

REQUEST FOR PROPOSALS (RFP) 2-2886

SECURITY OFFICER SERVICES



ORANGE COUNTY TRANSPORTATION AUTHORITY

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

Key RFP Dates

Issue Date:	November 14, 2022
Pre-Proposal Conference Date:	November 29, 2022
Question Submittal Date:	December 1, 2022
Proposal Submittal Date:	December 20, 2022
Interview Date:	January 9, 2023

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November 14, 2022

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 2-2886: "SECURITY OFFICER SERVICES"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified contractors to provide security officer services. The budget for this project is \$1,092,000 for a two (2)-year initial term.

Please note that by submitting a Proposal, Offeror certifies that it is not subject to any Ukraine/Russia-related economic sanctions imposed by the State of California or the United States Government including, but not limited to, Presidential Executive Order Nos. 13660, 13661, 13662, 13685, and 14065. Any individual or entity that is the subject of any Ukraine/Russia-related economic sanction is not eligible to submit a Proposal. In submitting a Proposal, all Offerors agree to comply with all economic sanctions imposed by the State or U.S. Government.

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 December 20, 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 2-2886**" 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.

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 2-2886, firms and subcontractors must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Security, Safety and Health Services	Crime Prevention - Services
	Guard & Security Services

A pre-proposal conference will be held via teleconference on November 29, 2022, at 10:00 a.m.. Prospective Offerors may join or call-in using the following credentials:

- [Click here to join the meeting](#)
- OR Call-in Number: 916-550-9867
- Conference ID: 316 197 145#

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.

The Authority has established January 9, 2023, 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

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A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held via teleconference on November 29, 2022, at 10:00 a.m.. Prospective Offerors may join or call-in using the following credentials:

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- OR Call-in Number: 916-550-9867
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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:

Yvette Crowder, Senior Contract Administration
Contracts Administration and Materials Management Department
Phone: 714.560.5616
Email: ycrowder@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 offeror, subcontractor, lobbyist or

agent hired by the offeror 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 contractor 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 offeror, subcontractor, lobbyist or agent hired by the offeror that engages in such prohibited communications may result in disqualification of the offeror 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 ycrowder@octa.net no later than 5:00 p.m., on December 1, 2022.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 2-2886" 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 December 6, 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 at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Security, Safety and Health
Services

Commodity:

Crime Prevention - Services
Guard & Security Services

Inquiries received after 4:30 p.m. on December 1, 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 December 20, 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 2-2886**” 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 type contract with fully-burdened firm-fixed rates and anticipated expenses for work specified in the scope of work, included in the RFP as Exhibit A. The contract term will be for an initial two (2)-year period, with one (1), one (1)-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.

N. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California Public Records Act, Government Code sections 6250 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

If a Proposal does include "confidential" or "proprietary" markings and the Authority receives a request pursuant to the Act, the Authority will endeavor (but cannot guarantee) to notify the Offeror of such a request. In order to protect any information submitted within a Proposal, the Offeror must pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information. The Authority generally does not consider pricing information, subcontractor lists, or key personnel, including resumes, as being exempt from disclosure under the Act. In no event shall the Authority or any of its officers, directors, employees, agents, representatives, or consultants be liable to a Offeror for the disclosure of any materials or information submitted in

response to the RFP or by failing to notify a Offeror of a request seeking its Proposal. The Authority reserves the right to make an independent decision to disclose records and material.

Notwithstanding the above, all information regarding proposal responses will be held as confidential until such time as the evaluation has been completed; an award has been made by the Board of Directors or Authority Staff, as appropriate; and the contract has been fully negotiated.

SECTION II: PROPOSAL CONTENT

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A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Yvette Crowder, Senior Contract Administration 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 work 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) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (3) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (4) 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 fully burdened labor rates and anticipated expenses to complete the Scope of Work.

5. Appendices

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

B. FORMS

1. 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, subconsultants, 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.

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 the completed form(s) as part of its proposals.

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 20%**

 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 25%**

 Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
- 3. Work Plan 25%**

 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 30%**

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

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established January 9, 2023, 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 Executive 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

SECURITY OFFICER SERVICES

Project Background

The Orange County Transportation Authority (Authority) seeks proposals from qualified Contractors to provide uniformed and unarmed security officer services. Contractor shall provide Authority with trained and qualified security officers and supervisors who can project a professional appearance and positive demeanor while remaining alert, courteous, and tactful. Security officers and supervisors shall perform limited control and access functions to two (2) bus bases.

Security Officer services include but are not limited to:

- Providing excellent customer service
- Provide vehicle and pedestrian access control
- Provide vehicle and foot patrols of base interior and exterior areas
- Observe activities, assess, and report on activities
- Monitor video management system (VMS) for non-approved activity
- Monitor and respond to radio and telephone calls
- File reports, logs and other documents in an accurate and timely manner
- Provide effective supervision and management of security personnel

Base Details

Garden Grove Base

11800 Woodbury Road
Garden Grove, CA 92843

Size of facility:	26.4 Acres
Number of buildings on site:	6 Buildings
Maintenance, Bus Operations, Annex, Bus Wash, Fuel, Brake/Facilities	
Number of buses garaged:	124
Number of other vehicles garaged:	63
Number of maintenance and storeroom employees on-site:	71
Number of coach operators on-site:	309
Number of other/administrative staff on-site:	107

Santa Ana Base

4301 W. MacArthur Boulevard
Santa Ana, CA 92704

Size of facility:	20 acres
Number of buildings on site:	6 Buildings

Maintenance, Bus Operations, Fuel/Brake/Tire, Detailing/Cleaning Bus Wash, Storage	
Number of buses garaged:	200
Number of other vehicles garaged:	50
Number of maintenance and storeroom employees on-site:	107
Number of coach operators on-site:	422
Number of other/administrative staff on-site:	35

Aerial maps of the bases are attached to this Agreement as Attachment A.

