

REQUEST FOR PROPOSALS (RFP) 3-2396

OC ACCESS SAME DAY TAXI SERVICE



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

Key RFP Dates

Issue Date:	April 25, 2023
Pre-Proposal Conference Date:	May 2, 2023
Question Submittal Date:	May 8, 2023
Proposal Submittal Date:	May 23, 2023
Interview Date:	June 7, 2023

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April 25, 2023

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 3-2396: "OC ACESS SAME DAY TAXI SERVICE"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified contractors to manage and operate the OC ACESS same day taxi service.

The budget for this effort is \$1,965,394, for a two (2)-year initial term.

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

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of 2:00 p.m. on May 23, 2023. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.

Offerors are instructed to click the upload link, select "**RFP 3-2396**" from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

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

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

To receive all further information regarding this RFP 3-2396, firms and subcontractor must be registered on CAMM NET with the following commodity code for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Professional Services	Transportation Service Providers

A pre-proposal conference will be held via teleconference on May 2, 2023, at 10:00 a.m. Prospective Offerors may join or call-in using the following credentials:

- [Pre-Proposal Conference MS Teams Link](#)
- Or call in (audio only): +1 916-550-9867
- Phone Conference ID: 646 932 170#

Callers are requested to dial in and mute the call.

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

The Authority has established June 7, 2023, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held via teleconference on May 2, 2023, at 10:00 a.m. Prospective Offerors may join or call-in using the following credentials:

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Callers are requested to dial in and mute the call.

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

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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

D. AUTHORITY CONTACT

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

Sue Ding
Contracts Administration and Materials Management Department
Phone: 714.560.5631
Email: sding@octa.net

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

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and received via e-mail at sding@octa.net no later than 5:00 p.m., on May 8, 2023.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 3-2396" in the subject line of the e-mail. The Authority is not responsible for failure to respond to a request that has not been labeled as such.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than May 11, 2023. Offerors may download responses from CAMM NET at <https://cammmnet.octa.net>, or request responses be sent via email.

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

Category:
Professional Services

Commodity:
Transportation Service
Providers

Inquiries received after 5:00 p.m. on May 8, 2023 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on May 23, 2023. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select “**RFP 3-2396**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

2. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.

- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a time-and-expense price contract specifying firm-fixed unit price for items specified in the scope of work, included in the RFP as Exhibit A. This contract will have a two (2)-year initial term and one (1), two (2)-year option term.

L. CONFLICT OF INTEREST

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

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

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

M. CODE OF CONDUCT

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

N. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

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

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

Proposal. The Authority reserves the right to make an independent decision to disclose records and material.

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

O. STATEMENT OF ECONOMIC INTERESTS

The awarded Offeror (including designated employees and subconsultants) may be required to file Statements of Economic Interests (Form 700) in accordance with the Political Reform Act (Government Code section 81000 et seq.). This applies to individuals who make, participate in making, or act in a staff capacity for making governmental decisions. The AUTHORITY determines which individuals are required to file a Form 700, and if such determination is made, the individuals must file Form 700s with the AUTHORITY's Clerk of the Board no later than 30 days after the execution of the Agreement, annually thereafter for the duration of the Agreement, and within 30 days of termination of the Agreement.

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

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

2. Letter of Transmittal

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

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

3. Technical Proposal

a. Qualifications, Related Experience, 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; method by which the Offeror will manage the project; key personnel; and supportive client references.

Offeror to:

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

b. Proposed Staffing and Project Organization

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

Offeror to:

- (1) Identify key personnel proposed to perform the work specified in the Scope of 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) Propose the Project Manager who must have a minimum of five (5) years of management and supervisory experience in public transportation operations or a related field and at least three (3) years of experience in the management and operations of transportation service similar to OC ACCESS Same Day Taxi.
- (3) Propose the Operations Manager who must have a minimum of three (3) years of supervisory experience in public transportation operations or a related field. A Road Supervisor must have, at a minimum, two (2) years of experience as a driver for a transportation service similar to OC ACCESS Same Day Taxi.
- (4) 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.
- (5) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (6) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the services specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.

- (2) Include a recruitment and hiring program that is intended to minimize personnel turnover and retain a high-quality workforce.
- (3) Outline sequentially the activities that would be undertaken in completing the work and specify who would perform them.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to

retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a “fail” status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

4. Cost and Price Proposal

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

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a time and expense-price contract specifying the firm-fixed unit price for items specified in Scope of Work, included in the RFP as Exhibit A.

5. Appendices

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

B. FORMS

1. Campaign Contribution Disclosure Form

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

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

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

2. Status of Past and Present Contracts Form

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

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

3. Proposal Exceptions and/or Deviations Form

Offerors shall complete the form entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submit it as part of the original proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

- 1. Qualifications of the Firm 20%**

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; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Cost and Price 30%**

Reasonableness of a single trip subsidy; 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 June 7, 2023, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend

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

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

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

C. AWARD

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

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

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

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

EXHIBIT A: SCOPE OF WORK

OC ACCESS Same Day Taxi Service

SCOPE OF WORK

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1. OVERVIEW

1.1. Introduction

The Orange County Transportation Authority (AUTHORITY) is seeking proposals from qualified companies to provide subsidized same day transportation services to OC ACCESS eligible riders on behalf of AUTHORITY. Selected provider(s) ("CONTRACTOR") will provide vehicles, drivers, maintenance, and associated services. AUTHORITY will subsidize qualified trips, paying the subsidy to CONTRACTOR on a monthly basis for trips up to five (5) miles.

1.2. Background

The Americans with Disabilities Act of 1990 (ADA) requires agencies that operate fixed-route operations to provide complementary paratransit service for individuals who are unable to use the fixed-route service or rail service. This complementary paratransit service ensures that eligible individuals have transportation available to them on the same basis as individuals using the fixed-route service or rail service. Paratransit services are designed to complement these services in terms of the service area and time of service, not as a stand-alone system, and to service strictly defined categories of individuals with disabilities.

The ADA requires each public entity to establish a certification process for determining ADA paratransit eligibility. The eligibility criteria are designed to limit service to those individuals whose disabilities prevent them from using the fixed-route service or rail service for some or all of their trips.

AUTHORITY responded to this civil rights legislation with the implementation of the OC ACCESS paratransit service (OC ACCESS) in 1993.

OC ACCESS Same Day Taxi is an additional service provided by AUTHORITY with the following intentions:

- To reduce trip demand on OC ACCESS
- To provide a same day transportation option to OC ACCESS eligible riders
- To provide service to OC ACCESS eligible riders throughout Orange County (with connections at Veterans Administration Hospital, Long Beach and California State University, Long Beach), inclusive of areas where no fixed-route service exists

OC ACCESS Same Day Taxi has been offered by AUTHORITY since 2005. OC ACCESS Same Day Taxi does not qualify as a complementary paratransit service.

1.3. General Roles and Responsibilities

1.3.1. AUTHORITY Roles and Responsibilities

AUTHORITY's Specialized Transit Services (STS) Department, which is part of AUTHORITY's Operations Division, shall provide oversight and management of the program.

The roles and responsibilities of AUTHORITY specific to the operation of the OC ACCESS Same Day Taxi service are outlined as follows:

- Establish service policies for the OC ACCESS Same Day Taxi operations.
- Perform regular reviews of all CONTRACTOR records, including drug and alcohol program, to ensure compliance with all required standards.
- Establish fare policies and fare structures.
- Provide OC ACCESS Same Day Taxi eligibility determinations.
- Provide Trapeze scheduling and dispatch software, upgrades and licensing, as detailed herein to provide OC ACCESS Same Day Taxi service.
- Receive invoices, verify monthly reports, and process payments to CONTRACTOR.
- Perform overall marketing of the program.
- Review rider comment investigations by CONTRACTOR and determine validity.
- Administer and monitor the Agreement, including, but not limited to, performance monitoring, contract and service compliance reviews, and accident/incident investigation.
- Attend monthly meetings, or more often as needed, with CONTRACTOR Project Management Team.
- Prepare and make presentations, as needed, to AUTHORITY senior management, Board of Directors (Board) committees, and the Board relative to the status of the project status.

1.3.2. CONTRACTOR Roles and Responsibilities

This service design calls for one (1) primary contractor to be accountable and accept responsibility for all aspects of the OC ACCESS Same Day Taxi service, including management and operation, either directly or through subcontract(s) and or independent contractor(s). CONTRACTOR shall understand that from time to time, AUTHORITY may amend and change its policies and procedures associated with OC ACCESS Same Day Taxi service and agrees that unless such change results in a material change in the contract, no financial relief shall be provided.

The roles and responsibilities of CONTRACTOR specific to the management and operation of the OC ACCESS Same Day Taxi service described in this Scope of Work (SOW) are outlined as follows:

- Provide OC ACCESS Same Day Taxi service as described in this SOW in compliance with AUTHORITY operating policies and all applicable local, county, state, and federal laws and regulations.
- Recruit, hire and train all personnel to proficiency as appropriate to their duties, including management.
- Provide on-going management and supervision.

- Provide, either directly or through subcontract arrangement(s), for the management and operation of services as described herein.
- Collect fares, handle, account for, and report all fare revenues received during operation of the OC ACCESS Same Day Taxi service.
- Investigate all rider comments received within prescribed timeframes.
- Prepare and submit all operating reports on time and in the prescribed formats.
- Adhere to AUTHORITY's Lost and Found policies and procedures (ATTACHMENT 1).
- Attend meetings with AUTHORITY staff as required.
- Conduct monthly meetings, or more often as needed, with AUTHORITY that addresses the status of the operation, challenges and what steps will be implemented to overcome those challenges. Management representatives for subcontractor(s) providing service on behalf of CONTRACTOR are required to be in attendance.
- Attend AUTHORITY Board and Board Committee meetings relative to project status as needed.

2. CONTRACT TERMS

2.1. Contract Terms

CONTRACTOR shall be compensated based on the number of passenger trips provided for OC ACCESS Same Day Taxi service as reflected on the Price Summary Sheet (EXHIBIT B).

3. SERVICE DESCRIPTION

3.1. Description of OC ACCESS Same Day Taxi

All OC ACCESS Same Day Taxi trips shall be requested through CONTRACTOR and be received by telephone and or Trapeze PASS WEB / EZ WALLET provided by AUTHORITY. Riders may book trips during AUTHORITY-approved operating hours. OC ACCESS Same Day Taxi service shall be available throughout Orange County, with connections to the Veterans Administration Hospital, Long Beach and California State University, Long Beach. OC ACCESS Same Day Taxi service shall be offered only to OC ACCESS eligible riders.

The OC ACCESS Same Day Taxi program shall be provided as an on-demand service. Riders will be advised to request service at the time it is needed. All trip requests received during defined service hours must be fulfilled. CONTRACTOR shall not be paid for any trips requested outside of AUTHORITY-approved operating hours.

3.2. Operating Hours

OC ACCESS Same Day Taxi service hours are as follows:

- Regular OC ACCESS Same Day Taxi service - 6:00am to 8:00pm daily, including weekends and holidays.

- Emergency Backup Service for OC ACCESS – 8:00pm to 6:00am daily, including weekends and holidays.

3.3. Reservations, Scheduling, and Dispatch

OC ACCESS Same Day Taxi trips shall be booked by phone or through Trapeze PASS WEB / EZ WALLET, provided by AUTHORITY. Call center hours of operation shall be as follows:

- Regular OC ACCESS Same Day Taxi service - 5:00am to 7:00pm daily, including weekends and holidays.
- Emergency Backup Service for OC ACCESS – 8:00pm to 6:00am daily, including weekends and holidays.

Emergency Backup Service for OC ACCESS shall only be provided if the following conditions are met:

- A rider traveled using OC ACCESS for the first leg of their trip and received a no show.
- The trip no showed has a pickup address away from home, and their destination is home between the hours of 8:00pm and 6:00am.

Emergency Backup Service for OC ACCESS shall be booked by phone only.

CONTRACTOR shall provide a sufficient number of qualified and trained reservation operators to ensure that all stated goals are achieved. CONTRACTOR must answer and properly respond to all calls received for trip reservations, cancellations, ride check status, service inquiries, and general information requests. The overall goal of the reservation operator shall be to provide knowledgeable, friendly, and efficient booking and information to riders while maintaining hold time standards.

AUTHORITY will provide CONTRACTOR with Trapeze software via Citrix, including operating licenses, for use in the reservations, scheduling, and dispatch of OC ACCESS Same Day Taxi services. CONTRACTOR is required to provide the equipment, technical expertise, and support staff necessary to:

- Train staff to proficiency as necessary for their positions in the use of Trapeze;
- Participate in the testing of Trapeze upgrades and train staff in the use of all upgrades;
- Provide customized performance reports and operating data;
- Ensure that staff are knowledgeable of and apply the tools and techniques in Trapeze designed to optimize use.

CONTRACTOR will be required to provide inbound/outbound telephone and data lines and equipment sufficient to support the program including a digital voice recording system capable of recording all incoming and outgoing service lines. CONTRACTOR

will run and provide call system reports regarding call center performance indicators to include calls received, average wait time, average wait time for answered calls, and wait time for abandoned calls. AUTHORITY may request additional telecommunication and call center recordings and reports as necessary.

CONTRACTOR shall provide initial and ongoing training to operators, scheduling, and dispatch staff.

3.4. Fares

AUTHORITY reserves the right to set fares for all of its services. The OC ACCESS Same Day Taxi service will employ a user-side subsidy structure to off-set the rider's cost of the trip and reimburse CONTRACTOR per completed trip, up to five miles. Trip costs and mileage will be calculated in Trapeze. All subsidies will be paid based on the trip provided, regardless of the number of passengers carried on a particular trip.

The rider fare for trips up to five (5) miles is \$3.60. The rider will pay the driver for the cost of the ride, including any charges for trips beyond five miles. The rider must have the option to pay in cash or by credit card. OC ACCESS coupons are not an accepted form of payment for OC ACCESS Same Day Taxi service.

CONTRACTOR staff shall neither solicit nor accept gifts, favors, or anything of monetary value from any OC ACCESS Same Day Taxi rider, their families, or caregivers.

All customer fares are subject to change upon the approval and direction of AUTHORITY. CONTRACTOR shall be notified at least thirty (30) days in advance of any fare policy change.

3.5. No Shows and Cancelations

A rider not at the designated pick-up location for vehicle boarding within five (5) minutes of the scheduled pick-up time shall be contacted by phone by the CONTRACTOR, if one was provided by the rider. If there is no answer by phone, the driver shall notify dispatch of the exact time and location before the driver departs. CONTRACTOR must record the No-Show details within Trapeze. With CONTRACTOR input, AUTHORITY may establish a no-show policy for OC ACCESS Same Day Taxi service at a future date.

3.6. Customer Comments, Compliments, and Complaints (C3)

AUTHORITY shall monitor the quality of the OC ACCESS Same Day Taxi service using a combination of methods. Rider feedback will be a fundamental source of information. AUTHORITY has a standard customer comment process which will be used to receive and respond to customer comments, complaints, and compliments about the OC ACCESS Same Day Taxi service. CONTRACTOR shall be provided access to and shall be required to participate in AUTHORITY's process for managing and responding to comments, compliments, and complaints (C3) as follows:

- Riders will be encouraged to contact AUTHORITY directly to submit comments about their experience on the OC ACCESS Same Day Taxi service through AUTHORITY's Customer Information Center (CIC).
- Any customer comment received directly by CONTRACTOR shall be referred to the CIC for proper handling.
- Once a comment is received, it is electronically filed and assigned to the CONTRACTOR for investigation and follow-up.
- Comments that require a response (i.e. Call Back, E-mail) shall be completed within five (5) business days of receiving the comment and all other comments shall be closed within ten (10) business days.
- AUTHORITY may submit a request for an expedited investigation of a comment that includes, but is not limited to, sexual harassment claims, seriously disruptive conduct, among others. The expedited investigation process will need to include communication with AUTHORITY Project Manager or Field Administrator(s).
- All comment responses shall be reviewed by AUTHORITY staff. AUTHORITY shall determine if the comment is valid or invalid.

3.7. Tolls, Fines, and Charges

CONTRACTOR or their drivers shall be responsible for the costs associated with the usage of roads or highways which require a toll charge. AUTHORITY shall not be responsible for any toll road costs or fines associated with toll road violations.

AUTHORITY shall not be responsible for payment of any traffic fines, parking fees, and any other charges or claims levied against CONTRACTOR, or their personnels.

4. PROJECT STAFFING

CONTRACTOR shall comply with all federal, state, and local employment regulations including, but not limited to, employer's liability, workers' compensation, unemployment insurance, payroll taxes, social security, and any other mandated or optional personnel benefits (for personnels). CONTRACTOR shall be solely responsible for payment of all CONTRACTOR personnel wages and benefits and services provided through subcontract or by independent contractors.

CONTRACTOR shall obtain and provide all required state and local permits and ensure that all drivers are properly documented and licensed for the service that they are providing. CONTRACTOR shall comply with all safety requirements established by the Federal Transit Administration (FTA) and/or the U.S. Department of Transportation (USDOT).

The use of a subcontract as opposed to direct personnels to provide any part of the service shall require proof of a written contractual right in favor of CONTRACTOR (with third-party beneficiary status as to that right in favor of AUTHORITY) as to each such independent contractor giving CONTRACTOR (and AUTHORITY as third party beneficiary) the right to legally compel that the service to be provided by such

subcontractor be provided following the terms and conditions contained in the SOW applicable to that service. The fact of such contractual right shall not relieve CONTRACTOR, should they be successful, from liability to AUTHORITY for the failure to provide the service to the standards outlined in the Agreement. AUTHORITY shall approve the contract(s) for all subcontractor services before the start date. AUTHORITY shall require subcontractor contracts to provide assurances to prevent the inconsistent delivery of timely service, the degradation of customer service, and the lack of quality transportation services.

AUTHORITY seeks to promote a skilled, stable, and diligent workforce among its service contractors to ensure that service provided to OC ACCESS Same Day Taxi riders meets or exceeds AUTHORITY's objectives and standards. From time to time, significant service delivery problems have occurred, at least partially due to unusually high personnel turnover or due to the inadequate quality of service rendered by selected personnel in certain positions. AUTHORITY recognizes the expense and negative effect of personnel turnover. Therefore, CONTRACTOR shall demonstrate in its proposal that it has an acceptable recruitment and hiring program that is intended to minimize personnel turnover and retain a high-quality workforce.

CONTRACTOR shall employ, maintain, and assign at all times a sufficient number of competent and qualified personnel to meet the requirements of the services in this SOW. CONTRACTOR warrants and represents to AUTHORITY that the personnel shall possess the proper skill, training, background, knowledge, experience, character, and licenses necessary to perform the duties assigned under this agreement.

CONTRACTOR shall be responsible for determining the direct staffing positions, levels and salaries required to deliver the services as described herein. Failure to provide suitable personnel consistent with AUTHORITY's contractual obligations as set forth herein shall be deemed a material breach of contract and may subject CONTRACTOR to immediate termination at AUTHORITY's option.

The following project staff or equivalent positions are recommended by AUTHORITY to ensure the efficient operation of OC ACCESS Same Day Taxi service.

CONTRACTOR shall determine and justify the OC ACCESS Same Day Taxi staffing to be provided.

4.1. PROJECT MANAGER

Subject to approval by AUTHORITY, CONTRACTOR shall assign a Project Manager. The Project Manager shall demonstrate, by decision and action, competency in all aspects of AUTHORITY's OC ACCESS Same Day Taxi service and have extensive knowledge of ADA and FTA guidelines. The Project Manager shall be responsible for the daily operations of the service and that the delivery of service meets or exceeds AUTHORITY's objectives and standards and responds to all significant emergencies. The Project Manager shall also be responsible for the oversight of vehicle

maintenance and ensure adherence to the vehicle manufacturer's recommended preventative maintenance inspection (PMI) requirements or AUTHORITY-approved preventative maintenance plan.

The Project Manager shall maintain consistent and sufficient contact and communication with AUTHORITY's Project Manager. The Project Manager shall be available during normal working hours and be available by telephone (mobile phone included) or email at all times. The Project Manager shall act as the primary liaison between CONTRACTOR and AUTHORITY and attend meetings and events as requested by AUTHORITY's Project Manager. AUTHORITY shall be provided with the identity and phone numbers of the Project Manager and his or her immediate subordinate and shall be advised of any change in such personnel.

The Project Manager shall have a minimum of five (5) years of management and supervisory experience in public transportation operations or a related field and at least three (3) years of experience in the management and operations of transportation service similar to OC ACCESS Same Day Taxi.

AUTHORITY expects that CONTRACTOR shall retain the services of the Project Manager it names in its proposal for a minimum of two (2) years. CONTRACTOR shall not remove or replace the Project Manager without prior written approval.

4.2. OPERATIONS MANAGER

Subject to approval by AUTHORITY, CONTRACTOR shall assign an Operations Manager. The Operations Manager shall demonstrate, by decision and action, competency in all aspects of AUTHORITY's OC ACCESS Same Day Taxi service and have extensive knowledge of ADA and FTA guidelines.

The Operations Manager shall be responsible for the day-to-day operations of OC ACCESS Same Day Taxi service and must maintain consistent and sufficient contact and communications with AUTHORITY's Field Administrator(s). The Operations Manager is expected to work with any subcontractor to identify and resolve any service issues, improve training or operations practices, work with any subcontractor in implementing solutions designed to improve system efficiency and rider satisfaction.

Operations Manager shall be proficient in call center operations, dispatch operations, and Trapeze Software. The Operations Manager shall be responsible for the training of Call Center and Dispatch staff to proficiency as appropriate to their duties and to a level that will ensure that the delivery of service meets or exceeds AUTHORITY's objectives and standards.

The Operations Manager must have a minimum of three (3) years of supervisory experience in public transportation operations or a related field.

4.3. SAFETY AND SECURITY MANAGER

Subject to approval by AUTHORITY, CONTRACTOR shall assign Safety and Security Manager. The Safety and Security Manager shall be responsible for the safe/secure operations of the OC ACCESS Same Day Taxi service as described in this scope of work. The Safety and Security Manager will direct all of CONTRACTOR's base safety and security related functions. This position must be knowledgeable and experienced in proactive incident/accident prevention.

The responsibilities of the position include identifying and resolving all issues related to base and operations safety and security, including documentation, mitigation, and follow-up of any event or risk experienced in the service. Safety and security management responsibilities include all personnel, any safety related meetings, accident/incident reporting, accident/incident investigation, corrective actions, data collection, and sufficient contact and communications with AUTHORITY. The Manager will oversee driver training and the Drug and Alcohol program administration and maintain records. All compliance records shall be current and available for inspection by AUTHORITY staff upon request. Responsibilities include ensuring that completed incident/accident and all required reports are submitted to AUTHORITY no later than the defined due dates.

The Safety Manager shall have a minimum of five (5) years of related experience, three (3) years of which in the transportation industry.

4.4. VEHICLE OPERATORS (DRIVERS)

CONTRACTOR shall recruit and train Vehicle Operators necessary to provide services at the level described in this Scope of Work. Vehicle Operators recruited for the operation of the OC ACCESS Same Day Taxi service shall meet the following qualifications/requirements before being allowed to perform revenue service:

- Possess and maintain the appropriate license to operate the vehicle used to provide revenue service and any other license required by local, state, or federal regulations.
- Shall be able to effectively understand, speak, read, and write in English.
- Undergo and pass a drug and alcohol screening at a facility approved by CONTRACTOR in compliance with federal regulations.

CONTRACTOR shall ensure that all Vehicle Operators do not engage in any of the following misconduct when providing service:

- Use of intoxicating liquors, narcotics, or controlled substances of any kind (excluding doctor's prescriptions which do not impair driver's driving ability and for which an operator has advised his/her supervisor of its use following requirements of Motor Carrier Safety Regulations (49 CFR 391.41—391.49)) while on duty or reporting for duty.
- Gambling in any form.

- Smoking and other uses of tobacco while on duty, except in places or at times designated for that purpose. No smoking is permitted in any vehicle in revenue service.
- Carrying of firearms or concealed weapons.
- Resorting to physical abuse or violence to settle a dispute with another driver, a rider, other passengers, or the public while on duty.
- Spitting or urinating in inappropriate places or any other unsanitary, offensive, or insensitive practices or behavior.
- Use of loud, threatening, indecent or profane language and/or making threatening or obscene gestures toward riders or others.
- Physically touching and/or assisting a rider without first obtaining the rider permission to do so.
- Unprofessional conversation, behavior, jokes, or comments that can be construed as sexual harassment or offensive to others.
- Entering a rider's home.
- The use of a personal cell phone or any non-revenue service required electronic equipment, including but not limited to a smartwatch, radio, unauthorized GPS unit, while the vehicle is in revenue service.
- Playing any entertainment radio or other personal audio equipment when passengers are in the vehicle.

CONTRACTOR shall review and conduct an individualized assessment of all criminal background history consistent with Government Code Section 12952 before their hire or agreement to provide revenue service. No driver shall have a history of felony (any degree) convictions which have a clear nexus to the driver's responsibilities including, but not limited to, sex offenses, armed robbery, robbery, forgery, fraud, conspiracy to commit a felony, assault, illegal firearms possession, arson, murder, etc., or convictions of any misdemeanor involving violent behavior toward any person or sexual misconduct, or convicted of driving while intoxicated or driving under the influence of alcohol or drugs, reckless driving or leaving the scene of an accident.

All new drivers providing revenue service shall have no more than three (3) moving violation points on their Driver's License within the last three (3) years. CONTRACTOR shall obtain and maintain on file a copy of the California Motor Vehicle Report for each driver and, if required by state or local law, rule or ordinance, a copy of any applicable certificate of transportation, and/or Certificate of Public Convenience and Necessity for each vehicle to be used to provide transportation service. Any driver found not in compliance with these requirements shall be removed from providing revenue service.

CONTRACTOR shall, before a driver is placed into revenue service under the program, ensure that a U.S. Department of Justice fingerprint background check has been obtained. Motor Vehicle Reports shall be reviewed annually for all program drivers to ensure that all the requirements for new drivers apply to all drivers at the time of each annual review. Any driver determined to not comply with the

requirements stated in this paragraph shall immediately be removed from revenue service.

CONTRACTOR shall ensure that a uniform is worn by all Vehicle Operators when providing revenue service. The uniform shall convey a professional image. The proposed uniform shall be subject to AUTHORITY approval. It is CONTRACTOR's responsibility to see that Vehicle Operator uniforms remain in good repair and do not appear old or worn out.

CONTRACTOR shall provide Vehicle Operator grooming and appearance policies and standards.

4.5. ROAD SUPERVISORS

Road Supervisor staff shall provide road supervision throughout the service area during all hours of revenue service to ensure quality service delivery regularly through field observations. Road Supervisors shall address specific service problems and service interruptions, as well as investigate incidents and accidents.

A Road Supervisor must have, at a minimum, two (2) years of experience as a driver for a transportation service similar to OC ACCESS Same Day Taxi.

4.6. CALL CENTER REPRESENTATIVES

Call Center Representatives shall properly answer and respond to all rider inquiries regarding the OC ACCESS Same Day Taxi service via telephone and Telephone Device for the Deaf (TDD). Call Center Representatives shall demonstrate professional telephone etiquette, rider empathy, and sensitivity while taking calls for trip reservations, cancellations, ride checks, service inquiries, and general service information.

Call Center Representatives are expected to have a thorough knowledge of the OC ACCESS Same Day Taxi service, OC ACCESS paratransit service, ADA, and Trapeze scheduling and dispatch systems. A sufficient number of personnel who answer rider calls shall be bilingual in both English and Spanish, at all times. CONTRACTOR shall also provide a language line for all other language interpretations.

4.7. CALL CENTER SUPERVISORS

Call Center Supervisors shall monitor and supervise the day-to-day operations of Call Center Representatives. Call Center Supervisors shall provide immediate resolution to rider and service issues in a manner that is consistent with the OC ACCESS Same Day Taxi service. Call Center Supervisors must have experience in supervising and directing Call Center Representatives and be competent at providing guidance and assistance while Call Center Representatives are handling live calls.

Call Center Supervisors shall be proficient in call center operations, Automatic Call Distribution (ACD) application-based call routing, reading and interpreting real-time monitoring screens and reader boards to manage live call flow, agent and phone

queue performance and shall possess competency in all aspects of the OC ACCESS Same Day Taxi service, OC ACCESS paratransit service, ADA, and Trapeze scheduling and dispatch systems. A minimum of one (1) Call Center Supervisor shall be on-duty during OC ACCESS Same Day Taxi operating hours.

4.8. DISPATCHERS

Dispatchers shall provide dispatching responsibilities during service hours. Dispatchers shall monitor the performance of trips that will ensure that the delivery of service meets or exceeds AUTHORITY's objectives and standards, including AUTHORITY's No Show Policy. Radio Dispatchers are responsible for reassigning trips and contacting riders when appropriate as a result of late service (i.e. vehicle breakdown, late and excessively late trips).

Dispatchers shall be proficient in Trapeze scheduling and dispatch systems and shall possess competency in all aspects of AUTHORITY's OC ACCESS Same Day Taxi service. Dispatchers shall possess and demonstrate an advanced understanding and application of dispatching principles and theory, principles of increasing system productivity, familiarization with the service area, map reading skills, driver operations, including but not limited to, the use of MDTs and communication systems.

5. TRAINING AND SAFETY PROGRAMS

5.1. PERSONNEL POLICIES

CONTRACTOR shall have in effect personnel policies that conform to all local, state, and federal laws including, but not limited to, all regulations concerning Equal Employment Opportunities, Drug and Alcohol Regulations, Compensation, Worker's Compensation, and other regulations as appropriate. These policies shall be consistent with AUTHORITY policies and shall be contained in a Personnel Handbook for distribution to all CONTRACTOR personnels. AUTHORITY shall be provided with a copy of this Personnel Handbook and any updates thereof.

CONTRACTOR shall maintain at all times a current list of personnel assigned to AUTHORITY's contract and provide AUTHORITY with an updated personnel list each month and when otherwise requested. The list shall include, at a minimum, the following:

- Name
- Badge/Personnel number (if any)
- Hire/Start Date
- Date of CONTRACTOR certification
- First day of performing a safety-sensitive function (when applicable)
- California driver's license number and expiration date (when applicable)
- Pull notice record date (when applicable)

At a minimum, the following policies shall be included in CONTRACTOR's Personnel Handbook. Failure to comply with any of the policies listed below may result in the removal from the project.

- **Weapons:** When working for AUTHORITY's project, personnel may not have weapons in their possession.
- **Entertainment and Electronic Devices:** For the safety of the Vehicle Operator and passengers, Vehicle Operators are prohibited from the use of a personal cell phone, hands free or not, or any non-revenue service required electronic equipment, including but not limited to a smartwatch, earphones, radio, unauthorized GPS unit, while the vehicle is in revenue service. A hands-free device may be used, safely, for operational purposes only while the vehicle is in revenue service.
- **Do not use a camera or camera phone to take photographs of riders.**
- **Illegal Substances and Alcohol:** AUTHORITY may require CONTRACTOR to remove personnel or driver from the project for purchasing or consuming any illegal substances or alcoholic beverages while in service. The policies for addressing such incidents shall be included in CONTRACTOR's Drug and Alcohol Policies. CONTRACTOR's Drug and Alcohol Policies must also comply with the Drug and Alcohol Regulations.
- **Smoke-free Environment:** AUTHORITY promotes and supports a smoke-free work environment. There is no smoking allowed in any vehicle that provides revenue service. AUTHORITY may require CONTRACTOR to remove personnel from the project who fails to comply.
- **Inappropriate Behavior:** AUTHORITY has a zero-tolerance policy for inappropriate behavior. CONTRACTOR's personnel policies must address how inappropriate situations shall be handled. CONTRACTOR shall also adopt a zero-tolerance policy and shall describe their procedure for training personnel in this policy to avoid it from occurring. Should CONTRACTOR receive notification from other than AUTHORITY that personnel or driver is allegedly involved in criminal activity including inappropriate behavior, CONTRACTOR shall notify AUTHORITY's Project Manager immediately.
- **Confidential Information:** CONTRACTOR personnel shall maintain the confidentiality of rider data, medical information, and any other personal information to which they might have access to through their employment with CONTRACTOR.
- **CONTRACTOR personnel shall neither solicit nor accept gifts, gratuities, favors or anything of monetary value.**

5.2. VEHICLE OPERATOR (DRIVER) TRAINING

CONTRACTOR Driver Training shall be developed in a manner that ensures Vehicle Operators will provide safe and reliable service, maximizes customer service and productivity. CONTRACTOR shall design all training programs in a manner that is delivered efficiently and conforms with all local, state, and federal laws and assures AUTHORITY's objectives and standards.

The training program shall include specific course content or subject matter, and the number of hours of training to be provided. Training shall include, but not be limited to, empathy, sensitivity, service animals, wheelchair familiarization and securement practices, OC ACCESS Same Day Taxi policies and procedures, and ADA regulations. Below is a list of other recommended training topics:

- Classroom defensive driving
- “Behind-the-wheel” defensive driving
- Vehicle and equipment familiarization
- Collision and incident reporting
- Harassment
- Drug & Alcohol Awareness Training
- Safe handling of blood-borne pathogens

5.3. CALL CENTER REPRESENTATIVE TRAINING

CONTRACTOR Call Center Representative Training shall be developed in a manner that ensures representatives will provide courteous and consistent service and maximizes productivity. CONTRACTOR shall design all training programs in a manner that is delivered efficiently and conforms with all local and state laws and assures AUTHORITY’s objectives and standards.

The training program must include specific course content or subject matter, and the number of hours of training to be provided. Training shall include, but not be limited to, Trapeze scheduling and editing, proper telephone etiquette, empathy, sensitivity, OC ACCESS Same Day Taxi policies and procedures, and ADA regulations.

5.4. DISPATCH TRAINING

CONTRACTOR Dispatch and Scheduling Training shall be developed in a manner that ensures dispatchers and schedulers are equipped to provide courteous and consistent service and maximize productivity. CONTRACTOR shall design all training programs in a manner that is delivered efficiently and conforms with all state and local laws and assures AUTHORITY’s objectives and standards.

The training program must include specific course content or subject matter, and the number of hours of training to be provided. Training shall include, but not be limited to, Trapeze scheduling and editing, routing efficiency, dispatch systems, OC ACCESS Same Day Taxi policies and procedures, and ADA regulations.

5.5. TRAINING PROGRAM SUPPORT AND REPORTING

CONTRACTOR shall maintain a record of all initial training, continuous training, and retraining completed by all CONTRACTOR personnel and drivers under this Agreement. CONTRACTOR shall provide a copy of these records upon request by AUTHORITY.

AUTHORITY reserves the right to require the revision of CONTRACTOR’s training program(s) to comply with local, state, and federal laws, AUTHORITY policies and

procedures, and ADA regulations. Training records are subject to random inspection and review by AUTHORITY. Failure of a CONTRACTOR personnel or driver to be trained and remain trained to proficiency as appropriate to their role may result in the removal from service and denial of payment for service provided. This includes having any necessary credentials, such as a valid driver's license.

CONTRACTOR shall notify AUTHORITY of personnel or driver completing their initial training before performing any service. Additionally, CONTRACTOR shall notify AUTHORITY of any updates to credentials as they occur. CONTRACTOR shall maintain a list of all staff performing service, which shall be updated and provided to AUTHORITY monthly.

5.6. SAFETY PROGRAMS

CONTRACTOR shall be required to establish a written Exposure Control Plan designed to eliminate or minimize personnel/driver exposure to Blood Borne pathogens and/or Bodily Fluids. CONTRACTOR shall provide any personnel/driver that may come in contact with Blood Borne Pathogens or Bodily Fluids with appropriate training before starting their role.

CONTRACTOR shall maintain an incentive and safety program to support AUTHORITY's goal of providing safe and reliable service, maximizes customer service and productivity, and meets or exceeds AUTHORITY's objectives and standards. AUTHORITY supports the use of a safe driving program that includes meetings and incentives. These programs shall be detailed in writing and implemented routinely.

CONTRACTOR shall develop, implement, and maintain, in full compliance with California Labor Code Section 6401.7(a), a formal Illness and Injury Prevention Plan including periodic safety meetings, participation in safety organizations, safety incentives offered by CONTRACTOR to personnel and drivers, and participation in risk management activities under the auspices of CONTRACTOR's insurance carrier or other organization. CONTRACTOR shall provide a copy of the safety program, including evidence of complying with SB 198, and any subsequent updates to AUTHORITY.

6. VEHICLE REQUIREMENTS

6.1. VEHICLE STANDARDS

The determination of the number of vehicles required for service is the responsibility of CONTRACTOR. All vehicles used for OC ACCESS Same Day Taxi service shall meet the requirements of the California Vehicle Code, including, but not limited to, California Vehicle Code § 24000, and shall be subject to inspection within thirty (30) days for regulatory and safety compliance.

CONTRACTOR shall provide a list of all authorized vehicles proposed for use in revenue service monthly. This list shall include year, make, model, mileage, vehicle identification number (VIN) and seating capacity.

The maximum age and mileage of vehicles shall not exceed ten (10) years or 300,000-miles during the term of this Agreement. All vehicles, at a minimum, shall comply with Federal Motor Vehicle Safety Standards (FMVSS) to be eligible for revenue service. AUTHORITY reserves the right to inspect any CONTRACTOR vehicle for approval before starting revenue service and at any time while assigned to this contract. A vehicle is subject to immediate removal from service if deemed unsafe or otherwise in violation of safety standards.

All vehicles (including replacement vehicles) must:

- Display the valid AUTHORITY placard while in service.
- Have a rear-view mirror and side-view mirrors mounted on both sides of the vehicle.
- Have a functioning interior light within the rider(s) compartment.
- Have functioning window and door mechanisms, which ensure that all access doors and windows are capable of being opened from the inside and outside and remain closed and secure during travel.
- Have a functioning speedometer indicating speed in miles per hour and a functioning odometer correctly indicating the distance in tenths of a mile
- Be equipped with operational heating, ventilation and air conditioning systems.
- Have exteriors free of grime, oil or other substances and free from cracks, breaks, dents and damaged paint that noticeably detract from the overall appearance of the vehicle.
- Be equipped with hubcaps, wheel covers, or wheels designed so as not to require caps/covers so long as they do not detract from the overall appearance of the vehicle.
- Have all body molding in place, or if removed, holes shall be filled and painted.
- Not have damaged or broken seats or protruding sharp edges
- Have an unobstructed vision on all sides of the vehicle.
- Be equipped with an operable communication system (two-way mobile radio, cell phone, or any other device) which affords contact with the vehicle during revenue service. If a portable radio/cell phone communication system is used, drivers shall be provided with and use a "hands-free" device to be used, safely, for operational purposes only while the vehicle is in revenue service.
- Have a functioning video and video recorder that meets all applicable local, state and federal laws.
- Meet all safety and mechanical standards established by the local codes, California State statutes, and federal regulations, and have passed all required inspections.
- Not have vehicle leaks of any kind, including fumes.
- Be equipped with a functioning horn.

- Seat belts shall be provided and maintained in working order for all vehicle seats and a sign shall be prominently displayed advising passengers that seat belt use is required.
- Drivers and passengers shall be secured in seats with seat belts at all times the vehicle is in operation subject to compliance with ADA requirements.
- Accessible vehicles that provide transportation to persons utilizing a wheelchair shall have a functioning wheelchair securement system using a four-point securement for the wheelchair and secures each rider with a lap and shoulder belt. While in service, each accessible vehicle must maintain on-board a sufficient number of wheelchair securements, lap belts, and shoulder belts to meet a given vehicle's maximum wheelchair passenger capacity. Securements shall not be left on the vehicle floor when not in use and shall be kept clean and well maintained. These accessible vehicles shall only provide passenger side loading and cannot use a detachable ramp.
- A step stool may not be used at any time to load and/or unload passengers.
- Any lift-equipped vehicle supplied shall meet all the requirements of the ADA and the regulations applicable thereto and have a backup to all lift capacity. The lift shall incorporate an emergency method of deploying, lowering to ground level with a lift occupant, and raising and stowing the empty lift if the power to the lift fails.
- Lifts and other installed accessories including radios shall be maintained following the recommendations of the respective manufacturer.
- All vehicles shall be maintained in good overall operating condition.
- Each van, or larger, vehicle (as opposed to a sedan) shall be equipped with a fully charged, certified and non-expired fire extinguisher of the proper type for the vehicle.
- Each vehicle shall be weather-tight and free of water leaks.
- Drivers and passengers shall not be allowed to smoke in the vehicle and a sign shall be prominently posted inside the vehicle-advising passengers of this prohibition.
- Any fines incurred in the operation of the vehicle, including parking violations, shall be the sole responsibility of the CONTRACTOR and/or driver.
- All vehicle sizes and types are subject to the prior approval of AUTHORITY. Approval considerations shall include overall vehicle size, interior seating area, passenger comfort, adequacy of space for storage of mobility aids, lift size, and overhead clearances.
- CONTRACTOR shall ensure that on a daily basis, the driver tests all safety and securement components, notes defects, and all safety-related defects identified are corrected following manufacturer's specifications before vehicle is placed in revenue service.
- A service animal shall be considered a passenger for vehicle capacity purposes.

6.2. PREVENTATIVE MAINTENANCE

Vehicle preventive maintenance shall be performed following the vehicle manufacturer's recommended PMI requirements or AUTHORITY-approved preventative maintenance plan.

CONTRACTOR shall develop a preventive maintenance program and maintain records which detail the work performed for each vehicle. These records shall be available for review by AUTHORITY. Such records shall be available during vehicle inspections, post accidents, or as needed. The objectives of the preventative maintenance program are to reduce unscheduled maintenance time and road failures through comprehensive, scheduled, preventive maintenance, which encompasses inspections, repairs, oil, and filter changes and engine and transmission performance analysis.

Vehicle repairs and servicing shall be performed by technicians in maintenance facilities that utilize the latest technologies, tools, and electronic diagnostic equipment. CONTRACTOR shall ensure adequate technical training and appropriate technician certifications are available for review by AUTHORITY.

6.3. PRE AND POST TRIP INSPECTIONS

Vehicle Operators shall inspect their vehicle daily before beginning revenue service and at the conclusion of performing revenue service per state and federal requirements. If any defects are detected, the vehicle operator shall note the defect on a CONTRACTOR provided daily vehicle inspection report form and when applicable, correct the defect before entering revenue vehicle service.

If ADA equipment is not working properly during the pre-trip inspection process, the vehicle shall be removed from revenue service until the repair is made.

6.4. VEHICLE CLEANLINESS, AESTHETICS REQUIREMENTS

To facilitate customer service, vehicles must remain clean and free from body damage (other than minor scratches). If vehicles are inspected by AUTHORITY and found not in compliance with vehicle cleanliness/aesthetic requirements, a written notice shall be served. Vehicles that are not brought up to standard within seven (7) days may be subject to removal from revenue service.

The exterior of each vehicle shall be cleaned at least once a week unless inclement weather dictates additional cleaning. Vehicle interiors shall be cleaned daily. The daily cleaning will consist of, at a minimum:

- Carpets, floors, and upholstery dry and free of dirt, debris, stains, rips, or holes
- Dashboard clean and free of cracks
- Seatbelts clean and fully operational
- Interior free of any unpleasant or overpowering odors
- Clean inside of all windows, removing all dust, fingerprints and head prints
- Doors and armrest clean
- Crevices clean and free of debris
- Operator identification properly displayed and easily viewed
- AUTHORITY placard visibly displayed
- Removal/repair of graffiti damage

6.5. ACCIDENT REPAIRS

Damaged vehicles due to accidents shall be promptly removed from service and repaired. All body and glass damage are the sole responsibility of CONTRACTOR and shall be repaired consistently with the manufacturer's repair standards. Vehicles with body damage other than minor scratches shall not be released for revenue service until repairs have been completed.

6.6. RANDOM VEHICLE SAFETY INSPECTIONS

All vehicles within the program are subject to random safety inspections by AUTHORITY for mechanical and regulatory compliance. Random vehicle safety inspections may include the daily vehicle inspection report; particularly with regards to the inspection of all safety equipment. Failure to maintain vehicles following FMVSS and other applicable requirements shall result in the vehicle not being allowed to be used in revenue service until the vehicle is in compliance and such compliance is verified by AUTHORITY. Daily safety checks to be performed by the driver include:

- Engine oil level
- Transmission fluid level
- Radiator/Reservoir coolant level
- Power steering fluid level
- Windshield wipers/Washers
- Tire wear and tire inflation levels
- Directional signals and flashers
- Headlights
- Brakes and lights
- Parking brake
- Mirrors for damage and properly set
- Horn operation
- Heater/Air conditioner
- Gauges; temperature, fuel, charging, oil pressure
- Speedometer/trip meter
- Ignition key/Fob
- Check for leaks under the vehicle
- Check inside the engine compartment for leaks or loose items
- Seatbelts
- Windows open and close as per manufacturer specifications
- Windshield free from cracks
- Lifts/Ramps (as applicable)
- Fire extinguisher onboard, fully charged, certified and easily accessible (as applicable)
- Wheels, tires and lug nuts
- Check for any strange smells, sounds or vibrations

6.7. VEHICLE MAINTENANCE SAFETY INSPECTIONS

CONTRACTOR is required to submit their vehicles for a thorough safety inspection at scheduled intervals, minimum quarterly. These inspections are critical to maintaining a safe and reliable fleet. The inspections are consistent with those performed by most governmental and regulatory agencies. Vehicle inspections shall be performed and signed-off by a licensed/certified mechanic. Any vehicle not in compliance shall automatically be removed from revenue service. Any items identified as "unsafe" or "failed" shall be required to be repaired and documentation of the repairs forwarded for review before the return to revenue service. Vehicle maintenance safety inspections are comprehensive and shall include:

- Engine condition
- Electrical system
- Transmission operation, cooler lines, fluid leaks
- Drivetrain, universal/constant velocity joints
- Power steering, play in the steering wheel
- Exhaust system
- Speedometer
- Front suspension components
- Rear suspension components
- Tire wear, tread depth, condition, age
- Shock absorber, struts
- Steering components
- The braking system, brake linings, ABS
- Lighting system
- Charging system
- Safety equipment, belts, fire extinguisher
- Wheelchair lifts and equipment
- Horn, door locks/handles
- Windshield and all other glass, safety rating
- Interior lighting
- Heating, air conditioning, and ventilation system
- Seats and armrests
- Differential
- Fluid levels
- Body, paint damage

6.8. RED TAGGED VEHICLES

If, in the opinion of the AUTHORITY, any vehicle does not meet safety standards as outlined in the SOW, it may be "red-tagged." A vehicle that has been "red-tagged" shall not go into revenue service and/or shall be immediately removed from revenue service. A "red-tagged" vehicle may not be released into revenue service until the problems associated with it have been rectified and verified by AUTHORITY. The following occurrences shall qualify a vehicle for "red-tagging":

- Safety equipment missing (per Vehicle Code requirements)
- Wheelchair lift or ramp inoperative
- Wheelchair lift brake interlock inoperative
- Wheelchair lift restraints missing or inoperative
- Tires: Flat, worn, embedded objects or bald
- Passenger door interlock inoperative
- Headlights out
- Taillights out
- Turn signals out or inoperative
- Horn not working
- Windshield wipers not working
- Engine smoking excessively
- Brake lining too thin
- Fluid leaks
- Air conditioning, heating, and ventilation systems inoperative
- Exhaust system leaking or damaged
- Steering with excessive play
- Loose or missing lug nuts
- Vehicles with over \$500 in body damage
- Unpleasant or overpowering interior odors
- Any noncompliance with Federal Motor Vehicle Safety Standards and other governing agency safety, vehicle operation regulations

6.9. VEHICLE FUELING

Vehicle fueling is the responsibility of CONTRACTOR and shall be performed before entering revenue service. Fueling with passengers on board is strictly prohibited.

7. ACCIDENTS AND INCIDENTS

CONTRACTOR shall prepare a monthly summary of all accidents and incidents that occurred during the month. CONTRACTOR shall ensure that all accidents and incidents, along with any required supporting documentation, are reported to AUTHORITY immediately and no more than two (2) hours from the time of occurrence.

This log shall include, at a minimum, the following information:

- Date of Accident/Incident
- Time of Accident/Incident
- Day of Week of Accident/Incident
- Vehicle Number
- Operator Name
- Operator Badge Number
- Hire/Start Date
- Name of Road Supervisor Who Reported to the Scene
- Badge of Road Supervisor Who Reported to the Scene
- Whether the Accident/Incident was Preventable

- Passenger Injuries
- Whether the Operator was Drug Tested

8. REMOVAL OF PERSONNEL

AUTHORITY may require that any personnel or driver to be removed from the project for excessive complaints, preventable accidents, preventable incidents, misconduct, or inappropriate behavior. AUTHORITY has a zero-tolerance policy concerning misconduct, inappropriate behavior and/or negligence resulting in harm to a passenger or significant property damage. If an allegation of this nature is received, CONTRACTOR shall remove the personnel from service immediately pending investigation and resolution of the allegation to AUTHORITY's satisfaction.

Any CONTRACTOR personnel or driver receiving four (4) or more valid complaints within a rolling six (6) month period may be removed from the project. AUTHORITY shall notify CONTRACTOR of any person determined to be unsuitable.

9. INFORMATION TECHNOLOGY REQUIREMENTS

CONTRACTOR shall be responsible for providing the labor and resources to operate and maintain CONTRACTOR-owned and AUTHORITY provided technology assets required for the operation of OC ACCESS Same Day Taxi service.

AUTHORITY shall provide transit scheduling software and shall be accomplished via Citrix thin-clients. Support shall be provided by the AUTHORITY's Help Desk. CONTRACTOR shall cooperate and assist AUTHORITY in the planning, implementation and assessment of technology activities and systems.

10. KEY PERFORMANCE INDICATORS

Trips provided under the OC ACCESS Same Day Taxi service are subject to performance standards outlined below, measured quarterly. AUTHORITY shall review the standards established to ensure that those standards remain appropriate. In consultation with CONTRACTOR, AUTHORITY may, at its discretion, adjust standards to ensure and encourage increased efficiency and service quality.

Metric	Standard	Definition
On-Time Performance (OTP)	90%	The percentage of trips when the driver arrives within the 10-minute on-time window. The 10-minute pick-up window is calculated from the scheduled time, plus 10-minutes. (ex. Scheduled Pick-up Time at 8 AM, On-time Window is 8 AM to 8:10 AM. 8:11 AM is late).
Response Time	100%	All trips must have a scheduled pickup time within 2 hours of trip creation.
Excessively Late Trips	0.5%	An "excessively late trip" shall be defined as a trip in which the vehicle arrives more than 30 minutes past the scheduled pick-up time and the customer takes the trip.

Missed Trips	0.5%	A “missed trip” results from trips that are requested, confirmed, and scheduled, but do not take place because (1) the vehicle arrives and leaves before the scheduled pick-up time without picking up the rider and without any indication from the rider that he or she no longer wants to take the trip, (2) the vehicle arrives at the scheduled pick-up time but the vehicle does not wait the required 5-minute dwell time, there is no contact with the rider, and the vehicle departs without the rider, (3) the vehicle arrives after the scheduled pickup time and departs without picking up the rider (either because the rider is not there or declines to take the trip because it is now late), and (4) the vehicles does not arrive at the pick-up location.
Valid Complaints	1 per 1,000 trips	The ratio of valid complaints to monthly trips provided service.
Non-Responsive to Complaints	100%	Comments that require a response (call back, written) must be investigated within 5 business days. Comments not requiring a response must be investigated within 10 business days
Accident/Incident Reporting	100%	Measured as the number of occurrences where an accident is not reported within 2 hours
Call Center Telephone Hold Time	90	Measured as the average telephone hold time for all service lines (reservations, cancellation, ride check and general information) for the calendar month.

11. INVOICES AND BILLING

AUTHORITY will reimburse CONTRACTOR a flat rate for the trip, utilizing CONTRACTOR proposed prices. AUTHORITY shall only make payment after receipt of a complete operating summary, inclusive of all supporting reports and complaint investigation, and monthly invoice is submitted to AUTHORITY. Invoices and reports will be submitted monthly, by or before the last business day of the month following the month the service was provided. AUTHORITY will reimburse the Contractor on a net thirty (30)-day period, pending verification of the data submitted.

11.1. ASSOCIATED MONTHLY REPORTS

It is AUTHORITY’s intent to have all activity entered and tracked using the Trapeze PASS scheduling software. It is expected that this reporting will be pulled from the Trapeze PASS database after all data for the month has been completely reconciled and entered into the Trapeze database. CONTRACTOR shall be responsible for collecting and entering data into the Trapeze PASS database that is not automatically

entered into the system by MDT and shall be responsible for the integrity of the data. CONTRACTOR shall be responsible for pulling the data and reporting it to AUTHORITY for review and validation upon the CONTRACTOR's completed month's reconciliation.

CONTRACTOR must submit monthly invoice, notices, and associated reports as set forth below. CONTRACTOR shall submit invoices and Monthly Operating Reports no later than the thirty (30) days after the month end.

11.2. TRIP LEVEL DETAIL REPORT

Contractor will submit a monthly summary of ride booking activity that includes the following:

- OC ACCESS ID number
- Rider Name
- Date of booking
- Trip origin and destination address
- Trip creation time
- Booking or scheduled pick-up time
- Actual pick-up time
- Drop-off time
- Trip status (performed, no show, missed trip, cancel, etc.)
- Trip mileage from pick-up to drop-off
- Number of passengers
- Unique vehicle identification (such as fleet number)

11.3. ACCIDENT AND INCIDENT REPORT

CONTRACTOR shall prepare a monthly summary of all accidents and incidents that occurred during the month.

This log shall include, at a minimum, the following information:

- Date and Time of Accident/Incident
- Date and Time reported to AUTHORITY
- Day of Week of Accident/Incident
- Vehicle Number
- Operator Name
- Operator Badge Number
- Hire Date
- Name of Road Supervisor Who Reported to the Scene
- Badge of Road Supervisor Who Reported to the Scene
- Whether the Accident/Incident was Preventable
- Passenger Injuries
- Whether the Operator was Drug Tested

11.4. CALL CENTER REPORT

CONTRACTOR shall submit a daily and monthly summary of all activity for the month as part of the Monthly Report that includes the following:

- Calls Answered
- Calls Abandoned
- Average Wait Time for Answered Calls (Hold Time)
- Sum of Calls On Hold Over Five (5) Minutes

12. TERMS AND DEFINITIONS

As used throughout this SOW and Attachments, the following terms shall have the meanings set forth below:

¾ Mile Service Corridor: An area extending ¾ of a mile, in each direction, from an operating fixed route or rail service.

Accident: Any occurrence where a vehicle operated in AUTHORITY service, makes physical contact with any other vehicle, person or object or any situation that could result in legal liability on the part of AUTHORITY.

ACD: Automatic Call Distribution system.

AVL: Automatic Vehicle Locator system.

Cancel at Door (CD): An occurrence where the customer makes contact with the driver when he/she arrives at the pick-up location and cancels the trip. For tracking purposes, a "cancel at the door" and a "no-show" are treated in the same manner.

Conditional Eligibility: OC ACCESS eligibility status granted to those passengers who may sometimes have the ability to ride accessible fixed-route service.

Curb-to-Curb Service: A type of paratransit service where, on both the origin and destination end of the trip, the operator gets out of the vehicle and assists the passenger between the vehicle and a sidewalk or other waiting area no more than fifteen (15) feet from the vehicle. Curb-to-Curb service is AUTHORITY's standard for OC ACCESS Same Day Taxi Service.

Daily Vehicle Inspection Report: The Daily Vehicle Inspection Report documents the condition of the vehicle before leaving the yard or terminal for revenue service.

Deadhead: For paratransit services, refers to either miles or hours when a vehicle is not in revenue service including travel from yard to first pick-up, from the last drop-off back to the yard when released by the dispatcher, travel during operator breaks and other "out of service" times and travel between scheduled pickups and drop-offs.

Dwell Time: The amount of time spent at each pick-up location waiting for boarding passengers. A vehicle arriving for an on-time pick-up shall wait for a minimum of five (5)

minutes for a rider to appear and board the vehicle before initiating the no-show process. During the required Dwell Time, it is expected that the operator will attempt to make contact with the rider and will notify dispatch that the rider has not appeared.

Eligibility Denial: A person that has been determined to be ineligible for OC ACCESS service because they do not meet the criteria established under ADA guidelines.

Excessively Late Trip: A trip on which the vehicle arrives more than thirty (30) minutes past the pick-up window and the customer takes the trip.

Fare: The revenue received from transporting a rider, and at times, a companion. PCAs are not charged a fare. Fare may be provided in the form of cash or coupons.

Fare Evasion: The unlawful use of transit facilities by riding without paying the applicable fare.

Incident Report: A report that describes the details of an incident, accident, or situation.

Incident: Any event or episode on or within 100 feet of a vehicle operated in AUTHORITY service that requires the operator to disrupt normal operations of the vehicle or has the potential to generate a customer comment. Incidents are to be reported on an AUTHORITY approved incident report form to document situations, especially crimes, customer relations problems, or other extraordinary events that occur on or near the vehicle and does not involve personal injury or property damage.

Major Mechanical System Failure: Failure of a mechanical element of a revenue service vehicle that prevents the vehicle from completing a scheduled revenue trip or proceeding to the next revenue trip because the factual movement is limited because of safety concerns.

Missed Trip: Any trip for which the vehicle arrives after the end of the scheduled pick-up window and the customer does not take the trip or any trip for which the vehicle does not dwell for the required amount of time and the customer does not take the trip.

Non-Revenue Vehicle: A vehicle used to support revenue vehicle operations that are not typically used to carry transit passengers. Types of Non-Revenue Vehicles include supervisor vehicles, driver relief vehicles, staff cars, and maintenance vehicles.

No-Show (NS): A scheduled passenger who does not appear at the designated pick-up location for vehicle boarding within 5 minutes of on-time vehicle arrival.

OC ACCESS: OC ACCESS service is AUTHORITY's paratransit service that began operating in October 1993. OC ACCESS is a curb-to-curb service, for travel within areas comparable to AUTHORITY's fixed-route services (service area determined by AUTHORITY), for persons who have been certified as ADA eligible.

On-Board Time (travel time): The amount of time a passenger spends on the vehicle from the point of pick-up to the point of drop-off.

On-Time Pickup: A vehicle shall be considered “on-time” if it arrives at the designated pickup location within the designated pick-up window. The pick-up window is expressed as zero (0) to ten (10) minutes after the scheduled pickup time.

Other Mechanical System Failures: Failure of mechanical elements that, because of local agency policy, prevent the revenue vehicle from completing a scheduled revenue trip or from proceeding to the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service. Examples of Other Mechanical System Failures include breakdowns of fareboxes, wheelchair lifts, heating, ventilation, and air conditioning and other problems not included in Major Mechanical System Failure.

Passenger: Any person transported on a revenue service vehicle.

Passenger Miles: A measure of service utilization, which represents the cumulative sum of the distances ridden by each passenger. For example, ten passengers riding in a vehicle for two miles equals 20 passenger miles.

Passenger Trip: A passenger trip (ATTACHMENT 2) is defined as each time an eligible OC ACCESS Same Day Taxi rider boards a vehicle operating in revenue service and is dropped off at their desired location. Personal Care Attendants (PCA) and Companions / Guests do not count as passenger trips.

Polygon: An enclosed area (layer) on the system map within the Trapeze PASS scheduling software that identifies the system and ADA service areas.

Pre-trip Inspection: The driver of a vehicle that is entering revenue service is required to inspect the interior and exterior condition of the vehicle before entering operations. This inspection is to be documented on the DVIR.

Pull Notice Program: Vehicle Operators are required to be enrolled in the DMV Pull Notice Program, which provides automatic notification when a conviction, accident, or other action is posted to a driver’s DMV record.

Reasonable Modification: A reasonable modification for OC ACCESS Same Day Taxi is a modification to the policies, practices, or procedures that is requested by an eligible rider to ensure they can use the service.

Red Tagged: A vehicle that does not meet AUTHORITY’s safety requirements or standards is issued a Red Tag and may not be placed into service until defects are corrected, a form is signed, and repairs are approved by AUTHORITY.

Revenue Service: The time a vehicle is available for passenger transport within the hours of service.

Revenue Vehicle: A vehicle authorized to be used in providing transportation service for passengers.

Revenue Vehicle Hour (RVH): A Revenue Vehicle Hour shall be defined as any sixty (60) minute increment of time or portion thereof, that a vehicle is operating on an emergency assignment (including the time traveling to/from a designated location). Revenue Vehicle Hours, for all services, shall exclude any meal breaks, service breaks, mechanical breakdowns and time a vehicle is down due to an accident.

Revenue Vehicle Mile (RVM): Revenue vehicle odometer reading is taken from the location that the vehicle begins revenue service to the location that the vehicle ends revenue service, excluding mileage incurred during meal breaks, service breaks, and mechanical breakdowns.

Safety Management Systems (SMS): A safety management system (SMS) is a management system designed to manage safety elements in the workplace. It includes policy, plans, procedures, organization, responsibilities and other measures. SMS is a comprehensive, collaborative, proactive, and a data-driven approach to managing safety, thus bringing management and labor together to: better control risk, timely detect and correct safety issues, effectively share and analyze safety data, and precisely measure safety performance.

Trapeze PASS: Scheduling software utilized by AUTHORITY's OC ACCESS and OC ACCESS Same Day Taxi services to process, qualify, schedule and dispatch service requests.

Triangulation: A method used to calculate the distance between two points by drawing straight lines and right angles. This method is most frequently used to give a more accurate calculation of the distance a vehicle will travel than the straight method.

Trip-By-Trip Eligibility: OC ACCESS eligibility status granted to those passengers who can use fixed-route service for some trips but require paratransit service for other trips.

Trip Creation: Shall be defined as the time a rider request a trip, by phone or through Trapeze PASS WEB and it is scheduled.

Unrestricted Eligibility: Unrestricted OC ACCESS eligibility status granted to persons who cannot independently use fixed-route service due to disability.

Violation: In Trapeze PASS, a transgression of, or failure to comply with, a rule of obligation that has been programmed into the system.

Database and Tag Instructions for Found Articles

Using the Lost and Found Inventory Database

Logon to the OCTA Lost and Found Inventory Database

a) Enter the Lost and Found URL into your web browser menu bar.

i) <http://lostandfound/>

b) If requested, enter your username and password.

NOTE: The updated database will attempt to automatically identify and use your network logon information whenever possible.



Database system functions and capabilities are permission based. Depending on your need, you may not have access to all areas of the database system. If there is an area of the system that you need access to but cannot access, please notify the Lost and Found Program Manager at LostAndFound@octa.net.

Database and Tag Instructions for Found Articles

Register a found item into the Lost and Found Database

Select “Found” from the menu options (Left side of the screen)

FOUND (LOCATION INFORMATION)

- a) Enter the found date.
 - i) Date found, Date Entered, and Entered By are pre-populated. If the item was found on a different date, select the correct date from the pop-up calendar.
- b) Enter the Base.
- c) Enter the Operator Badge Number.
 - i) Contracted Maintenance and Service Workers may enter “9999” if no OCTA badge number is assigned.
- d) Enter the Bus Number
- e) Enter the Route Number
- f) Enter any Additional Information related to the found location

The screenshot shows a web form titled "FOUND INFORMATION". It contains several input fields and a "Save" button. The fields are organized as follows:

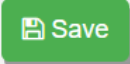
Date Found	Entered Date	Entered By
2/20/2019	2/20/2019	aalvidrez

Base	Badge#
Select Base...	XXXXX...


Bus Number	Route
Bus Number...	Bus route item was found on

Notes

Additional information...



ITEMS FOUND



After entering the found information (Location), enter the items found by adding a sub-record for each article believed to belong to the same customer (see next section).

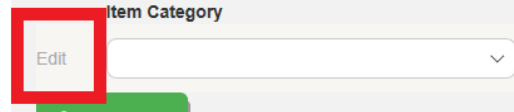
Database and Tag Instructions for Found Articles

ARTICLES FOUND (ITEM INFORMATION)

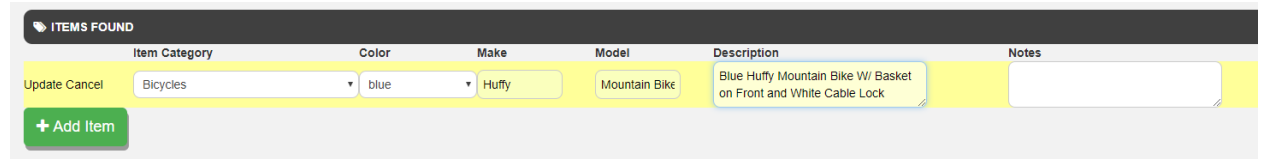
Select “Add Item” to enter an item

Add item(s) to the found record

- i) Select Edit
- ii) Enter the Item Category
- iii) Enter the Item Color
- iv) Enter the Item Make
- v) Enter the Item Model
- vi) Enter a detailed Item Description; including item contents (i.e., backpacks), condition of item, peripherals (i.e., phone case) and customer name (if known).
- vii) Select “Update” (the record must be updated prior to saving)
- viii) Repeat Add Item and Edit/Update Item steps as many times as necessary to document all items found believed to belong to the same customer.



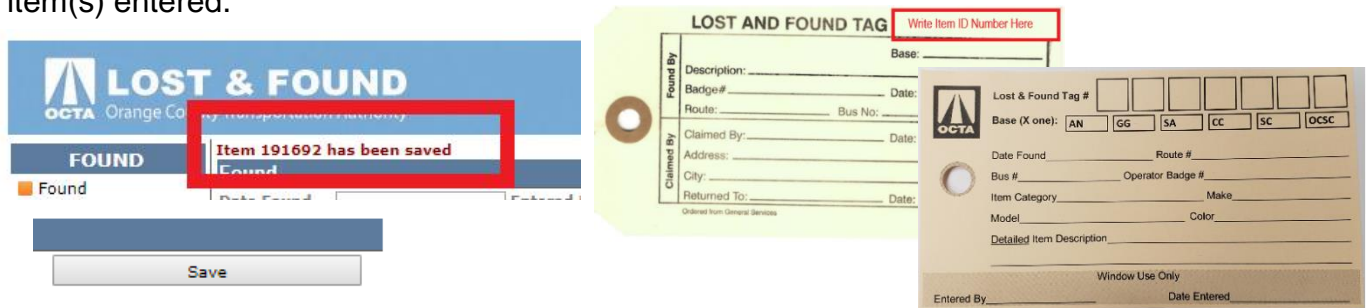
The screenshot shows a section of the 'ITEMS FOUND' form. A red box highlights the 'Edit' button, which is located next to the 'Item Category' dropdown menu.



The screenshot shows the 'ITEMS FOUND' form with the following fields: Item Category (Bicycles), Color (blue), Make (Huffy), Model (Mountain Bike), Description (Blue Huffy Mountain Bike W/ Basket on Front and White Cable Lock), and Notes. The '+ Add Item' button is highlighted with a green box.

- ix) Save the Record

The system will generate a unique Item Found (record) id number for the item(s). Write this number on the top-right corner of the Lost and Found Tag(s) associated with the item(s) entered.



The block contains three images. On the left is a screenshot of the 'LOST & FOUND' system interface showing a message 'Item 191692 has been saved' in a red box. In the center is a physical 'LOST AND FOUND TAG' with fields for Description, Badge #, Date, Route, Bus No., Claimed By, Address, City, and Returned To. On the right is a screenshot of the 'LOST & FOUND' form showing the 'Lost & Found Tag #' field with a red box around it.

Make sure to recheck the FOUND DATE after adding all items and before saving the record (if the found date is not the current date). Sometimes, the found date reverts back to the current date once the item(s) is/are saved. Just change it back to the correct FOUND DATE before saving the record, if necessary.

Database and Tag Instructions for Found Articles

FASTENING TAGS TO ARTICLES

After entering the item into the database and writing the item reference number onto the completed Lost and Found tag, fasten the Lost and Found tag to the found item(s) using a rubber band, tape or safety pin.

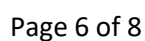
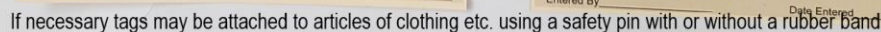
- a) Tags may be fastened to very small items, like an ID Card, earring, single key, etc. by taping the item to the back of the tag or placing the item in an envelope or storage bag.
 - i) If an ID is taped to the back of the tag, please tape with the photo and name facing outward so that it may be easily viewed (not inward facing the tag).
- b) Tags may be fastened to smaller items like cell phones, wallets, water bottles, books, folders, glasses, small purses, etc. by placing a rubber band around the tag and the item.
- c) Tags may be fastened to larger items like backpacks, large purses, bicycles, etc. by looping a rubber band through the punched hole on the tag, then looping the tag around a strap or bicycle handlebars, then back through the rubber band*.
 - i) * When looping a rubber band through the tag or looping the tag through the rubber band (around the item) be careful to pull on the rubber band and not the tag; to prevent tearing the tag. Should you tear the tag, the tag may be taped or stapled to the rubber band.
- d) After fastening the tag to the found item place items into the Lost and Found Transport Bag as follows:
 - i) Smaller items and items of value (cell phones, wallets, keys, rings, watches, etc.) should be placed in the security bag. The locked security bag should then be placed inside the Lost and Found Transport Bag.

Database and Tag Instructions for Found Articles

- ii) Medium-sized items (purses, books, notebooks, water bottles, makeup bags, small backpacks, small lunch bags, etc) should be placed into the Lost and Found Transport Bag.
- iii) Larger items (large backpacks, duffle bags, bowling balls, scooters, skateboards, etc.) may be placed next to (but not stuffed into) the Lost and Found Transport Bag. Stuffing large and/or heavy items into the transport bag may make them more difficult to carry for transport.
- iv) Bicycles should be locked with a cable lock in the designated storage area or locked in a secure storage room as designated by your work site.
- v) Plastic Bags – Lost and Found may provide medium sized plastic bags for Lost and Found use as deemed appropriate. If using a plastic bag, please insert the Lost and Found tag inside the bag facing outward (so it may be read) or tape the tag to the outside of the bag.

Should you have any questions regarding any lost and found policy, practice, or process, or need replacement tags or supplies, please email Lost and Found at lostandfound@octa.net.

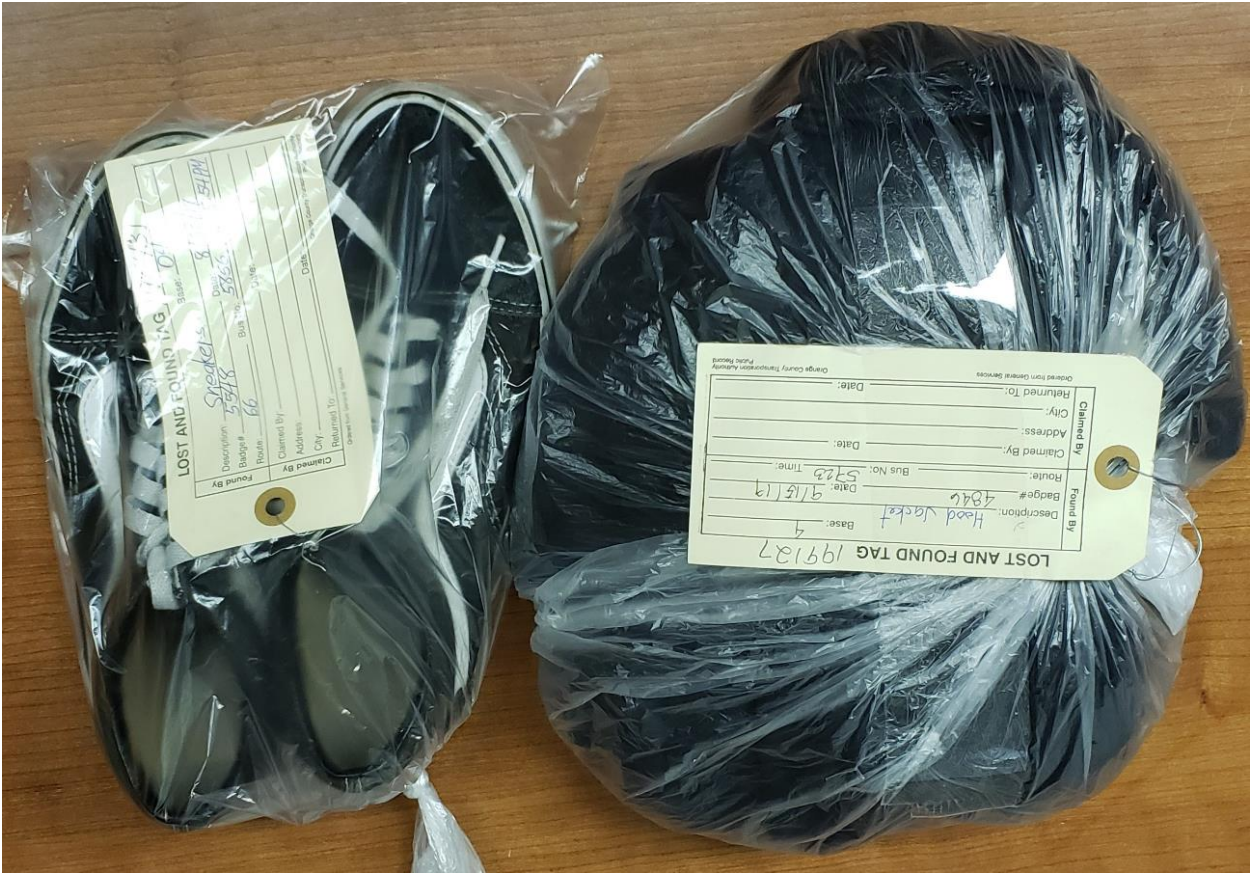
TAG EXAMPLES



Database and Tag Instructions for Found Articles



Database and Tag Instructions for Found Articles



FY24 CPI	2.91%
FY25 CPI	2.51%

Same-Day Taxi Trips

Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	FYTD	Growth
FY2017	9,865	10,409	10,430	10,445	9,938	10,998	10,614	10,249	11,924	11,129	11,603	11,883	129,487	25.48%
FY2018	12,056	13,160	12,859	12,582	11,716	12,083	11,964	11,288	12,458	12,129	12,560	12,558	147,413	13.84%
FY2019	12,198	12,687	11,254	11,464	10,404	10,468	10,922	10,556	12,086	12,672	12,853	11,690	139,254	-5.53%
FY2020	12,895	13,354	12,377	12,619	12,071	12,123	12,251	12,162	9,071	5,015	6,811	6,902	127,651	-8.33%
FY2021	7,044	7,533	8,349	9,920	9,233	9,736	9,136	9,072	10,815	10,894	9,806	7,971	109,509	-14.21%
FY2022	6,105	5,693	6,002	5,794	5,597	5,375	6,116	5,838	5,240	4,586	4,062	4,076	64,484	-41.12%
FY2023	4,116	4,617	4,110	3,535	3,727	4,347	4,431	4,257	5,333	4,668	4,134	4,149	51,424	-20.25%

0-3 Miles

Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	FYTD	Growth
FY2017	5,797	6,034	5,854	5,955	5,534	6,217	6,071	5,846	6,672	6,245	6,529	6,619	73,373	23.57%
FY2018	6,848	7,254	7,049	6,821	6,502	6,820	6,669	6,262	7,036	6,605	6,809	6,807	81,482	11.05%
FY2019	6,666	6,886	6,031	6,043	5,458	5,649	5,885	5,792	6,599	6,836	6,852	6,188	74,885	-8.10%
FY2020	6,930	6,992	6,538	6,502	6,359	6,550	6,386	6,388	4,978	3,037	4,044	4,092	68,796	-8.13%
FY2021	4,245	4,416	4,831	5,614	5,283	5,589	5,400	4,977	5,979	5,960	5,330	4,352	61,976	-9.91%
FY2022	3,259	3,076	3,266	3,140	3,048	3,066	3,402	3,126	2,782	2,388	2,308	2,260	35,121	-43.33%
FY2023	2,240	2,635	2,511	2,134	2,266	2,625	2,639	2,483	3,009	2,634	2,333	2,341	29,849	-15.01%

3-4 Miles

Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	FYTD	Growth
FY2017	1,640	1,687	1,829	1,805	1,666	1,790	1,797	1,768	2,091	1,939	2,104	2,136	22,252	26.09%
FY2018	2,062	2,339	2,266	2,284	2,055	1,997	1,999	1,960	1,987	2,073	2,286	2,304	25,612	15.10%
FY2019	2,130	2,370	2,041	2,042	1,855	1,820	1,734	1,709	1,971	2,021	2,149	2,054	23,896	-6.70%
FY2020	2,230	2,399	2,221	2,336	2,015	2,155	2,143	2,106	1,449	738	1,144	970	21,906	-8.33%
FY2021	986	1,088	1,201	1,443	1,306	1,403	1,215	1,348	1,611	1,612	1,462	1,242	15,917	-27.34%
FY2022	1,006	865	1,046	1,008	858	750	1,023	941	868	770	602	588	10,325	-35.13%
FY2023	613	634	429	431	482	518	551	512	775	678	601	603	6,826	-33.89%

4+ Miles

Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	FYTD	Growth
FY2017	2,428	2,688	2,747	2,685	2,738	2,991	2,746	2,635	3,161	2,945	2,970	3,128	33,862	29.41%
FY2018	3,146	3,567	3,544	3,477	3,159	3,266	3,296	3,066	3,435	3,451	3,465	3,447	40,319	19.07%
FY2019	3,402	3,431	3,182	3,379	3,091	2,999	3,303	3,055	3,516	3,815	3,852	3,448	40,473	0.38%
FY2020	3,735	3,963	3,618	3,781	3,697	3,418	3,722	3,668	2,644	1,240	1,623	1,840	36,949	-8.71%
FY2021	1,813	2,029	2,317	2,863	2,644	2,744	2,521	2,747	3,225	3,322	3,014	2,377	31,616	-14.43%
FY2022	1,840	1,752	1,690	1,646	1,691	1,559	1,691	1,771	1,590	1,428	1,152	1,228	19,038	-39.78%
FY2023	1,263	1,348	1,170	970	979	1,204	1,241	1,262	1,549	1,356	1,201	1,205	14,748	-22.53%

Wheelchair Trips

Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	FYTD	WH/RT
FY2017	50	51	30	11	39	32	43	88	61	72	84	167	728	0.56%
FY2018	222	372	444	512	526	474	581	459	499	594	510	595	5,788	3.93%
FY2019	554	659	707	764	696	718	784	839	1,059	1,027	1,068	1,044	9,919	7.12%
FY2020	1,247	1,356	1,164	1,178	1,132	1,211	1,092	1,034	838	428	736	647	12,063	9.45%
FY2021	607	744	870	1,100	987	1,167	1,262	1,201	1,378	1,294	1,266	1,102	12,978	11.85%
FY2022	831	798	904	956	1,083	984	1,213	1,077	1,047	1,093	1,036	978	12,000	18.61%
FY2023	1,161	1,118	1,126	1,252	1,577	1,711	1,870	1,656	1,411	1,235	1,094	1,098	16,310	31.72%

No Show Trips

Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	FYTD	NS/RT
FY2017	220	183	232	264	287	270	202	271	249	239	226	233	2,876	2.22%
FY2018	185	200	227	207	265	270	249	295	294	269	279	279	3,019	2.05%
FY2019	315	352	371	391	319	347	295	272	306	283	331	278	3,860	2.77%
FY2020	296	334	266	237	278	326	271	238	169	53	122	149	2,739	2.15%
FY2021	125	156	143	139	117	119	126	75	183	222	182	185	1,772	1.62%
FY2022	186	169	185	188	176	179	177	180	196	177	153	180	2,146	3.33%
FY2023	159	171	165	114	190	166	164	153	199	180	156	183	2,001	3.89%

*Based on actuals through February 2023



Orange County Transportation Authority

Same-Day Taxi Forecast

OCTA Fiscal Year 2024 and 2025

FY2024 Estimates

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	FY2024
0-3 mi	2,803	2,645	2,809	2,700	2,621	2,637	2,926	2,688	2,393	2,054	1,985	1,944	30,205
3-4 mi	865	744	900	867	738	645	880	809	746	662	518	506	8,880
4+ mi	1,582	1,507	1,453	1,416	1,454	1,341	1,454	1,523	1,367	1,228	991	1,056	16,373
Total Trips	5,250	4,896	5,162	4,983	4,814	4,623	5,260	5,021	4,507	3,944	3,493	3,505	55,458
Trip Cost	\$ 57,437.23	\$ 53,496.02	\$ 56,158.21	\$ 54,264.92	\$ 52,490.61	\$ 52,887.67	\$ 60,342.70	\$ 58,152.57	\$ 52,268.31	\$ 45,929.35	\$ 39,964.67	\$ 40,356.89	\$ 623,749.15
Wheelchair Trip	1,481	1,186	1,415	1,765	2,037	1,820	1,393	1,329	1,193	1,044	925	928	16,516
Wheelchair Cost	\$ 15,387.59	\$ 12,322.54	\$ 14,701.85	\$ 18,338.35	\$ 21,164.43	\$ 33,460.46	\$ 25,610.12	\$ 24,433.49	\$ 21,933.15	\$ 19,193.80	\$ 17,006.00	\$ 17,061.16	\$ 240,612.93
No Show Trips	160	146	160	162	152	154	153	155	169	153	132	155	1,851
No Show Cost	\$ 2,777.60	\$ 2,534.56	\$ 2,777.60	\$ 2,812.32	\$ 2,638.72	\$ 1,694.52	\$ 1,683.52	\$ 1,705.52	\$ 1,859.57	\$ 1,683.52	\$ 1,452.45	\$ 1,705.52	\$ 25,325.43
Total Cost	\$ 75,602.42	\$ 68,353.12	\$ 73,637.66	\$ 75,415.59	\$ 76,293.76	\$ 88,042.64	\$ 87,636.34	\$ 84,291.58	\$ 76,061.02	\$ 66,806.67	\$ 58,423.12	\$ 59,123.57	\$ 889,687.51

FY2025 Estimates

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	FY2025
0-3 mi	2,831	2,672	2,837	2,728	2,648	2,663	2,955	2,716	2,417	2,074	2,005	1,963	30,510
3-4 mi	874	751	909	876	745	652	889	817	754	669	523	511	8,969
4+ mi	1,598	1,522	1,468	1,430	1,469	1,354	1,469	1,538	1,381	1,241	1,001	1,067	16,538
Total Trips	5,303	4,946	5,214	5,033	4,862	4,669	5,313	5,072	4,552	3,984	3,529	3,541	56,018
Trip Cost	\$ 61,442.47	\$ 57,226.43	\$ 61,584.50	\$ 59,508.27	\$ 57,562.51	\$ 54,764.83	\$ 62,484.48	\$ 60,216.61	\$ 54,123.49	\$ 47,559.55	\$ 41,383.15	\$ 41,789.30	\$ 659,645.60
Wheelchair Trip	1,496	1,198	1,428	1,783	2,057	1,838	1,406	1,342	1,205	1,054	934	937	16,678
Wheelchair Cost	\$ 27,502.82	\$ 22,016.99	\$ 26,922.19	\$ 33,597.83	\$ 38,774.43	\$ 34,638.30	\$ 26,500.65	\$ 25,296.08	\$ 22,704.94	\$ 19,871.15	\$ 17,600.66	\$ 17,661.32	\$ 313,087.36
No Show Trips	162	147	161	163	153	155	154	156	170	154	133	156	1,864
No Show Cost	\$ 1,777.93	\$ 1,615.43	\$ 1,812.82	\$ 1,842.22	\$ 1,724.63	\$ 1,754.03	\$ 1,734.43	\$ 1,763.83	\$ 1,920.61	\$ 1,734.43	\$ 1,499.25	\$ 1,763.83	\$ 20,943.44
Total Cost	\$ 90,723.22	\$ 80,858.84	\$ 90,319.51	\$ 94,948.31	\$ 98,061.57	\$ 91,157.17	\$ 90,719.56	\$ 87,276.51	\$ 78,749.04	\$ 69,165.13	\$ 60,483.07	\$ 61,214.45	\$ 993,676.39

Total Estimate for 2 Years

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
0-3 mi	5,634	5,318	5,646	5,428	5,269	5,300	5,881	5,404	4,809	4,128	3,990	3,907	60,715
3-4 mi	1,739	1,495	1,808	1,743	1,483	1,297	1,768	1,627	1,501	1,331	1,041	1,016	17,849
4+ mi	3,181	3,029	2,922	2,845	2,923	2,695	2,923	3,062	2,749	2,469	1,991	2,123	32,912
Total Trips	10,554	9,842	10,376	10,016	9,676	9,292	10,573	10,092	9,059	7,928	7,022	7,046	111,476
Trip Cost	\$ 118,879.70	\$ 110,722.45	\$ 117,742.70	\$ 113,773.19	\$ 110,053.12	\$ 107,652.50	\$ 122,827.18	\$ 118,369.18	\$ 106,391.80	\$ 93,488.90	\$ 81,347.82	\$ 82,146.19	\$ 1,283,394.74
Wheelchair Trip	2,977	2,384	2,843	3,548	4,094	3,658	2,799	2,671	2,398	2,098	1,859	1,865	33,194
Wheelchair Cost	\$ 42,890.41	\$ 34,339.53	\$ 41,624.04	\$ 51,936.18	\$ 59,938.86	\$ 68,098.76	\$ 52,110.77	\$ 49,729.56	\$ 44,638.09	\$ 39,064.96	\$ 34,606.66	\$ 34,722.48	\$ 553,700.29
No Show Trips	322	293	321	325	305	309	307	311	339	307	265	311	3,715
No Show Cost	\$ 4,555.53	\$ 4,149.99	\$ 4,590.42	\$ 4,654.54	\$ 4,363.35	\$ 3,448.55	\$ 3,417.95	\$ 3,469.35	\$ 3,780.18	\$ 3,417.95	\$ 2,951.70	\$ 3,469.35	\$ 46,268.86
Total Cost	\$ 166,325.64	\$ 149,211.97	\$ 163,957.16	\$ 170,363.90	\$ 174,355.33	\$ 179,199.81	\$ 178,355.90	\$ 171,568.10	\$ 154,810.07	\$ 135,971.81	\$ 118,906.18	\$ 120,338.02	\$ 1,883,363.89

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

OC ACCESS Same Day Taxi Service

Enter below the proposed rates for the services described in the Scope of Work, Exhibit A. Rates shall include direct costs, indirect costs, profits. The Authority's intention is to award a time and expense contract with firm-fixed unit rates. Based on the data in Attachment 2, provide cost based on a single trip subsidy. The pricing must not include the rider's fare of \$3.60 and will be evaluated based on all categories below.

Cost Category	Initial Term Year 1 12/1/2023-11/30/2024	Initial Term Year 2 12/1/2024-11/30/2025	Option Term Year 1 12/1/2025-11/30/2026	Option Term Year 2 12/1/2026-11/30/2027
0 to 3 Miles				
3.01 to 4 Miles				
4.01 Miles and Above				
Wheelchair Up Charge				
No Show/Cancel at Door				

1. I acknowledge receipt of **RFP 3-2396** and Addenda No.(s)_____.
2. This offer shall remain firm for _____ days from the date of proposal.
(Minimum of 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

1. I acknowledge receipt of RFP 3-2396 and Addenda No.(s)_____.
2. This offer shall remain firm for _____ days from the date of proposal.
(Minimum of 120)

COMPANY NAME

ADDRESS

TELEPHONE

FACSIMILE #

EMAIL ADDRESS

SIGNATURE OF PERSON

AUTHORIZED TO BIND OFFEROR

NAME AND TITLE OF PERSON

AUTHORIZED TO BIND OFFEROR

DATE SIGNED

EXHIBIT C: PROPOSED AGREEMENT

1 **PROPOSED AGREEMENT NO. C-3-2396**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 _____
6 **THIS AGREEMENT** is effective this _____ day of _____, 2023
7 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street,
8 P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California
9 (hereinafter referred to as "AUTHORITY"), and , , , (hereinafter referred to as "CONTRACTOR").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONTRACTOR to manage and operate the
12 OC ACCESS same day taxi service; and

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

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

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

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

19 **ARTICLE 1. COMPLETE AGREEMENT**

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

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

EXHIBIT C

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

6 **ARTICLE 2. AUTHORITY DESIGNEE**

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

9 **ARTICLE 3. SCOPE OF WORK**

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

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

16 **Names**

Functions

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

EXHIBIT C

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

ARTICLE 4. TERM OF AGREEMENT

5 A. This Agreement shall commence on December 1, 2023 and shall continue in full force and
6 effect through November 30, 2025, unless earlier terminated or extended as provided in this Agreement.

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

12 C. AUTHORITY's election to extend this Agreement beyond the Initial Term shall not diminish its
13 rights to terminate the Agreement for AUTHORITY's convenience or CONTRACTOR's default as
14 provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be
15 the period extending from December 1, 2023 through November 30, 2027, which period encompasses
16 the Initial Term and Option Term.

ARTICLE 5. PAYMENT

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

21 B. For each approved trip provided by CONTRACTOR during the billing period based on the
22 verification of a monthly invoice, AUTHORITY shall reimburse CONTRACTOR with a on a single trip
23 subsidy rate per the following rate schedule:

24 /

25 /

26 /

EXHIBIT C

<u>Contract Term</u>	<u>0 to 3 miles</u>	<u>3.01 to 4 miles</u>	<u>4.01 to 5 miles</u>
Initial Year 1: (12/1/23-11/30/24)	\$ _____	\$ _____	\$ _____
Wheelchair Up Charge: \$ _____/trip			
No Show/Cancel at Door: \$ _____/trip			
<u>0 to 3 miles</u>	<u>3.01 to 4 miles</u>	<u>4.01 to 5 miles</u>	
Initial Year 2: (12/1/24-11/30/25)	\$ _____	\$ _____	\$ _____
Wheelchair Up Charge: \$ _____/trip			
No Show/Cancel at Door: \$ _____/trip			
<u>Option Term</u>	<u>0 to 3 miles</u>	<u>3.01 to 4 miles</u>	<u>4.01 to 5 miles</u>
Year 1: (12/1/25-11/30/26)	\$ _____	\$ _____	\$ _____
Wheelchair Up Charge: \$ _____/trip			
No Show/Cancel at Door: \$ _____/tripe			
<u>0 to 3 miles</u>	<u>3.01 to 4 miles</u>	<u>4.01 to 5 miles</u>	
Year 2: (12/1/26-11/30/27)	\$ _____	\$ _____	\$ _____
Wheelchair Up Charge: \$ _____/trip			
No Show/Cancel at Door: \$ _____/trip			

C. CONTRACTOR shall be reimbursed for only those trips which are scheduled and approved by the AUTHORITY.

D. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONTRACTOR. Work completed shall be documented in a monthly progress report prepared by CONTRACTOR, which shall accompany each invoice submitted by CONTRACTOR. CONTRACTOR shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full payment for any item listed in paragraph D of this Article until such time as CONTRACTOR has documented to AUTHORITY's satisfaction that CONTRACTOR has fully completed all work required under the task. AUTHORITY's payment in full shall constitute AUTHORITY's final acceptance of

1 CONTRACTOR's work.

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

- 8 1. Agreement No. C-3-2396;
- 9 2. Specify work for which the payment is being requested;
- 10 3. The time period covered by the invoice;
- 11 4. Total monthly invoice (including project-to-date cumulative invoice amount);
- 12 5. Monthly Progress Report;
- 13 6. Certification signed by the CONTRACTOR or his/her designated alternate that a)
14 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
15 information included with the invoice is true, complete and correct in all material respects; c) All payments
16 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
17 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
18 invoice does not include any amount which CONTRACTOR intends to withhold or retain from a
19 subcontractor or supplier unless so identified on the invoice.
- 20 7. Any other information as agreed or requested by AUTHORITY to substantiate the
21 validity of an invoice.

22 **ARTICLE 6. MAXIMUM OBLIGATION**

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

termination of, this Agreement.

ARTICLE 7. NOTICES

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

To CONTRACTOR:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Sue Ding

Title:

Title: Sr. Contract Administrator

Phone:

Phone: (714) 560 - 5631

Email:

Email: sd Ding@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

A. CONTRACTOR's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONTRACTOR's personnel performing services under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of AUTHORITY. CONTRACTOR 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.

B. Should CONTRACTOR's personnel or a state or federal agency allege claims against AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or allegations involving any other independent contractor misclassification issues, CONTRACTOR shall

defend and indemnify AUTHORITY in relation to any allegations made.

ARTICLE 9. INSURANCE

A. CONTRACTOR shall procure and maintain insurance coverage in full force and effect during the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONTRACTOR 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 per occurrence, \$2,000,000 general aggregate and \$2,000,000 Products/Completed Operations aggregate;

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

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

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

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

C. CONTRACTOR shall include on the face of the certificate of insurance the Agreement Number C-3-2396 and, the Senior Contract Administrator's Name, Sue Ding.

D. CONTRACTOR shall also include in each subcontract, the stipulation that subcontractors

EXHIBIT C

1 shall maintain insurance coverage in the amounts required of CONTRACTOR as provided in the
2 Agreement. Subcontractors will be required to include AUTHORITY as additional insureds on the
3 Commercial General Liability, and Auto Liability insurance policies.

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

6 **ARTICLE 10. ORDER OF PRECEDENCE**

7 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
8 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 3-2396;
9 (3) CONTRACTOR's proposal dated _____; (4) all other documents, if any, cited herein or
10 incorporated by reference.

11 **ARTICLE 11. CHANGES**

12 By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
13 make changes in the general scope of this Agreement, including, but not limited to, the services furnished
14 to AUTHORITY by CONTRACTOR as described in the Scope of Work. If any such work suspension or
15 change causes an increase or decrease in the price of this Agreement, or in the time required for its
16 performance, CONTRACTOR shall promptly notify AUTHORITY thereof and assert its claim for
17 adjustment within ten (10) calendar days after the change or work suspension is ordered, and an
18 equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR
19 from proceeding immediately with the Agreement as changed.

20 **ARTICLE 12. DISPUTES**

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

1 B. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with
2 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
3 CAMM. Nothing in this Agreement, however, shall be construed as making final the decision of any
4 AUTHORITY official or representative on a question of law, which questions shall be settled in
5 accordance with the laws of the State of California.

6 **ARTICLE 13. TERMINATION**

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

12 B. In the event either Party defaults in the performance of any of their obligations under this
13 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the
14 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon
15 receipt of such notice, CONTRACTOR shall immediately cease work, unless the notice from
16 AUTHORITY provides otherwise. Upon receipt of the notice from AUTHORITY, CONTRACTOR shall
17 submit an invoice for work and/or services performed prior to the date of termination. AUTHORITY shall
18 pay CONTRACTOR for work and/or services satisfactorily provided to the date of termination in
19 compliance with this Agreement. Thereafter, CONTRACTOR shall have no further claims against
20 AUTHORITY under this Agreement. AUTHORITY shall not be liable for any claim of lost profits or
21 damages for such termination.

22 **ARTICLE 14. INDEMNIFICATION**

23 CONTRACTOR shall indemnify, defend, and hold harmless AUTHORITY, its officers, directors,
24 employees and agents from and against any and all claims (including attorneys' fees and reasonable
25 expenses for litigation or settlement) for any loss, costs, penalties, fines, damages, bodily injuries,
26 including death, damage to or loss of use of property, arising out of, resulting from, or in connection with

EXHIBIT C

1 the performance of CONTRACTOR, its officers, directors, employees, agents, subcontractors or
2 suppliers under the Agreement. Notwithstanding the foregoing, such obligation to defend, hold harmless,
3 and indemnify AUTHORITY, its officers, directors, employees and agents shall not apply to such claims
4 or liabilities arising from the sole or active negligence or willful misconduct of AUTHORITY.

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

5
6 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
7 CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be
8 subcontracted by CONTRACTOR, without the prior written consent of AUTHORITY. Consent by
9 AUTHORITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all
10 terms and conditions of this Agreement.

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

17 **Subcontractor Name/Addresses**

Subcontractor Function

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

21
22 CONTRACTOR shall provide AUTHORITY, or other agents of AUTHORITY, such access to
23 CONTRACTOR's accounting books, records, payroll documents and facilities, as AUTHORITY deems
24 necessary. CONTRACTOR shall maintain such books, records, data and documents in accordance
25 with generally accepted accounting principles and shall clearly identify and make such items readily
26 accessible to such parties during CONTRACTOR's performance hereunder and for a period of four

(4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 15 of this Agreement. CONTRACTOR shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 17. CONFLICT OF INTEREST

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

B. If the AUTHORITY determines that CONTRACTOR, its employees, or subcontractors are subject to disclosure requirements under the Political Reform Act (Government Code section 81000 et seq.), CONTRACTOR and its required employees and subcontractors shall complete and file Statements of Economic Interest (Form 700) with the AUTHORITY's Clerk of the Board disclosing all required financial interests.

ARTICLE 18. CODE OF CONDUCT

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

ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES

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

representation may result in termination of this Agreement.

ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 22. PROHIBITED INTERESTS

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

ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS

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

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

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

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

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

26 B. CONTRACTOR shall have sole control of the defense of any such claim or suit and all

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

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

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

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

24 **ARTICLE 26. FORCE MAJEURE**

25 Either party shall be excused from performing its obligations under this Agreement during the time
26 and to the extent that it is prevented from performing by an unforeseeable cause beyond its control,

EXHIBIT C

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

ARTICLE 27. HEALTH AND SAFETY REQUIREMENT

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-3-2396 to be executed as of the date of the last signature below.

CONTRACTOR

By: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

Darrell E. Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By: _____

James M. Donich
General Counsel

APPROVED:

By: _____

Jonny Dunning, Jr.
Chief Operating Officer,
Operations

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

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

Name

Signature

Title

Date

EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

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

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

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

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

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

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Gene Hernandez, Chairman
Tam Nguyen, Vice Chairman
Doug Chaffee, Director
Jose Diaz, Director
Andrew Do, Director
Jon Dumitru, Director
Jamey Federico, Director
Katrina Foley, Director
Brian Goodell, Director
Patrick Harper, Director
Michael Hennessey, Director
Steve Jones, Director
Fred Jung, Director
Farrah N. Khan, Director
Jessie Lopez, Director
Vicente Sarmiento, Director
Donald P. Wagner, Director

EXHIBIT F: HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

1.2 REGULATORY

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

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

C. Heat Illness Prevention Program

Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

D. Hazard Communication Program

Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

E. Storm Water Pollution Prevention Plan

The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A.** The Authority shall be promptly notified of any of the following types of incidents including but not limited to:

1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.

- B.** Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

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

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

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

1.5 PERSONAL PROTECTIVE EQUIPMENT

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

1.6 REFERENCES

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

END OF SECTION

EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror:_____

RFP No.:_____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

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

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

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:
