

REQUEST FOR PROPOSALS (RFP) 1-3928

COACH OPERATOR, OPERATIONS INSTRUCTOR AND FIELD SUPERVISOR UNIFORMS



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

Key RFP Dates

Issue Date:	February 14, 2022
Pre-Proposal Conference Date:	February 22, 2022
Question Submittal Date:	February 28, 2022
Proposal Submittal Date:	March 10, 2022
Interview Date:	March 22, 2022

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February 14, 2022

NOTICE OF REQUEST FOR PROPOSALS(RFP)

RFP: 1-3928: “COACH OPERATOR, OPERATIONS INSTRUCTOR AND FIELD SUPERVISOR UNIFORMS”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified contractors to provide coach operator, operations instructor and field supervisor uniforms.

The budget for this project is \$684,564 for a three-year initial term.

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on March 10, 2022. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select “**RFP 1-3928**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

Offerors must provide uniform samples for OCTA to inspect as a part of selection process per the following instructions:

- **Samples Required for Inspection:**

Coach Operators: pants , shorts, shirts/blouses, maternity blouses, trousers, sweater/ vest, Jacket(s), Hawaiian shirt, ascot/tie, gloves, belt, embroidery.

Supervisors: pants, polo, shirts/blouses, sweaters, jackets, shoes, socks, cap, embroidery.

- **Authority inspection date/time: March 11 to 16, 2022, 8 a.m. to 4 p.m.**
- **Samples must be delivered within the inspection date/time specified above to 550 S. Main Street, Orange, CA 92868, Attention: Mr. Sergio Hernandez**

Should Offerors encounter technical issues with uploading the proposals via the link provided, Offerors are required to contact the Contract Administrator prior to the submission deadline. Proposals and supplemental information to proposals received after the date and time specified above will be rejected.

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 1-3928, firms and subcontractor 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:
Services (General)

Commodity:
Uniform - Rental & Sales

A pre-proposal conference will be held via teleconference on February 22, 2022, at 10:00 a.m. Prospective Offerors may join or call-in using the following credentials:

- <https://meet.octa.net/sding/D4WN1KC8>
- Call-in Number:
(714) 560-5666 (1) English (United States)
Conference ID: 820238#

Callers are requested to dial in and mute the call.

An on-site/in-person conference will not be held. A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum of the RFP. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established March 22, 2022, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS**A. PRE-PROPOSAL CONFERENCE**

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Callers are requested to dial in and mute the call.

An on-site/in-person conference will not be held. A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the Authority's objectives.

C. ADDENDA

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.

D. AUTHORITY CONTACT

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

Sue Ding
Contracts Administration and Materials Management Department
Phone: 714.560. 5631, Fax: 714.560.5792
Email: sding@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.

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and received via e-mail at sding@octa.net no later than 5:00 p.m., on February 28, 2022.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 1-3928" in the subject line of the e-mail. 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 March 3, 2022. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subcontractors 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:
Services (General)

Commodity:
Uniform - Rental & Sales

Inquiries received after 5:00 p.m. on February 28, 2022 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on March 10, 2022. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select “**RFP 1-3928**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

Should Offerors encounter technical issues with uploading the proposals via the link provided, Offerors are required to contact the Contract Administrator prior to the submission deadline. Proposals and supplemental information to proposals received after the date and time specified above will be rejected.

2. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.

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

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the contract.

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a time-and-expense price contract specifying firm-fixed unit price for items specified in the scope of work, included in the RFP as Exhibit A. This contract will have a three-year initial term and one, two-year option term.

L. CONFLICT OF INTEREST

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

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

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

M. CODE OF CONDUCT

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

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 and double-spaced and submitted on 8½" x 11" size format. 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 Sue Ding, Senior Contract Administrator and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, 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 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) 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 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) **Provide a work plan to electronically track and monitor each employee's uniform allowance purchases and balances. Offerors must provide uniform samples for Authority to inspect as a part of selection process.**
- (3) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (4) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.

- (5) 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 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 time

and expense-price contract specifying the firm-fixed unit price for items specified in Scope of Work, included in the RFP as Exhibit A.

5. Appendices

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

B. FORMS

1. Campaign Contribution Disclosure Form

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal.

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

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

Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal.

2. Status of Past and Present Contracts Form

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

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its proposal.

3. 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 25%**

 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; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Cost and Price 25%**

 Reasonableness of the firm-fixed unit price for items specified in the scope of work, included in the RFP as Exhibit A; 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 March 22, 2022, 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, the evaluation committee will score the proposals to develop a competitive range. Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to the Transit Committee, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The Board Committee will review the evaluation committee's recommendation and forward its recommendation to the Board of Directors for final action.

C. AWARD

The Authority's Board of Directors will consider the selection of the firm(s) recommended by the Board Committee.

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.

Offeror acknowledges that the Authority's Board of Directors reserves the right to award this contract in its sole and absolute discretion to any Offeror to this RFP regardless of the evaluation committee's recommendation or recommendation of a Board Committee.

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

COACH OPERATOR, OPERATIONS INSTRUCTOR AND FIELD SUPERVISOR UNIFORMS

BACKGROUND

The Orange County Transportation Authority (OCTA) operates a countywide network of local, community, rail-connector and express routes. The OCTA Transit Division provides directly operated fixed-route public transit service currently out of two (2) bus operations bases at the following locations:

Garden Grove Base Operations
11800 Woodbury Road
Garden Grove, CA 92843

Santa Ana Base Operations
4301 West MacArthur Boulevard
Santa Ana, CA 92704

STATEMENT OF WORK

Contractor shall provide uniform supplies, accessories, and alteration services for approximately 635 coach operators, and 35 Operations support personnel (instructors and field supervisors).

OCTA coach operators, instructors and field supervisors are provided an annual uniform allowance. The uniform allowance is designed to augment the coach operators, instructors and field supervisors' own contribution toward uniform purchases.

Uniform allowances are replenished on the "Date of Certification" anniversary for individual coach operators as per their union agreement and once yearly at the start of OCTA's fiscal year on July 1 for instructors and supervisors. OCTA staff monitors and adjusts uniform allowances on an as-needed basis utilizing an online database to track invoice payments, and allowance renewals.

Contractor must provide a work plan to electronically track and monitor each employee's uniform allowance purchases and balances. The uniform allowance balance will be verified by the supplier each time a purchase and/or order is made. If a purchase exceeds the allowance balance, the difference shall be charged to and paid by the employee.

The table below shows the employee classifications, starting balances, and yearly renewal allowance amounts:

<u>Classification</u>	<u>Starting Balance</u>	<u>Yearly Renewal</u>
*Coach Operator	\$280.00	\$245.00
Operations instructor Full-Time	\$500.00	\$500.00
Operations instructor Extra Help	\$500.00	\$250.00
Supervisor	\$500.00	\$500.00

*Newly hired coach operators receive funds to purchase a jacket in addition to a starting balance of two hundred eighty dollars (\$280.00).