Authority Roles and Responsibilities

Contractor performance and oversight shall be managed by Authority's Security and Emergency Preparedness Department.

The roles and responsibilities of Authority specific to security officer services described in this Scope of Work (SOW) are outlined as follows:

Authority will provide a physical workspace (fixed post) at each Base with the following equipment:

- Power
- Light
- Climate control
- Work/desk surface
- Seating

Authority will provide the additional following equipment:

- Portable radio
- Base maps
- Telephone directory
- Computer equipment

Authority will provide access to restrooms and break facilities.

Authority will provide access to, and training on, Authority's VMS.

Authority may provide a vehicle equipped and marked for security patrol purposes with the ability to drive on public roadways.

Authority will provide Transportation Security Administration (TSA)-mandated transportation security course curriculum.

Authority will assign a project manager (Authority PM) to serve as a direct point of contact for Contractor. Authority PM shall:

- Develop in collaboration with Contractor agreed-upon Post Orders
- Provide schedule of operating hours for service
- Provide one (1) week notice, in advance, to Contractor of change in operating hours
- Coordinate with the Contractor's Client Manager the assignment and deployment of all contracted security personnel
- May inspect all Bureau of Security and Investigative Services (BSIS)-issued certification cards to ensure they are always current and in each security officer's possession

Authority will work with the Contractor to jointly develop emergency operations and critical incident management protocols which security personnel will follow.

Authority will conduct periodic reviews to ensure the Contractor adheres to this Agreement and maintains the ability to responsibly perform the required services.

CONTRACTOR ROLES AND RESPONSIBILITIES

Contractor shall provide sufficient contracted personnel to fill all required hours, who meet all state (BSIS and Department of Motor Vehicles), and local (Cities of Garden Grove and Santa Ana) requirements for contracted security officer personnel. Contracted security officer personnel must possess a valid California Driver License and possess a valid First Aid/CPR/AED certification.

Contractor shall conduct a criminal history background check through the California State Department of Justice fingerprint database for all personnel assigned to this contract. This check shall include both state and federal criminal history databases. Security officer candidates shall have no prior felony convictions or disqualifying misdemeanor convictions based on the State Bureau of Consumer Affairs certification standards. Security officer candidates shall not be listed as the restrained party on any court-issued permanent or temporary restraining order

Contractor shall provide Authority with an organization chart showing all positions, lines of reporting responsibility, and indicating the number of full-time and part time employees in each position and shall be updated and included with the monthly billing. Authority retains the right to review all personnel policies and lists.

Contractor shall provide the necessary personnel whose expertise will ensure successful management and delivery of security officer services. All personnel that are assigned to this contract shall be knowledgeable of security officer principles, maintain satisfactory standards of employee competency, conduct, appearance, and integrity as required and set forth in the contract with the Authority.

Contractor is responsible for the daily managing of contract personnel as necessary to ensure proper performance.

Contractor shall deploy and utilize an electronic patrol management system that:

- Guides, tracks, and documents the activities of all contracted personnel
- Provides, maintains, and archives all logs, reports, emails, and other documentation for a period of four (4) years after contract expiration
- Emails documents to the Authority PM daily, including:
 - Daily Activity Logs for all personnel
 - Supervisor Reports
 - Incident Reports
 - Visitor Logs
- Provides full access to authorized Authority personnel
- In the event of electronic patrol management system failure, Contractor shall submit handwritten logs, reports, and other documents. Contractor must submit these:
 - On Authority-approved forms
 - Written in black ink
 - Written with block print

Contractor shall provide all required security uniforms and equipment (design and color subject to Authority approval)

- Uniforms must fit properly and remain clean and in good repair
- All jackets and shirts must include “Security” shoulder patches and embroidered security badges and name tapes
- Headgear (dress or baseball cap only)
- Rain gear shall be yellow and have “Security” stenciled on the back
- Traffic Safety Vest
- All Personal Preparedness Equipment (PPE)
- Footwear must be black leather (no sneakers)
- Gear must be black, and remain clean, and in good repair
- Flashlights are required and must be high-output LED (minimum 1000 lumens) and rechargeable
- Report, log, and other document forms and stationery supplies as needed
- Any other equipment required to meet contract obligations which Authority does not provide

SECTION 1: QUALITY ASSURANCE PLAN

Contractor shall establish and maintain a Quality Assurance Plan (QAP) to assure contractual requirements are met. This plan must be submitted to the Authority PM for approval within seven (7) working days of the award of contract

Contractor’s QAP shall include, but is not limited to:

- An inspection system covering all contractual requirements, personnel, and services, and related contractual documents
- At a minimum, this system shall identify and/or include:

- The activities and personnel to be inspected on both a scheduled and unscheduled basis
- How often and in what manner Contractor will conduct the inspections
- Names and positions of inspection personnel
- Corrective action procedures
 - Procedures which the Contractor will use to respond to, and correct, any deficiencies in service which the Authority or Authority PM identifies

SECTION 2: KEY PERSONNEL

Key Personnel

To ensure the continuity of consistently high service standards over the life of the security officer services, Contractor shall retain qualified and experienced key personnel to perform service according to the requirements set forth in this scope of work. Contractor's retention of such key personnel is significant to satisfactory contract performance. Contractor shall maintain the key personnel identified throughout the term of the contract. Proposed changes in key personnel incumbents and job duties shall be subject to review and approval by Authority before the implementation of changes.

