

**REQUEST FOR PROPOSALS (RFP) 3-1710**

# **TEMPORARY STAFFING SERVICES**



**ORANGE COUNTY TRANSPORTATION AUTHORITY**

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

## **Key RFP Dates**

<b>Issue Date:</b>	<b>June 11, 2013</b>
<b>Question Submittal Date:</b>	<b>June 14, 2013</b>
<b>Proposal Submittal Date:</b>	<b>July 2, 2013</b>
<b>Interview Date:</b>	<b>July 17, 2013</b>

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June 11, 2013

**NOTICE OF REQUEST FOR PROPOSALS (RFP)**

**RFP 3-1710: "TEMPORARY STAFFING SERVICES"**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites proposals from qualified firms to provide temporary staffing services. The budget for this effort is \$243,000 for a two-year term.

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

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

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

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

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

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

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

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

To receive all further information regarding this RFP 3-1710, firms and subconsultants must be registered on CAMM NET with the following commodity code for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Human Resource &  
Employment Services

Commodity:

Temporary Employment  
Service

The Authority has established July 17, 2013 as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

**SECTION I: INSTRUCTIONS TO OFFERORS**

**SECTION I. INSTRUCTIONS TO OFFERORS**

**A. EXAMINATION OF PROPOSAL DOCUMENTS**

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

**B. ADDENDA**

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

**C. AUTHORITY CONTACT**

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

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

**D. CLARIFICATIONS**

**1. Examination of Documents**

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

## 2. Submitting Requests

- a. All questions must be put in writing and must be received by the Authority no later than 5:00 p.m., on June 14, 2013.
- b. Requests for clarifications, questions, and comments must be clearly labeled, "Written Questions." The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
  - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
  - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, 4<sup>th</sup> Floor, Orange, California 92868.
  - (3) Facsimile: (714) 560-5792.
  - (4) Email: [imendoza@octa.net](mailto:imendoza@octa.net)

## 3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than June 19, 2013. Offerors may download responses from CAMM NET at [www.octa.net/cammnet](http://www.octa.net/cammnet), or request responses be sent via U.S. Mail by emailing or faxing the request to Iris Mendoza, Contract Administrator.

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

<u>Category:</u>	<u>Commodity:</u>
Human Resource & Employment Services	Temporary Employment Service

Inquiries received after 5:00 p.m. on June 14, 2013 will not be responded to.

**E. SUBMISSION OF PROPOSALS**

**1. Date and Time**

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

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

**2. Address**

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

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

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

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

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

**3. Identification of Proposals**

Offeror shall submit an **original and 4 copies** of its proposal in a sealed package, addressed as shown above in E.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number.

**4. Acceptance of Proposals**

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



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

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

**F. PRE-CONTRACTUAL EXPENSES**

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

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

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

**G. JOINT OFFERS**

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

**H. TAXES**

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes.

**I. PROTEST PROCEDURES**

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

**J. CONTRACT TYPE**

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a time-and-expense price contract for a two-year term effective August 1, 2013 through July 31, 2015 for work specified in the Scope of Work, included in the RFP as Exhibit A.

**K. CONFLICT OF INTEREST**

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

**L. CODE OF CONDUCT**

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

**SECTION II: PROPOSAL CONTENT**

## **SECTION II. PROPOSAL CONTENT**

### **A. PROPOSAL FORMAT AND CONTENT**

#### **1. Format**

Proposals should be typed with a standard 12 point font, double-spaced, and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11" x 17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

#### **2. Letter of Transmittal**

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

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

#### **3. Technical Proposal**

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

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

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

Offeror to:

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

**b. Proposed Staffing and Project Organization**

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

Offeror to:

- (1) Identify key personnel proposed to perform the work and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment,

availability for this assignment, and how long each person has been with the firm.

- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (4) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

**c. Work Plan**

Offeror should provide a narrative, which addresses the Scope of Work and shows Offeror's understanding of Authority's needs and requirements.

Offeror to:

- (1) Describe the approach to completing the 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) Outline sequentially the activities that would be undertaken in completing the work and specify who would perform them.
- (3) Describe the method of approach to recruitment for necessary resources when needed. Include a comprehensive narrative of the sourcing, screening, and recommendation process for employees/consultants suggested to prospective clients.
- (4) Identify methods that Offeror will use to ensure quality control, as well as budget and schedule control for the project.
- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of

the project.

**d. Exceptions/Deviations**

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

**4. Cost and Price Proposal**

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services 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. STATUS OF PAST AND PRESENT CONTRACTS FORM**

Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement, or litigation. A separate form must be completed for each contract you identify.

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

**SECTION III: EVALUATION AND AWARD**



### **SECTION III. EVALUATION AND AWARD**

#### **A. EVALUATION CRITERIA**

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

- 1. Qualifications of the Firm 25%**  
Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience, and technical competence of subcontractors; assessment by client references.
- 2. Staffing and Project Organization 20%**  
Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
- 3. Work Plan 30%**  
Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity, and specificity of work plan; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Cost and Price 25%**  
Reasonableness of the total price; competitiveness with other offers received; adequacy of data in support of figures quoted.

#### **B. EVALUATION PROCEDURE**

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established July 17, 2013 as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to

attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

**C. AWARD**

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

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

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

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

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

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

**EXHIBIT A: SCOPE OF WORK**

**SCOPE OF WORK**

**TEMPORARY STAFFING SERVICES**

**1.0 General Information**

- 1.1 The Temporary Services Agency (TSA) shall provide the Orange County Transportation Authority (Authority) with qualified personnel (Temporary Personnel) to perform work assignments on a temporary basis.
- 1.2 Temporary Personnel may be required as a result of unforeseen shortfalls in the Authority's personnel coverage due to, however not limited to, prolonged illness, leaves of absence, extended position vacancies, additional staffing requirements for special projects, and other unforeseeable circumstances.
- 1.3 The average duration of a Temporary Personnel assignment at the Authority will range from approximately two weeks up to three months or longer. Actual assignments may be shorter or longer.
- 1.4 Historically, the majority of the Authority's Temporary Personnel requirements have been in the clerical or administrative support staff categories. However, temporary staffing needs may arise in other job categories including entry-level marketing support, accounts payable, and other professional categories.

**2.0 Transmission of Service Order**

- 2.1 Notifying the TSA
  - a. When the TSA services are required, an authorized representative of the Authority's Employment Department will contact the TSA via telephone to place a Temporary Service Order. The Authority's Employment Department will inform the TSA of the personnel requirements, including: job duties, skills/training required, work hours, location, and estimated duration of assignment.
  - b. The Authority considers the following characteristics when selecting Temporary Personnel: individual qualifications; skills; background; experience; work history; dependability, and the appropriateness of the candidate for the unique job requirements.

