

**REQUEST FOR PROPOSALS (RFP) 3-2799**

**HAZARDOUS WASTE  
TRANSPORTATION AND DISPOSAL,  
EMERGENCY RESPONSE &  
RELATED SERVICES**



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

**Key RFP Dates**

<b>Issue Date:</b>	<b>August 31, 2023</b>
<b>Question Submittal Date:</b>	<b>September 11, 2023</b>
<b>Proposal Submittal Date:</b>	<b>September 20, 2023</b>
<b>Interview Date:</b>	<b>October 16, 2023</b>

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August 31, 2023

**NOTICE OF REQUEST FOR PROPOSALS**

**RFP 3-2799: "HAZARDOUS WASTE TRANSPORTATION AND DISPOSAL, EMERGENCY RESPONSE & RELATED SERVICES"**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites proposals from qualified firms to provide Hazardous Waste Transportation and Disposal, Emergency Response & Related Services. The budget for this project is \$240,000 for a two(2)-year term.

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

**Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of 2:00 p.m. on September 20, 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 3-2799**" 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 3-2799, 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:

Security, Safety and Health  
Services

Commodity:

Biohazard Waste Disposal  
Services

The Authority has established October 16, 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. EXAMINATION OF PROPOSAL DOCUMENTS**

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

### **B. ADDENDA**

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

### **C. AUTHORITY CONTACT**

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

Monique Touch, Sr. Contracts Administrator  
Contracts Administration and Materials Management Department  
Phone: 714.560. 5083, Fax: 888.404.6282  
Email: mtouch@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no offeror, subcontractor, lobbyist or agent hired by the offeror shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or 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 (email) or formal written communication. Any offeror, subcontractor, lobbyist or agent hired by the offeror that engages in such prohibited communications may result in disqualification of the offeror at the sole discretion of the Authority.

## D. CLARIFICATIONS

### 1. Examination of Documents

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

### 2. Submitting Requests

- a. All questions, must be put in writing and received via email at [mtouch@octa.net](mailto:mtouch@octa.net) no later than 4:00 p.m., on September 11, 2023.
- b. Requests for clarifications, questions, and comments must be clearly labeled, "Written Questions RFP 3-2799", in the subject line of the email. 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 September 13, 2023. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

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

Category:

Security, Safety and Health  
Services

Commodity:

Biohazard Waste Disposal  
Services

Inquiries received after 4:00 p.m. on September 11, 2023 will not be responded to.

## E. 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 September 20, 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 3-2799**” 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.

**F. PRE-CONTRACTUAL EXPENSES**

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

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



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

**G. JOINT OFFERS**

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

**H. TAXES**

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

**I. PROTEST PROCEDURES**

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

**J. CONTRACT TYPE**

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a time-and-expense contract with fully burdened labor rates and anticipated expenses for work specified in the scope of work, included in the RFP as Exhibit A. The Agreement will have a two (2)-year term.

**K. CONFLICT OF INTEREST**

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

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

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

**L. CODE OF CONDUCT**

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

**M. 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 contractors be liable to Offeror for the disclosure of any materials or information submitted in response to the RFP or by failing to notify 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.

**N. STATEMENT OF ECONOMIC INTERESTS**

The awarded Offeror (including designated employees and subcontractors) 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 thirty (30) days after the execution of the Agreement, annually thereafter for the duration of the Agreement, and within thirty (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, double-spaced, and submitted in 8 1/2" x 11" format. Charts and schedules may be included in 11" x 17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

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

The Letter of Transmittal shall be addressed to Monique Touch, Sr. Contracts Administrator and must, at a minimum, contain the following:

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

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

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

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the

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

Offeror to:

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

**b. Proposed Staffing and Project Organization**

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

Offeror to:

- (1) Identify key personnel proposed to perform the work and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (4) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

**c. Work Plan**

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

Offeror to:

- (1) Describe the approach to completing the work specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the work and specify who would perform them.
- (3) Identify methods that Offeror will use to ensure quality control, as well as budget and schedule control for the project.
- (4) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (5) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not

materially deviate from the objectives or required content of the project.