The Contractor shall not replace the key personnel without written consent and approval from Authority; said consent shall not to be unreasonably withheld or delayed. Contractor shall submit a resume to Authority for any proposed replacement candidate.

CONTRATOR shall assign a Client Manager to serve as the single point of contact to Authority personnel.

Client Manager

- Provide effective management and supervision of contracted personnel
- Recruit, hire, train, supervise, schedule, discipline, and reassign, if necessary, all personnel assigned to this contract
- Provide remedial security officer training or counseling as required and be prepared to remove personnel from Authority service, with or without cause, upon Authority PM request
 - With cause – Removal and replacement required within two (2) hours
 - Without cause – Removal and replacement required within twelve (12) hours
- Provide ongoing training for personnel as needed and participate in all relevant Authority-sponsored training, drills, and exercises upon request
- Participate in periodic liaison/coordination meetings with Authority staff and OCSD's Transit Police Services (TPS) when appropriate
- Provide a monthly progress report to the Authority PM summarizing incident reports, activities, actions, and any other information the Authority may request

- Monitor the California Consumer Affairs website quarterly for the certification status of all Authority assigned employees and provide a quarterly report to the Authority PM
- Ensure all security officers maintain and carry a current BSIS certification card while on duty
- Develop and institute an approved relief schedule for all posts which the Contractor shall incorporate into the approved Post Orders
- All equipment, accessories, software, licenses, and any updates necessary to support the electronic patrol management system described above

SECTION 3: SECURITY OFFICER SERVICES DESCRIPTION

Contractor shall staff fixed post locations and provide an on-site roving supervisor.

- Minimum Staffing Levels:
 - Provide two (2) fixed posts as follows: Garden Grove (one); Santa Ana (one)
 - Provide one (1) roving patrol as follows: Travel between Garden Grove and Santa Ana

Contractor shall be responsible for the following duties:

Fixed Post

- Staff a fixed post location
 - Remain on duty until properly relieved
 - Provide excellent customer service to:
 - Employees
 - Contractors
 - Vendors
 - Authority customers
 - General Public
- Control, monitor, and document access to the Base(s)
- Monitor Video Management System (VMS) cameras
- Properly report any observations of concern
- Properly report security incidents and suspicious persons/activities
- Remain in telephonic and/or radio communication with On-Site Roving Supervisor and Authority personnel
- Coordinate emergencies with Authority personnel, notify Authority Central Communications and appropriate law enforcement jurisdiction or fire agency in the event of emergencies
- Complete and submit logs, reports, and other required documentation via the approved electronic patrol management system to include:
 - Pass Down and Visitor Logs
 - Daily Activity Report (DAR) by the end of each shift
 - Incident Report (documenting any unusual occurrence) by the end of each shift
 - Other reports or logs as required

- If handwritten, all documentation must be on Authority-approved forms and written legibly in black ink with block print
- Check-in and out with specified Authority personnel at the start and completion of each shift

On-Sight Roving Supervisor

- Provide reliable and accessible Field Supervision and Management
- Provide random and directed interior and perimeter vehicle patrols of both bases
- Follow all rules of the road when on public streets
- Follow all traffic signs and marking when on Bases
- Provide excellent customer service to:
 - Employees
 - Contractors
 - Vendors
 - Authority customers
 - General Public
- Provide relief of Fixed Post personnel for all breaks as required by labor law to include comfort and meal breaks
- Remain in telephonic and/or radio communication with Fixed Post and Authority personnel
- Respond to, assess, and report on security incidents and suspicious persons/activities
- Complete and submit logs, reports, and other required documentation via the approved electronic patrol management system to include:
 - Pass Down and Visitor Logs
 - Daily Activity Report (DAR) by the end of each shift
 - Incident Report (documenting any unusual occurrence) by the end of each shift
 - Other reports or logs as required
- If handwritten, all documentation must be on Authority-approved forms and written legibly in black ink with block print
- At the beginning shift, review and approve all reports, logs, and other documentation which the security officers submitted, through EPMS, during the previous day
 - In the event of failure of the electronic patrol management system, requiring handwritten logs, reports, or other documentation, at the beginning of their shift, the supervisor shall:
 - Review and approve all documentation
 - Collate all reports that are required daily and send them to the Authority PM via Authority courier
 - Handwritten reports that are required daily include:
 - Officer and Supervisor Daily Activity Reports
 - Incident Reports
 - Visitor Logs

- Check-in and out with specified Authority personnel at the start and completion of each shift

Contractor shall be prepared to provide supplemental staffing in the event of emergencies and as requested