### 3.0 Positions

The following is representative of the Temporary Personnel position titles requested most frequently. The TSA must possess the capacity to provide available and qualified Temporary Personnel for these positions, at a minimum. Additional positions may be required depending on business needs. For informational purposes, the Authority's "Hourly Salary Structure" for the positions listed is provided in Attachment A.

Marketing Specialist, Associate	Office Specialist, Senior
Internet/Multimedia Specialist	Secretary, Executive
Transportation Analyst, Associate	Secretary, Senior
Office Specialist, Assistant	Administrative Specialist
Office Specialist	Customer Relations Representative

### 4.0 TSA Required Personnel Screening

The TSA shall thoroughly screen *all* personnel prior to placing them on assignment with the Authority. The screening shall include the following:

#### 4.1 Authority Required Screening

- a. All candidate resumes and/or work applications forwarded by the TSA to the Authority's Employment Department are to be transmitted via facsimile or email. Per item 2.1 above, candidates and work applications should, at a minimum, meet the requested position requirements specified. *Employment Reference Investigations* as described in paragraphs 4.2, 4.3, 4.4, and 4.5 below may be requested by the Authority in addition to candidate resume or application materials.

#### 4.2 Job Skills Testing

The TSA shall administer tests for the skills and knowledge required for the assigned position. The TSA shall provide test results to the Authority's Employment Department prior to the start of any Temporary Personnel assignment. The tests and grading criteria must be agreed upon by the Authority's Employment Department.

#### 4.3 Criminal Background Check

- a. Prior to commencement of any assignment, the TSA shall conduct a criminal background check covering the past seven years for prospective Temporary Personnel identified by the Authority's Employment Department. The TSA shall have conducted an investigation for felony and misdemeanor records with the Superior

and Municipal Court jurisdictions in which the candidate resided within the past seven years.

- b. The TSA shall include the cost of criminal background checks in its billing rate, not the actual wage rate paid to Temporary Personnel. ***The TSA shall exercise proper judgment referring Temporary Personnel to the Authority based on all screening requirements.***

#### 4.4 Immigration Reform and Control Act of 1986

The TSA shall verify that the Temporary Personnel referred for assignment have proper documentation regarding their identity and employment status according to the Immigration Reform and Control Act.

#### 4.5 California Drivers License

For positions requiring driving, the TSA shall maintain the appropriate documentation and ensure Temporary Personnel employed possess a valid California Drivers License with no more than one (1) moving or non-moving violation within a 3-year period, and no Driving Under the Influence ("DUI") or drug-related citations within a 7-year period. ***Note: A current DMV H6 history with a ten (10) year print-out will satisfy this requirement. A copy shall be submitted to the Authority's Employment Office.***

#### 4.6 Dress Code

Temporary Personnel assigned to the Authority must report to work dressed in business attire appropriate to the position. Temporary Personnel assigned to administrative, clerical, and office positions must report to work dressed in professional business clothes which adhere to the Authority's dress standards.

### 5.0 Working Hours and Location

#### 5.1 Working Hours and Assignment Duration

Temporary Personnel assignments normally will be performed between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. However, specific working hours and the duration of assignments may vary from each individual assignment.

**5.2 Location**

Temporary Personnel may be assigned to any one of the following Authority locations:

550 South Main Street, Orange, CA  
600 South Main Street, Orange, CA  
11800 Woodbury Road, Garden Grove, CA  
11911 Woodbury Road, Garden Grove, CA  
1717 East Via Burton, Anaheim, CA  
4301 West MacArthur Boulevard, Santa Ana, CA

- 5.3** Parking validation will be provided for Temporary Personnel. The Authority may issue parking key cards to Temporary Personnel placed on a long-term basis. Temporary Personnel's failure to return parking key cards upon termination of the assignment will result in a key card replacement fee to the TSA.

**6.0 Guarantees**

**6.1 Option to Hire**

Temporary Personnel may be hired at no cost by the Authority after completion of 60 days billed through the TSA. *Note: This amount of time may be waived upon mutual agreement.*

**6.2 No Charge Guarantee**

The TSA shall comply with a "No Charge Guarantee" for the first day of an assignment when the TSA is notified that the Temporary Personnel is not suitable for the assignment.

**AUTHORITY HOURLY SALARY STRUCTURE**

<b>ITEM</b>	<b>POSITION TITLE</b>	<b>MINIMUM</b>	<b>MIDPOINT</b>	<b>MAXIMUM</b>
1.	Marketing Specialist, Associate	\$20.18	\$25.55	\$30.90
2.	Internet/Multimedia Specialist	\$22.16	\$28.05	\$33.94
3.	Transportation Analyst, Associate	\$22.16	\$28.05	\$33.94
4.	Office Specialist, Assistant *	\$14.76	\$18.24	\$ 21.71
5.	Office Specialist *	\$16.56	\$20.64	\$ 24.71
6.	Office Specialist, Senior *	\$17.55	\$21.97	\$26.40
7.	Secretary, Executive	\$18.68	\$23.50	\$28.32
8.	Secretary, Senior	\$14.76	\$18.24	\$21.71
9.	Customer Relations Representative	\$14.76	\$18.24	\$21.71
10.	Administrative Specialist	\$18.68	\$23.50	\$28.32

\*Applies to Clerks in positions of General Clerical, Accounts Payable, Accounts Receivable, and Payroll.





## Job Description

ADMINISTRATIVE SPECIALIST  
ACCOUNTS PAYABLE

**Position Code:** N2886  
**Salary Grade:** K

### SUMMARY

Under minimal supervision, performs technical accounting duties in the analysis, preparation, and maintenance of complex financial records, systems, statements, and reports.

### REPRESENTATIVE DUTIES

1. Reviews very complex invoices, payment requests and other documents to input data into the automated accounts payable system. Performs batch distribution and verifies accuracy. Establishes accounts payable vendors for payment and balances.
2. Prepares and maintains accurate accounting and statistical records for very complex contracts and purchase orders. Gathers, compiles, verifies, and analyzes complex account data. Reconciles fund accounts to maintain accurate balances in vouchers payable. Sets up encumbrances and accruals.
3. Matches open invoices with purchase orders and contracts. Reviews purchase orders, contracts, invoices, and related documents. Prepares for data entry and processes for payment. Processes and audits travel authorizations and employee expense reimbursement as needed. Follows up on cash advances for travel as needed. Reconciles account balances and general ledger accounts of outstanding payables.
4. Receives and verifies check requests; maintains records and distributes to appropriate accounting personnel. Serves as custodian of signature authority cards as assigned. Processes void and reversed checks as assigned.
5. Examines vouchers and reimburses petty cash custodians and maintains records and funds as assigned.
6. Processes wire transfer payment requests as assigned.
7. Participates in internal/external audits and budget preparation as assigned.
8. Reconciles general ledger account balances as assigned.



