranty Reports | \$_____ |
| Total Firm-Fixed Price | | \$_____ |

-
1. I acknowledge receipt of RFP 3-1745 and Addenda No.(s) _____
 2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

EXHIBIT C: PROPOSED AGREEMENT

PROPOSED AGREEMENT NO. C-3-1745

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

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

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from FIRM to assist with business process improvements and interface updates to AUTHORITY's Enterprise Asset Management System; and

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

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

WHEREAS, FIRM wishes to perform these services;

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

ARTICLE 1. COMPLETE AGREEMENT

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

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

EXHIBIT C

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

Names**Functions**

17
18
19
20
21 C. No person named in paragraph B of this Article, or his/her successor approved by
22 AUTHORITY, shall be removed or replaced by FIRM, nor shall his/her agreed-upon function or level of
23 commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the
24 services of any key person become no longer available to FIRM, the resume and qualifications of the
25 proposed replacement shall be submitted to AUTHORITY for approval as soon as possible, but in no
26 event later than seven (7) calendar days prior to the departure of the incumbent key person, unless

EXHIBIT C

FIRM is not provided with such notice by the departing employee. AUTHORITY shall respond to FIRM within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

ARTICLE 4. TERM OF AGREEMENT

This Agreement shall commence upon execution by both parties, and shall continue in full force and effect through June 30, 2015, unless earlier terminated or extended as provided in this Agreement.

ARTICLE 5. PAYMENT

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

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

| <u>Tasks</u> | <u>Description</u> | <u>Firm-Fixed Price</u> |
|--------------|---|-------------------------|
| 1 | LinkOne | .00 |
| 2 | Maintenance Planner | .00 |
| 3 | Equipment Register | .00 |
| 4 | EGI Equipment/Component Profiles | .00 |
| 5 | Standard Jobs | .00 |
| 6 | Material Requirements | .00 |
| 7 | Maintenance Strategy Support System Module | .00 |
| 8 | Condition Monitoring Module | .00 |
| 9 | Maintenance Efficiency, Effectiveness, and Cost Reports | .00 |
| 10 | Lifecycle Costing | .00 |
| 11 | PO Print Custom Batch Program | .00 |

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EXHIBIT C

| | | |
|---------------------------------------|---|-------------------|
| 12 | Requisitions and Agreements Interface Program (from | .00 |
| | Ellipse to CAMM NET) | |
| 13 | Bid Award Interface Program (from CAMM NET to | .00 |
| | Ellipse) | |
| 14 | Bus Mileage Statistics | .00 |
| 15 | Warranty Reports | <u>.00</u> |
| TOTAL FIRM-FIXED PRICE PAYMENT | | <u>.00</u> |

C. FIRM shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by FIRM. Percentage of work completed shall be documented in a monthly progress report prepared by FIRM, which shall accompany each invoice submitted by FIRM. FIRM 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 FIRM has documented to AUTHORITY's satisfaction, that FIRM 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 FIRM's work under such task; final acceptance shall occur only when AUTHORITY's release of the retention described in paragraph D.

D. As partial security against FIRM's failure to satisfactorily fulfill all of its obligations under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice submitted for payment by FIRM. All retained funds shall be released by AUTHORITY and shall be paid to FIRM within sixty (60) calendar days of payment of final invoice, unless AUTHORITY elects to audit FIRM's records in accordance with Article 16 of this Agreement. If AUTHORITY elects to audit, retained funds shall be paid to FIRM within thirty (30) calendar days of completion of such audit in an amount reflecting any adjustment required by such audit. During the term of the Agreement, at its sole discretion, AUTHORITY reserves the right to release all or a portion of the retained amount based on FIRM'S satisfactory completion of certain milestones. FIRM shall invoice AUTHORITY for the release of the

1 retention in accordance with ARTICLE 5.

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

- 7 1. Agreement No. C-3-1745;
- 8 2. Specify the task number for which payment is being requested;
- 9 3. The time period covered by the invoice;
- 10 4. Total monthly invoice (including project-to-date cumulative invoice amount); and
11 retention;
- 12 5. Monthly Progress Report;
- 13 6. Certification signed by the FIRM or his/her designated alternate that a) The invoice
14 is a true, complete and correct statement of reimbursable costs and progress; b) The backup
15 information included with the invoice is true, complete and correct in all material respects; c) All
16 payments due and owing to subcontractors and suppliers have been made; d) Timely payments will
17 be made to subcontractors and suppliers from the proceeds of the payments covered by the
18 certification and; e) The invoice does not include any amount which FIRM intends to withhold or retain
19 from a subcontractor or supplier unless so identified on the invoice.
- 20 7. Any other information as agreed or requested by AUTHORITY to substantiate the
21 validity of an invoice.

22 **ARTICLE 6. MAXIMUM OBLIGATION**

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

Agreement.

ARTICLE 7. NOTICES

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

To FIRM:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Iris Mendoza

(714) 560 – 5786

lmendoza@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

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

ARTICLE 9. INSURANCE

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

EXHIBIT C

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

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

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

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

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

10 B. Proof of such coverage, in the form of an insurance company issued policy endorsement
11 and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of
12 any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days
13 from the effective date of this Agreement with the AUTHORITY, its officers, directors, employees and
14 agents designated as additional insured on the general and automobile liability. Such insurance shall
15 be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.

16 C. FIRM shall include on the face of the Certificate of Insurance the Agreement No. C-3-1745;
17 and, the Contract Administrator's Name, Iris Mendoza.

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

20 E. FIRM shall immediately notify AUTHORITY of any modifications or cancellations of any
21 required insurance policies.

22 **ARTICLE 10. ORDER OF PRECEDENCE**

23 Conflicting provisions hereof, if any, shall prevail in the following descending order of
24 precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP
25 3-1745; (3) FIRM's proposal dated _____; (4) all other documents, if any, cited herein or
26 incorporated by reference.

ARTICLE 11. CHANGES

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

ARTICLE 12. DISPUTES

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

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

C. Pending final decision of a dispute hereunder, FIRM shall proceed diligently with the performance of this Agreement and in accordance with the decision of AUTHORITY's Director, CAMM. This Disputes clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the

1 decision of any AUTHORITY official or representative on a question of law, which questions shall be
2 settled in accordance with the laws of the state of California.

3 **ARTICLE 13. TERMINATION**

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

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

17 **ARTICLE 14. INDEMNIFICATION**

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

24 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

25 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
26 FIRM either voluntarily or by operation of law, nor may all or any part of this Agreement be

EXHIBIT C

subcontracted by FIRM, without the prior written consent of AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve FIRM of its obligations to comply fully with all terms and conditions of this Agreement.

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

Subcontractor Name/Addresses**Subcontractor Amounts**

.00

.00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

ARTICLE 17. CONFLICT OF INTEREST

FIRM agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, FIRM is unable, or potentially unable, to render impartial assistance or advice to AUTHORITY; FIRM's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or FIRM has an unfair

1 competitive advantage. FIRM is obligated to fully disclose to AUTHORITY in writing Conflict of
2 Interest issues as soon as they are known to FIRM. All disclosures must be submitted in writing to
3 AUTHORITY pursuant to the Notice provision herein. This disclosure requirement is for the entire
4 term of this Agreement.

5 **ARTICLE 18. CODE OF CONDUCT**

6 FIRM agrees to comply with AUTHORITY's Code of Conduct as it relates to Third-Party
7 contracts which is hereby referenced and by this reference is incorporated herein. FIRM agrees to
8 include these requirements in all of its subcontracts.

9 **ARTICLE 19. FEDERAL, STATE AND LOCAL LAWS**

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

13 **ARTICLE 20. EQUAL EMPLOYMENT OPPORTUNITY**

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

21 **ARTICLE 21. PROHIBITED INTERESTS**

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

25 **ARTICLE 22. OWNERSHIP OF REPORTS AND DOCUMENTS**

26 A. The originals of all letters, documents, reports and other products and data produced under

EXHIBIT C

1 this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made
2 for FIRM's records but shall not be furnished to others without written authorization from AUTHORITY.
3 Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be
4 retained by AUTHORITY.

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

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

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

20 A. In lieu of any other warranty by AUTHORITY or FIRM against patent or copyright
21 infringement, statutory or otherwise, it is agreed that FIRM shall defend at its expense any claim or suit
22 against AUTHORITY on account of any allegation that any item furnished under this Agreement or the
23 normal use or sale thereof arising out of the performance of this Agreement, infringes upon any
24 presently existing U. S. letters patent or copyright and FIRM shall pay all costs and damages finally
25 awarded in any such suit or claim, provided that FIRM is promptly notified in writing of the suit or claim
26 and given authority, information and assistance at FIRM's expense for the defense of same. However,

1 FIRM will not indemnify AUTHORITY if the suit or claim results from: (1) AUTHORITY's alteration of a
2 deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S.
3 letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided
4 by FIRM when such use in combination infringes upon an existing U.S. letters patent or copyright.

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

12 **ARTICLE 24. FINISHED AND PRELIMINARY DATA**

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

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

ARTICLE 25. FORCE MAJEURE

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

ARTICLE 26. HEALTH AND SAFETY REQUIREMENT

FIRM shall comply with all the requirements set forth in Exhibit E, Level 1 Safety Specifications.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-3-1745 to be executed on the date first above written.

FIRM

By _____

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____

Carolina Coppolo
Manager, Contracts and Procurement

APPROVED AS TO FORM:

By _____

Kennard R. Smart, Jr.
General Counsel

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

Name

Date

Title

EXHIBIT E: SAFETY SPECIFICATIONS

LEVEL 1 SAFETY SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

G. INJURY AND ILLNESS PREVENTION PLAN

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

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

1.2 HAZARD COMMUNICATION

- A. Consultant shall comply with CCR Title 8, Section 5194, Hazard Communication Standard. Prior to use on Authority property and/or project work areas Consultant shall provide the Authority Project Manager copies of MSDS for all chemical products used if any.
- B. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents:
 - 1. Damage to Authority property (or incidents involving third party property damage);
 - 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
 - 3. Incidents impacting the environment, i.e. spills or releases on Authority property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An initial written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days, and include the following information. The current status of anyone injured, photos of the incident area, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

1.4 PERSONAL PROTECTIVE EQUIPMENT

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

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

1.5 REFERENCES

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

END OF SECTION