Hours of contracted service:

Garden Grove Base:

Fixed Post

84 hours per week, during general hours of darkness, one 12-hour shift each day, seven (7) days per week

Santa Ana Base:

Fixed Post

84 hours per week, during general hours of darkness, one 12-hour shift each day, seven (7) days per week

Both Bases:

Roving Patrol

84 hours per week, during general hours of darkness, one 12-hour shift each day, seven (7) days per week

Totals:

252 hours per week

SECTION 4: TRAINING

Contractor shall provide written Post Orders, developed in collaboration with Authority or Authority PM and shall contain, at a minimum:

- Base information (Maps, Operating hours, Important phone numbers, etc.)
- Facility rules and regulations
- Office equipment operation
- Vehicle operation
- Access control procedures
- Emergency and critical incident response procedures
- Security and fire control alarm systems
- Bus safety information
- Response to injury or illness
- Shift schedules
- Use of Force policy
- Proper log and report procedures

Contractor shall train all assigned personnel to the agreed upon Post Orders. Post Orders are important guidelines, however, direction from the Authority PM or Security and Emergency Preparedness (SEP) Department Manager or designee will take precedence.

Contractor shall deliver TSA-mandated security training and other training as required. Contractor will maintain complete training records for all contracted personnel and provide training records and or access to records as requested by Authority.

SECTION 5: Verification and Inspections

Authority reserves the right and responsibility to inspect, investigate, conduct inquiries into, supervise, and otherwise direct the activities of all personnel providing services under this contract. The Authority PM or designee shall conduct these activities, both announced and unannounced, on a regular, periodic basis. The Contractor shall only participate in Authority PM-approved activities. Should any Authority personnel other than the Authority PM or designee provide direction to or make a request of the Contractor, the Contractor shall notify the Authority PM as soon as possible.

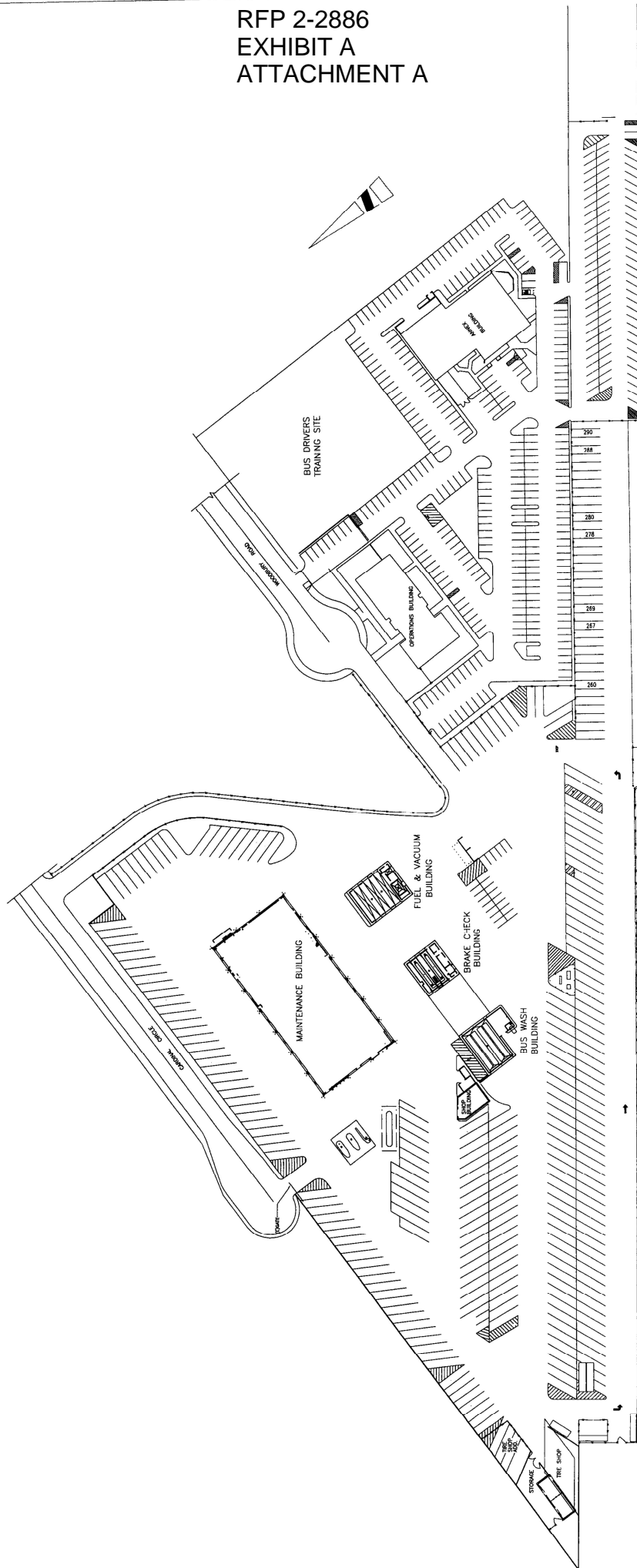
During the first three (3) months of this Agreement, the Contractor's Client Manager will meet with Authority's PM once a week. Following the initial three (3) months, Authority will either extend the weekly meetings or establish a monthly meeting schedule. The Authority PM will include other Authority staff and TPS in these meetings as necessary.

LIMITATION ON GOVERNMENTAL DECISIONS

Nothing contained in this scope of work permits Contractor's personnel to authorize or direct any actions, votes, appoint any person, obligate, or commit Authority to any course of action or enter into any contractual agreement on behalf of Authority. In addition, Contractor's personnel shall not provide information, an opinion, or a recommendation for the purpose of affecting a decision without significant intervening substantive review by Authority personnel, counsel, and management.

RFP 2-2886
EXHIBIT A
ATTACHMENT A

II-7



GARDEN GROVE BASE
11790 CARDINAL CIRCLE, GARDEN GROVE, CA

SANTA ANA BASE
4301 W. McArthur Blvd.

II-7

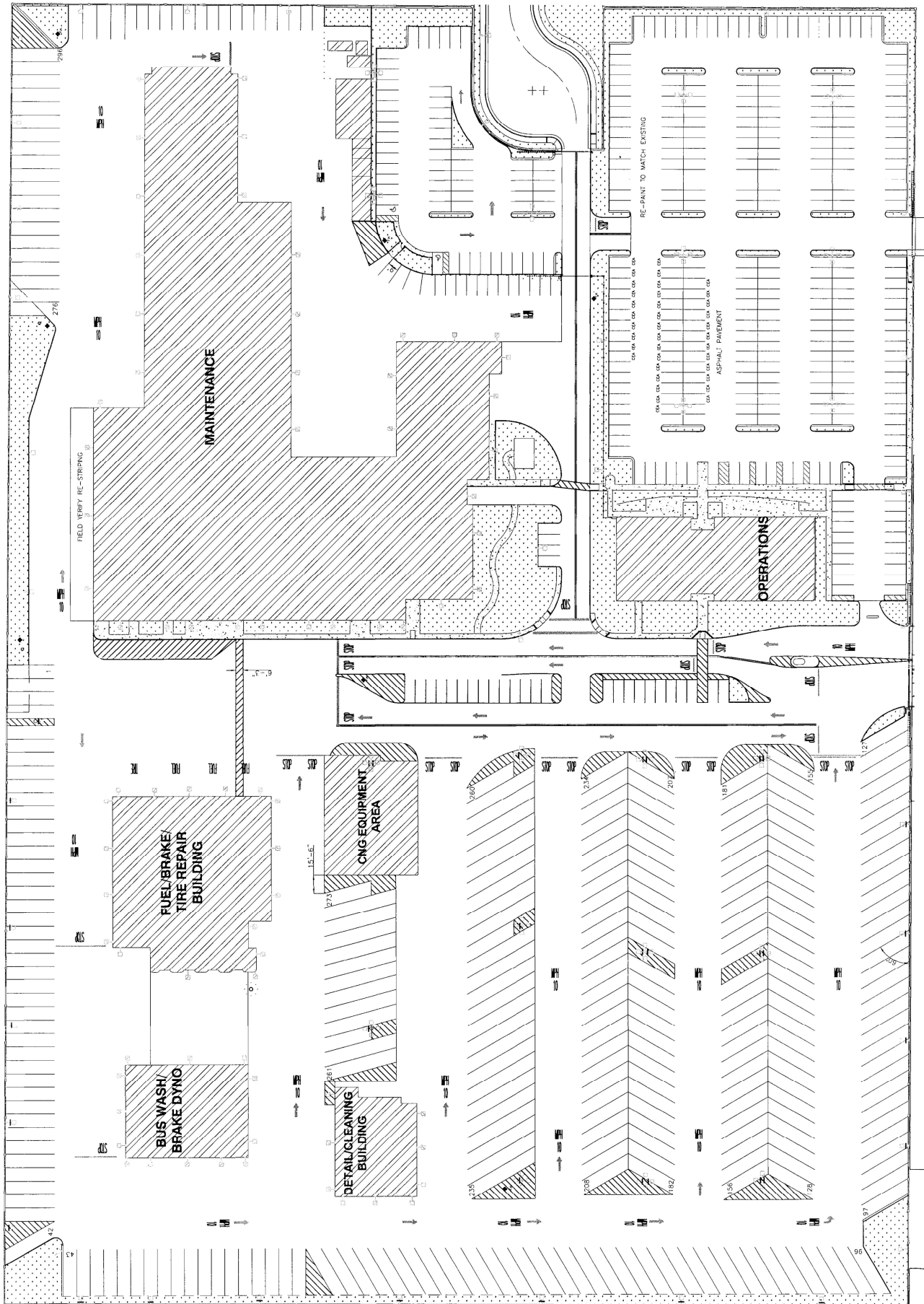


EXHIBIT B: PRICE SUMMARY SHEET

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 2-2886

Enter below the proposed price for each of the project specifications described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, and profits. The Authority's intention is to award a time-and-expense contract. These are estimated quantities with no guaranteed usage.

Firm Name: _____

Key Personnel:

		INITIAL TERM		OPTION TERM
Job Function	Name	Fully-Burdened Hourly Rate(s) Effective 3/1/23 thru 2/28/24	Fully-Burdened Hourly Rate(s) Effective 3/1/24 thru 2/28/25	Fully-Burdened Hourly Rate(s) Effective 3/1/25 thru 2/28/26
Unarmed Security Officer				
Unarmed Roving Supervisor				
Client Manager				

Note: Please provide fully-burdened hourly rates for the above designated job categories for price analysis purposes.

Other Labor Charges:

		INITIAL TERM		OPTION TERM
Job Function:		Fully-Burdened Hourly Rate(s) Effective 3/1/23 thru 2/28/24	Fully-Burdened Hourly Rate(s) Effective 3/1/24 thru 2/28/25	Fully-Burdened Hourly Rate(s) Effective 3/1/25 thru 2/28/26

Other Direct Costs Schedule (ODC)

Type of ODC		Unit	Rate	Budget Amount
1.				
2.				

Additional ODC required and authorized by the Authority but not included in this Agreement will be reimbursed either (a) "At Cost" or, (b) up to the applicable current rated listed in this Schedule II whichever is less. Supporting documentation must accompany invoice.

Please note the following:

- The Authority will not reimburse Contractor for hours charged to perform activities associated with the preparation and review of invoices submitted to the Authority.
- The Authority will not reimburse Contractor for local meals and travel time, unless previously approved, or any other expenses not included within this Exhibit B.

1. I acknowledge receipt of **RFP 2-2886** 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-2-2886**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 _____
6 **THIS AGREEMENT** is effective this ____ day of _____, 2023 ("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 uniformed and
12 unarmed security officer services; 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.

6 **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.

9 **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.

16 **Names**

Functions

17
18 C. No person named in paragraph B of this Article, or his/her successor approved by
19 AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon function
20 or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should
21 the services of any key person become no longer available to CONTRACTOR, the resume and
22 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as
23 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key
24 person, unless CONTRACTOR is not provided with such notice by the departing employee. AUTHORITY
25 shall respond to CONTRACTOR within seven (7) calendar days following receipt of these qualifications
26 concerning acceptance of the candidate for replacement.

1 **ARTICLE 4. TERM OF AGREEMENT**

2 This Agreement shall commence upon execution by both parties, and shall continue in full force
3 and effect through February 28, 2025 (Initial Term), unless earlier terminated or extended as provided in
4 this Agreement.

5 A. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for an
6 additional twenty-four (24) months commencing March 1, 2025, and continuing through
7 February 28, 2026 ("Option Term"), and thereupon require CONTRACTOR to continue to provide
8 services, and otherwise perform, in accordance with Exhibit A and at the rates set forth in Article 5,
9 Payment."

10 B. AUTHORITY's election to extend this Agreement beyond the Initial Term shall not diminish
11 its right to terminate the Agreement for AUTHORITY's convenience or CONTRACTOR's default as
12 provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period
13 extending from commencement through February 28, 2026, which period encompasses the Initial Term
14 and Option Term.

15 **ARTICLE 5. PAYMENT**

16 A. For CONTRACTOR's full and complete performance of its obligations under this Agreement
17 and subject to the maximum cumulative payment obligation provisions set forth in Article 6, AUTHORITY
18 shall pay CONTRACTOR on a time-and-expense basis in accordance with the following provisions.

19 B. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding
20 to the work actually completed by CONTRACTOR. Work completed shall be documented in a monthly
21 progress report prepared by CONTRACTOR, which shall accompany each invoice submitted by
22 CONTRACTOR. AUTHORITY shall pay CONTRACTOR at the hourly labor rates specified in Exhibit B,
23 entitled "Price Summary Sheet," which is attached to and by this reference, incorporated in and made a
24 part of this Agreement. These rates shall remain fixed for the term of this Agreement and are
25 acknowledged to include CONTRACTOR's overhead costs, general costs, administrative costs and
26 profit. CONTRACTOR shall also furnish such other information as may be requested by AUTHORITY to

EXHIBIT C

1 substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full
2 payment until such time as CONTRACTOR has documented to AUTHORITY's satisfaction, that
3 CONTRACTOR has fully completed all work required. AUTHORITY's payment in full shall constitute
4 AUTHORITY's final acceptance of CONTRACTOR's work.

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

- 11 1. Agreement No. C-2-2886;
- 12 2. Specify the effort for which the payment is being requested;
- 13 3. The time period covered by the invoice;
- 14 4. Labor (staff name, hours charged, hourly billing rate, current charges, and
15 cumulative charges) performed during the billing period;
- 16 5. Total monthly invoice (including project-to-date cumulative invoice amount); and
- 17 6. Itemized expenses including support documentation incurred during the billing
18 period;
- 19 7. Monthly Progress Report;
- 20 8. Certification signed by the CONTRACTOR or his/her designated alternate that a)
21 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
22 information included with the invoice is true, complete and correct in all material respects; c) All payments
23 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
24 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
25 invoice does not include any amount which CONTRACTOR intends to withhold or retain from a
26 subcontractor or supplier unless so identified on the invoice.

EXHIBIT C

9. 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: Yvette Crowder

Title:

Title: Senior Contract Administrator

Phone:

Phone: (714) 560 - 5616

Email:

Email: ycrowder@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 at all times be under CONTRACTOR's exclusive direction and control and shall be employees of

EXHIBIT C

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

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

9 **ARTICLE 9. INSURANCE**

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

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

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

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

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

23 5. Professional Liability with minimum limits of \$1,000,000.

24 B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy
25 blanket additional insured endorsement, designating the AUTHORITY, its officers, directors and
26 employees as additional insureds on general liability and automobile liability, as required by Agreement.

EXHIBIT C

1 Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the
2 effective date of the Agreement and prior to commencement of any work. Such insurance shall be
3 primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.
4 Furthermore, AUTHORITY reserves the right to request certified copies or review all related insurance
5 policies, in response to a related loss.

6 C. CONTRACTOR shall include on the face of the certificate of insurance the Agreement
7 Number C-2-2886 and, the Senior Contract Administrator's Name, Yvette Crowder.

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

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

14 **ARTICLE 10. ORDER OF PRECEDENCE**

15 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
16 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 2-2886; (3)
17 CONTRACTOR's proposal dated _____; and (4) all other documents, if any, cited herein or
18 incorporated by reference.

19 **ARTICLE 11. CHANGES**

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

1 from proceeding immediately with the Agreement as changed.

2 **ARTICLE 12. DISPUTES**

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

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

14 **ARTICLE 13. TERMINATION**

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

20 B. In the event either Party defaults in the performance of any of their obligations under this
21 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the
22 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon
23 receipt of such notice, CONTRACTOR shall immediately cease work, unless the notice from
24 AUTHORITY provides otherwise. Upon receipt of the notice from AUTHORITY, CONTRACTOR shall
25 submit an invoice for work and/or services performed prior to the date of termination. AUTHORITY shall
26 pay CONTRACTOR for work and/or services satisfactorily provided to the date of termination in

EXHIBIT C

1 compliance with this Agreement. Thereafter, CONTRACTOR shall have no further claims against
2 AUTHORITY under this Agreement. AUTHORITY shall not be liable for any claim of lost profits or
3 damages for such termination.

ARTICLE 14. INDEMNIFICATION

4
5 A. CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY, its
6 officers, directors, employees and agents (indemnities) from and against any and all claims (including
7 attorneys' fees and reasonable expenses for litigation or settlement) for any loss or
8 damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent
9 acts, omissions or willful misconduct by CONTRACTOR, its officers, directors, employees, agents,
10 subcontractors or suppliers in connection with or arising out of the performance of this Agreement.

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

11
12 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
13 CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be
14 subcontracted by CONTRACTOR, without the prior written consent of AUTHORITY. Consent by
15 AUTHORITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all
16 terms and conditions of this Agreement.

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

23 **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 0 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 subcontractors performing work under this Agreement, shall be prohibited from concurrently representing or lobbying for any other party competing for a contract with

1 AUTHORITY, either as a prime CONTRACTOR or subcontractors. Failure to refrain from such
2 representation may result in termination of this Agreement.

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

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

7 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

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

15 **ARTICLE 22. PROHIBITED INTERESTS**

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

19 **ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

25 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
26 descriptions, and all other written information submitted to CONTRACTOR in connection with the

EXHIBIT C

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

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

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

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

EXHIBIT C

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

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

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

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

25 **ARTICLE 26. FORCE MAJEURE**

26 Either party shall be excused from performing its obligations under this Agreement during the time

EXHIBIT C

1 and to the extent that it is prevented from performing by an unforeseeable cause beyond its control,
2 including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products,
3 plants or facilities by the federal, state or local government; national fuel shortage; or a material act or
4 omission by the other party; when satisfactory evidence of such cause is presented to the other party,
5 and provided further that such nonperformance is unforeseeable, beyond the control and is not due to
6 the fault or negligence of the party not performing.

ARTICLE 27. LIMITATION ON GOVERNMENTAL DECISIONS

8 CONTRACTOR shall not make, participate in making, or use its position to influence any
9 governmental decisions as defined by the Political Reform Act, Government Code section 81000 et seq.,
10 and the implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq.
11 CONTRACTOR's personnel performing services under this Agreement shall not authorize or direct any
12 actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or enter into
13 any contractual agreement on behalf of AUTHORITY. In addition, CONTRACTOR's personnel shall not
14 provide information, an opinion, or a recommendation for the purpose of affecting a decision without
15 significant intervening substantive review by AUTHORITY personnel, counsel, and management.

ARTICLE 28. HEALTH AND SAFETY REQUIREMENT

17 CONTRACTOR shall comply with all the requirements set forth in Exhibit __, Level 2 Safety
18 Specifications.

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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-2-2886 to be
2 executed as of the date of the last signature below.

3 **CONTRACTOR**

4 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

5 By: _____

6 By: _____

7 Darrell E. Johnson
8 Chief Executive Officer

9 **APPROVED AS TO FORM:**

10 By: _____

11 James M. Donich
12 General Counsel

13 **APPROVED:**

14 By: _____

15 Jennifer Bergener
16 Deputy Chief Executive Officer
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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 subconsultants 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 subconsultants, 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

Gene Hernandez, Vice 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

Steve Jones, Director

Fred Jung, Director

Joseph Muller, Director

Tam Nguyen, Director

Vicente Sarmiento, Director

Donald P. Wagner, Director

EXHIBIT F: SAFETY SPECIFICATIONS

LEVEL 2 STANDARD HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

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, and bus yard safety rules as well as all federal, state, and local regulations pertaining to scope of work 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 reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

C. INJURY AND 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.

D. 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.

E. HAZARD COMMUNICATION PROGRAM

- 1. 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 products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- 2. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

F. STORM WATER POLLUTION PREVENTION PLAN

1. 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.

G. DESIGNATED HEALTH, SAFETY, ENVIRONMENTAL (HSE) REPRESENTATIVE

1. 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.
2. 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, and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.
3. The Contractor's HSE Representative is subject to acceptance by the Authority Project Manager, and the HSEC Department. All contact information of the HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager, upon request, within 72 hours.
4. The Contractor's HSE Representative shall hold a current certification from the Board of Certified Safety Professionals (BCSP) and have five years of demonstrated construction/scope experience enforcing HSE compliance on construction, industrial or similar project scopes. The designated HSE Representative shall participate in any required HSE related submittals. The Authority reserves the right to allow for an exception and to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.
5. Competent Individual means an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and/or property, and who has authorization to take prompt corrective measures to eliminate them.
6. Qualified Individual means an individual who by possession of a recognized degree, certificate, certification or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the Project.

H. SCOPE PLANNING

Prior to any scope work activity or task, the Contractor shall evaluate the hazards of the scope of work and the work environment to ensure proper control measures are identified for employee public and property protection measures to prevent incidents. This evaluation shall be implemented by developing a written site specific Job Hazard Analysis (JHA) or similar tool designed for planning the work to prevent incidents. The plan shall be provided to the Authority's Project Manager, upon request, within 72 hours.

I. ORIENTATION

1. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation at a minimum shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 or 3 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.
2. Copies of orientation documents shall be provided to the Authority Project Manager within 72 hours upon request.

J. TRAFFIC & PARKING

The Contractor shall ensure that all Contractor vehicles, including those of their subcontractors, suppliers, vendors and employees are parked in designated parking areas, personal vehicles shall be parked in the employee parking lot, work vehicles required in the maintenance area of a bus base shall be identified by company name and/or logo, covered by the company insurance, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots. Vehicles without appropriate company name and logo are considered personal vehicles and not allowed in the maintenance area of the bus base.

K. GENERAL PROVISIONS

1. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.
2. The Contractor shall immediately notify the Authority's Project Manager whenever local, state or federal regulatory agency personnel are identified as being onsite.

3. The Authority HSEC 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 pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
4. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its subcontractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.
5. The Contractor shall instruct all its employees, and all associated subcontractors under contract with the Contractor who work on Authority property in the recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.
6. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, and each Contractor is encouraged to exceed minimum requirements. When the Contractor safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of the public and workers.

1.2 ENVIRONMENTAL REQUIREMENTS

- A. The Contractor shall comply with Federal, State, county, municipal, and other local laws and regulations pertaining to the environment, including noise, aesthetics, air quality, water quality, contaminated soils, hazardous waste, storm water, and resources of archaeological significance. Expense of compliance with these laws and regulations is considered included in the agreement. Contractor shall provide water used for dust control, or for pre-wetting areas to be paved, as required; no payment will be made by OCTA for this water.
- B. The Contractor shall prevent pollution of storm drains, rivers, streams, irrigation ditches, and reservoirs with sediment or other harmful materials. Fuels, oils, bitumen, calcium chloride, cement, or other contaminants that would contribute to water pollution shall not be dumped into or placed where they will leach into storm drains, rivers, streams, irrigation ditches, or reservoirs. If operating equipment in streambeds or in and around open waters, protect the quality of ground water, wetlands, and surface waters.
- C. The Contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the duration of the contract. Contractor shall comply with applicable NPDES permits and Storm Water Pollution Prevention Plan (SWPPP) requirements.

- D. Contractor shall comply with all applicable EPA, Cal EPA, Cal Recycle, DTSC, SCAQMD, local, state, county and city standards, rules and regulations for hazardous and special waste handling, recycling and/ disposal. At a minimum, Contractor shall ensure compliance where applicable with SCAQMD Rule 1166, CCR Title 8, Section 5192, 29 CFR Subpart 1910.120, 49 CFR Part 172, Subpart H, 40 CFR Subpart 265.16 and CCR Title 22 Section 6625.16. Contractor shall provide OCTA a schedule of all hazardous waste and special or industrial waste disposal dates in advance of transport date. Only authorized OCTA personnel shall sign manifests for OCTA generated wastes. Contractor shall ensure that only current registered transporters are used for disposal of hazardous waste and industrial wastes. The Contractor shall obtain approval from OCTA for the disposal site locations in advance of scheduled transport date.

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 property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Investigative photos of the existing conditions and area around the injury/incident scene, 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.

1.4 PERSONAL PROTECTIVE EQUIPMENT

Contractors, and all associated subcontractors, vendors and suppliers are required to provide their own personal protective equipment (PPE), including eye, head, foot, and hand protection, respirators, reflective safety vests, and all other PPE required to perform their work safely on Authority projects.

1.5 LANGUAGE REQUIREMENTS

The Contractor for safety reasons shall ensure employees that do not read, or understand English, shall have a bilingual supervisor or foreman when on the Authority property or projects.

1.6 WARNING SIGNS AND DEVICES

The Contractor shall provide signs, signals, and/or warning devices to be visible when and where a hazard exists. Signs, signals, and/or warning devices shall be removed when the hazard no longer exists.

1.7 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. Board of Certified Safety Professionals (BCSP)
- F. 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:
