REQUEST FOR PROPOSALS (RFP) 3-2817

# PUBLIC OUTREACH SERVICES FOR SOUTH COAST RAIL INFRASTRUCTURE FEASIBILITY STUDY


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


**Key RFP Dates**

| | |
|---|---|
| **Issue Date:** | **August 23, 2023** |
| **Pre-Proposal Conference Date:** | **August 31, 2023** |
| **Question Submittal Date:** | **September 4, 2023** |
| **Proposal Submittal Date:** | **September 19, 2023** |
| **Interview Date:** | **October 5, 2023** |

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**August 23, 2023**

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

**RFP 3-2817: "PUBLIC OUTREACH SERVICES FOR SOUTH COAST RAIL INFRASTRUCTURE FEASIBILITY STUDY"**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide public outreach services for the south coast rail infrastructure feasibility study.

**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.**

The budget for this project is $175,000 for a two (2)-year term.

**Proposals must be submitted, electronically**, through the following URL link: http://www.octa.net/Proposal Upload Link, at or before the deadline of **2:00 p.m. on September 19, 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 3-2817**" 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 3-2817, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

| Category: | Commodity: |
|---|---|
| Marketing, Advertising & Media Services | Advertising<br>Advertising Agency Services<br>Direct Mail Services<br>Graphic Arts Design Services (Not Printing)<br>Public Relations/Outreach Services<br>Communications Marketing Services<br>Copywriting Services<br>Mailhouse Services<br>Photography Services<br>Video Production |
| Professional Consulting | Consultant Services - Transit Planning<br>Consultant Services - Transportation Planning |
| Printing & Reproduction Services | Printing and Related Services |
| Services (General) | Language Translator/Interpreter Services |

A pre-proposal conference will be held via teleconference on August 31, 2023, at 3:00 p.m.. Prospective Offerors may join or call-in using the following credentials:

- Click here to join the meeting
- OR Call-in Number: 916-550-9867
- Conference ID: 809067192#

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

The Authority has established October 5, 2023, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

# SECTION I: INSTRUCTIONS TO OFFERORS

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### B. EXAMINATION OF PROPOSAL DOCUMENTS

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

### C. ADDENDA

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

### D. AUTHORITY CONTACT

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

Gina Torres, Contract Administrator
Contracts Administration and Materials Management Department
Email: gtorres@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 (e-mail) or formal written communication. Any offeror, subcontractor, lobbyist or agent hired by the offeror that engages in such prohibited communications may result in disqualification of the offeror at the sole discretion of the Authority.

## E. CLARIFICATIONS

### 1. Examination of Documents

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

### 2. Submitting Requests

a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and received via e-mail at gtorres@octa.net no later than 2:00 p.m., on September 4, 2023.

b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 3-2817" in the subject line of the e-mail. The Authority is not responsible for failure to respond to a request that has not been labeled as such.

### 3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than September 7, 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 subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

| Category: | Commodity: |
| --- | --- |
| Marketing, Advertising & Media Services | Advertising<br>Advertising Agency Services<br>Direct Mail Services<br>Graphic Arts Design Services (Not Printing)<br>Public Relations/Outreach Services<br>Communications Marketing |

| | |
|---|---|
| | Services<br>Copywriting Services<br>Mailhouse Services<br>Photography Services<br>Video Production |
| Professional Consulting | Consultant Services - Transit Planning<br>Consultant Services - Transportation Planning |
| Printing & Reproduction Services | Printing and Related Services |
| Services (General) | Language Translator/Interpreter Services |

Inquiries received after 2:00 p.m. on September 4, 2023 will not be responded to.

## F. SUBMISSION OF PROPOSALS

### 1. Date and Time

**Proposals must be submitted, electronically**, through the following URL link: http://www.octa.net/Proposal Upload Link, at or before the deadline of **2:00 p.m. on September 19, 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 3-2817**" from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

### 2. Acceptance of Proposals

a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.

b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.

c. The Authority reserves the right to issue a new RFP for the project.

d. The Authority reserves the right to postpone proposal openings for its own convenience.

e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.

f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.

g. Submitted proposals are not to be copyrighted.

## G. PRE-CONTRACTUAL EXPENSES

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

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

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

## H. JOINT OFFERS

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

## I. TAXES

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

## J. PROTEST PROCEDURES

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

## K. CONTRACT TYPE

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

## L. CONFLICT OF INTEREST

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

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

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

## M. CODE OF CONDUCT

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

## N. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

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

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

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

## O. STATEMENT OF ECONOMIC INTERESTS

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

# SECTION II: PROPOSAL CONTENT

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## A. PROPOSAL FORMAT AND CONTENT

### 1. Format

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

### 2. Letter of Transmittal

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

a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.

b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.

c. Acknowledgement of receipt of all RFP addenda, if any.

d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.

e. Signature of a person authorized to bind Offeror to the terms of the proposal.

f. Signed statement attesting that all information submitted with the proposal is true and correct.

### 3. Technical Proposal

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

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

(1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.

(2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.

(3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.

(4) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.

(5) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.

(6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

**b. Proposed Staffing and Project Organization**

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

Offeror to:

(1) Identify key personnel proposed to perform the work 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) Provide a project budget spreadsheet that at a minimum, identifies the following information: a) the activities that would be undertaken in completing the work; b) specify who would perform them; c) the number of hours anticipated for each member of the project staff; d) other direct costs; and e) the total proposed project cost. ***Note: Specific individual hourly rates for proposed project team shall not be included in this spreadsheet.***

(3) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.

(4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.

(5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.

(6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

**d. Exceptions/Deviations**

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

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

### 4. Cost and Price Proposal

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services for 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), **as a separate sealed package from the proposal. No information regarding individual hourly rates shall be mentioned anywhere in the proposal content.**

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a time and expense-price contract specifying fully burdened labor rates and anticipated expenses to complete the Scope of Work.

### 5. Appendices

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

## B. FORMS

### 1. Status of Past and Present Contracts Form

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

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

**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 — 20%**

Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.

**2. Staffing and Project Organization — 25%**

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

**3. Work Plan — 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 fully-burdened hourly rates and 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 5, 2023, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion.

The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

At the conclusion of the evaluation process, the evaluation committee will recommend to the Committee, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority.

## C. AWARD

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

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

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

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

## D. NOTIFICATION OF AWARD AND DEBRIEFING

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

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the

Authority must receive it within three (3) business days of notification of the contract award.

# EXHIBIT A: SCOPE OF WORK

# Scope of Work

# Public Outreach Services for South Coast Rail Infrastructure Feasibility Study

## BACKGROUND

The Orange County Transportation Authority (OCTA) owns the Orange Rail Subdivision in South Orange County located between San Clemente and Fullerton. OCTA is seeking proposals from qualified public outreach consultants to support an approximately twenty-four (24)-month study to develop concepts to address rail infrastructure protection and/or improvements on the approximately seven (7)-mile stretch of railroad corridor in south coastal Orange County from approximately milepost (MP) 200 to MP 208. The study area includes the cities of Dana Point, San Clemente, and unincorporated portions of the counties of Orange and San Diego. The study area generally includes approximately 500 feet to the east and west of the existing Los Angeles – San Diego – San Luis Obispo (LOSSAN) Railroad Corridor and would likely extend beyond these limits for potential longer-term considerations. As defined by the United States Department of Defense, the rail line between Los Angeles and San Diego is designated as a Strategic Rail Corridor Network, which consists of key railroad lines most important to national defense.

The study will take into consideration federal, state, and local sustainability planning efforts. In addition, a geotechnical literature review and a Preliminary Geotechnical Report will be conducted to assess the geological conditions of the study area as well as anticipated environmental studies that may be needed to assess various alternative concepts under consideration.

The analysis will assume that the rail infrastructure would, in general, remain on the existing alignment for the seven-mile stretch of the study area. Although the long-term disposition of the railroad line will be considered, the focus of this study is on the short and medium-term timeframe in protecting the existing rail ROW. Evaluation criteria will be developed to establish a framework to vet and develop a set of viable alternative concepts (AC) along with the associated design geometric concepts that will address coastal rail protection.

During the past several years, storm surges, combined with several other environmental factors, have caused damage to the LOSSAN Rail Corridor and adjacent infrastructure. This has resulted in increased required maintenance and emergency repair measures to stabilize the infrastructure. The emergency repairs have also led to intermittent service disruptions and delays. This feasibility study will support the development of partnerships and assist in directing priorities for future rail planning efforts, including potential project-level preliminary engineering and environmental analysis.

The technical effort will include the following:

- Literature review of previous studies (including geotechnical studies) that may be used to inform options to address the issues in the study area;
- Conduct a preliminary geotechnical study of the study area;

- Identify potential conceptual engineering solutions to the challenges along the coast;
- Inventory of other public infrastructure;
- Develop a set of evaluation criteria to consider the feasibility of a range of reasonable ACs that may be viable solutions;
- Develop general consensus on a set of viable solutions;
- Develop conceptual plans and profiles on the set of viable solutions including corridor alignments;
- Identify entities who would be best suited to lead those efforts; and
- Study recommendations/next steps

**<u>PUBLIC OUTREACH CONSULTANT'S SCOPE OF SERVICES</u>**

**Public Involvement Plan Development**

The Consultant shall be required to prepare a comprehensive public involvement plan (PIP). The PIP will include a detailed budget and schedule of all assigned activities. The PIP schedule shall include all activities (by work task, whether performed by the consultant team or by others), start dates, activity durations, product submittal dates, and relationships among work tasks. The schedule shall account for interface with, and review by OCTA outreach and technical staff. The budget and schedule will be reviewed and approved by the OCTA outreach project manager and shall be regarded as the baseline against which public involvement plan status and progress is measured and reported.

The Consultant shall develop a PIP through the use of research, established methods, effective tools, and resources. The PIP must communicate effectively with target audiences and any others that the consultant may identify.

Overarching PIP Goals

- Gain public feedback on strategies to address short and mid-term solutions to address rail infrastructure protection
- Ensure a variety of perspectives are considered.

The PIP must meet the following objectives:

- Maximize distribution of information to interested stakeholders locally near the rail alignment and regionally
- Present technical information to the community in ways that can be clearly understood by the general public
- Identify strategies to engage with hard-to-reach and disadvantaged communities
- Use communication tactics appropriate for the nature of information to be distributed and the input required in a cost-effective manner
- Proactively reach out to community leaders and interest groups
- Collect feedback, preferences, and ideas from various interest groups
- Serve as reference for questions about the project

- Help the public understand the project/service's technical planning process.

The Consultant shall prepare a PIP overview report after each phase of outreach within the study and a final report at the conclusion of the study. It is anticipated there will be two phases of outreach.

**Public Outreach Consultant Management and Role of the Consultant**

OCTA's Public Outreach Department project manager will be the key contact and direct the consultant. Under the direction of the outreach project manager, OCTA is seeking consultant assistance to help develop and conduct a comprehensive Public Involvement Plan working in tandem with the technical team's efforts, as described above, during the identification and analysis of alternative concepts The Consultant may be expected to work in tandem with technical consultants and public outreach subcontractors who are integrated as part of the technical team.

**Project Staffing and Administration**

The Consultant project manager shall be responsible for the overall and daily management of the consultant team and day-to-day communications with the OCTA outreach project manager. The Consultant shall ensure adequate staffing to achieve the objectives of the public outreach program.

The Consultant project manager shall ensure the timely and integrated production of all public outreach work tasks. The Consultant project manager may be removed and replaced only with the written consent of the OCTA outreach project manager. OCTA reserves the right to require the Consultant to remove and replace the consultant project manager or any member of the Consultant/sub-consultant team from the project for cause.

The Consultant project manager shall communicate and coordinate in a timely manner all work and progress on the public outreach program with the OCTA outreach project manager. Coordination and administration for the public outreach program shall include, but is not limited to, the following:

- Monthly progress reports, prepared by the consultant project manager and submitted to the OCTA outreach project manager, shall be included with each monthly invoice. Progress reports shall include: the status of work and budget (burn rate) by task; significant accomplishments; problems encountered and anticipated with potential solutions; decisions to be made by OCTA and/or other agencies; public outreach program schedule updates as needed; and work planned for the next month (by task and responsible person).

- Monthly invoices, prepared by the consultant project manager and submitted to the OCTA outreach project manager for approval and payment, shall be prepared to provide a summary of project budget activity-to-date and show costs against each major task, and/or subtask as appropriate. Specific billing requirements will be provided by OCTA staff upon award of the contract.

- All digital files shall be transferred to OCTA at the end of the contract.

**General Public Outreach Support**

A variety of outreach methods and tools could be used to inform, educate, and seek input from the public such as one-on-one meetings and interested stakeholders, online surveying, public input cards, newsletters, community meetings, pop-up events, and in-person and virtual open houses, etc.

OCTA is seeking the consultant's expertise to identify the appropriate target audiences and determine the best strategy to keep the community informed and seek input. Consultant shall develop a communication strategy to engage stakeholders near the rail alignment and coastline as well as inland, and throughout the county. The selected consultant may be required to schedule the public outreach activities to coincide with the project technical team's effort.

The Consultant is encouraged to research and recommend innovative public engagement tools and strategies with the goal of engaging a wide-range of stakeholders throughout Orange County.

Public outreach techniques to support OCTA projects and services may include but are not limited to the following:

- Pop-ups, public workshops, open houses, neighborhood meetings and community events
    - o Research and identify meeting location (including virtual)
    - o Develop project exhibits and PowerPoint presentations
    - o Coordinate promotion activities for the meetings, including handouts, print and digital ads and e-mail blasts
    - o Set up and staff meetings
- Print, online and geofencing advertising
- Copywriting
- Canvassing of public meeting flyers/materials prior to events
- Translation
- Mailhouse support
    - o Accept and adhere label output to printed pieces from adhesive label, ASCII data format or database format. Collate, stuff and fold a variety of mail pieces. Match variable letters with envelopes. Provide pickup and delivery services. Provide Rush as needed. Use OCTA indicia and deliver to Costa Mesa Post Office. Allow OCTA to establish an account and be invoiced for postage. Procure mail lists that OCTA may need to purchase.
- Qualitative survey development, tabulation, and analysis

- One-on-one briefings with city staff, community and business stakeholders as needed
- Assistance with creating and supporting community stakeholder roundtables (two per outreach phase)
- Public input documentation
  - Consultant shall keep a record of public comments taken at meetings, presentations and briefings. Consultant shall identify community leaders and organizations crucial to the project with an outline of their perceptions (both positive and negative), issues, concerns and feelings regarding the project/service.
- Collateral Development/Graphic Design
  - Develop and write eblasts, infographics, fact sheets and web and social media content.
- Prepare an outreach overview report after each phase of outreach and a final report outlining community outreach activities, key findings as well as attach all materials used during the public involvement program.

The Consultant shall develop and present a comprehensive public involvement program that is fully integrated with the technical tasks and milestones for the project. The Consultant's public involvement program shall demonstrate the ability and capacity to:

1. Identify affected stakeholders and constituencies and enable effective two-way communication.
2. Provide for timely and meaningful engagement and participation by the stakeholders and constituencies in all relevant phases of the study.
3. Participate in discerning and summarizing key public issues and concerns for the benefit of the Consultant team, Project Manager and staff, and advisory committees.

**Diverse Community Engagement**

The Consultant shall support engagement with diverse and disadvantaged communities. This may include but not be limited to identifying non-English speaking households or neighborhoods, special needs communities, lower socioeconomic populations or other diverse communities that have an interest in or might otherwise be impacted by the project.

The Consultant shall assist in the development and dissemination of communications with any identified diverse or disadvantaged communities. The Consultant shall work with OCTA, including the Diverse Community Outreach Team, on this effort.

**Target Audiences**

The Consultant shall research and provide the framework for the appropriate target audiences to help inform the study ranging from directly impacted communities to those with a regional interest in rail infrastructure.

**<u>Committees</u>**

Some of the anticipated hybrid or in-person meetings that the Public Involvement Program consultant may be expected to help coordinate logistics and create content for (PowerPoint Presentations, fact sheets, etc.) include but are not limited to:

- Up to four (4) meetings with City Managers
  - Led by OCTA Government Relations
- Up to four (4) Elected Officials Roundtables*
  - Led by the OCTA Government Relations
- Up to six (6) meetings with the Stakeholder Working Group (SWG)*
  - Led by technical consultant
- Up to sixteen (16) meetings with the Project Development Team (PDT)
  - Led by technical consultant
- Up to four (4) Community Stakeholder Roundtables*
  - Led by the Public Outreach Consultant
- Up to four (4) ad hoc meetings and presentations*

*Consultant expected to attend

The Consultant shall work in tandem with the technical team to ensure a seamless process. Technical assistance shall be provided to the outreach consultant.

The Consultant shall reference Task 3 of the technical contract SOW as necessary.

The PDT members may include staff from, but are not limited to:
- OCTA, Metrolink, LOSSAN, Caltrans, BNSF, Union Pacific, and the cities of San Juan Capistrano, San Clemente, and Dana Point, County of Orange (including Orange County Parks and Orange County Flood Control District), San Diego County, etc.

The SWG members would include PDT members with additional members from:
- Federal agencies: United States Army Corps of Engineers, United States Fish and Wildlife Service, Federal Railroad Administration (FRA), Federal Transit Administration, Surface Transportation Board, United States Marine Corps, etc.
- State agencies: California State Parks, California Coastal Commission (CCC), California Department of Fish and Wildlife, San Diego Regional Water Quality Control Board, State Lands Commission, California Governor's Office of Emergency Servies (Cal OES), California State Transportation Agency (CalSTA), local utilities, etc.
- Community Stakeholder Roundtables: homeowners associations, environmental organizations (i.e. Surfrider Foundation), community-based organizations, etc. chambers

The Elected Officials Roundtable would consist of elected officials and their staff representing jurisdictions within or adjacent to the project study area. OCTA will provide a list of Elected Officials Roundtable group members upon the commencement of the study.

The following activities outline the expectations of the Consultant:

**Activity 1:**
Develop a comprehensive Public Involvement Program which incorporates diverse public input and represents a broad cross-section of appropriate audiences in each phase of the study.

**Activity 2:**
Working with the technical team, integrate the Public Involvement Program schedule with the technical schedule to ensure adequate time is built in for comprehensive outreach activities.

**Activity 3:**
Implement the plan using appropriate outreach techniques as outlined in the consultant's approach.

**Budget**

The budget for the Public Involvement Program is $175,000.

**Schedule**

This is expected to be a twenty-four (24)-month study.

**Other Communications Support as Needed**
The Consultant may be asked to provide strategic counsel and support on other community outreach activities as needed.

## LIMITATION ON GOVERNMENTAL DECISIONS

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

# EXHIBIT B: PRICE SUMMARY SHEET

# PRICE SUMMARY SHEET

## REQUEST FOR PROPOSALS (RFP) 3-2817

**Pricing Instructions:**

The Offeror must submit this Exhibit B, Price Summary Sheet, **as a separate sealed package from the proposal**. No information regarding hourly rates shall be mentioned anywhere in the proposal content.

The Offeror shall provide proposed price for the services described in the Scope of Work, Exhibit A. Hourly rates shall be fully-burdened rates to include all direct costs, indirect costs, tax, and profits. The Authority's intention is to award a time-and-expense price contract.

Pricing forms must be completed and properly filled out in order to be deemed responsive.

## SCHEDULE I --- HOURLY RATE SCHEDULE

Enter below the proposed hourly rates for the services described in the Scope of Work, Exhibit A. Prices shall be fully-burdened rates to include all direct costs, indirect costs, tax, and profits. *Anticipated overtime pay shall not be factored into the fully-burdened hourly rates. The Authority's intention is to award a time-and-expense price contract.

**Two (2)-Year Term: Effective – October 31, 2025**

| Name | Job Function | Fully-Burdened Hourly Rates | |
|---|---|---|---|
| | | Year 1 | Year 2 |
| | | Effective – 10/31/24 | 11/1/24 – 10/31/25 |
| | Project Manager | $________ | $________ |
| | Community Liaison | $________ | $________ |
| | Account Coordinator | $________ | $________ |
| | Graphic Designer | $________ | $________ |

***FOR COST ANALYSIS PURPOSES:***

- ***Provide fully-burdened hourly rates for the above-designated job categories. The fully-burdened hourly rates will be included in the resulting agreement should your proposal be selected for contract award.***

- ***Each proposed hourly rate for the respective Job Function will be weighed according to the percentages specified in the "Evaluation Weight" column in the table below.***

| Job Function | Evaluation Weight for Hourly Rate(s) |
|---|---|
| Project Manager | 25% |
| Community Liaison | 30% |
| Account Coordinator | 20% |
| Graphic Designer | 25% |

**Other Labor Charges:**

| Job Function | Fully-Burdened Hourly Rates | |
|---|---|---|
| | Year 1 | Year 2 |
| | Effective – 10/31/24 | 11/1/24 – 10/31/25 |
| | $_________ | $_________ |
| | $_________ | $_________ |
| | $_________ | $_________ |
| | $_________ | $_________ |

**SCHEDULE II ---- OTHER DIRECT COSTS SCHEDULE**

| Type of ODC | | Quantity | Unit Rate | Budget Amount |
|---|---|---|---|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |

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

*** Please note the following:**

- **The Authority will not reimburse Consultant for hours charged to perform activities associated with the preparation and review of invoices submitted to the Authority.**

- **The Authority will not reimburse Consultant for local meals and travel time, unless previously approved, or any other expenses not included within this Exhibit B.**

**<u>Reimbursable Mileage Practice</u>**

**Weekday Travel**

Normal Business Hours

- Office Base* to event/meeting (one-way only if Consultant does not return to base office)

After Business Hours

- Office Base* to event/meeting
- Event/Meeting to Home

**Weekend Travel**

- Home to Event
- Event to Home

*Office Base exceeds 50 miles may claim home to event.

**<u>Note: Full home address is not necessary. Cross streets and city are sufficient.</u>**

1. I acknowledge receipt of **RFP 3-2817** and Addenda No.(s) ________.

2. This offer shall remain firm for ______________ days from the date of proposal.
(Minimum of 120)

| | |
|---|---|
| COMPANY NAME | ______________________________ |
| ADDRESS | ______________________________ |
| | ______________________________ |
| TELEPHONE | ______________________________ |
| FACSIMILE # | ______________________________ |
| EMAIL ADDRESS | ______________________________ |
| SIGNATURE OF PERSON AUTHORIZED TO BIND OFFEROR | ______________________________ |
| NAME AND TITLE OF PERSON AUTHORIZED TO BIND OFFEROR | ______________________________ |
| | ______________________________ |
| DATE SIGNED | ______________________________ |

# EXHIBIT C: PROPOSED AGREEMENT

**PROPOSED AGREEMENT NO. C-3-2817**

**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 "CONSULTANT").

**WITNESSETH:**

**WHEREAS,** AUTHORITY requires assistance from CONSULTANT to provide Public Outreach services for South Coast Rail Infrastructure Feasibility Study.; and

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

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

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

**NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CONSULTANT 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 CONSULTANT 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 CONSULTANT's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such terms or conditions and CONSULTANT's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

**ARTICLE 2. AUTHORITY DESIGNEE**

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

**ARTICLE 3. SCOPE OF WORK**

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

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

| **Names** | **Functions** |
|---|---|

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

**ARTICLE 4. TERM OF AGREEMENT**

This Agreement shall commence on upon execution by both parties, and shall continue in full force and effect through October 31, 2025, unless earlier terminated or extended as provided in this Agreement.

**ARTICLE 5. PAYMENT**

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

B. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. Work completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by CONSULTANT. AUTHORITY shall pay CONSULTANT at the hourly labor rates specified in Exhibit B, entitled "Price Summary Sheet," which is attached to and by this reference, incorporated in and made a part of this Agreement. These rates shall remain fixed for the term of this Agreement and are acknowledged to include CONSULTANT's overhead costs, general costs, administrative costs and profit. CONSULTANT shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full payment until such time as CONSULTANT has documented to AUTHORITY'S satisfaction that CONSULTANT has fully completed all work required. AUTHORITY's payment in full shall constitute AUTHORITY's final acceptance of CONSULTANT's work.

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

1. Agreement No. C-3-2817;

2. Specify the effort for which the 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. Total monthly invoice (including project-to-date cumulative invoice amount);

6. Itemized expenses including support documentation incurred during the billing period;

7. Monthly Progress Report;

8. Certification signed by the CONSULTANT 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 CONSULTANT intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.

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

**<u>ARTICLE 6.</u>** **<u>MAXIMUM OBLIGATION</u>**

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CONSULTANT mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for CONSULTANT’s profit) shall be One Hundred Seventy Five Thousand Dollars ($175,000.00) which shall include all amounts payable to CONSULTANT 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 CONSULTANT: | To AUTHORITY: |
|---|---|
| | Orange County Transportation Authority |
| | 550 South Main Street |
| | P.O. Box 14184 |
| , | Orange, CA 92863-1584 |
| ATTENTION: | ATTENTION: Gina Torres |
| Title: | Title: Contract Administrator |
| Phone: | Phone: (714) 560 - 5566 |
| Email: | Email: gtorres@octa.net |

**ARTICLE 8. INDEPENDENT CONTRACTOR**

A. CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not employees of AUTHORITY. CONSULTANT 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 CONSULTANT'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, CONSULTANT shall defend and indemnify AUTHORITY in relation to any allegations made.

**ARTICLE 9. INSURANCE**

A. CONSULTANT 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. CONSULTANT shall provide the following insurance coverage:

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

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

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

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

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

C. CONSULTANT shall include on the face of the certificate of insurance the Agreement Number C-3-2817 and, the Contract Administrator's Name, Gina Torres.

D. CONSULTANT shall also include in each subcontract, the stipulation that subconsultants shall maintain insurance coverage in the amounts required of CONSULTANT as provided in the Agreement. Subconsultants will be required to include AUTHORITY as additional insureds on the Commercial General Liability, and Auto Liability insurance policies.

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

**ARTICLE 10. ORDER OF PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 3-2817; (3) CONSULTANT's proposal dated _________________; (4) all other documents, if any, cited herein or incorporated by reference.

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**ARTICLE 11. CHANGES**

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

**ARTICLE 12. DISPUTES**

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

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

**ARTICLE 13. TERMINATION**

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

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

**ARTICLE 14. INDEMNIFICATION**

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

**ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

B. AUTHORITY hereby consents to CONSULTANT's subcontracting portions of the Scope of Work to the parties identified below for the functions described in CONSULTANT's proposal. CONSULTANT shall include in the subcontract agreement the stipulation that CONSULTANT, 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 CONSULTANT.

| Subcontractor Name/Addresses | Subcontractor Function |
|---|---|

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

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

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

**ARTICLE 18. CODE OF CONDUCT**

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

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

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

**<u>ARTICLE 20.</u> <u>FEDERAL, STATE AND LOCAL LAWS</u>**

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

**<u>ARTICLE 21.</u> <u>EQUAL EMPLOYMENT OPPORTUNITY</u>**

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

**<u>ARTICLE 22.</u> <u>PROHIBITED INTERESTS</u>**

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

**<u>ARTICLE 23.</u> <u>OWNERSHIP OF REPORTS AND DOCUMENTS</u>**

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

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

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

**ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT**

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

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

**ARTICLE 25. FINISHED AND PRELIMINARY DATA**

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

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

**ARTICLE 26. HEALTH AND SAFETY REQUIREMENT**

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

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**<u>ARTICLE 27.</u> <u>LIMITATION ON GOVERNMENTAL DECISIONS</u>**

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

**<u>ARTICLE 28.</u> <u>FORCE MAJEURE</u>**

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

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-3-2817 to be executed as of the date of the last signature below.

**CONSULTANT**

By: ________________________________

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By: ________________________________
Georgia Martinez
Department Manager, Contracts and Procurement

**APPROVED AS TO FORM:**

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.

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

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

____________________________ ____________________________
Name Signature

____________________________ ____________________________
Title Date

Revised. 03/16/2018

# EXHIBIT E: SAFETY SPECIFICATIONS

# LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

## PART I – GENERAL

### 1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.

B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during this work scope.

D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.

E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.

F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

### 1.2 REGULATORY

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

## LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

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

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

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

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

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

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

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

1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);

2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.

4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.

B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public

## LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.

D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

1. <u>Serious Injury:</u> 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. <u>Serious Incident:</u> 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. <u>OSHA Recordable Injury / Illness:</u> 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. <u>Significant Near Miss Incident;</u> includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

# LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

## 1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

A. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.

B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

## 1.5 PERSONAL PROTECTIVE EQUIPMENT

A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 or 3 safety reflective vests, and appropriate footwear.

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

## 1.6 REFERENCES

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

END OF SECTION

## EXHIBIT 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:

______________________________________________________________________

Rationale for Requesting Deviation or Exception:

______________________________________________________________________

**Area Below Reserved for Authority Use Only:**