## Job Description

ADMINISTRATIVE SPECIALIST  
ACCOUNTS PAYABLE

**Position Code:** N2886  
**Salary Grade:** K

### QUALIFICATION GUIDE

#### Knowledge of:

- Agency's Accounting Manual.
- Accounting practices, procedures, and principles.
- Applicable sections of Federal, State and County laws and codes.
- Fiscal record-keeping practices and procedures.
- Agency Chart of Accounts.
- Automated accounting systems.
- Agency organization, operations, policies, grants, objectives, and contracts.

#### Ability to:

- Prepare and maintain financial and statistical records.
- Operate computer terminal and calculator.
- Apply financial record-keeping principles to the maintenance of complex accounting records.
- Make arithmetic calculations.
- Plan and organize work; meet schedules and timelines.

### EDUCATION AND EXPERIENCE

Any combination of education and experience equivalent to a high school diploma with approximately six to nine years of progressively responsible experience in the preparation and maintenance of financial records and reports, three of which are at the senior level in the area of expertise. Coursework in accounting or bookkeeping is expected.

### DISCLAIMER

The above statements are intended to indicate the general nature and level of work performed by employees within this classification. They are not designed to contain or be interpreted as an exhaustive list of all duties, responsibilities, skills, and qualifications required of employees assigned to this job.



## Job Description

CUSTOMER RELATIONS REPRESENTATIVE

**Position Code:** N2250

**Salary Grade:** F

### SUMMARY

Under direct supervision, acts as initial contact to the general public for comments regarding all agency services, including bus service, OCTA Store, pass sales, reduced fare identification cards, etc. Provides information to customers by telephone, email, and correspondence by receiving comments, complaints, and inquiries and providing solutions.

### REPRESENTATIVE DUTIES

1. Receives, reviews, screens and classifies incoming internal and external customer comments and suggestions regarding the agency, i.e., coach operators, schedules, contracted transportation services, etc. Resolves problems by clarifying the customer's complaint, determining the cause of the concern, selecting and explaining the best solution to solve the problem, expediting response process, and following up to ensure resolution.
2. Monitors and maintains all correspondence tracking and filing systems; researches, retrieves, and prints current and prior complaints and comments as requested; directs inquiries to appropriate department or base for follow-up; follows up with internal departments to ensure resolution is timely and per departmental standards.
3. Composes, proofreads, and produces memos, letters, emails, and other correspondence while ensuring accurate spelling, grammar, and formatting.
4. Assists in the preparation, development, and maintenance of a variety of records and reports. Gathers, tabulates and proofreads statistical data regarding agency services such as pass sales, pass refunds, reduced fare identification cards, etc.
5. Identifies and develops processes or methodologies that improve departmental procedures and/or support recommendations of potential services to management by collecting customer information and analyzing customer needs based on comments received.
6. Keeps informed of current agency activities and issues affecting the agency and the public in order to explain the agency's procedures, protocols, benefits, services, and any other necessary information to the internal/external customers' comments and suggestions received by email, mail, and/or calls received both during the workday as well as after-hours.
7. Contributes to team effort to accomplish results as needed, i.e., OCTA Store staffing backup, special projects, etc.
8. Receives and processes requests for pass sales, reduced fare identifications cards; responds to inquiries regarding programs and completes transactions as required.



## Job Description

CUSTOMER RELATIONS REPRESENTATIVE

**Position Code:** N2250

**Salary Grade:** F

### QUALIFICATION GUIDE

#### Knowledge of:

- Office practices, procedures, and equipment.
- Computer software skills including word processing, spreadsheets, and database applications such as MS Office programs including Outlook, Word, Excel, etc.
- Principles of business letter writing, basic report preparation; correct spelling, grammar, and punctuation.
- Effective telephone techniques, etiquette, and customer service.
- Statistical record keeping and research techniques.
- Principles and practices of public relations and customer service.
- Agency policies, practices, procedures and fixed route bus system.
- Interpersonal skills including tact, patience, courtesy, and confidentiality.

#### Ability to:

- Prioritize, organize, and perform work independently to meet time constraints and deadlines.
- Communicate clearly and concisely with tact and diplomacy with the public, Board members, management, and other internal/external customers.
- Listen attentively, analyze situations and adopt an effective course of action.
- Independently prepare, compose, analyze, proofread, and correct text for accurate spelling, typing, punctuation, grammar and formatting for a variety of written correspondence and reports.
- Disseminate information with discretion. Exercise good judgment and maintain confidentiality in maintaining critical and sensitive information, records, and reports.
- Establish and maintain working relationships applying interpersonal skills to interaction with coworkers, management, and the general public sufficient to exchange or convey information and to receive work direction.
- Demonstrate initiative.



## Job Description

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CUSTOMER RELATIONS REPRESENTATIVE

**Position Code:** N2250

**Salary Grade:** F

### EDUCATION AND EXPERIENCE

Any combination of education and experience equivalent to a high school diploma with some related experience involving customer service information and financial or statistical record keeping preferred.

### DISCLAIMER

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## Job Description

INTRANET/MULTIMEDIA SPECIALIST

**Position Code:** N2928

**Salary Grade:** M

### SUMMARY

Under general supervision, supports the use of electronic forms and templates and the deployment of forms via the intranet. Provides support of Agency standard and graphics software through support of graphics and multimedia hardware and software, and one-on-one staff training. Maintains intranet, and leads practices and support for content publishing on the intranet. Assists with a variety of internal communications programs and projects.

### REPRESENTATIVE DUTIES

1. Manages the Agency's electronic forms. Performs direct support and coordinates professional services in rendering form support.
2. Assists end users in the design and development of forms and templates using page layout, photo editing, drawing, and HTML software tools. Tests various methods of creating forms with software tools.
3. Leads the coordination of content publishing on the Agency intranet. Performs direct support for content publishing. Establishes and maintains practices for content publishing on the intranet.
4. Organizes, designs, and publishes intranet pages for the department using current and emerging intranet software tools.
5. Assists with the development of internal communications programs; e-News, information boards, the internal newsletter and special events.
6. Coordinates layouts, solicits information for articles and works with vendors through approved process, printing and distribution.
7. Assists with the Employee of the Year event. Provides oversight for design of the graphic presentation to recognize and honor Employees of the Month, including music, narration, and annual photographs.



## Job Description

INTRANET/MULTIMEDIA SPECIALIST

**Position Code:** N2928

**Salary Grade:** M

### QUALIFICATION GUIDE

#### **Knowledge of:**

- Intranet development, content management practices, and common content authoring technologies.
- Computer software skills including word processing, graphics, spreadsheets, and database applications such as MS Office programs, including Outlook, Word, Excel, etc.
- Graphics peripherals, such as digital cameras, scanners, and color printers.
- Elements of graphic and page design.
- Principles and techniques of communication, including written, and presentations.
- Effective customer service methodologies, telephone techniques and etiquette.
- Strategies and strategies that ensure a high degree of accuracy and attention to detail.
- Principle of business writing and report preparation with specific focus on correct spelling, grammar and punctuation.
- Applicable federal, state and local laws, rules and regulations.
- Agency policies and procedures.
- Office management and time management principles.

#### **Ability to:**

- Communicate clearly and concisely with tact and diplomacy with management as well as other internal/external customers.
- Communicate technical information to non-technical users and transfer knowledge and skills.
- Interface with agency print shop and outside graphics production vendors.
- Work independently and proactively, either alone or as part of a team, and exercise sound judgment.
- Independently apply software functionality features to new or current forms and templates.



## Job Description

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INTRANET/MULTIMEDIA SPECIALIST

**Position Code:** N2928

**Salary Grade:** M

### EDUCATION AND EXPERIENCE

Any combination of education or experience equivalent to an bachelor's degree with approximately three to six years of increasing responsible professional technical graphics desktop software customer support experience, including computer graphic arts design and production, and web content publishing technologies.

### DISCLAIMER

The above statements are intended to indicate the general nature and level of work performed by employees within this classification. They are not designed to contain or be interpreted as an exhaustive list of all duties, responsibilities, skills, and qualifications required of employees assigned to this job.





## Job Description

MARKETING SPECIALIST, ASSOCIATE

**Position Code:** N2937

**Salary Grade:** L

### SUMMARY

Under direct supervision, assists in the implementation of marketing programs to support transportation services usage and organizational goals. Assists with department initiatives.

### REPRESENTATIVE DUTIES

Duties assigned to all Marketing Specialist, Associates:

1. Assists in implementing marketing programs to support bus, rideshare, paratransit, rail services, and pass sales. Uses a variety of tactics including advertising, sales promotion, cooperative advertising, direct mail, and merchandising techniques.
2. Prepares, develops, and maintains a variety of records and reports. Gathers, tabulates, and proofreads financial, statistical and trending information. Reconciles monthly inventory, sales receipts, etc. as applicable to assignment. Develops and prepares reports. Prepares and makes presentations to the Board of Directors and/or committees regarding assigned program as necessary. Makes recommendations regarding program changes and enhancements.
3. Tracks and analyzes responses to surveys and other qualitative data and prepares written reports summarizing the data.
4. Assists in conceptualizing, designing and producing materials required for marketing programs. Coordinates with graphic designers to produce printed materials.
5. Interfaces with agency departments to develop programs and report on progress.
6. Composes public information copy when needed; proofreads and edits.
7. Assures the quality of products and timely production of materials within budget.

Additional duties when assigned to Pass Sales/Vendor Relations:

1. Develops and implements targeted marketing and sales plans to increase pass sales and the number of major chain stores, local merchants, businesses, corporations, educational institutions, and agencies participating in the pass sales program. Participates in decisions regarding fare policies, ensuring equity for all qualified customers.
2. Identifies, recruits, and trains pass sale vendors. Manages agreements and/or contracts with all sales outlets to ensure contract compliance.
3. Conducts site checks/audits of pass sales outlets to ensure compliance and resolve vendor issues. Prepares and provides marketing and informational



## Job Description

MARKETING SPECIALIST, ASSOCIATE

**Position Code:** N2937

**Salary Grade:** L

presentations to vendor employees at field locations providing information on pass programs, updates, and special promotions.

4. Coordinates with and trains OCTA Store staff for pass sales, Reduced Fare Identification (RFID) program, 91 Express Lanes transactions, and ensures adequate communication for the store operation. Prepares, develops, and maintains of a variety of records and reports in support of store operations.

### QUALIFICATION GUIDE

#### Knowledge of:

- Theories, principles and practices of sales, marketing, advertising, promotional techniques and customer service.
- Collateral production design, layout, mechanical art, printing processes.
- Project management techniques.
- Principles of statistical record keeping, data collection, trending analysis, data management and research techniques.
- OCTA fixed route bus system and OCTA ACCESS ADA service including routes, fares, and policies.
- Computer software skills including word processing, spreadsheets, and database applications such as MS Office programs including Outlook, Word, Excel, etc.
- Point of sale processes to the general public. Skills/ techniques to identify core issues in order to resolve pass sales concerns from vendors and customers (for pass sales assignment).

#### Ability to:

- Prioritize, organize and perform multiple responsibilities or projects simultaneously, making decisions independently and taking ownership for wide ranging responsibilities that also meet time constraints and deadlines.
- Analyze situations and adopt an effective course of action ensuring a high degree of accuracy and attention-to-detail.
- Demonstrate success in selling products/services utilizing marketing and sales strategies, techniques and tools. Implement marketing solutions.
- Work independently and proactively, either alone or as part of a team, and exercise sound judgment. Establish and maintain effective working relationships.



## Job Description

MARKETING SPECIALIST, ASSOCIATE

**Position Code:** N2937

**Salary Grade:** L

- Organize travel to and from offsite locations ensuring all vendor sites requiring visits are conducted in reasonable timeframe (pass sales assignment).
- Maintain confidential and sensitive information.
- Write, edit and proofread basic copy.
- Meet production schedules within budgets.
- Negotiate cooperative advertising.
- Direct outside vendors ad agency personnel, designers, writers.

### EDUCATION AND EXPERIENCE

Any combination of education and experience equivalent to a bachelor's degree in marketing, advertising, public relations, communications, business or public administration or a related field and a minimum of one year of related experience. Knowledge of Orange County demographics and transportation issues is desirable.

### DISCLAIMER

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## Job Description

OFFICE SPECIALIST

**Position Code:** N2820

**Salary Grade:** H

### SUMMARY

Under direction, perform a wide variety of clerical, secretarial and administrative duties using established procedures.

### REPRESENTATIVE DUTIES

1. Performs a wide variety of clerical, secretarial, and administrative duties related to the specialized function to which assigned. May schedule and prioritize meetings for management.
2. Compiles records and reports based on data obtained from a variety of sources; process data and documents in accordance with prescribed procedures.
3. Assists in the preparation of the fiscal year budget; researches budgeted items as required and enters unique budget line item identifiers into the budget system.
4. Prepare and enter procurement requisition into the procurement system; process requests in accordance with the purchasing process.
5. Distributes mail, answers phones, and directs calls.
6. May schedule conferences and assist in travel arrangements.
7. Proofreads staff reports for accuracy and assure processing in a timely manner.
8. Maintains logs, files, records; orders and maintains required level of office supplies.
9. Serves as back-up for others in assigned functional area which may include providing temporary coverage in another area or in positions considered non-traditional clerical functions, such as reception, mail room, switchboard, etc.



## Job Description

OFFICE SPECIALIST

**Position Code:** N2820

**Salary Grade:** H

### QUALIFICATION GUIDE

#### **Knowledge of:**

- Procedures and specific rules of the office to which assigned.
- Record-keeping techniques and procedures.
- Verbal and written communications skills.
- Authority procurement requisition and budgeting processes.
- Interpersonal skills using tact, patience, and courtesy.
- Telephone techniques and etiquette.
- Computer applications and/or personal computer software.

#### **Ability to:**

- Perform clerical, secretarial, and administrative duties with accuracy, speed, and initiative.
- Make arithmetic calculations quickly and accurately.
- Type at an acceptable rate of speed from clear copy.
- Work independently with little direction.
- Communicate effectively.
- Plan and organize work.
- Establish and maintain effective working relationships.
- Maintain confidentiality.
- Prepare, proof, and edit correspondence and reports.
- Develop a good understanding of departmental and Authority objectives.



## Job Description

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OFFICE SPECIALIST

**Position Code:** N2820

**Salary Grade:** H

<b>EDUCATION AND EXPERIENCE</b>
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Any combination of education and experience equivalent to a high school diploma and approximately three to six years of increasingly responsible experience related to the specific position.

<b>DISCLAIMER</b>
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The above statements are intended to indicate the general nature and level of work performed by employees within this classification. They are not designed to contain or be interpreted as an exhaustive list of all duties, responsibilities, skills, and qualifications required of employees assigned to this job.



## Job Description

OFFICE SPECIALIST, ASSISTANT

**Position Code:** N2812

**Salary Grade:** F

### SUMMARY

Under direct supervision, performs a wide variety of semi-routine clerical, secretarial, and administrative duties using established procedures.

### REPRESENTATIVE DUTIES

1. Performs a wide variety of clerical, secretarial, and administrative duties related to the specialized function to which assigned.
2. Compiles records and reports based on data obtained from a variety of sources; processes data and documents in accordance with prescribed procedures.
3. Sorts and distributes mail, answers phones, directs calls, schedules appointments and conferences, makes travel arrangements, and orders and maintains required level of office supplies.
4. Maintains logs, files, and records; tracks expense accounts and other routine financial records; enters data into spreadsheets and performs basic calculations.
5. Operates various office machines, which may include a personal computer, calculator, copier, and fax machine.

### QUALIFICATION GUIDE

#### Knowledge of:

- Procedures and specific rules of the office to which assigned.
- Record-keeping techniques and procedures.
- Verbal and written communications skills.
- Computer applications and/or personal computer software.
- Telephone techniques and etiquette.



## Job Description

OFFICE SPECIALIST, ASSISTANT

**Position Code:** N2812

**Salary Grade:** F

**Ability to:**

- Prepare, proof, and edit correspondence and reports.
- Perform routine clerical, secretarial, and administrative duties.
- Maintain confidentiality.
- Make arithmetic calculations.
- Type at an acceptable rate of speed from clear copy.

### EDUCATION AND EXPERIENCE

Any combination of education and experience equivalent to a high school diploma; related experience desirable.

### DISCLAIMER

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## Job Description

OFFICE SPECIALIST, SENIOR

**Position Code:** N2875

**Salary Grade:** J

### SUMMARY

Under general supervision, performs a variety of relatively complex clerical, secretarial, and administrative duties in support of the assigned functional area(s).

### REPRESENTATIVE DUTIES

1. Performs a variety of clerical, secretarial, and administrative duties in support of multiple functional areas, including composing and editing correspondence independently or from oral/written instructions. Reviews and proofs documents, records and forms for accuracy, thoroughness and conformity with applicable rules and regulations.
2. Serves as a liaison with the general public, management staff, employees, Board of Directors, community agencies and government representatives, resolving moderately complex questions and problems.
3. Relays telephone messages, answers questions, responds to requests, resolves problems and refers callers as appropriate. Maintains master calendar.
4. Collects and compiles statistical and budget data, as well as other information, for special and periodic reports, as necessary. Assists in conducting research and analysis for administrative assignments, develops appropriate report formats, evaluates information and makes recommendations. Prepares Board agenda items and back-up materials, if required.
5. Develops and prepares a variety of correspondence, reports, memoranda, meeting minutes, and other materials. Arranges meetings, conferences and travel, as required.
6. Establishes and maintains complex interrelated filing systems. Maintains documents regarding payroll and personnel for the staff in assigned functional area(s).
7. Plans and coordinates departmental events including, but not limited to, quarterly meetings, conferences and agency seasonal activities.
8. Coordinates the receipt of budgets from functional area(s), verifies the accuracy and assists in compiling the budget information; monitors expenditures. Records and tracks operating budget accounts for services, material and supplies usage, utilities, leases, and rentals. Maintains record(s) of contracts, agreements, and/or leases for functional area. Resolves related budget problems and maintains controls on budget expenditures.
9. Develops, implements, and administers on-going, agency-wide programs that are highly visible and occur repetitively, such as the Coach Operator on-board evaluation program, Coach Operator awards program, the Lost and Found



## Job Description

OFFICE SPECIALIST, SENIOR

**Position Code:** N2875

**Salary Grade:** J

program, Employee Recreation Activity Council (ERAC) or Rideshare Program and Reporting. Develops major new visible elements or events that enhance present program(s). Activities and projects promote employee good will and/or bus ridership and will vary by functional area.

10. Serves as back-up for others in assigned functional area which may include providing temporary coverage in another area or in positions considered non-traditional clerical functions, such as reception, mail room, switchboard, etc.

### QUALIFICATION GUIDE

#### Knowledge of:

- Modern office practices, procedures, and equipment.
- Personal computer software.
- Telephone techniques and etiquette.

#### Ability to:

- Compose and edit complex reports and correspondence.
- Communicate effectively with all levels of staff.
- Apply policies and procedures to assigned responsibilities.
- Plan, organize, and perform work independently.
- Analyze situations accurately and adopt an effective course of action.

### EDUCATION AND EXPERIENCE

Any combination of education and experience equivalent to a high school diploma and approximately five to eight years of increasingly responsible experience most of which is in the area of expertise. Related education preferred.

### DISCLAIMER

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## Job Description

SECRETARY, EXECUTIVE

**Position Code:** N2037

**Salary Grade:** K

### SUMMARY

Under general supervision, performs a wide variety of administrative, secretarial, and technical duties for Executive Director/General Manager (Director) or Division Director/Assistant General Manager; addresses administrative details not requiring the personal attention of the Director.

### REPRESENTATIVE DUTIES

1. Serves as an administrative assistant to a Director by performing a variety of clerical, technical, and administrative duties; serves as liaison between the Director and the public, management, and agency employees.
2. Relays messages, answers questions, responds to requests, resolves problems, and refers callers to the Director as appropriate. Maintains Director's master calendar.
3. Collects and compiles statistical and financial data and other information for special and periodic reports as necessary; researches and analyzes information and establishes appropriate report formats; prepares Board agenda items and back-up materials.
4. Develops and prepares a variety of correspondence, reports, memoranda, meeting minutes, and other material. Arranges meetings, conferences, and travel.
5. Establishes and maintains complex interrelated filing systems; maintains payroll and personnel records for the Director's staff.
6. Reviews and proofs documents, records, and forms for accuracy, thoroughness, and conformity with applicable rules and regulations.
7. Assists in conducting research and analysis for administrative assignments; evaluates information and recommends alternative courses of action.
8. Plans and coordinates events for the division, including but not limited to quarterly meetings, conferences, and agency seasonal activities.
9. May coordinate the receipt of budgets from each department of the division, verifying the accuracy of budget information, assisting in the preparation of the Director's budget. May monitor budget expenditures.



## Job Description

SECRETARY, EXECUTIVE

**Position Code:** N2037

**Salary Grade:** K

### QUALIFICATION GUIDE

#### Knowledge of:

- Interpersonal skills using tact, patience, and courtesy.
- Modern office practices, procedures, and equipment, including telephone etiquette and record-keeping techniques.
- Verbal and written communications skills.
- May require knowledge of budgeting procedures including preparation, monitoring, transfers, and reporting.

#### Ability to:

- Plan, prioritize, and organize work.
- Learn and apply rules, regulations, laws, and policies concerning the agency.
- Utilize computer word processing and spreadsheet software.
- Compose and edit correspondence and reports.
- Work confidentially and independently.
- Work as part of a team.
- Multi-task and alter assignment focus as priorities change.

### EDUCATION AND EXPERIENCE

Any combination of education and experience equivalent to graduation from high school with approximately six to nine years of increasingly responsible administrative or executive secretarial experience.

### DISCLAIMER

The above statements are intended to indicate the general nature and level of work performed by employees within this classification. They are not designed to contain or be interpreted as an exhaustive list of all duties, responsibilities, skills, and qualifications required of employees assigned to this job.



## Job Description

SECRETARY I, SENIOR

**Position Code:** N2034

**Salary Grade:** G

### SUMMARY

Under direct supervision, performs a wide variety of secretarial and administrative duties. Process administrative details not requiring the attention of the assigned supervisor.

### REPRESENTATIVE DUTIES

1. Serves as secretary to the assigned managers, relieving the managers of a variety of clerical, technical, and administrative duties. Serves as liaison between the managers and the public, as well as other agency employees.
2. Composes a variety of correspondence, memoranda, letters, reports, and other material. Records and prepares minutes from meetings. Arranges meetings, conferences, and travel. Receives, opens, stamps, and routes mail.
3. Coordinates departmental communication and staff input regarding special and periodic reports. Prepares and assembles agenda materials. Reviews and proofs documents, reports, and forms for accuracy, completeness, and conformance to applicable rules and regulations.
4. Assists department manager in the collection and compilation of statistical data and other information for special and periodic reports. Prepares special reports as necessary. Researches and analyzes information and establishes appropriate report formats.
5. Establishes and maintains complex, interrelated filing systems. Maintains payroll and personnel records for the managers' staff. Orders and maintains office supplies.
6. Assists the department management in the preparation of the department budget. Verifies the accuracy of the budget information. Monitors budget expenditures.
7. Assists in conducting research and analysis concerning administrative assignments.

#### REPRESENTATIVE DUTIES IN THE ACCOUNTING DEPARTMENT:

1. Assists the Accounts Payable and Payroll units with the weekly and bi-weekly check writes.
2. Assists Accounts Receivable and general accounting with routine functions on an as needed basis.
3. Assists General Accounting with posting, scanning and retention of general journal entries.



## Job Description

SECRETARY I, SENIOR

**Position Code:** N2034

**Salary Grade:** G

### REPRESENTATIVE DUTIES IN THE CTS DEPARTMENT:

1. Coordinate and maintain the archiving of trip sheets for contracted services. Coordinates with all parties to ensure efficient inventory control. Oversees the trip sheet retrieval process, providing required documents when necessary.
2. Regularly perform database management, clean-up and reporting procedures to ensure the integrity of data files. Generate reports as needed.
3. Process department account receivables including preparation of invoices and along with the Accounting Department, track invoices and payments.

### QUALIFICATION GUIDE

#### Knowledge of:

- Current office practices, procedures, and equipment.
- Record-keeping techniques.
- Budgeting procedures, including preparation, monitoring, transfers, and reporting.
- Telephone techniques and etiquette.

#### Ability to:

- Assemble diverse data and prepare reports.
- Learn and apply rules, regulations, and policies.
- Type at an acceptable speed.
- Work confidentially with discretion.
- Use personal computer with word processing and spreadsheet software applications.
- Prepare and edit correspondence and reports.
- Maintain interrelated files and records.
- Plan and organize work, assemble diverse data, and prepare reports
- Establish and maintain effective and cooperative relationships.
- Lift file boxes weighing up to 30 pounds.



## Job Description

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SECRETARY I, SENIOR

**Position Code:** N2034

**Salary Grade:** G

### EDUCATION AND EXPERIENCE

Any combination of education and experience equivalent to a high school diploma with approximately two to five years of increasingly responsible administrative or secretarial experience.

### DISCLAIMER

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## Job Description

TRANSPORTATION ANALYST, ASSOCIATE  
LONG RANGE PLANNING/PROJECT DEVELOPMENT

**Position Code:** N2965  
**Salary Grade:** M

### SUMMARY

Under direct supervision, assists in the planning, analysis and design of multi-modal transportation system or capital improvement projects/studies for Orange County.

### REPRESENTATIVE DUTIES

1. Reviews and evaluates technical analysis and reports.
2. Assists with data collection and analysis to support planning or capital improvement activities.
3. Coordinates and participates in public outreach and project activities with private and other government agencies.

#### REPRESENTATIVE DUTIES MAY INCLUDE:

##### LONG-RANGE PLANNING

1. Assists in long-range planning or project development efforts including major investment studies, regional transportation plans, and long-range transit system plans.
2. Assists in the development and implementation of planning studies for multi-modal transportation projects including rail, bus, freeways, and highways.
3. Performs detailed research and analysis to identify issues and comprehensive recommendations on project and policy issues.
4. Assists in developing goals, assumptions, evaluation criteria, measures, and analytical methodologies for planning studies.
5. Provides communication and coordination with company staff, advisory groups, consultants, and other public agencies.
6. Develops knowledge of new federal and state planning procedures and environmental laws.
7. Makes presentations to internal staff and small public groups. Attends various meetings and prepares written reports.

##### PROJECT DEVELOPMENT

1. Performs planning analysis of capital improvement projects.
2. Reviews progress of planning activities including design and construction cost estimates.
3. Assists in the preparation of written specifications including scopes of work, materials, procedures, and special requirements.
4. Monitors the progress of project activities and prepares reports on progress.





## Job Description

TRANSPORTATION ANALYST, ASSOCIATE  
LONG RANGE PLANNING/PROJECT DEVELOPMENT

**Position Code:** N2965  
**Salary Grade:** M

### QUALIFICATION GUIDE

#### **Knowledge of:**

- Planning and land-use principles.
- The relationship between transportation and land-use decisions and policies.
- Principles of environmental law and impact analysis.
- Research and statistical methods and techniques.
- Basic principles of project management.
- Principles and practices of program evaluation or transportation systems analysis, including formation of goals and objectives.
- Computer applications related to research, statistical methods, spreadsheets, and report writing.

#### **Ability to:**

- Collect, organize, interpret, and present complex data.
- Structure and complete research and data collection projects including preparation of technical reports.
- Manage projects and meet deadlines.
- Exercise independent judgment.
- Communicate findings and recommendations both in writing and verbally.
- Make clear and concise presentations.
- Understand and apply departmental and company goals to the planning process.
- Operate microcomputers.



## Job Description

TRANSPORTATION ANALYST, ASSOCIATE  
LONG RANGE PLANNING/PROJECT DEVELOPMENT

**Position Code:** N2965  
**Salary Grade:** M

### EDUCATION AND EXPERIENCE

Any combination of education and experience equivalent to a bachelor's degree in planning, economics, public administration, geography, social ecology, business, or a related field.

### DISCLAIMER

The above statements are intended to indicate the general nature and level of work performed by employees within this classification. They are not designed to contain or be interpreted as an exhaustive list of all duties, responsibilities, skills, and qualifications required of employees assigned to this job.

**EXHIBIT B: COST AND PRICE FORMS**

**PRICE SUMMARY SHEET**

**REQUEST FOR PROPOSALS (RFP) 3-1710**

Enter below the proposed price for the services described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, tax, and profits. The Authority's intention is to award a time-and-expense price contract.

Hourly rates shall be firm-fixed and include all expenses, such as mileage for the individual's use of their personal vehicle while conducting work on behalf of the Authority.

**Effective through June 30, 2014**

<b><u>Description</u></b>	<b><u>Fully Burdened Hourly Rate</u></b>
Marketing Specialist, Associate	\$_____
Internet/Multimedia Specialist	\$_____
Transportation Analyst, Associate	\$_____
Office Specialist, Assistant	\$_____
Office Specialist	\$_____
Office Specialist, Senior	\$_____
Secretary, Executive	\$_____
Secretary, Senior	\$_____
Customer Relations Representative	\$_____
Administrative Specialist	\$_____
Temporary Staffing Agency's Mark-up Rate: _____%	

<b><u>Other Direct Costs</u></b>	<b><u>Rate</u></b>
_____	\$_____
_____	\$_____
_____	\$_____
_____	

1. I acknowledge receipt of RFP 3-1710 and Addenda No.(s)\_\_\_.
2. This offer shall remain firm for \_\_\_\_\_ days from the date of proposal.  
(Minimum of 120)

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

SIGNATURE OF PERSON  
AUTHORIZED TO BIND OFFEROR \_\_\_\_\_

NAME AND TITLE OF PERSON  
AUTHORIZED TO BIND OFFEROR \_\_\_\_\_

DATE SIGNED \_\_\_\_\_

**EXHIBIT C: PROPOSED AGREEMENT**

PROPOSED AGREEMENT NO. C-3-1710

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

\_\_\_\_\_

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

**WITNESSETH:**

**WHEREAS**, AUTHORITY requires assistance from TSA to provide temporary staffing services; and

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

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

**WHEREAS**, TSA wishes to perform these services;

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

**ARTICLE 1. COMPLETE AGREEMENT**

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

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

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

5 **ARTICLE 2. AUTHORITY DESIGNEE**

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

8 **ARTICLE 3. SCOPE OF WORK**

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

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

15 **Names**

**Functions**

16  
17  
18  
19  
20 C. No person named in paragraph B of this Article, or his/her successor approved by  
21 AUTHORITY, shall be removed or replaced by TSA, nor shall his/her agreed-upon function or level of  
22 commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the  
23 services of any key person become no longer available to TSA, the resume and qualifications of the  
24 proposed replacement shall be submitted to AUTHORITY for approval as soon as possible, but in no  
25 event later than seven (7) calendar days prior to the departure of the incumbent key person, unless  
26 TSA is not provided with such notice by the departing employee. AUTHORITY shall respond to TSA



1 within seven (7) calendar days following receipt of these qualifications concerning acceptance of the  
2 candidate for replacement.

3 **ARTICLE 4. TERM OF AGREEMENT**

4 This Agreement shall commence August 1, 2013, and shall continue in full force and effect  
5 through July 31, 2015, unless earlier terminated or extended as provided in this Agreement.

6 **ARTICLE 5. PAYMENT**

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

10 B. AUTHORITY shall pay TSA at the rate(s) set forth in Exhibit B, entitled "Price Summary  
11 Sheet," attached to and, by this reference, incorporated in and made a part of this Agreement. These  
12 rate(s) shall remain fixed for the term of the Agreement and are acknowledged to include TSA's direct  
13 costs, indirect costs, tax and profit.

14 C. TSA shall invoice AUTHORITY on a monthly basis for payments corresponding to the work  
15 actually completed by TSA. Work completed shall be documented in a report prepared by TSA, which  
16 shall accompany each invoice submitted by TSA. TSA shall also furnish such other information as may  
17 be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion,  
18 AUTHORITY may decline to make full payment until such time as TSA has documented to  
19 AUTHORITY's satisfaction, that TSA has fully completed all work required. AUTHORITY's payment in  
20 full shall constitute AUTHORITY's final acceptance of TSA's work.

21 D. Invoices shall be submitted by TSA on a monthly basis and shall be submitted in duplicate  
22 to AUTHORITY's Accounts Payable office. Each invoice shall be accompanied by the report specified  
23 in paragraph C of this Article. AUTHORITY shall remit payment within thirty (30) calendar days of the  
24 receipt and approval of each invoice. Each invoice shall include the following information:

- 25 1. Agreement No. C-3-1710;
- 26 2. Labor (staff name, actual hours expended, hourly billing rate, current charges and

cumulative charges) and other expenses performed during the billing period;

3. The time period covered by the invoice;

4. Total monthly invoice (including project-to-date cumulative invoice amount);

5. Report;

6. Certification signed by the TSA or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which TSA intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.

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

**ARTICLE 6. MAXIMUM OBLIGATION**

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

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Iris Mendoza

(714) 560 - 5786

imendoza@octa.net

**ARTICLE 8. INDEPENDENT CONTRACTOR**

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

**ARTICLE 9. INSURANCE**

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

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

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

3. Workers' Compensation with limits as required by the State of California including a

1 waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents; and

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

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

9 C. TSA shall include on the face of the Certificate of Insurance the Agreement No. C-3-1710;  
10 and, the Contract Administrator's Name, Iris Mendoza.

11 D. TSA shall also include in each subcontract the stipulation that subcontractors shall maintain  
12 insurance coverage in the amounts required from TSA as provided in this Agreement.

13 E. TSA shall be required to immediately notify AUTHORITY of any modifications or  
14 cancellations of any required insurance policies.

15 **ARTICLE 10. ORDER OF PRECEDENCE**

16 Conflicting provisions hereof, if any, shall prevail in the following descending order of  
17 precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP  
18 3-1710; (3) TSA's proposal dated \_\_\_\_\_; (4) all other documents, if any, cited herein or  
19 incorporated by reference.

20 **ARTICLE 11. CHANGES**

21 By written notice or order, AUTHORITY may, from time to time, order work suspension and/or  
22 make changes in the general scope of this Agreement, including, but not limited to, the services  
23 furnished to AUTHORITY by TSA as described in the Scope of Work. If any such work suspension or  
24 change causes an increase or decrease in the price of this Agreement, or in the time required for its  
25 performance, TSA shall promptly notify AUTHORITY thereof and assert its claim for adjustment within  
26 ten (10) calendar days after the change or work suspension is ordered, and an equitable adjustment

1 shall be negotiated. However, nothing in this clause shall excuse TSA from proceeding immediately  
2 with the Agreement as changed.

3 **ARTICLE 12. DISPUTES**

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

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

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

22 **ARTICLE 13. TERMINATION**

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

1 AUTHORITY under this Agreement.

2 B. AUTHORITY may terminate this Agreement for TSA's default if a federal or state  
3 proceeding for the relief of debtors is undertaken by or against TSA, or if TSA makes an assignment for  
4 the benefit of creditors, or for cause if TSA fails to perform in accordance with the Scope of Work or  
5 breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or  
6 violation within ten (10) calendar days after written notice thereof by AUTHORITY. TSA shall be liable  
7 for all reasonable costs incurred by AUTHORITY as a result of such default or breach including, but not  
8 limited to, reprocurement costs of the same or similar services defaulted by TSA under this Agreement.

9 **ARTICLE 14. INDEMNIFICATION**

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

16 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

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

26 /

Subcontractor Name/Addresses

Function

**ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

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

TSA agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, TSA is unable, or potentially unable, to render impartial assistance or advice to AUTHORITY; TSA's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or TSA has an unfair competitive advantage. TSA is obligated to fully disclose to AUTHORITY in writing Conflict of Interest issues as soon as they are known to TSA. 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**

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

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

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

**ARTICLE 20. EQUAL EMPLOYMENT OPPORTUNITY**

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

**ARTICLE 21. PROHIBITED INTERESTS**

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

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

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

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to TSA in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any purposes other than the performance under this Agreement, nor be disclosed to an entity not connected with the



1 performance of the project. TSA shall comply with AUTHORITY's policies regarding such material.  
2 Nothing furnished to TSA, which is otherwise known to TSA or is or becomes generally known to the  
3 related industry shall be deemed confidential. TSA shall not use AUTHORITY's name, photographs of  
4 the project, or any other publicity pertaining to the project in any professional publication, magazine,  
5 trade paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.

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

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

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

23 B. TSA shall have sole control of the defense of any such claim or suit and all negotiations for  
24 settlement thereof. TSA shall not be obligated to indemnify AUTHORITY under any settlement made  
25 without TSA's consent or in the event AUTHORITY fails to cooperate fully in the defense of any suit or  
26 claim, provided, however, that said defense shall be at TSA's expense. If the use or sale of said item is

1 enjoined as a result of such suit or claim, TSA, at no expense to AUTHORITY, shall obtain for  
2 AUTHORITY the right to use and sell said item, or shall substitute an equivalent item acceptable to  
3 AUTHORITY and extend this patent and copyright indemnity thereto.

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

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

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

19 **ARTICLE 25. FORCE MAJEURE**

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

**ARTICLE 26. HEALTH AND SAFETY REQUIREMENT**

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

Upon execution by both parties, this Agreement shall be made effective August 1, 2013.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-3-1710 to be executed on the date first above written.

**TSA**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By \_\_\_\_\_

By \_\_\_\_\_

Carolina Coppolo  
Manager, Contracts and Procurement

APPROVED AS TO FORM:

By \_\_\_\_\_

Kennard R. Smart, Jr.  
General Counsel

**EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM**

**STATUS OF PAST AND PRESENT CONTRACTS FORM**

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

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**EXHIBIT E: SAFETY SPECIFICATIONS**

## **LEVEL 1 SAFETY SPECIFICATIONS**

### **PART I – GENERAL**

#### **1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS**

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

#### **G. INJURY AND ILLNESS PREVENTION PLAN**

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

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

## **1.2 HAZARD COMMUNICATION**

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

## **1.3 INCIDENT NOTIFICATION AND INVESTIGATION**

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

## **1.4 PERSONAL PROTECTIVE EQUIPMENT**

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



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

## 1.5 REFERENCES

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

END OF SECTION