GENERAL REQUIREMENTS

- 1) Contractor must provide uniforms for OCTA's coach operators, Coach Operations instructors, and Field supervisors for purchase.
- 2) Contractor must make required alterations and affix required patches as specified by OCTA. The selected Contractor shall only affix or otherwise transfer the OCBus logo to garments and accessories that have been approved under the terms of the Agreement.
- 3) Contractor must provide required custom embroidery services for all shirts, blouses, vests, sweaters, and jackets as specified by OCTA.
- 4) Contractor shall conduct weekly visits to two (2) base locations, on alternate visits each week for the purpose of taking uniform purchase orders, delivery of uniform orders, and taking measurements for proper uniform fittings. Contractor shall establish a schedule with visit location, days, and hours of services most reasonable for OCTA business operations. The on-visit duration shall be not less than three hours. Contractor shall be on property for a minimum of three hours unless otherwise agreed. The hours and days of weekly visits must allow OCTA employees reasonable access to those services.
- 5) Contractor shall complete alterations, custom embroidery, screen printing, and employee ID patch installations within two or three weeks after the order is placed.
- 6) Contractor shall be responsible for measuring and fitting all department covered employees.
- 7) Contractor must maintain an adequate stock of uniform pieces to accommodate the uniform requirements of OCTA personnel. If an item must be ordered, the order must be completed within three weeks after the inadequate stock level is detected. It is the responsibility of Contractor to communicate with the OCTA employee when ordered items are ready for pick-up or to notify the employee when the item(s) ship via a third-party carrier.

- 8) Alterations will be implemented at the same time the garment is purchased and provided at no additional charge. These alterations are as follows:
 - a) Trousers - waist taken in or out as-needed, bottoms hemmed
 - b) Shorts - waist taken in or out as-needed, bottoms hemmed
 - c) Shirts - sides taken in only if two (2) inches of material can be handled on either side of the body
- Should a garment require alterations at a later date, the garment will be altered at an additional charge. Additional alterations will be done at the expense of the individual coach operator, instructor, or supervisor.
- 9) Contractor shall not be required to furnish custom- tailored items unless the individual's measurements fall outside the range of sizes offered as standard sizes in Contractor's inventory. Custom-tailored items will be done at the expense of the individual coach operator, instructor, or supervisor.
- 10) Contractor shall provide custom print Hawaiian shirts for coach operators. Fabric design shall incorporate OCBus logo within the design.
- 11) Contractor shall provide custom print ties/ascots with fabric design to incorporate OCBus logo.

UNIFORMS

A. General

- 1) Uniforms must be new, high quality, heavy-duty construction, and provide long lasting durability with proper fit and a neat appearance.
- 2) Uniforms must have reinforced seams and stress points.
- 3) Uniforms for supervisory and Operational personnel have different requirements and must be provided according to those requirements.
- 4) Uniforms must be appropriately tailored for men and women.
- 5) Uniforms must be made available for each item specified, long- and short- sleeved shirts of each type.
- 6) Uniforms must be made available in men's and women's sizes and styles.
- 7) Uniforms must conform to the salient characteristics of the brand name specified or, a proposed brand name must be submitted to OCTA for review and formal written acceptance.

Manufacturer's name label must be permanently sewn in each garment. The label(s) should include the correct fiber content of the

fabric/materials, manufacturer identification, and garment individual identification, location of manufacture/assembly, size, and care instructions.

- 8) Contractor shall receive a written notice to proceed after garment choices are approved by OCTA's project manager.
- 9) Garment Substitutions During the Term of the Agreement
 - a) Contractor must obtain OCTA's written approval prior to making a substitution for any garment for any reason including the inability to meet delivery requirements with the contracted garment. The substituted garment shall of equal or higher quality and be priced the same as the garment that should have been delivered.
 - b) If a designated garment is no longer available from the manufacturer in the style or color(s) previously approved by OCTA, a permanent substitution will be necessary. Contractor shall give thirty (30) calendar days advance notice to OCTA in writing.
 - c) The request for permanent garment substitution shall include the description of recommended substitution(s), sample(s), color(s), price and any other pertinent information. OCTA reserves the right to accept or reject Contractor's recommendation.

B. Supervisory/Training Instructor Uniforms

1) Shirts/Blouses

- a) Type: Long and short-sleeved options required.
- b) Short Sleeve: Convertible collar; one plain pocket or plain front; full-length tails; form fit.
- c) Long Sleeve: Dress shirt/blouse; convertible collar; plain front; full-length tails.
- d) Color: Steel Grey, French Blue
- e) Fabric: 65% polyester, 35% cotton, weave poplin.
- f) Men's Sizes XS - 6XL
- g) Women's Sizes XS - 3XL
- h) Brand: Edwards, or a proposed brand name:
S/S Men's #1245
LIS Men's #1295
S/S Women's #5245
LIS Women's #5295

2) **Polo Shirts**

- a) Type: Long and Short-sleeved Options: Hemmed sleeves, microphone holder on both shoulders & below front buttons, Pen Pocket on left sleeve, no roll collar, dual pen pockets at left sleeve, integrated microphone loops at the shoulders and chest
- b) Color: Navy Blue / Grey
- c) Fabric: 6.7 oz. jersey knit polyester, Snag, rip, and wrinkle resistant SmartWeave fabric, Fully gusseted sleeves, Traditional three button placket, Melamine buttons, Bartacking at major stress points, Odor Control technology
- d) Brand: 5.11, or a proposed brand name
S/S Men's 41018, S/S Women's#
61165US Men's 42056, LIS Women's
Sizes XS - 3XL

3) **Slacks**

- a) Color: Heather Grey/Navy Blue
- b) Fabric: 55% Polyester 45% Wool
- c) Style: Men's: Classic dress pant Flat front, hook/eye closure, nylon zipper two front and back pockets.
Women's: Plain front with half elastic back; tapered leg cut; extension tab and button closure; two front pockets; washable.
- d) Sizes: Men's 28-54, Women's 0-28W
- e) Brand: Edwards, or a proposed brand name
- f) Men's #2780, Women's # 8783

Alternative 2:

- a) Color: Heather Grey
- b) Fabric: 100% Polyester; 6.2 oz. wt. Polyester. Moisture wicking fabric Soil and wrinkle resistant Laundry friendly
- c) Style: Men's: Dress pant Flat front, hook/eye closure, brass zipper, two front and back pockets.
Women's: Plain front with half elastic back; tapered leg cut; extension tab and button closure; two front pockets; washable.

- d) Sizes: Men's 28-54, Women's 0-28W
- e) Brand: Edwards or a proposed brand name Men's # 2290, Women's # 8279

4) **Pleated Font Sweater**

- a) Color: Navy
- b) Fabric: 100% Acrylic, Tuff-Pil Plus High-Tech Acrylic fiber, colorfast
- c) Style: V-Neck, and Crew neck pullover Sweaters
- d) Sizes: XS-5XL
- e) Brand: Edwards, or a proposed brand name Men's # 565, Ladies: # 465

C. Coach Operator Uniforms

1) **Shirts/Bouses**

- a) Color: Sky Blue
- b) Fabric: 65% Dacron, 35% combed cotton; 4.1-ounce poplin; permanent press; Visa soil release
- c) Style: Long and short- sleeved options. Convertible collar; plain pockets with mitered flaps; seven-button front
- d) Sizes: Men's: 14 ½ - 22 ½, Women's: 30-54
- e) Brand: Conqueror, or a proposed brand name: Men's style: short sleeve #906, long sleeve #8899.
Women's style: short-sleeve #8912L, long-sleeve #8915L

**Example 2:
Shirts/Blouses - Coach Operators**

- a) Color: Blue
- b) Fabric: Premium stretch poplin, vat dyed
- c) Style: Long and short- sleeved options. Convertible collar; pleated pockets with scalloped flaps; seven-button front
- d) Sizes: Men's: 14½- 22½, Women's: 30-50
- e) Brand: Elbeco, or a proposed brand name:
Men's style: short sleeve #P868, long sleeve #P878; Women's style: short-sleeve #P923LC, long-sleeve #P802LC.

2) Maternity Blouses - Coach Operators

- a) Color: Sky Blue
- b) Fabric: 65% Polyester, 35 % Combed Cotton Broadcloth
- c) Style: Long and Short-sleeved options. Collar, left chest pocket with reinforced pencil stall
- d) Sizes: Women's: S- 2XL
- e) Brand: Fechheimer or a proposed brand name:
Long Sleeve: # FEC 112RC5455
Short Sleeve: # FEC 162RC5455

3) Trousers (1)

- a) Color: Navy
- b) Fabric: 100% polyester, 12-5-ounce, weave elastic.
- c) Style: ¼ top pockets; ¾ wide belt loops; tab left hip pocket. Freedom Fit waistband with 2-zone stretch and Tru-Grip rubberized strips
- d) Sizes: Men's: 28-54, Women's: 0-28W
- e) Brand: Flying Cross, or a proposed brand name Men's style: 3900.
Women's style: 3900W

Trousers (2)

- a) Color: Navy
- b) Fabric: 65% Polyester, 35% Cotton, 7.8 oz., **Lavigne** Tuff Twill
- c) Style: Quarter top front pockets with triangular bar tack at the bottom, Heavy duty **Lavigne** twill waistband with 3 rows of snugtex to keep shirts tucked in. 2" wide waistband to accommodate a 1 ¾" garrison belt. Four Quarter Crotch Lining with a double folded thickness of **260 Twill** for maximum strength and comfort, to back pockets, which are reinforced with triangle bar tacks at each end for optimal resilience. Fully lined belt loops, tailored construction with side seams, inseams and seat seams pressed open. Brass Zipper with French fly.
- d) Sizes: Men's: 28-54, Women's 0- 28W
- e) Brand: Conqueror, or a proposed brand name Men's style: T4954
Women's style: F4954

Trousers (3)

- a) Color: Navy
- b) Fabric: 100% Polyester Stretch Textured Serge Weave I
Weight: 7.0 oz./ sq. yard
- c) Style: Four Pocket, New men's "Essential Fit" pattern waistband has a lower rise and wider leg with front rise having a slight slope Covert flex waistband with new refined curtain provides 2" stretch while holding up duty belt, Zipper and double hook and eye with gun barrel finish, Triple stitched crotch prevents seam failure, Creaset front and back permanent creases.
- d) Sizes: Men's: 28-54, Women's: 0-28W
- e) Brand: Elbeco Tex Trop 2, or a proposed brand name

Maternity Trousers

Style: Please indicate available options for ready-to-wear maternity pants in similar color and fabric of examples listed above. Or, indicate your option (if any) to modify uniform pants to include an over the belly panel.

- a) Color: Navy
- b) Fabric: 65% Polyester, 35% Cotton, 7.8 oz., **Lavigne** Tuff Twill
- c) Style: Quarter top front pockets with triangular bar tack at the bottom, Heavy duty **Lavigne** twill waistband with 3 rows of snugtex to keep shirts tucked in. 2" wide waistband to accommodate a 1 ¾" garrison belt. , 4 Quarter Crotch Lining with a double folded thickness of **260 Twill** for maximum strength and comfort, to back pockets, which are reinforced with triangle bar tacks at each end for optimal resilience. Fully lined belt loops, tailored construction with side seams, inseams and seat seams pressed open. Brass Zipper with French fly.
- d) Sizes: Women's 0- 28W
- e) Brand: Conqueror, or a proposed brand name
Women's style: F4954

4) Shorts

- a) Color: Navy
- b) Fabric: 65% Polyester/35% Cotton; 7.5/8.0 oz.
- c) Style: Flat front cargo short, Casual chino blend short, Flat front, button closure and brass zipper, Two front and one back

pocket, Two cargo pockets with Velcro® closure, Soil and wrinkle resistant, Moisture wicking fabric.

- d) Sizes: Men's: 11" inseam, 28-54
Women's: 9" Misses'; 9 1/2" inseam, 0-28W
- e) Brand: Edwards Men's# 2468, Women's 8468, or a proposed brand name

Example 2:

- a) Color: Navy
- b) Fabric: 65% polyester / 35% cotton stretch twill weave
Weight: 7.0-7.25 Oz/ Sq. yard
- c) Style: Cargo, Covert flex waistband with new refined curtain, Zipper and double hook and eye with gun barrel finish, Triple stitched crotch prevents seam failure, two rear pockets with button tab closures, Creaset front and back permanent creased, Notched front pockets clip knife reinforcement, Two dual compartment cargo pockets, Internal and external compartments for additional storage, 3M brand patterned reflective trim under flap
- d) Men's: men's "Essential Fit" pattern waistband has a lower rise and wider leg with front rise having a slight slope
Women's: Ladies Choice fit waistband with side elastic
- e) Sizes: Men's: 28-54, Women's 0-28W
- f) Brand: Elbeco Tek3, or a proposed brand name

Outerwear for supervisors, instructors, and coach operators

1) Sweater

- a) Color: Navy Blue
- b) Fabric: 100% Heavyweight Acrylic
- c) Style: Crew Neck Zip Cardigan with two pockets is built tough. Heavy Duty Tuff-Pil Plus® high-tech acrylic fiber with lo-pil performance, makes this sweater colorfast and durable. Perfect for transit, delivery or security image apparel programs.
- d) Sizes: XS-6XL
- e) Brand: Edwards, or a proposed brand name; Unisex style: 372

2) Sweater Vest

- a) Color: Navy Blue.
- b) Fabric: 100% Heavyweight Acrylic.
- c) Style: Cardigan zip vest with two pockets is built for your toughest jobs. Tuff-Pil Plus® high-tech acrylic fiber with lo-pil performance, the vest is colorfast and durable.
- d) Sizes: XS-6XL
- e) Brand: Edwards, or a proposed brand name;
Unisex style; 302.

3) Windbreaker Jacket

- a) Color: Dark Navy
- b) Fabric: Polyester
- c) Style: lightweight windbreaker, mic loops, vertical chest pocket, hand pockets,
- d) Sizes: XS-4XL
- e) Brand: 5.11 Tactical Packable Jacket# 48035, or proposed equal brand

Example 2:

- a) Color: Dark Navy
- b) Fabric: 100% Polyester.
- c) Style: Fully lined with brushed tricot, Wind- and water-resistant, oversized pattern for a generous fit, 30" average length, Set-in sleeves with top stitching, six snap-front closure, Elasticized cuffs, Two slash welt pockets, Bartacks at pocket corners, Draw cord at hem
- d) OCBus logo screen screened on front.
- e) Size: XS-6XL
- f) Brand: Liberty, or a proposed brand name.

4) Heavy Jacket

- a) Color: 73160A 86 LAPD Navy
- b) Fabric: Outer shell Fabric: side is made of 3-ply Taslanized Nylon that reverses to High-Vis fluorescent yellow that's ANSI Class 2 Certified. Layertech Jacket - Gor-tex, softshell- 80/20 poly/spandex
- c) Style: Jacket can be worn by itself yet accepts the Softshell

Jacket, the Performance Loft Jacket or the Thinsulate Liner as zip-in liners for increased warmth and protection. Black/Navy Blue Side Features: 2-way zip to the top of the collar for added warmth and protection, Permanent cross- stitched shoulder straps, Permanent badge tab, Dual-entry inverted pleat patch pockets with snap-down flaps and side hand warmer pockets, Side vents with 10" zippers and snap closure. High-visibility side features: 2 rows of 2" wide 3M™ Scotchlite reflective material with black edge trim around the body and sleeves

- d) Size: XS-4XL
- e) Brand: Flying Cross Layer Tech Jacket System Item, or a proposed brand name.
- f) Jacket:# 73160; Liners: 54100A, 55100A, 32700A

Example 2

- a) Color: Dark Navy
- b) Fabric: Nylon outer, quilted liner
- c) Style: blood-borne pathogen resistant* quilted liner, a roll-up/removable hood, and waterproof/breathable construction, wind and water repellant nylon shell. Underarm zippers, zippers at the side seams provide unrestricted access to your sidearm. A bi-swing back ensures full range of motion
- d) Size: XS-4XL
- e) Brand: 5.11, style #48103, or proposed brand name

D. Custom Apparel

1) Hawaiian Shirt (coach operator only)

- a) Color: Custom Fabric - 2-4 colors, OCBus logo included in design
- b) Fabric: 100% Cotton. 44/45" Avg. bolt 15-17 yards
- c) Style: Short sleeve, button front, square bottom. Men's style: one pocket, Women's style: fitted
- d) Sizes: Men's: XS-6XL, Women's: XS- 3XL
- e) Brand: Hoffman Fabrics; design similar to (BBHC-1037-7-Blue)

2) Tie

- a) Style: Clip-On - 22" Length
- b) Color: Custom with OCBus logo design

- c) Fabric: 100% Polyester
- 3) **Ascot**
 - a) Style: Tulip ascot, adjustable strap w hook eye closure
 - b) Color: Custom with OCBus logo design
 - c) Fabric: 100% Polyester
- 4) **Scarf**
 - a) Style: Square
 - b) Color: Custom with OCBus logo design
 - c) Fabric: 100% Polyester

E. Non-Core Items

- 1) **Hat/Cap**
 - a) Color: Navy blue
 - b) Fabric: 100.00 percent wool (or equivalent) preshrunk, perspiration proof.
 - c) Style: Standard baseball type style, full crown material, adjustable back strap, and wide panel front. Seams: All seams in the crown shall be taped with no raw stitching exposed. Sweatband: Shall be cotton twill of a color to match shell material. There will be a good quality canvas interlining to help retain the shape of the cap.
 - d) Insignia: The OCBus logo is to be embroidered on the frontcenter area above the bill in white and PMS 293 blue
 - e) Size scale: Unisex, one size fits all.
- 2) **Tie/Scarf/Ascot**
 - a) Color: Solid Navy Blue, or Patterned Men's style: Clip On, 22"
Length, 3/4" wide
 - b) Fabric: 100% Polyester.
 - c) Women's style: Scarf, 24"
 - d) Women's style: Ascot
 - e) Men's: Clip-On Tie
 - f) Brand: Edwards

- g) Men's #CL22, Women's CR50, PS60 or a proposed brandname.
- 3) **Gloves**
 - a) Color: Black
 - b) Fabric: Leather, spandex
 - c) Style: Driving anti-vibration gloves; full finger, half finger options
 - d) Sizes: XS-XXL
- 4) **Belts**
 - a) Color: Black
 - b) Fabric: Leather
 - c) Style: A thick and thin version, durable; black; basket-weave belt (Garrison Type) or a black leather, plain belt will be provided in sizes corresponding to trouser sizes.
 - d) Sizes: 28-60
- 5) **Safety Vests**
 - a) Color: Orange
 - b) Fabric: Heavy-duty mesh, with two reflective vertical reflective stripes. Should be bright colored and durable.
 - c) Style: US2ON16 Class 2 Solid Surveyor Safety Vest - Orange, FRONT CLOSURE
 - d) Sizes: S - 4XL
- 6) **Rain Gear**
 - a) Coach Operators:
Color: Rain gear should be seen through, hooded, waterproofof coat length jacket (no pants).
 - b) Instructors and Supervisors:
Color: Rain gear should be navy blue and safety orange,hooded, waterproof coat length jacket and pants.
 - c) Sizes: S - 5XL

F. Custom Embroidery and Patch Requirements

1) General

- a) Contractor will provide required and optional patches as shown in Attachment A.
- b) Contractor must supply American Flag patches 1.5" X 3.5", with a white border. Contractor must show the charge if any for this patch on the Price Summary Sheet.
- c) Contractor must stitch the patches only on the uniform items and according to the placement requirements as outlined below.
- d) Custom embroidery services must be made available by the supplier.

2) Coach Operator-Specific Patches

- a) Patches shall be installed on Shirts, Blouses, Sweaters and Jackets
- b) The OCTA Employee Identification Patch shall have a blue border, the OCBus logo and the assigned unique four- or five-digit employee number in block lettering embroidered on a 2.25-inch by 3.50-inch patch using PMS 293 blue or a proposed brand name on a white background. This ID patch shall be sewn onto the right shoulder area of all sleeved garments.

3) Embroidery

Coach Operators, instructors, and supervisors:

A. All Shirts, Blouses, Vests and Sweaters

Shall have the OCBus logo embroidered on the area just above the front right pocket in white and PMS 293 blue or a proposed brand name

B. All Jackets, and Blazers

- a) Shall have the OCBus logo embroidered on the front right pocket area of the jackets.
- b) The employee's first initial and last name, e.g., "J. Doe" be embroidered on the front left pocket area in white block lettering.

Instructor-Specific Embroidery

Shirts and Blouses

- a) "INSTRUCTOR" is to be embroidered just below the OCBus logo in PMS 293 blue (or proposed brand name) block lettering.
- b) The employee's first initial and last name (e.g., "J. Doe") will be embroidered on the area just above the front left pocket on all shirts and blouses in PMS 293 blue block lettering.

4) Supervisor-Specific Embroidery

Shirts and Blouses

- a) "SUPERVISOR" will be embroidered just below the OCBus logo in PMS 293 blue block lettering.
- b) The employee's first initial and last name (e.g., "J. DOE") will be embroidered on the area just above the front left pocket on all shirts and blouses in PMS 293 blue block lettering.

5) Silk-Screening

Windbreaker/Raingear

OCBus logo silk-screened on the front right pocket area of the windbreaker jacket.

Raingear for Supervisors/Instructors

- a) OCBus logo silk-screened on the front right pocket area of the windbreaker jacket.
- b) "SUPERVISOR" or "INSTRUCTOR" shall be silk-screened on the back of the raincoat.

Embroidery Requirements

Embroidery services are to be made available at the distribution center(s) with the cost of embroidery to be included in the cost of the garment. The following embroidery for coach operators, instructors and field supervisors are as follows:

Coach Operators

Logo - is to be directly embroidered on the right front area just above the pocket area on all shirts, blouses, vests and sweaters in white and PMS 293 blue. Coach operator jackets have OCBus embroidered in white on the right front of the jacket (no logo). Employee Identification Patch (ID patch) - shall have border, logo and unique employee number (four digits) embroidered on a 2.25"x 3.5" patch using PMS 293 blue on a white background. ID patches will be sewn onto the right shoulder area of all sleeved garments. Examples are available upon request.

Instructors

Logo, title and instructor name - The logo is to be directly embroidered on the right front area on all shirts with the phrase instructor embroidered just below the logo in PMS 293 blue block lettering. The shirt is personalized with the instructor's first initial and last name embroidered on the left side just above the pocket area (e.g., J. Doe) in blue block lettering. Instructor's jackets (same jacket as coach operators) will be embroidered with OCBus in white on the right front and personalized with the instructor's first initial and last name on the left side. Lettering is block, each letter is approximately ¼" wide x 7/16" high. Examples are available upon request. Logo and name to be similarly silkscreened onto windbreaker jackets, and raingear.

Field Supervisors

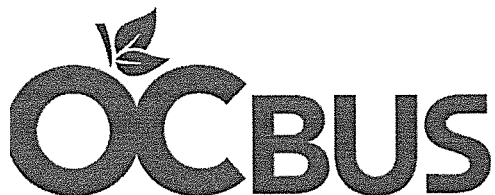
Logo, title and Field supervisor name - The logo is to be directly embroidered on the right front area on all shirts with the phrase supervisor embroidered just below the logo in PMS 293 blue block lettering. The shirt is personalized with the Field supervisor's first initial and last name embroidered on the left side just above the pocket area (e.g., J. Doe) in blue block lettering. Field supervisor jackets will be embroidered with OCBus in white on the right front and personalized with the instructor's first initial and last name on the left side. Lettering is block, each letter is approximately ¼" wide x 7/16" high. Examples are available upon request. Logo to be similarly silkscreened onto windbreaker jackets, and raingear. "Supervisor" to be screen printed in larger lettering on the back of raingear jacket.

OCBus logo for embroidering/screen-printing,

Authority's logo embroidery

Size: 1 3/4" wide x 1 3/8" high

Color: PMS 293 blue, or
approved alternate color



Patch Embroidery/Installation

Coach Operators

Coach Operator's I.D. Patch with embroidery Size: 2 1/4"

wide x 3 1/2" high

Logo: 1 3/4 wide x 2" high Numbers: 1/4"

wide x 1/2" high

Color: white patch with PMS 293 blue border, logo and employee number



Coach Operator four or five digit badge # is embroidered at white space on bottom of patch.

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

RFP 1-3928
EXHIBIT B

Offeror shall provide unit prices (per each) for each item listed below, as described in Exhibit A, Scope of Work. The proposed unit prices must include all direct costs, indirect costs, profit and taxes.

COACH OPERATOR, OPERATIONS INSTRUCTOR AND FIELD SUPERVISOR UNIFORMS			Initial Term			Option Term	
Item	Item Description	Sizes	Year 1 7/1/22 - 6/30/23	Year 2 7/1/23 - 6/30/24	Year 3 7/1/24 - 6/30/25	Year 1 7/1/25 - 6/30/26	Year 2 7/1/26 - 6/30/27
Supervisor/ Instructor Garments							
1	Blouse, Long-Sleeve, Female - Per Specifications	XS-XL					
2	Extended Sizes -	2X-3XL					
3	Blouse, Short-Sleeves, Female - Per Specifications	XS-XL					
4	Extended Sizes -	2X-3XL					
5	Polo Shirt - Female - Short Sleeve - Per Specifications	XS-XL					
6	Extended Sizes -	2X-3XL					
7	Polo Shirt - Female - Long Sleeve - Per Specifications	XS-XL					
8	Extended Sizes -	2X-3XL					
9	Trousers, Flat Front Female - Polyester/Wool Blend Per Specifications	0-18					
10	Extended Sizes -	20-28					
11	Trousers, Flat Front Female - Polyester Per Specifications	0-18					
12	Extended Sizes -	20-28					
13	Trousers, Pleated Female - Polyester/Wool Blend Per Specifications	0-18					
14	Extended Sizes -	20-28					
Men's Garments							
15	Shirt, Long-Sleeve, Male - Per Specifications	XS-XL					
16	Extended Sizes -	2X-6XL					
17	Shirt, Short-Sleeve, Male - Per Specifications	XS-XL					
18	Extended Sizes -	2X-6XL					
19	Polo Shirt - Male - Short Sleeve - Per Specifications	XS-XL					
20	Extended Sizes -	2X-3XL					
21	Polo Shirt - Male - Long Sleeve - Per Specifications	XS-XL					

PRICE SUMMARY SHEET

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EXHIBIT B

COACH OPERATOR, OPERATIONS INSTRUCTOR AND FIELD SUPERVISOR UNIFORMS			Initial Term			Option Term	
Item	Item Description	Sizes	Year 1 7/1/22 - 6/30/23	Year 2 7/1/23 - 6/30/24	Year 3 7/1/24 - 6/30/25	Year 1 7/1/25 - 6/30/26	Year 2 7/1/26 - 6/30/27
22	Extended Sizes -	2X-3XL					
23	Trousers, Flat Front Male - Polyester/Wool Blend Per Specifications	28-42					
24	Extended Sizes -	44-54					
25	Trousers, Flat Front Male - Polyester Per Specifications	28-42					
26	Extended Sizes -	44-54					
27	Trousers, Pleated Male - Polyester/Wool Blend Per Specifications	28-42					
28	Extended Sizes -	44-54					
Unisex Garments							
29	V-Neck/Crew Neck Pullover Sweater	XS-XL					
30	Extended Sizes -	2X-5X					
Coach Operator Garments (Women's)							
31	Uniform Blouse, Long-Sleeve, Female - Per Specifications	30-54					
32	Extended Sizes -	46-54					
33	Uniform Blouse, Short-Sleeve, Female - Per Specifications	30-44					
34	Extended Sizes -	46-54					
35	Maternity Blouse, Short-Sleeve Per Specifications	XS-XL					
36	Extended Sizes -	46-54					
37	Maternity Blouse, Long-Sleeve Per Specifications	XS-XL					
38	Extended Sizes -	2X-3X					
39	Trousers, Female - Polyester Per Specifications	0-18					
40	Extended Sizes -	20-26					
41	Trousers, Female - Polyester/Cotton Blend (Per Specifications 2)	0-18					
42	Extended Sizes -	20-26					
43	Trousers, Female - Polyester Stretch Blend (Per Specifications 3)	0-18					

PRICE SUMMARY SHEET

RFP 1-3928
EXHIBIT B

COACH OPERATOR, OPERATIONS INSTRUCTOR AND FIELD SUPERVISOR UNIFORMS			Initial Term			Option Term	
Item	Item Description	Sizes	Year 1 7/1/22 - 6/30/23	Year 2 7/1/23 - 6/30/24	Year 3 7/1/24 - 6/30/25	Year 1 7/1/25 - 6/30/26	Year 2 7/1/26 - 6/30/27
44	Extended Sizes -	20-26					
45	Maternity Trousers - Per Specifications Modify Existing Pant-Add Panel	N/A					
46	Extended Sizes -	30-38					
47	Shorts, Female - Polyester/Cotton Blend Per Specifications	0-18					
48	Extended Sizes -	20-28					
<i>Coach Operator Garments (Men's)</i>							
49	Uniform Shirt, Long-Sleeve, Male - Per Specifications	14.5-17.5					
50	Extended Sizes -	18.5-22.5					
51	Uniform Shirt, Short-Sleeve, Male - Per Specifications	14.5-17.5					
52	Extended Sizes -	18.5-22.5					
53	Trousers, Male - Polyester Per Specifications	28-42					
54	Extended Sizes -	44-54					
55	Trousers, Male - Polyester/Cotton Blend Per Specifications 2	28-42					
56	Extended Sizes -	44-54					
57	Trousers, Male - Polyester Stretch Per Specifications 3	28-42					
58	Extended Sizes -	44-54					
59	Shorts, Male - Polyester/Cotton Blend Per Specifications 2	28-42					
60	Extended Sizes -	44-54					
<i>Outerwear for Supervisors, Instructors, and Coach Operators</i>							
61	Full-Zip Cardigan Sweater - Per Specifications, Sizes - XS - 6XL	XS-XL					
62	Extended Sizes -	2X-6X					
<i>Men's Garments</i>							
63	Full-Zip Sweater Vest - Per Specifications, Sizes - XS - 6XL	XS-XL					
64	Extended Sizes -	2X-6X					

PRICE SUMMARY SHEET

RFP 1-3928
EXHIBIT B

COACH OPERATOR, OPERATIONS INSTRUCTOR AND FIELD SUPERVISOR UNIFORMS			Initial Term			Option Term	
Item	Item Description	Sizes	Year 1 7/1/22 - 6/30/23	Year 2 7/1/23 - 6/30/24	Year 3 7/1/24 - 6/30/25	Year 1 7/1/25 - 6/30/26	Year 2 7/1/26 - 6/30/27
65	Heavy Jacket - Per Specifications, Sizes - XS - 4XL	XS-XL					
66	Extended Sizes -	2X-4X					
67	Windbreaker Jacket Sizes - XS - 4XL	XS-XL					
68	Extended Sizes -	2X-4X					
69	Hawaiian Shirt – Male and Female - Short Sleeve – Per Specifications, Sizes – XS – 6XL	XS-XL					
70	Extended Sizes –	2X-6X					
71	Customer Identification Patch with Employee Number, Per Specifications with OCBUS Logo	INCLUDED IN PRICE OF GARMENT					
	Custom Garments/ Accessories for Coach Operators, Supervisors and Instructors	MIN. QTY.					
72	Men's Clip-On Tie *** SEE MINIMUMS REQUIRED ***	75					
73	Women's Scarf - 24" Square *** SEE MINIMUMS REQUIRED ***	50					
74	Women's Ascot *** SEE MINIMUMS REQUIRED ***	50					
	Miscellaneous/ Accessories Non-Core Items - Not Custom	Sizes					
75	Gloves - Full Finger	XS-2X					
76	Gloves - Half Finger	XS-2X					
77	Belt - Basket Weave - Per Specifications	28-54					
78	Belt - Smoothe - Per Specifications	28-54					
82	Cap						
83	Rain Gear - Coach Operations - Per Specifications	S-5X					
84	Rain Gear - Supervisor/Instructors - Per Specifications Coat & Pants Included in Price	S-4X					
85	Safety Vests	S-4X					
	Services						
86	Alterations: Measuring, Hemming, Per Item						
87	Sewing Custom Patches to Coach Operations Shirts, Sleeved Sweaters, and Jackets						
88	Embroidery - Shirts, Jackets, Sweaters, Cap - Per Item						

PRICE SUMMARY SHEET

**RFP 1-3928
EXHIBIT B**

COACH OPERATOR, OPERATIONS INSTRUCTOR AND FIELD SUPERVISOR UNIFORMS			Initial Term			Option Term	
Item	Item Description	Sizes	Year 1 7/1/22 - 6/30/23	Year 2 7/1/23 - 6/30/24	Year 3 7/1/24 - 6/30/25	Year 1 7/1/25 - 6/30/26	Year 2 7/1/26 - 6/30/27
89	Screen Printing - Windbreaker Jacket, Raincoat (Supervisors/Instructors only)						

Shipping Costs
On-Site Delivery/Measuring
No Additional Cost to OCTA
Store Front

PRICE SUMMARY SHEET

RFP 1-3928
EXHIBIT B

COACH OPERATOR, OPERATIONS INSTRUCTOR AND FIELD SUPERVISOR UNIFORMS			Initial Term			Option Term	
Item	Item Description	Sizes	Year 1 7/1/22 - 6/30/23	Year 2 7/1/23 - 6/30/24	Year 3 7/1/24 - 6/30/25	Year 1 7/1/25 - 6/30/26	Year 2 7/1/26 - 6/30/27
	PROPOSED OPTIONS IN ADDITION TO SPECIFICATIONS						
	Pants						
90	FECHHEIMER 32231 100% ELASTIQUE POLYESTER MEN'S PANTS	28-42					
91	FECHHEIMER 32231 100% ELASTIQUE POLYESTER MEN'S PANTS	44-54					
92	FECHHEIMER 35233 100% ELASTIQUE POLYESTER LADIES' PANTS	0-18					
93	FECHHEIMER 35233 100% ELASTIQUE POLYESTER LADIES' PANTS	20-28					
94	TACT T7004 4 POCKET CARGO - POLY COTTON - EXPANDABLE WAIST (ALSO SHORTS)	28-42					
95	TACT T7004 4 POCKET CARGO - POLY COTTON - EXPANDABLE WAIST (ALSO SHORTS)	44-54					
96	TACT 7002 100% POLYESTER - EXPANDABLE WAIST	28-42					
97	TACT 7002 100% POLYESTER - EXPANDABLE WAIST	44-54					
98	TACT 1111 WINDBREAKER NAVY (SAME SPECIFICATIONS AS RFP LIBERTY)	XS-XL					
99	TACT 1111 WINDBREAKER NAVY (SAME SPECIFICATIONS AS RFP LIBERTY)	2X-5X					
100	GLOVE OPTIONS	S - XXL					
101	NE430 NEOPREME	XS-2X					
102	MX30 FULL FINGER	XS-2X					
103	ATX 15 DAMASCUS	XS-2X					
104	TACTICAL PERFORMANCE POLOS	XS - 4X					
105	CORNERSTONE CS410/CS411 SHORT SLEEVE	XS-XL					
106	CORNERSTONE CS410/CS411 SHORT SLEEVE	2X-4X					
107	CORNERSTONE CS410LS LONG SLEEVE	XS-XL					
108	CORNERSTONE CS410LS LONG SLEEVE	2X-4X					
109	EXAMPLE #2 - Coach Operator Shirts Elbeco Paragon Ladies' Long Sleeve	30-44					
110	EXAMPLE #2 - Coach Operator Shirts Elbeco Paragon Ladies' Long Sleeve	46-52					

PRICE SUMMARY SHEET

**RFP 1-3928
EXHIBIT B**

COACH OPERATOR, OPERATIONS INSTRUCTOR AND FIELD SUPERVISOR UNIFORMS			Initial Term			Option Term	
Item	Item Description	Sizes	Year 1 7/1/22 - 6/30/23	Year 2 7/1/23 - 6/30/24	Year 3 7/1/24 - 6/30/25	Year 1 7/1/25 - 6/30/26	Year 2 7/1/26 - 6/30/27
111	EXAMPLE #2 Coach Operator Shirts Elbeco Paragon Ladie's Short Sleeve	30-44					
112	EXAMPLE #2 Coach Operator Shirts Elbeco Paragon Ladies' Short Sleeve	46-52					
113	EXAMPLE #2 Coach Operator Shirts Elbeco Paragon Men's Long Sleeve	XS-XL					
114	EXAMPLE #2 Coach Operator Shirts Elbeco Paragon Men's Long Sleeve	2X-4X					
115	EXAMPLE #2 Coach Operator Shirts Elbeco Paragon Men's Short Sleeve	XS-XL					
116	EXAMPLE #2 Coach Operator Shirts Elbeco Paragon Men's Short Sleeve	2X-4X					
117	EXAMPLE #2 Coach Operator Ladies' Shorts Elbeco Tec 3 E2834LC	0-18					
118	EXAMPLE #2 Coach Operator Ladies' Shorts Elbeco Tec 3 E2834LC	20-26					
119	EXAMPLE #2 Coach Operator Men's Shorts Elbeco Tec 3 E2834	28-42					
120	EXAMPLE #2 Coach Operator Men's Shorts Elbeco Tec 3 E2834	44-54					
121	LINER OPTIONS FOR 73160 JACKET - IN SPECIFICATIONS						
122	32700A	XS-XL					
123	32700A	2X-4X					
124	54100A	XS-XL					
125	54100A	2X-4X					
126	55100A	XS-XL					
127	55100A	2X-4X					
128	EXAMPLE 2 HEAVY JACKET OPTION #48103 511	XS-XL					
129	EXAMPLE 2 HEAVY JACKET OPTION #48103 511	2X-4X					
130	SWEATER OPTIONS - OPERATOR						
131	5510 A+ SCHOOL APPAREL - Full Zip Unisex Sweater - Same Specifications as 372 Edwards	XS-XL					
132	5510 A+ SCHOOL APPAREL - Full Zip Unisex Sweater - Same Specifications as 372 Edwards	2X-6X					
133	5550 A+ SCHOOL APPAREL - Full Zip Unisex Sweater Vest - Same Specifications as 302 Edwards	XS-XL					

PRICE SUMMARY SHEET

**RFP 1-3928
EXHIBIT B**

COACH OPERATOR, OPERATIONS INSTRUCTOR AND FIELD SUPERVISOR UNIFORMS			Initial Term			Option Term	
Item	Item Description	Sizes	Year 1 7/1/22 - 6/30/23	Year 2 7/1/23 - 6/30/24	Year 3 7/1/24 - 6/30/25	Year 1 7/1/25 - 6/30/26	Year 2 7/1/26 - 6/30/27
134	5550 A+ SCHOOL APPAREL - Full Zip Unisex Sweater Vest - Same Specifications as 302 Edwards	2X-6X					

1. I acknowledge receipt of **RFP 1-3928** 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: PROPOSED AGREEMENT

1 **PROPOSED AGREEMENT NO. C-1-3928**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 _____
6 **THIS AGREEMENT** is effective this ____ day of _____, 2022 ("Effective
7 Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box
8 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred
9 to as "AUTHORITY"), and , , , (hereinafter referred to as "CONTRACTOR").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONTRACTOR to provide coach operator,
12 operations instructor and field supervisor uniforms; and

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

14 **WHEREAS**, CONTRACTOR has represented that it has the requisite personnel and experience,
15 and is capable of performing such services; and

16 **WHEREAS**, CONTRACTOR wishes to perform these services;

17 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CONTRACTOR
18 as follows:

19 **ARTICLE 1. COMPLETE AGREEMENT**

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

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

EXHIBIT C

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

10 A. CONTRACTOR 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 times
13 and places designated by AUTHORITY.

14 B. CONTRACTOR shall provide the personnel listed below to perform the above-specified
15 services, 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 CONTRACTOR, nor shall his/her agreed-upon function
23 or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should
24 the services of any key person become no longer available to CONTRACTOR, the resume and
25 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as
26 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key

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

4 **ARTICLE 4. TERM OF AGREEMENT**

5 A. This Agreement shall commence on July 1, 2022 and shall continue in full force and effect
6 through June 30, 2025, unless earlier terminated or extended as provided in this Agreement. A written
7 Notice to Proceed shall be issued by AUTHORITY to CONTRACTOR after garment choices are
8 approved by Authority's project manager.

9 B. AUTHORITY, at its sole discretion may elect to extend the term of this Agreement up to an
10 additional twenty-four (24) months, commencing July 1, 2025 and continuing through
11 June 30, 2027 ("Option Term"), and thereupon require CONTRACTOR to continue to provide services,
12 and otherwise perform, in accordance with Exhibit A, entitled "Scope of Work," at the rates set forth in
13 Article 5, "Payment."

14 C. AUTHORITY's election to extend this Agreement beyond the Initial Term shall not diminish its
15 rights to terminate the Agreement for AUTHORITY's convenience or CONTRACTOR's default as
16 provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be
17 the period extending from July 1, 2022 through June 30, 2027, which period encompasses the Initial
18 Term and Option Term.

19 **ARTICLE 5. PAYMENT**

20 A. For CONTRACTOR's full and complete performance of its obligations under this Agreement
21 and subject to the maximum cumulative payment obligation provisions set forth in Article 6, AUTHORITY
22 shall pay CONTRACTOR on a time-and-expense basis with firm-fixed unit prices, in accordance with the
23 following provisions.

24 B. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding
25 to the work actually completed by CONTRACTOR. Work completed shall be documented in a monthly
26 progress report prepared by CONTRACTOR, which shall accompany each invoice submitted by

EXHIBIT C

1 CONTRACTOR. AUTHORITY shall pay CONTRACTOR at the price per description specified in
2 Exhibit B, entitled "Price Summary Sheet," which is attached to and by this reference, incorporated in and
3 made a part of this Agreement. These prices shall remain fixed for the term of this Agreement and are
4 acknowledged to include CONTRACTOR's overhead costs, general costs, administrative costs and
5 profit. CONTRACTOR shall also furnish such other information as may be requested by AUTHORITY to
6 substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full
7 payment until such time as CONTRACTOR has documented to AUTHORITY'S satisfaction, that
8 CONTRACTOR has fully completed all work required. AUTHORITY's payment in full shall constitute
9 AUTHORITY's final acceptance of CONTRACTOR's work.

10 C. Invoices shall be submitted by CONTRACTOR on a monthly basis and shall be submitted in
11 duplicate to AUTHORITY's Accounts Payable office. CONTRACTOR may also submit invoices
12 electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net. Each
13 invoice shall be accompanied by the monthly progress report specified in paragraph B of this Article.
14 AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each
15 invoice. Each invoice shall include the following information:

- 16 1. Agreement No. C-1-3928;
- 17 2. Specify items for which the payment is being requested;
- 18 3. The time period covered by the invoice;
- 19 4. Total monthly invoice (including project-to-date cumulative invoice amount);
- 20 5. Monthly Progress Report;
- 21 6. Certification signed by the CONTRACTOR or his/her designated alternate that a)

22 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
23 information included with the invoice is true, complete and correct in all material respects; c) All payments
24 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
25 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
26 invoice does not include any amount which CONTRACTOR intends to withhold or retain from a

subcontractor or supplier unless so identified on the invoice.

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

ARTICLE 6. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for CONTRACTOR's profit) shall be ____ Dollars (\$____.00) which shall include all amounts payable to CONTRACTOR 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 CONTRACTOR:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Sue Ding

Title:

Title: Sr. Contract Administrator

Phone:

Phone: (714) 560 - 5631

Email:

Email: sdging@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

A. CONTRACTOR's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONTRACTOR's personnel performing services under this Agreement shall

EXHIBIT C

1 at all times be under CONTRACTOR's exclusive direction and control and shall be employees of
2 CONTRACTOR and not employees of AUTHORITY. CONTRACTOR shall pay all wages, salaries and
3 other amounts due its employees in connection with this Agreement and shall be responsible for all
4 reports and obligations respecting them, such as social security, income tax withholding, unemployment
5 compensation, workers' compensation and similar matters.

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

10 **ARTICLE 9. INSURANCE**

11 A. CONTRACTOR shall procure and maintain insurance coverage in full force and effect
12 during the entire term of the Agreement. Coverage shall be full coverage and not subject to self-
13 insurance provisions. CONTRACTOR shall provide the following insurance coverage:

14 1. Commercial General Liability, to include Products/Completed Operations,
15 Independent Contractors', Contractual Liability, Advertising (if applicable to Scope of Work) and
16 Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per
17 occurrence, \$2,000,000 general aggregate and \$2,000,000 Products/Completed Operations
18 aggregate;

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

21 3. Workers' Compensation with limits as required by the State of California
22 including a Waiver of Subrogation in favor of AUTHORITY, its officers, directors and employees;
23 and

24 4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000
25 policy limit-disease, and \$1,000,000 policy limit employee-disease.

26 B. Proof of such coverage, in the form of a certificate of insurance and an insurance

EXHIBIT C

1 policy blanket additional insured endorsement, designating the AUTHORITY, its officers,
2 directors and employees as additional insureds on general liability and automobile liability, as
3 required by Agreement. Proof of insurance coverage must be received by AUTHORITY within
4 ten (10) calendar days from the effective date of the Agreement and prior to commencement of
5 any work. Such insurance shall be primary and non-contributive to any insurance or self-
6 insurance maintained by the AUTHORITY. Furthermore, AUTHORITY reserves the right to
7 request certified copies or review all related insurance policies, in response to a related loss.

8 C. CONTRACTOR shall include on the face of the certificate of insurance the
9 Agreement Number C-1-3928 and, the Senior Contract Administrator's Name, Sue Ding.

10 D. CONTRACTOR shall also include in each subcontract, the stipulation that
11 subcontractors shall maintain insurance coverage in the amounts required of CONTRACTOR
12 as provided in the Agreement. Subcontractors will be required to include AUTHORITY as
13 additional insureds on the Commercial General Liability, and Auto Liability insurance policies.

14 E. Insurer must provide AUTHORITY with at least thirty (30) days' prior notice of
15 cancellation or material modification of coverage, and ten (10) days' prior notice for non-payment
16 of premium.

17 **ARTICLE 10. ORDER OF PRECEDENCE**

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

21 **ARTICLE 11. CHANGES**

22 By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
23 make changes in the general scope of this Agreement, including, but not limited to, the services furnished
24 to AUTHORITY by CONTRACTOR as described in the Scope of Work. If any such work suspension or
25 change causes an increase or decrease in the price of this Agreement, or in the time required for its
26 performance, CONTRACTOR shall promptly notify AUTHORITY thereof and assert its claim for

1 adjustment within ten (10) calendar days after the change or work suspension is ordered, and an
2 equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR
3 from proceeding immediately with the Agreement as changed.

4 **ARTICLE 12. DISPUTES**

5 A. Except as otherwise provided in this Agreement, when a dispute arises between
6 CONTRACTOR and AUTHORITY, the project managers shall meet to resolve the issue. If project
7 managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of Contracts
8 Administration and Materials Management (CAMP), who shall reduce the decision to writing and mail or
9 otherwise furnish a copy thereof to CONTRACTOR. The decision of the Director, CAMP, shall be the
10 final and conclusive administrative decision.

11 B. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with
12 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
13 CAMP. Nothing in this Agreement, however, shall be construed as making final the decision of any
14 AUTHORITY official or representative on a question of law, which questions shall be settled in
15 accordance with the laws of the State of California.

16 **ARTICLE 13. TERMINATION**

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

22 B. In the event either Party defaults in the performance of any of their obligations under this
23 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the
24 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon
25 receipt of such notice, CONTRACTOR shall immediately cease work, unless the notice from
26 AUTHORITY provides otherwise. Upon receipt of the notice from AUTHORITY, CONTRACTOR shall

EXHIBIT C

1 submit an invoice for work and/or services performed prior to the date of termination. AUTHORITY shall
2 pay CONTRACTOR for work and/or services satisfactorily provided to the date of termination in
3 compliance with this Agreement. Thereafter, CONTRACTOR shall have no further claims against
4 AUTHORITY under this Agreement. AUTHORITY shall not be liable for any claim of lost profits or
5 damages for such termination.

ARTICLE 14. INDEMNIFICATION

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

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

21 B. AUTHORITY hereby consents to CONTRACTOR's subcontracting portions of the Scope of
22 Work to the parties identified below for the functions described in CONTRACTOR's proposal.
23 CONTRACTOR shall include in the subcontract agreement the stipulation that CONTRACTOR, not
24 AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the
25 subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors,
26 employees or sureties for nonpayment by CONTRACTOR.

Subcontractor Name/Addresses

Subcontractor Function

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR shall provide AUTHORITY, or other agents of AUTHORITY, such access to CONTRACTOR's accounting books, records, payroll documents and facilities, as AUTHORITY deems necessary. CONTRACTOR 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 CONTRACTOR'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. CONTRACTOR 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

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

ARTICLE 18. CODE OF CONDUCT

CONTRACTOR agrees to comply with the AUTHORITY's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein.

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

ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES

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

ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 22. PROHIBITED INTERESTS

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

ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS

A. The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made for CONTRACTOR's records but shall not be furnished to others without written authorization from

EXHIBIT C

1 AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein
2 shall be retained by AUTHORITY.

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

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

18 **ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT**

19 A. In lieu of any other warranty by AUTHORITY or CONTRACTOR against patent or copyright
20 infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its expense any
21 claim or suit against AUTHORITY on account of any allegation that any item furnished under this
22 Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes
23 upon any presently existing U.S. letters patent or copyright and CONTRACTOR shall pay all costs and
24 damages finally awarded in any such suit or claim, provided that CONTRACTOR is promptly notified in
25 writing of the suit or claim and given authority, information and assistance at CONTRACTOR's expense
26 for the defense of same. However, CONTRACTOR will not indemnify AUTHORITY if the suit or claim

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

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

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

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

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

EXHIBIT C

1 AUTHORITY if CONTRACTOR causes AUTHORITY to exercise Article 11, and a price shall be
2 negotiated for all preliminary data.

3 **ARTICLE 26. FORCE MAJEURE**

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

11 **ARTICLE 27. HEALTH AND SAFETY REQUIREMENT**

12 CONTRACTOR shall comply with all the requirements set forth in Exhibit __, Level 1 Health, Safety and
13 Environmental Specifications.

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ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

APPROVED AS TO FORM:

James M. Donich
General Counsel

By: _____

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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: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the OCTA or any of its affiliated agencies. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

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

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- | | | |
|---|-----------|----------|
| <input type="radio"/> The Prime Contractor | Yes _____ | No _____ |
| <input type="radio"/> Subconsultant | Yes _____ | No _____ |
| <input type="radio"/> Agent/Lobbyist hired by Prime
to represent the Prime in this RFP | Yes _____ | No _____ |

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

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

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Mark A. Murphy, Chairman

Lisa A. Bartlett, Director

Doug Chaffee, Director

Barbara Delgleize, Director

Andrew Do, Director

Katrina Foley, Director

Brian Goodell, Director

Patrick Harper, Director

Michael Hennessey, Director

Gene Hernandez, Director

Steve Jones, Director

Joseph Muller, Director

Tam Nguyen, Director

Vicente Sarmiento, Director

Harry S. Sidhu, Director

Donald P. Wagner, Director

EXHIBIT F: HEALTH, SAFETY AND ENVIRONMENTAL 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 G: 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: