

REQUEST FOR PROPOSALS (RFP) 1-3516

EMPLOYEE SERVICE AWARDS



**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 26, 2021
Question Submittal Date:	June 7, 2021
Proposal Submittal Date:	July 8, 2021

TABLE OF CONTENTS

SECTION I: INSTRUCTIONS TO OFFERORS	1
SECTION II: PROPOSAL CONTENT	7
SECTION III: EVALUATION AND AWARD	14
EXHIBIT A: SCOPE OF WORK.....	17
EXHIBIT B: COST AND PRICE FORMS	19
EXHIBIT C: KEY CONTRACTUAL TERMS	23
EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM	25
EXHIBIT E: SAFETY SPECIFICATIONS	27
EXHIBIT F: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS.....	29



May 26, 2021

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 1-3516: “EMPLOYEE SERVICE AWARDS”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide employee service awards on an as-needed basis.

The budget for this project is \$130,000 for a five (5)-year term.

Proposals must be submitted electronically through the following URL link: [https://www.octa.net/Proposal Upload Link](https://www.octa.net/Proposal_Upload_Link) at or before 2:00 p.m. on July 8, 2021. Select “RFP 1-3516” from the drop-down menu and follow the instructions as prompted.

PLEASE NOTE:

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

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

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

To receive all further information regarding this RFP 1-3516, firms and subconsultants must be registered on CAMM NET with the following commodity code for this solicitation selected as part of the vendor’s on-line registration profile:

Category: Marketing, Advertising & Media Services
Commodity: Promotional Items

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

The Authority reserves the right to revise the RFP documents. 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 communication and/or contacts with Authority staff regarding this RFP are to be directed to the following Contract Administrator:

Agueda Perez, Contract Administrator
Contracts Administration and Materials Management Department
Phone: 714.560. 5627
Email: aperez@octa.net

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

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, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received via email to aperez@octa.net no later than 5:00 p.m., on June 7, 2021.
- b. Requests for clarifications, questions and comments must be clearly labeled, "RFP 1-3516 Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than June 10, 2021. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing the request to Agueda Perez, 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 the following commodity code for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Marketing, Advertising & Media Services	Promotional Items

Inquiries received after 5:00 p.m. on June 7, 2021 will not be responded to.

E. SUBMISSION OF PROPOSALS**1. Date and Time**

Proposals must be submitted electronically through the following URL link: https://www.octa.net/Proposal_Upload_Link at or before 2:00 p.m. on

July 8, 2021. Select “RFP 1-3516” from the drop-down menu and follow the instructions as prompted.

PLEASE NOTE:

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

2. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

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. Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the contract.

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 time-and-expense for individual items specified in the Scope of Work, included in the RFP as Exhibit A. The Agreement will have a five-year term.

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.

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

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

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. 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 Agueda Perez, 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, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing

capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

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

b. Proposed Staffing and Project Organization

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

Offeror to:

- (1) Identify key personnel proposed to perform the work and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (4) 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 services 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 services and specify who would perform them.
- (3) Furnish a project schedule for completing the services 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 technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

4. Cost and Price Proposal

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services for each work item 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 time-and-expense contract specifying rates for individual items in the Scope of Work.

5. Appendices

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

B. FORMS

1. Status of Past and Present Contracts Form

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

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate.

2. Proposal Exceptions and/or Deviations Form

Offerors shall complete the form entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submit it as part of the original proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting

the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

- 1. Qualifications of the Firm 30%**

Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
- 2. Staffing and Project Organization 20%**

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

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

Reasonableness of the rates; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established July 28, 2021, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion.

The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

At the conclusion of the evaluation process, the evaluation committee will recommend to Authority's management the Offeror whose proposal is most advantageous to the Authority.

C. AWARD

The Authority may negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) business days of notification of the contract award.

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

SERVICE AWARDS PROGRAM

BACKGROUND

The Orange County Transportation Authority (OCTA) has a Service Award Program in place that honors employees at five (5) year increments from five (5) years to forty (40) years. We also recognize one (1)-year and three (3)-year service anniversaries with a pre-determined award. This program honors Coach Operators, Maintenance and Administrative employees.

Employees with five (5) years of service receive a service pin with an engraved OCTA logo. All employees receiving at least a ten (10)-year service award are invited to an awards ceremony where they receive a packet that contains a letter signed by the Chief Executive Officer, a certificate, and a catalog in which an award may be selected.

An employee also has the option to choose a service pin with the OCTA logo (engraved) instead of a catalog item.

The stone denotes the number of years of service:

5 years	simulated ruby	1/10 10K gold filled pin
10 years	simulated emerald	1/10 10K gold filled pin
15 years	one diamond	1/10 10K gold filled pin
20 years	two diamonds	1/10 10K gold filled pin
25 years	three diamonds	1/10 10K gold filled pin
30 years	four diamonds	1/10 10K gold filled pin
35 years	five diamonds	1/10 10K gold filled pin
40 years	six diamonds	1/10 10K gold filled pin

OCTA has approximately 1,500 employees with 825 Coach Operators, 225 Mechanics and 450 Administrative employees.

PROGRAM DESCRIPTION

The Service Award Program is a catalog-based program that allows employees to choose from a specific group of items depending on the years of service, with the exception of one (1), three (3) and five (5) year awards.

1. One (1) and three (3) year award packets shall include a certificate and an OCTA key chain for one (1) year, and a certificate and OCTA pen for three (3) years. The key chain and pen shall be put into a gift box and labeled accordingly.

**RFP 1-3516
EXHIBIT A**

2. The five (5) year award packet will contain a simulated ruby pin along with a certificate. The pin shall be put into a pouch or gift box.
3. At ten (10) year or more service years each employee shall receive a packet with a certificate and will be able to choose an award from the catalog provided in the packet or on a website.
4. All packets are to be delivered to the Authority's Employee Programs Administrator at the beginning of each quarter according to employee anniversary date.
5. The catalog is to be designed and produced by the Firm with phrasing on certificates to be determined by the Firm and approved by the Authority's Employee Programs Administrator. The catalog shall include brand names and depict pictures of the award items with a description.
6. In the catalog there shall be instructions for selecting and ordering from the catalog and will allow employees to either mail their selection to the Firm, call or place an online order.
7. No expiration date shall be placed on the award selection.
8. The items to be included in the catalog are to be selected by the Firm with OCTA's approval. Any substitutions shall be approved by OCTA.

AWARD SELECTIONS & SPECIFICATIONS

1. Selections offered shall include electronics, small appliances, apparel, jewelry, and other items for each plateau of service (10, 15, 20, 25, 30, 35, 40).
2. Choices in all price ranges shall include selections suitable for:
 - Both home and office
 - Both males and females in equal proportion
 - Recreation, health, and travel
3. There shall be a minimum of fifteen (15) or more catalog choices in each plateau of service. A listing of the awards for each year plateau shall be included, showing a brief description of each award and a price.
4. Choices in the catalog shall be grouped separately for each year plateau and displayed by color photographs in a separate brochure, with sufficient description provided for each item.
5. All jewelry items shall be put in award boxes.
6. All catalog items shall be gift wrapped.

**RFP 1-3516
EXHIBIT A**

7. Certificates shall be 8 ½ x 11 and should come in a certificate holder that can be displayed.
8. Shipping charges are to be billed separately and not to be included in the award cost.
9. Sales tax is to be billed separately and shall not be included in the award cost.
10. The Firm shall accept the return of all awards for full credit in the event the recipient has left OCTA and is no longer eligible to accept the item.
11. The Firm shall provide an unconditional lifetime guarantee for all jewelry and three-year guarantee for all watches, clocks and similar items.
12. The Firm shall provide a label on the outside wrapping of each award with the name of the recipient, department/location, award date, and years of service.
13. No substitutions of award items published in the catalog shall be made without prior approval of the OCTA Employee Programs Administrator.

BUDGET

The budget allocated for this project is approximately \$26,000 per calendar year which needs to include pins, catalog awards, certificates, shipping and tax. There will be approximately 340 employees that will need to receive a service award each year. The average yearly breakdown is as follows:

1 year	57 employees	\$25 x 57 = \$1425
3 years	44 employees	\$30 x 44 = \$1320
5 years	52 employees	\$50 x 52 = \$2600
10 years	35 employees	\$74 x 35 = \$2590
15 years	76 employees	\$88 x 76 = \$6680
20 years	37 employees	\$110 x 37 = \$4070
25 years	9 employees	\$140 x 9 = \$1260
30 years	22 employees	\$190 x 22 = \$4180
35 years	5 employees	\$225 x 5 = \$1125
40 years	3 employees	\$250 x 3 = \$750

AWARD DELIVERY

The Firm shall deliver employees' catalog award items to the Authority's Employee Program Administrator located at 600 S. Main St., Orange, CA 92868. All award

selections shall be received boxed and pre-wrapped and be shipped at least once a month with no restrictions to order frequency or size of order.

REPORT

Along with each shipment, the Firm shall provide the Authority with an itemized report of award items that were shipped, and their quantities along with the employees' names.

CURRENT EMPLOYEE SERVICE AWARDS AND SPECIFICATIONS

1- Year Keychain/Fob (see Attachment A)

1. The approximate height for the keychain/fob is **3 inches**.
2. The approximate width for the keychain/fob is **1-1/2 inches** at the widest point.
3. The letters "**OCTA**" shall be on the keychain/fob.
4. Item size is a standard global size.
5. The keychain/fob is silver plated.

*A substitute 1 year gift may be proposed after award is made.

3- Year Enamel Pen (see Attachment B)

1. The approximate length for the pen is **5-1/2 inches**.
2. The approximate width for the pen is approximately ½ inch at the widest point.
3. The letters "**OCTA**" shall be on the pen.
4. The pen size is standard global size.
5. The pen is a black tone.

*A substitute 3 year gift may be proposed after contract award is made.

5- Year Enamel Pin (see Attachment C)

1. The approximate height for the service award pin is **9/16 inch**.
2. The approximate width for the service award pin is **7/16 inch**.
3. The jewel for 5 years, 10 years, 15 years, 25 years and 30 years shall be centered below the letters "**OCTA.**"
4. The thickness is .063. The dimensions are 11 mm x 15 mm.
5. Pins shall be packed in individual plastic sealed bags.

DESCRIPTION OF SERVICE AWARD PINS

5-Year Pins – 1/10 10k gold-filled OCTA pin with synthetic 3 point Ruby, with spring clutch.

*A substitute 5 year gift may be proposed after contract award is made.







EXHIBIT B: COST AND PRICE FORMS

REQUEST FOR PROPOSALS (RFP) 1-3516

Enter the proposed price for Employee Service Awards as described in the Scope of Work, Exhibit A. Gift pricing shall be firm fixed price, which shall include direct costs, indirect costs, and profits. Employee Service Awards may be utilized at the Authority's sole judgment, for the Authority's General Services department requirements on an as-needed basis, with no guaranteed usage. It is anticipated that the Blanket Purchase Order resulting from this solicitation, if awarded, shall be for work specified in Exhibit A, Scope of Work.

On the Price Summary Sheet:

Enter the individual price per single unit (Certificate and Pin/Pen/Catalog Gift) in the "Price Per Gift" Column for each year of service. Enter the total amount ("Price Per Gift" x "No. of Employees") in the "Estimated Price" Column for each year of service.

On the Gift Selection Form:

Enter each individual item, a brief description of the item, and a picture of the item for the specified service year. A minimum of 20 choices per catalog with a minimum of 140 different choices in the entire program.

All freight costs are to be billed separately and not to be included in the award cost.

PRICE SUMMARY SHEET

Quantities listed on the Price Summary Sheet are for evaluation purposes only and do not imply any guaranteed minimum or maximum usage by the Authority. Prices quoted on the "Price Summary Sheet" below shall remain firm for the term of the Blanket Purchase Order.

Effective through August 31, 2026

<u>Years of Service</u>	<u>Award Description</u>	<u>Price Per Gift</u>	<u>No. of Employees</u>	<u>Estimated Price</u>
1 Year	Certificate & Authority Enamel Keychain/Fob	\$____.00	57	\$____.00
3 Years	Certificate & Authority Enamel Writing Pen	\$____.00	44	\$____.00
5 Years	Certificate & 5 Year Pin with Simulated Ruby	\$____.00	52	\$____.00
10 Years	Certificate & 10 Year Catalog Gift	\$____.00	35	\$____.00
15 Years	Certificate & 15 Year Catalog Gift	\$____.00	76	\$____.00
20 Years	Certificate & 20 Year Catalog Gift	\$____.00	37	\$____.00
25 Years	Certificate & 25 Year Catalog Gift	\$____.00	9	\$____.00
30 Years	Certificate & 30 Year Catalog Gift	\$____.00	22	\$____.00
35 Years	Certificate & 35 Year Catalog Gift	\$____.00	5	\$____.00
40 Years	Certificate & 40 Year Catalog Gift	\$____.00	3	\$____.00
SUB TOTAL PRICE				\$____.00
TAX (7.75%)				\$____.00
TOTAL ESTIMATED PRICE				\$____.00

Gift Selection Form

_____ Year Catalog

	Catalog Gift	Description	Price
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	_____	_____	_____
6	_____	_____	_____
7	_____	_____	_____
8	_____	_____	_____
9	_____	_____	_____
10	_____	_____	_____
11	_____	_____	_____
12	_____	_____	_____
13	_____	_____	_____
14	_____	_____	_____
15	_____	_____	_____
16	_____	_____	_____
17	_____	_____	_____
18	_____	_____	_____
19	_____	_____	_____
20	_____	_____	_____

*Each catalog must be clearly stated.

*A customized Gift Selection Form may be created by the proposing firm.

- 1. I acknowledge receipt of **RFP 1-3516** and Addenda No.(s)___.
- 2. This offer shall remain firm for _____ days from the date of proposal.
(Minimum of 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: KEY CONTRACTUAL TERMS

KEY CONTRACTUAL TERMS

The following terms and conditions are highlighted to make Offerors aware of the contractual parameters of this procurement.

A. ACCEPTANCE OF ORDER

Offeror will be required to accept a written Agreement or Purchase Order in accordance with and including as a part thereof the published notice of RFP, the requirements, conditions and specifications, with no exceptions other than those specifically listed in the written Agreement or Purchase Order.

B. CHANGES

By written notice or order, Authority may, from time to time, make changes including but not limited to drawings, designs, specifications, delivery schedules, property and services furnished by Authority. If any such change causes an increase or decrease in price of this Agreement or Purchase Order or in the time required for its performance, the Offeror shall promptly notify Authority thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse the Offeror from proceeding immediately with the Agreement or Purchase Order as changed.

C. INVOICE AND PAYMENT

A separate invoice shall be issued for each shipment. Unless otherwise specified in the Agreement or Purchase Order, no invoice shall be issued prior to shipment of goods. Payment due dates, including discount period, will be computed from date of receipt of goods or of correct invoice (whichever is later) to date Authority check is mailed. Any discount taken will be taken on full amount of invoice, unless other charges are itemized and discount thereon is specifically disallowed.

D. WARRANTIES

1. Offeror warrants to Authority that, for a period of one year following Authority's inspection and acceptance of each item delivered hereunder, each item shall conform to the requirements hereof and will be free from defects. In addition to other remedies, which may be available, the Authority may, at its option, return any nonconforming or defective items to Offeror and/or require correction or replacement of said item at the location of the item when the defect is discovered, all at Offeror's risk and expense. If Authority does not require correction or replacement of nonconforming or defective items, Offeror shall repay such portion of the payment specified herein or such additional amount as is equitable under the circumstances. Authority's rights hereunder are in addition to, but not limited by, Offeror's

standard warranties. Inspection and acceptance of items by Authority, or payment therefore, shall not relieve Offeror of its obligations hereunder.

2. Any supplies or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered.

E. EXCESS REPROCUREMENT LIABILITY

Offeror shall be liable to Authority for all expenses incurred by Authority in reprocurring elsewhere the same or similar items or services offered by Offeror hereunder, should Offeror fail to perform or be disqualified for failure to meet the terms and conditions set forth herein.

F. PACKING AND SHIPPING

All items shall be prepared for shipment and packed to prevent damage or deterioration and shipped at the lowest transportation rates in compliance with carrier tariffs. All shipments to be forwarded on one day, via one route, shall be consolidated. Each container shall be consecutively numbered and marked with the herein Agreement or Purchase Order and part numbers. Container and Agreement or Purchase Order numbers shall be indicated on bill of lading. Two copies of packing slips, showing Agreement or Purchase Order number, shall be attached to No. 1 container of each shipment. Items sold F.O.B. origin shall be shipped prepaid. No charges will be paid by Authority for preparation, packing, crating, cartage or freight.

G. TITLE AND RISK OF LOSS

Unless otherwise provided in the Agreement or Purchase Order, Offeror shall have title to and bear the risk of any loss of or damage to the items purchased hereunder until they are delivered in conformity with this Agreement or Purchase Order at the F.O.B. point specified herein, and upon such delivery title shall pass from Offeror and Offeror's responsibility for loss or damage shall cease, except for loss or damage resulting from Offeror's negligence. Passing of title upon such delivery shall not constitute acceptance of the item by Authority.

H. NEW MATERIALS

Except as to any supplies and components which this Agreement or Purchase Order specifically provides need not be new, the Offeror represents that the supplies and components to be provided under this Agreement or Purchase Order are new and of recent manufacture (not used or reconditioned or recycled, and not of such age or so deteriorated as to impair their usefulness or safety). If at any time during the performance of this Agreement or Purchase Order, the Offeror believes that the furnishing of supplies or components which are not new is necessary or desirable, Offeror shall notify the Authority immediately, in writing, including the reasons therefore and proposing any consideration which will flow to

the Authority if authorization to use such supplies is granted.

I. INSPECTION AND ACCEPTANCE

All items are subject to final inspection and acceptance by Authority at destination. Final inspection will be made within a reasonable time after receipt of items hereunder.

Payment will be made within a reasonable time after inspection and formal acceptance of the equipment by the Authority.

J. INDEMNIFICATION

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

K. INFRINGEMENT INDEMNITY

In lieu of any other warranty by Authority or Offeror against infringement, statutory or otherwise, it is agreed that Offeror shall defend at its expense any suit against Authority based on a claim that any item furnished under this Agreement or Purchase Order or the normal use or sale thereof infringes any United States Letters Patent or copyright, and shall pay costs and damages finally awarded in any such suit, provided that Offeror is notified in writing of the suit and given authority, information and assistance at Offeror's expense for the defense of the suit. Offeror, at no expense to Authority, shall obtain for Authority the right to use and sell said item, or shall substitute an equivalent item acceptable to Authority and extend this patent indemnity thereto.

L. SUBCONTRACTORS AND ASSIGNMENTS

Neither this Agreement nor Purchase Order, nor any interest herein, nor any claim hereunder, may be assigned by the Offeror either voluntarily or by operation of law, nor may all or substantially all of this Agreement or Purchase Order be further subcontracted by the Offeror without the prior written consent of the Authority. No consent shall be deemed to relieve the Offeror of its obligations to comply fully with the requirements hereof.

M. DISPUTES

This Agreement or Purchase Order shall be construed, and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, Offeror shall proceed diligently with the

performance of this Agreement or Purchase Order.

N. NOTICE OF LABOR DISPUTE

Whenever Offeror has knowledge that any actual or potential labor dispute may delay this Agreement or Purchase Order, Offeror shall immediately notify and submit all relevant information to Authority. Offeror shall insert the substance of this entire clause in any subcontract hereunder, as to which a labor dispute may delay this Agreement or Purchase Order.

O. AUDIT AND INSPECTION OF RECORDS

Offeror and/or subcontractors shall provide Authority, or other agents of Authority, such access to Offeror's and/or subcontractor's accounting books, records, payroll documents and facilities as Authority deems necessary to examine, audit, and inspect all books, records, work data, documents and activities directly related hereto. Offeror shall maintain books, records, data and documents according to generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during Offeror's performance hereunder and for a period of four (4) years from the date of final payment by Authority hereunder.

P. PROHIBITED INTEREST

The Offeror covenants that, for the term of this agreement, no member, director, officer or employee of the Authority during his/her tenure in office or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Q. RIGHTS IN DATA

Offeror agrees that all data including, but not limited to, drawings, tapes, software, photo prints and other graphic information required to be furnished under this Agreement or Purchase Order, together with any other information presented orally, shall be furnished with unlimited rights and as such, shall be free from proprietary restriction except as elsewhere authorized in this Agreement or Purchase Order. Offeror further agrees that all such data are owned by Authority and that Offeror shall have no interest or claim thereto, and that said data is subject to the provisions of the Freedom of Information Act, 5 USC 552.

R. FEDERAL, STATE AND LOCAL LAWS

Offeror warrants that in the performance of this Agreement or Purchase Order it shall comply with all applicable federal, state, and local laws and ordinances and all lawful orders, rules and regulations.

S. EQUAL EMPLOYMENT OPPORTUNITY

If awarded an Agreement or Purchase Order resulting from this RFP, Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The Offeror shall take affirmative action to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

T. TERMINATION

Authority may terminate this Agreement for its convenience at any time, in whole or part, by giving successful Offeror written notice thereof. Upon termination, the Authority may pay the successful Offeror allowable costs incurred to date of termination, and those costs deemed reasonably necessary by the Authority to effect such termination. In addition, the Authority may pay the successful Offeror a percentage of profit, which relates to Agreement work, accomplished to date of termination, which shall be the date of notice of termination.

The Authority may terminate the Agreement if a federal or state proceeding for the relief of debtors is undertaken by or against the successful Offeror or if the successful Offeror makes an assignment for the benefit of creditors, or in the event the successful Offeror breaches the terms or violates the conditions of the Agreement, and does not within ten (10) days thereafter, cure such breach or violation, the Authority may immediately terminate the Agreement for default. The successful Offeror shall be liable for any and all costs incurred by the Authority as a result of such default, including but not limited to procurement costs of the same or similar services defaulted by the successful Offeror under this Agreement.

U. 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; a Offeror's objectivity in performing the work identified in the Project Specifications is or might be otherwise impaired; or a Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's bid.

V. 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.

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact Name:	Phone:
Project Award Date:	Original Contract Value:
Term of Contract:	
(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:	
(2) Summary and Status of contract:	
(3) Summary and Status of action identified in (1):	
(4) Reason for termination, if applicable:	

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

Name

Signature

Title

Date

EXHIBIT E: SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope 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 this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

1.2 REGULATORY

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

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

- B. Substance Abuse Prevention Program
Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- C. Heat Illness Prevention Program
Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- D. Hazard Communication Program
Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.
- E. Storm Water Pollution Prevention Plan
The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
 3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
 4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the 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, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
1. Serious Injury : includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
 2. Serious Incident : includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
 3. OSHA Recordable Injury / Illness : includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
 4. Significant Near Miss Incident : includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

- A. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
- B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 or 3 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.6 REFERENCES

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

END OF SECTION

EXHIBIT F: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

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

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

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

_____ _____