**d. Exceptions/Deviations**

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form (Exhibit F) 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 (Exhibit F) or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

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



#### **4. Cost and Price Proposal**

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

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B) and furnish any narrative required to explain the prices quoted in the schedules.

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a time and expense contract with fully-burdened labor rates and anticipated expenses for work specified in the 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. 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 Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

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

#### **2. Proposal Exceptions and/or Deviations Form**

Offerors shall complete the form entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submit it as part of the original

proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

**SECTION III: EVALUATION AND AWARD**

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

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

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

- 1. Qualifications of the Firm 25%**  
  
 Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience, and technical competence of subcontractors; assessment by client references.
- 2. Staffing and Project Organization 20%**  
  
 Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
- 3. Work Plan 30%**  
  
 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Cost and Price 25%**  
  
 Reasonableness of the fully-burdened rates as well as the individual tasks; 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 October 16, 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 Authority's management the Offeror whose proposal is most advantageous to the Authority.

**C. AWARD**

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

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

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

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

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

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

**EXHIBIT A: SCOPE OF WORK**

**SCOPE OF WORK**

**HAZARDOUS WASTE TRANSPORTATION AND DISPOSAL, EMERGENCY  
RESPONSE & RELATED SERVICES**

**Part 1 - General Requirements**

- 1.01 Contractor shall provide transportation and reclaim or recycling services for hazardous waste generated by the Orange County Transportation Authority (OCTA) on an as-required basis with no guaranteed usage.
- 1.02 Contractor shall furnish all labor, equipment, permitted vehicles, personnel and facilities to sort, perform analysis as needed, package, label, and identify the OCTA's hazardous waste to the satisfaction of the California Department of Toxic Substances Control (DTSC), Health & Safety Code, Chapter 6.5, Department of Transportation (DOT), Title 49 Code of Federal Regulations (CFR), Occupational Safety and Health Administration (OSHA) Part 1910.120 and other applicable federal, state, and local codes or regulations.
- 1.03 Contractor shall provide personnel who are trained in safe and proper handling of hazardous waste, and qualified to do emergency response and clean-up of spills or discharges containing hazardous materials or hazardous waste. The Contractor warrants that all persons employed by them have satisfactory training in CAL/OSHA Hazardous Material Emergency Response Title 8 requirements.
- 1.04 Contractor shall provide safe and healthy working conditions, appropriate protective clothing, which at all times complies with OSHA, federal, state and local laws, regulations and restrictions, including securing licenses and permits, regarding the appropriate containerization, transport and disposal of hazardous waste.
- 1.05 All vehicles used in the transporting of the OCTA's hazardous waste must be licensed for the purpose of transporting hazardous waste and meet all applicable regulations under the DOT, California Motor Vehicle Code, CAL/OSHA and all other applicable regulations required for use on highways.
- 1.06 Contractor shall provide routine service to pickup and transport hazardous waste within seventy-two (72) hours of notification. Removal shall be completed Monday through Friday, between the hours of 7:00 a.m. and 3:30 p.m. The work shall be scheduled and accomplished in a manner that minimizes dust, debris and unnecessary interference with the existing operations in the area of work.
- 1.07 The Contractor shall provide all necessary materials required for proper separation, containerization, handling, storage, transportation and disposal of materials collected.

- 1.08 The removal or cleanup of hazardous materials or hazardous waste may require entry into confined spaces and use of lockout/tagout processes as defined and regulated in CAL/OSHA Title 8, Chapter 4 regulations. Some of the clarifiers may require entry to pump. Contractor shall be prepared to provide and use their own equipment.
- 1.09 Contractor shall furnish, upon request, forms and information for special waste disposal requirements.
- 1.10 All subcontractors shall be approved in writing by the prior to performing any services. It is the responsibility of the Contractor to assure that its subcontractor has all the necessary licenses, pertinent equipment and properly trained personnel to execute the required services and that all environmental and safety regulations are met.

**Part 2 – Facilities:**

1.	Garden Grove Location	11790 Cardinal Circle Garden Grove, CA 92642
2.	Anaheim Location	1717 E. Via Burton Way Anaheim, CA 92805
3.	Santa Ana Location	4301 W. MacArthur Boulevard Santa Ana, CA 92704
4.	Irvine Location I	14736 Sand Canyon Avenue Irvine, CA 92714
5.	Irvine Location II	16281 Construction Circle West Irvine, CA 92606
6.	Orange Office	600 South Main Street Orange, CA 92868

**Part 3 – Description of Waste Streams**

**3.01 Clarifier Waste:**

Contractor shall provide a 5,000-gallon vacuum truck with operator to pump or otherwise collect, clean out, transport, and dispose/recycle of wastewater, sludge and/ sediments from within clarifiers and bus wash reclaim water tanks at the OCTA's facilities specified below. Solids content of the clarifier waste has typically been under 30%. When required, clean outs may include entry into underground clarifier tanks, which are defined by CAL/OSHA as confined spaces, in order to properly clean the clarifier tanks. Confined space entry is estimated at 60 hours per year. Additional water may be added to tanks as necessary to facilitate removal of all sediment. Washouts will be required almost every time clarifiers are emptied. Pick-up and disposal shall be performed at a minimum of once per



**RFP 3-2799**  
**EXHIBIT A**

quarter, in the first week of January, April, July and October, or upon request. This waste stream from our clarifiers typically leaves OCTA's facilities as non-hazardous waste liquids.

The clarifiers are three (3) stages (three compartments) varying in capacity from 750 gallons to 4,500 gallons. Their depths are approximately 18 feet below grade at the Irvine facility; 15 feet at the Garden Grove facility; 9 feet at the Anaheim facility and 11 feet at the Santa Ana facility. Contractors performing work in confined spaces must have all the appropriate and up-to-date Federal and CAL/OSHA safety training.

<b>Location</b>	<b>Clarifier/Reclaim Area</b>	<b>Capacity</b>	<b>Confined Space Entry</b>
Garden Grove	Main	4500 Gallons	Yes
	Steam Rack	1500 Gallons	No
	Reclaim	5000 Gallons	Yes
Anaheim Location	Steam Rack	1500 Gallons	Yes
	Reclaim	3000 Gallons	Yes
	Maintenance Building	750 Gallons	No
	Fuel Island Building	750 Gallons	No
	Brake Check Building	750 Gallons	No
Santa Ana Location	Main	4000 Gallons	Yes
	Steam Rack	1500 Gallons	No
	Rebuild Building	1500 Gallons	No
	Reclaim	1000 Gallons	No
Irvine Location I	Main	4500 Gallons	No
	Reclaim	3000 Gallons	No
	Steam Rack	1000 Gallons	No
Irvine Location II	Reclaim	750 Gallons	No

Bulk liquid, wastewater and sludge shall be transported in a DOT-approved transportation vehicle. Each vehicle shall be scale-weighted at a certified scale for tare weight at a scale as close as possible to the pick-up point and re-weighted at the same scale for gross weight after loading. The differential shall be the billing weight for ton charge. (Contractor shall propose treatment and/ disposal options for clarifier waste stream for OCTA approval prior to performing work). Contract shall propose clean out schedule/work plan quarterly to Project Manager for approval.

**3.02 Non-Resource Conservation and Recovery Act (non-RCRA) Hazardous Waste Solids**

As needed, the Contractor shall provide the required transportation and personnel to transport the OCTA's non-RCRA hazardous waste solids to an authorized disposal facility. Non-RCRA hazardous waste solids generated by OCTA have

typically been oily debris (i.e., spent absorbent, paper filters) and used coolant filters.

At each OCTA Location, the hazardous waste is packaged in DOT-approved 55-gallon drums awaiting disposal. The Contractor shall provide DOT-approved 55-gallon drums as needed to replace picked-up drums. Contractor shall provide hazardous waste labels as needed as required by the DTSC.

#### **Part 4 – Special Waste**

Contractor shall provide the required transportation and personnel to transport special waste generated by the OCTA as needed.

Special waste is hazardous waste not regularly generated by the OCTA's activities. Examples include, but are not limited to, contaminated soil from road cleanups, lab packed various waste paints, inks, developers, and expired or out of date products. The Contractor shall provide the required analytical tests to determine recycling and/disposal options for special waste on an as-needed basis.

#### **Part 5 – Disposal Requirements**

All hazardous and non-hazardous waste shall be disposed of in a legal manner in accordance with local, State, and Federal regulations. The Contractor shall visit each disposal site on a regular basis to assure proper handling of waste, safety, and compliance with all applicable federal, state and local regulatory requirements. Examples of past disposal facilities utilized by OCTA include the following: K-Pure Waterworks, Southwest Processors, US Ecology, YES Management, Environmental Waste Solutions, and Veolia. Waste profiles shall be prepared for all hazardous and non-hazardous waste by Contractor.

All hazardous and non-hazardous waste shall be disposed of in the following manner:

- Utilize authorized recycling facilities for acceptable materials where possible. Recycling or reclaiming is preferred to other means of disposal.
- Treatment and incineration are secondary choices for disposal.
- Only with prior approval from the OCTA's Project Manager shall any waste be considered for landfill.

Contractor must be aware of current costs and analytical requirements for disposal of hazardous waste at approved EPA-permitted disposal facilities and upon request, provide more than one disposal site cost estimate, which shall include all costs including transportation.

Upon award, Contractor shall provide a list to OCTA of proposed permitted disposal and/ recycling facilities with the facility name, complete address, contact, and contact number for the OCTA's approval prior to commencing work. Facilities not on the proposed list shall only be used with prior approval from the OCTA's Project Manager. OCTA will review proposed list and approve on a case-by-case basis.

#### **Part 6 – Uniform Hazardous Waste Manifests & Related Documents**

Contractor shall be responsible for initiating all uniform hazardous waste manifests and documents related to the transportation of hazardous and non-hazardous waste (i.e., pick-up receipts, bills of lading, etc). Contractor shall provide the OCTA with pertinent documents as required by all local, state and federal regulations. Copies shall be provided to the OCTA upon request. Contractor shall verify quantities, where disposal was completed and how disposal was completed to the satisfaction of the OCTA and all local, state and federal regulations. A quarterly report summarizing quantities removed at each location shall be submitted to the Project Manager via email.

#### **Part 7 – Emergency Response**

Contractor shall provide Emergency Response Team and equipment upon request, in the event of an unauthorized release of hazardous waste and/or materials on or off OCTA property. Contractor must respond immediately upon request, 24 hours a day, and 365 days a year. Examples of previous emergency response have been biohazard trauma clean up, illegal dumping and off-site hazardous materials spill.

In the event of an unauthorized release, Contractor shall provide Project Manager with a copy of their Emergency Response Plan, including names and contact phone numbers, personnel training information and clean-up procedures to be followed.

#### **Part 8- Stormwater Sampling Kits and Analysis**

Contractor shall deliver stormwater sampling kits at each of the OCTA facilities to the Facility Maintenance personnel as requested. Typically, half of the kits will be delivered between July and August and the remaining half between December and January. Each stormwater sampling kit shall have the appropriate number and type of containers to conduct grab samples for the following constituents:

- Total Suspended Solids (TSS)
- Oil and Grease (O&G)

OCTA has no preferred storm water sampling kit. Storm water sampling kits should contain the 1-liter glass amber bottle with preservative for Oil and Grease sample and 32o-ounce or 1-liter bottle for total suspended solids sample. The following is a listing of the number of kits to be delivered at each location:

Santa Ana Location	12
Garden Grove Location	20
Irvine Location I	8
Irvine Location II	8
Anaheim Location	12

After samples are collected by OCTA, Contractor shall pick up and deliver the samples for analysis to a California State Certified laboratory within 48 hours of pick-up request. Sample analytical reports shall be sent to the OCTA electronically within 15 business days. The Contractor shall pick up and dispose of unused stormwater sampling kits as required by all local, state and federal regulations at the OCTA's request at no charge.

### **Part 9 – Analytical Work**

A California State Certified Laboratory shall be used by the Contractor for analytical testing and related work.

Contractor shall provide sampling and analytical profiles of the OCTA's hazardous waste streams from a certified laboratory on an as-needed basis. The testing done would typically be related to proper waste characterization (i.e., Title 22 metals, VOCs, etc.).

### **Part 10 – Verification of Work**

An inspection shall be made by the OCTA's employees (typically Facilities Maintenance) after each service is performed and a verification of work form must be completed by the Contractor. This form is attached as Attachment A.

ATTACHMENT A



**VERIFICATION OF WORK**

Facilities Maintenance Contractors

- ☐ Administration Building (*Orange*)
- ☐ Anaheim (*Base 6*)
- ☐ Garden Grove (*Base 4*)
- ☐ Irvine Sand Canyon (*Base 7*)
- ☐ Irvine Construction Circle (*Base 2*)
- ☐ Santa Ana (*Base 1*)
- ☐ Brea Park & Ride
- ☐ Fullerton Park & Ride
- ☐ Fullerton Transportation Center
- ☐ Golden West Transportation Center
- ☐ Laguna Beach Transportation Center
- ☐ Laguna Hills Transportation Center
- ☐ Tustin Transportation Center
- ☐ Newport Beach Transportation Center

Date: \_\_\_\_\_

Time In: \_\_\_\_\_

Time Out: \_\_\_\_\_

OCTA WO #: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Description of Work: \_\_\_\_\_

This is to verify that \_\_\_\_\_ persons were on duty this date and that all services, as called  
for in the contract were actually performed.

Number

Signed: \_\_\_\_\_  
Contractor's Representative

Verified: \_\_\_\_\_  
OCTA's Representative

**EXHIBIT B: PRICE SUMMARY SHEET**

**PRICE SUMMARY SHEET**  
**Hazardous Waste Transportation and Disposal, Emergency Response Related Services**

**RFP 3-2799**  
**EXHIBIT B**

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

**Term: Effective through November 14, 2025**

Description	U/M	Estimated Quantity*	Year One 11/15/2023-11/14/2024	Year Two 11/15/2024-11/14/2025	Estimated Total
<b>3.01 Clarifier and Bus Wash Reclaim Water Tanks</b>					
5,000 Gallon Vacuum Truck with Operator (Hourly Rate assume 40 loads at 8 hours per load annually)	HR	320	\$_____	\$_____	\$_____
Vacuum Truck Idle/ Travel Time ( Hourly rate)	HR	20	\$_____	\$_____	\$_____
Disposal Fees for Clarifier Wastewater up to 15% solids (Per Gallon Rate)	GALLON	150,000	\$_____	\$_____	\$_____
Disposal Fees for Clarifier Wastewater with 16-30% solids (Per Gallon Rate)	GALLON	10,000	\$_____	\$_____	\$_____
Confined Space Entry (includes all equipment, metering, personnel)	DAY	12	\$_____	\$_____	\$_____
<b>3.02 Drummed/Truck Load Waste</b>					
NON RCRA Drummed Waste- cost to include disposal/recycling, replacement drum and transportation (Per Drum)	DRUM	36	\$_____	\$_____	\$_____
<b>Subtotal</b>			\$_____	\$_____	\$_____

**LUMP SUM TOTAL**      \$\_\_\_\_\_

Supplemental Tasks as described in the Scope of Work, Parts, 4,7,8,9

Offerors must submit pricing for the Supplemental Tasks listed below. However, these costs are for reference only and are not part of the evaluation.

Description	U/M	Estimated Qty*	Year One 11/15/2023-11/14/2024	Year Two 11/15/2024-11/14/2025
Special Waste as described in the Scope of Work, Part 4	DRUM	8	\$_____	\$_____
Emergency Response Call out as described in the Scope of Work, Part 7	HR	10	\$_____	\$_____
Stormwater Sampling Kits and Analytical Reports as described in the Scope of Work, Part 8	EACH	60	\$_____	\$_____
Analytical Work as described in the Scope of Work, Part 9	EACH	4	\$_____	\$_____

**Any other costs- specify and attach rate sheet.**

*\*Estimated quantities are for evaluation purposes only and are not guaranteed usage.*

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

**PROPOSED AGREEMENT NO. C-3-2799**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

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

**WITNESSETH:**

**WHEREAS**, AUTHORITY requires assistance from CONTRACTOR to Hazardous Waste Transportation and Disposal, Emergency Response & Related Services; and

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

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

**WHEREAS**, CONTRACTOR wishes to perform these services.

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

**ARTICLE 1. COMPLETE AGREEMENT**

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

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

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

6 **ARTICLE 2. AUTHORITY DESIGNEE**

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

9 **ARTICLE 3. SCOPE OF WORK**

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

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

16 **Names**

**Functions**

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

1           **ARTICLE 4. TERM OF AGREEMENT**

2           This Agreement shall commence upon execution by both parties, and shall continue in full force  
3 and effect through November 14, 2025, unless earlier terminated or extended as provided in this  
4 Agreement.

5           **ARTICLE 5. PAYMENT**

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

9           B. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding  
10 to the work actually completed by CONTRACTOR. Completed work shall be documented in a monthly  
11 progress report prepared by CONTRACTOR, which shall accompany each invoice submitted by  
12 CONTRACTOR. AUTHORITY shall pay CONTRACTOR at the rates specified in Exhibit B, entitled "Price  
13 Summary Sheet," which is attached hereto and by this reference, incorporated in and made part of this  
14 Agreement. These rates shall remain fixed for the term of this Agreement and are acknowledged to  
15 include CONTRACTOR's overhead costs, general costs, administrative costs and profit. CONTRACTOR  
16 shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity  
17 of an invoice. At its sole discretion, AUTHORITY may decline to make full payment until such time as  
18 CONTRACTOR has documented to AUTHORITY's satisfaction, that CONTRACTOR has fully completed  
19 all work required under the task. AUTHORITY's payment in full for any task completed shall not constitute  
20 AUTHORITY's final acceptance of CONTRACTOR's work under such task.

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

1. Agreement No. C-3-2799;
2. Specify the effort for which payment is being requested;
3. The time period covered by the invoice;
4. Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) performed during the billing period;
5. Monthly Progress Report;
6. Certification signed by the CONTRACTOR or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which CONTRACTOR intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.
7. Any other information as agreed or requested by AUTHORITY to substantiate the validity of an invoice.

#### **ARTICLE 6. MAXIMUM OBLIGATION**

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for CONTRACTOR's profit) shall be \_\_\_\_\_ Dollars (\$0.00) which shall include all amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

#### **ARTICLE 7. NOTICES**

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

To CONTRACTOR:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Monique Touch

Title:

Title: Sr. Contracts Administrator

Phone:

Phone: (714) 560 - 5083

Email:

Email: mtouch@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,

1 Independent Contractors', Contractual Liability, Personal Injury Liability, and Property Damage with a  
2 minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate;

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

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

7 4. Employers' Liability with minimum limits of \$1,000,000 per accident;

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

9 6. Pollution Legal Liability with minimum limits of \$2,000,000 per loss with a  
10 \$4,000,000.00 annual aggregate for disposal at non-hazardous treatment, storage and disposal facilities.  
11 Minimum limits of \$4,000,000.00 per loss with an \$8,000,000.00 annual aggregate limit shall apply  
12 separately.

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

21 C. CONTRACTOR shall include on the face of the certificate of insurance the Agreement  
22 Number C-3-2799 and, the Sr. Contract Administrator's Name, Monique Touch.

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

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

3 **ARTICLE 10. ORDER OF PRECEDENCE**

4 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:  
5 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 3-2799; (3)  
6 CONTRACTOR's proposal dated \_\_\_\_\_; (4) all other documents, if any, cited herein or incorporated  
7 by reference.

8 **ARTICLE 11. CHANGES**

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

17 **ARTICLE 12. DISPUTES**

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

24 B. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with  
25 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,  
26 CAMM. Nothing in this Agreement, however, shall be construed as making final the decision of any



1 AUTHORITY official or representative on a question of law, which questions shall be settled in  
2 accordance with the laws of the State of California.

3 **ARTICLE 13. TERMINATION**

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

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

19 **ARTICLE 14. INDEMNIFICATION**

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

**ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

B. If CONTRACTOR wishes to subcontract any of the work described in Exhibit A, AUTHORITY must be given prior notification and must consent to CONTRACTOR's subcontracting portions of the Scope of Work to the requested subcontractor(s). If AUTHORITY approves of the subcontractor, CONTRACTOR shall include in the subcontract agreement the stipulation that CONTRACTOR, not AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the subCONTRACTOR shall have no claim, and shall take no action, against AUTHORITY, its officers, directors, employees or sureties for nonpayment by CONTRACTOR.

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

CONTRACTOR shall provide AUTHORITY, or other agents of AUTHORITY, such access to CONTRACTOR's accounting books, records, payroll documents and facilities, as AUTHORITY deems necessary. CONTRACTOR shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONTRACTOR's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 15 of this Agreement. CONTRACTOR shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

/

**ARTICLE 17. CONFLICT OF INTEREST**

A. CONTRACTOR agrees to avoid organizational conflicts of interest. An organizational conflict

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

8 **ARTICLE 18. CODE OF CONDUCT**

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

12 **ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

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

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

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

21 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

22 In connection with its performance under this Agreement, CONTRACTOR shall not discriminate  
23 against any employee or applicant for employment because of race, religion, color, sex, age or national  
24 origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that  
25 employees are treated during their employment, without regard to their race, religion, color, sex, age or  
26 national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,

1 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other  
2 forms of compensation; and selection for training, including apprenticeship.

3 **ARTICLE 22. PROHIBITED INTERESTS**

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

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

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

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

23 C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be  
24 released by CONTRACTOR to any other person or agency except after prior written approval by  
25 AUTHORITY, except as necessary for the performance of services under this Agreement. All press  
26 releases, including graphic display information to be published in newspapers, magazines, etc., are to be

1 handled only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

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

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

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

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

24 A. All of CONTRACTOR's finished technical data, including but not limited to illustrations,  
25 photographs, tapes, software, software design documents, including without limitation source code,  
26 binary code, all media, technical documentation and user documentation, photoprints and other graphic

1 information required to be furnished under this Agreement, shall be AUTHORITY's property upon  
2 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction  
3 except as elsewhere authorized in this Agreement. CONTRACTOR further agrees that it shall have no  
4 interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said data is subject  
5 to the provisions of the Freedom of Information Act, 5 USC 552.

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

13 **ARTICLE 26. HEALTH AND SAFETY REQUIREMENT**

14 CONTRACTOR shall comply with all the requirements set forth in Exhibit \_\_, Level 2 Safety  
15 Specifications.

16 **ARTICLE 27. LIMITATION ON GOVERNMENTAL DECISIONS**

17 CONTRACTOR shall not make, participate in making, or use its position to influence any  
18 governmental decisions as defined by the Political Reform Act, Government Code section 8100 et seq.,  
19 and the implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq.  
20 CONTRACTOR's personnel performing services under this Agreement shall not authorize or direct any  
21 actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or enter into  
22 any contractual agreement on behalf of AUTHORITY. In addition, CONTRACTOR's personnel shall not  
23 provide information, an opinion, or a recommendation for the purpose of affecting a decision without  
24 significant intervening substantive review by AUTHORITY personnel, counsel, and management.

25 **ARTICLE 28. FORCE MAJEURE**

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

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

7 IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-3-2799 to be executed  
8 as of the date of the last signature below.

9 **CONTRACTOR**

10 By: \_\_\_\_\_

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_

Georgia Martinez  
Department Manager, Contract Administration and  
Procurement

13 **APPROVED AS TO FORM:**

15 By: \_\_\_\_\_

James M. Donich  
General Counsel

**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.

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT E: SAFETY SPECIFICATIONS**

**LEVEL 2 STANDARD 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, and bus yard safety rules as well as all federal, state, and local regulations pertaining to scope of work or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

**C. INJURY AND ILLNESS PREVENTION PROGRAM**

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

**D. SUBSTANCE ABUSE PREVENTION PROGRAM**

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

**E. HAZARD COMMUNICATION PROGRAM**

- 1. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- 2. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

**F. STORM WATER POLLUTION PREVENTION PLAN**

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

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

1. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
2. This person shall be a Competent or Qualified Individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards, and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.
3. The Contractor's HSE Representative is subject to acceptance by the Authority Project Manager, and the HSEC Department. All contact information of the HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager, upon request, within 72 hours.
4. The Contractor's HSE Representative shall hold a current certification from the Board of Certified Safety Professionals (BCSP) and have five years of demonstrated construction/scope experience enforcing HSE compliance on construction, industrial or similar project scopes. The designated HSE Representative shall participate in any required HSE related submittals. The Authority reserves the right to allow for an exception and to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.
5. A Job Hazard Analysis (JHA) shall be prepared for the field activities scheduled and signed/dated by the Contractor's project manager and the Contractor's HSE Representative and all employees of the work crew prior to beginning scheduled task.
6. Competent Individual means an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and/or property, and who has authorization to take prompt corrective measures to eliminate them.
7. Qualified Individual means an individual who by possession of a recognized degree, certificate, certification or professional standing, or who by extensive knowledge, training, and experience, has successfully

demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the Project.

#### **H. SCOPE PLANNING**

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

#### **I. ORIENTATION**

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

#### **J. TRAFFIC & PARKING**

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

#### **K. GENERAL PROVISIONS**

1. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.

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

## **1.2 ENVIRONMENTAL REQUIREMENTS**

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

- C. The Contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the duration of the contract. Contractor shall comply with applicable NPDES permits and Storm Water Pollution Prevention Plan (SWPPP) requirements.
- D. Contractor shall comply with all applicable EPA, Cal EPA, Cal Recycle, DTSC, SCAQMD, local, state, county and city standards, rules and regulations for hazardous and special waste handling, recycling and/ disposal. At a minimum, Contractor shall ensure compliance where applicable with SCAQMD Rule 1166, CCR Title 8, Section 5192, 29 CFR Subpart 1910.120, 49 CFR Part 172, Subpart H, 40 CFR Subpart 265.16 and CCR Title 22 Section 6625.16. Contractor shall provide OCTA a schedule of all hazardous waste and special or industrial waste disposal dates in advance of transport date. Only authorized OCTA personnel shall sign manifests for OCTA generated wastes. Contractor shall ensure that only current registered transporters are used for disposal of hazardous waste and industrial wastes. The Contractor shall obtain approval from OCTA for the disposal site locations in advance of scheduled transport date.

### 1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
  - 1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
  - 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
  - 3. Incidents impacting the environment, i.e. spills or releases on Authority property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Investigative photos of the existing conditions and area around the injury/incident scene, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be

considered the minimum elements required for a comprehensive incident report provided to OCTA.

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

#### 1.4 PERSONAL PROTECTIVE EQUIPMENT

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

#### 1.5 LANGUAGE REQUIREMENTS

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



**1.6 WARNING SIGNS AND DEVICES**

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

**1.7 REFERENCES**

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

END OF SECTION

**EXHIBIT F: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

**PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

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

Offeror: \_\_\_\_\_

RFP No.: \_\_\_\_\_ RFP Title: \_\_\_\_\_

Deviation or Exception No. : \_\_\_\_\_

*Check one:*

- Scope of Work (Technical) \_\_\_\_\_
- Proposed Agreement (Contractual) \_\_\_\_\_

Reference Section/Exhibit: \_\_\_\_\_ Page/Article No. \_\_\_\_\_

Complete Description of Deviation or Exception:

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Rationale for Requesting Deviation or Exception:

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Area Below Reserved for Authority Use Only:
