



November 27, 2023

AFFILIATED AGENCIES

*Orange County
Transit District*

*Local Transportation
Authority*

*Service Authority for
Freeway Emergencies*

*Consolidated Transportation
Service Agency*

*Congestion Management
Agency*

*Service Authority for
Abandoned Vehicles*

**SUBJECT: Request for Proposals (RFP) 3-2896
“Next Safe Travels Education Program”**

All Offerors:

This letter shall serve as Addendum No. 1 to the above RFP issued by the Orange County Transportation Authority (Authority). Offerors are reminded that the proposal submittal date is at or before **2:00 p.m., December 18, 2023**.

Offerors are advised of the following:

1. The Scope of Work has been revised and the changes are highlighted in Exhibit A, Revised Scope of Work, attached to this Addendum No. 1.
2. The Proposed Agreement has been revised to add Article 35. Non-Discrimination Clause and Statement of Compliance to Exhibit C, Revised Proposed Agreement, attached to this Addendum No. 1.
3. The interview date has been changed to **January 30, 2024**.
4. A pre-proposal conference will be held both on-site/in-person and via teleconference on November 28, 2023 at 10:00 a.m.

For prospective bidders who wish to join on-site/in-person, the pre-proposal conference will be held at the Authority's Administrative Office, 500 South Main Street, Orange, California, in Conference Room 08.

For prospective bidders who wish to join via teleconference, please join or call-in using the following credentials:

- [Pre-Proposal Conference MS Teams Link](#)
- OR Call-in Number: +1 916-550-9867
- Conference ID: 511 721 125#

The pre-proposal registration sheet is presented as Attachment A and the presentation is presented as Attachment B to this Addendum No. 1. Attendees are advised to complete the registration sheet (Attachment A)

and email it to the undersigned at ideneau@octa.net no later than 5:00 p.m., November 28, 2023.

Offerors are reminded to acknowledge receipt of this Addendum No. 1 in their transmittal letter and Exhibit B, "Price Summary Sheet." All changes addressed in this Addendum No. 1 shall be incorporated into the final Agreement.

Questions regarding this Addendum No. 1 should be directed to the undersigned at ideneau@octa.net.

Sincerely,



Iris Deneau
Senior Contract Administrator
Contracts Administration and Materials Management

REVISED SCOPE OF WORK

Next Safe Travels Education Program (Next STEP)

INTRODUCTION:

The Orange County Transportation Authority (OCTA) will partner with the Orange County Health Care Agency (OCHCA) to administer the Next Safe Travels Education Program (Next STEP) at twenty-five (25) public elementary schools serving disadvantaged communities within Orange County. The Next STEP will engage with local city staff and police departments to successfully promote and leverage the education and encouragement activities for walking and biking in addition to evaluating infrastructure needs at the twenty-five (25) participating schools. Next STEP will serve schools where growth in Safe Routes to Schools (SRTS) activities is desired. A range of Next STEP activities will be offered based on local interest and time availability for assemblies, walk/bike to school day events, training activities directed at both students (during and after school) and families (on nights or weekends).

The project is funded by the California Transportation Commission Active Transportation Program and Regional Early Action Planning Grants of 2021 (REAP 2.0) administered by the Southern California Association of Governments (SCAG). Consultant proposals and supporting documents for the project contract may be subject to audit or review by the California Department of Transportation (Caltrans) or SCAG.

RESPONSIBLE PARTIES:

With the assistance of a consulting firm, OCTA will deliver the Next STEP project. OCTA will manage the procurement of the project and finances for the project (such as Consultant invoicing and progress reporting). OCTA will identify a Project Manager to work collaboratively with a peer from OCHCA.

The project is envisioned as a partnership with OCHCA, and OCHA provides a “SRTS Project Coordinator” to participate in the project. OCHCA will be more than a stakeholder for this project, and the OCTA and OCHCA staff will work collectively to provide direction to the selected Consultant. OCHCA will participate in the project with in-kind staff contributions, but not participate in the financial aspects of administering the grant.

OVERALL PROJECT OBJECTIVES:

- Engage twenty-five (25) public elementary schools countywide
- Provide a range of walking and biking encouragement activities to participating schools
- Provide educational opportunities to the students and family members of participating schools

- Strengthen partnerships with transportation, health, and public safety officials
- Empower school champions to continue SRTS efforts following the project
- Identify potential roadways safety concerns, develop concepts addressing concerns, and improve safety performance overall of roadways surrounding participating schools
- Identify strategies that reduce traffic deaths and serious injuries by encouraging SRTS

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 OCTA to any course of action or enter into any contractual agreement on behalf of OCTA. 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 OCTA personnel, counsel, and management.

TASKS:

TASK 1: Project Initiation and Management

Task 1.1: Project Kick-off Meeting with Consultant

OCTA will hold an initiation meeting with Consultant staff to discuss the project background, goals, schedule, potential Stakeholder Committee members, and coordination with the SCAG.

OCTA and the Consultant staff will discuss administrative items such as communication protocol, meeting frequency, progress reporting, scheduling and invoicing, and other relevant project information. The Consultant shall also develop the initial stakeholder list for discussion at this meeting (See Task 2.1).

The project initiation meeting could include a short-duration administrative meeting with a smaller number of attendees and a subsequent longer-duration initial meeting (likely on the same day) to discuss the project goals and vision in more detail. The Consultant staff will summarize the meeting(s) with key action items identified. SCAG staff will be invited to attend.

Task 1.2: Project Coordination and Team Meetings

OCTA staff will host virtual monthly conference call meetings with the Project Team, consisting of the OCTA Project Manager, OCHCA Project Coordinator, and Consultant Project Manager to ensure effective communication on upcoming tasks and verify the project is proceeding on schedule and within budget.

The Consultant shall develop topics for discussion and provide an online tracking sheet with meeting notes and key actions for viewing by the Project Team. The duration of this project is assumed to be eighteen (18) months.

Task 1.3: REAP 2.0 Performance Metrics

The Consultant Team will work with OCTA staff to develop a methodology to report how the project works towards Regional Early Action Planning (REAP) 2.0 program goals. The Consultant Team will report outcomes for the project based on performance metrics developed.

Task	Deliverable
1.1	<i>Project Initiation Meeting Agenda and Minutes</i>
1.2	<i>Monthly Project Manager Meeting Notes and Action Items</i>
1.3	<i>Report metric outcomes and develop methodology, incorporated into final report</i>

TASK 2: Stakeholder Engagement and Safe Routes School Activities

Task 2.1: Stakeholder Steering Committee Development and Meetings

Next STEP will leverage existing and grow new partnerships among countywide stakeholders to build momentum and sustain efforts to implement SRTS throughout Orange County. A diverse Stakeholder Committee shall guide technical analysis, engage schools and school districts, and help facilitate walk audits and walk-to-school events at schools.

Based on the draft list of stakeholders developed in Task 1.3, the Project Team will establish a Stakeholder Steering Committee to guide implementation of the project. Anticipated involvement in the project by the Stakeholder Committee involve the following:

1. **Advise** the Project Team on effective education, encouragement, and enforcement activities to respond to local schools' interests and abilities to participate in Next STEP.
2. **Identify** opportunities to cross-leverage Next STEP activities with local/regional agency, advocate, and enforcement activities and programs. For example, linking education in schools with law enforcement grants pursued separately for distribution of bike helmets to youth.
3. **Engage** directly with local school champions during the program's implementation aimed at building greater sustainability and continuity after the Next STEP funding is completed.
4. **Provide Feedback** to the program as administration occurs to ensure effective use of grant funds and develop a summary with actionable next STEP identified.

Based on the kick-off meeting discussion of potential stakeholders, the Project Team will assess organizations or representatives for invitation to the Stakeholder Committee. The initial stakeholder list shall include representatives from different agencies within Orange County, potential program implementers, related business, and youth engagement programs. The Consultant Team shall speak with local advocacy groups focused on transportation and related topics to determine interest in participation in the Stakeholder Committee.

In some cases, understanding the stakeholder's potential level of involvement may require a brief interview. The Consultant shall conduct interviews via phone and shall document the results in an Excel database of contacts for future engagement. Stakeholders shall be analyzed by what resources are available, audience reach, and desired role in SRTS implementation.

After assessing potential stakeholders, the Project Team will establish a Stakeholder Committee including those individuals who can best support the project in the four (4) ways outlined above. The Stakeholder Steering Committee shall meet up to six (6) times during the project. The meetings shall be organized and promoted by the Project Team. The Consultant shall prepare content and lead discussions with the Stakeholder Steering Committee covering project initiation, project analysis, prioritization, evaluation of roles and responsibilities, and development of the report action items. The Consultant shall develop a summary of meeting notes shared with OCTA, OCHCA and the Stakeholder Steering Committee.

Task 2.2: School Screening and Selection

The project aims to serve schools in Tier 1 and Tier 2 need category as identified by the OCTA SRTS Action Plan (AP), as well as expressing a desire to participate in Next STEP. The Project Team will seek to ensure that the Next STEP resources are spread throughout Orange County and avoid expending the resources within a concentrated group of communities. The final selection of schools will be determined by utilizing the following criteria to determine participation in the Next STEP program:

1. Identification as a Tier 1 or 2 school in the SRTS AP
2. Local interest from the school with an identified local school champion (faculty members, parents, etc.)
3. Lack of sustained prior SRTS activities at school

Consultant staff will facilitate initial correspondence with schools through an online survey to find willing participating schools for the Next STEP program. The survey will promote the project opportunity and ask questions to address the school selection criteria.

The Consultant shall make use of existing relationships developed by OCTA, OCHCA, advocates, local city staff, and the SRTS Stakeholder Committee to engage with school representatives to determine interest in participation, as well as any existing roadway improvements or projects around potential schools. Methodology used to arrive at the final participating schools roster will be documented and included in the final report.

Task 2.3: Student Travel Tallies and Parent Surveys

The Consultant shall conduct before and after surveys about travel to the school via walking or biking to gather information from students and parents. The survey will collect local perspectives on travel to school to better measure mode split, safety concerns, and identification of interest in education and encouragement activities. The after-surveys would provide a method to identify the activities most enjoyed and document if changes in behaviors and perspectives were observed.

The project will also collect information using the nationally standardized Student Travel Tally and Parent Survey questionnaire. The national tally survey will be collected as typically completed in SRTS projects, and a before and after implementation Next STEP-specific survey will be conducted to evaluate the program's effectiveness.

Task 2.4: City SRTS Committee meetings

The Consultant shall assist in the formation and/or facilitation of city-level SRTS Committees for each city with participating school(s). In some instances, the SRTS Committee may be a new group; in other instances, the SRTS Committee may already be established. Meetings will take place tri-annually during the project in each city with participating schools. These Committees will serve as an advisory group for identifying activities for implementation at each school. The Consultant shall present the range of efforts that can be implemented to determine the level of local interest and capacity to participate. While some schools may be focused on school assemblies, others may be interested in hosting Walk to School Day (WTSD) events and other projects provided SRTS activities. All these activities will be done in coordination with city staff such that they are aware of any activities that extend beyond the purview of the schools.

An outline of committed activities will be defined at each school, and the Consultant shall work to ensure there is an adequate budget within the project to address the participating schools' needs.

Task	Deliverable
2.1	<i>Stakeholder Steering Committee Meetings (Committee Roster, 6 Meetings, and Meetings Notes)</i>
2.2	<i>School Selection (List of Participating Schools)</i>
2.3	<i>School Surveys (Student Travel Tallies and Parent Surveys)</i>
2.4	<i>City SRTS Committee Meetings (Tri-annually at each city with participating schools), agendas and minutes for each meeting</i>

TASK 3: Deliver Safe Routes to School Activities

Task 3.1: Establish Partnerships

As noted in the tasks above, schools will be identified for participation based on the SRTS AP school tiers and local interest. However, the range of activities delivered to each of the twenty-five (25) project schools will vary based on school interest and capacity of the schools, staff, and parents. The Consultant shall implement education and encouragement activities at schools in conjunction with local agency staff, advocacy groups, and other relevant stakeholders.

The participation by third-party groups will also vary based on local resources and interest. For example, some advocacy groups have designated communities where they focus their staff

resources and may not be able to engage in new communities. Based on the outline of committed activities for each school, the Consultant shall work to identify partners that can collaboratively participate and support the Next STEP activities. The Stakeholder Committee will provide input on groups that the Consultant can engage directly and determine the ability to provide effective leveraging of resources. The Consultant shall document the process of partner identification and a final partner roster for inclusion in the final report.

Task 3.2: Collateral Materials

The Consultant shall expand on the existing SRTS materials housed on the OCTA or OCHCA website with useful “how-to” materials and information, guidance, and tips for implementing SRTS activities by local school champions. Where possible, the Consultant shall utilize published materials from previous programs and other programs nationwide that provide guidance and “how-to” tips to implementing education and encouragement activities for youth at schools. The materials will be collected and provided in a library on the website and relevant items will be provided in hard copy format as appropriate to schools and/or local champions.

Items to be collected include fact sheets, guides, manuals, brochures, etc. on relevant topics that would be an effective resource for the audience of Local SRTS Committee members. For example, the California Active Transportation Resource Center (ATRC) has identified a standards-aligned Bicycle & Pedestrian Safety Curriculum that could be posted to the data clearinghouse website.

The Consultant shall revise some of the materials as needed to ensure applicability for Orange County needs. The Project Team will work with the Stakeholder Committee to identify if new content needs to be developed. Revisions or updated content may be needed to reflect language needs, or issues that are school- or area-specific. Collateral materials will be provided in digital format on the website and distributed as needed to the Local SRTS Committee members. Creation of new materials will be consistent with OCTA design and content standards.

Task 3.3: Promotional Materials

The Consultant shall supply items that will be used for education and encouragement activities to promote walking and bicycling. Items may include, but not be limited to, bookmarks, pencils, stickers, coloring books, water bottles, reflective safety items, bike lights, etc. Funding of materials utilized for Next STEP will be based on limitations and allowances identified in the following document:

- *Active Transportation Program: Non-Infrastructure Program Expenditure and Cost Guidance (Effective Date: March 16, 2022)*

As noted in the non-infrastructure program expenditure guide, minor incentives are limited to SRTS K-8 projects and should be used as rewards for program participation, not given to the entire student body/community whether they participate in a non-infrastructure activity or not.

Task 3.4: Education Activities

The Consultant shall be expected to deliver a range of educational activities based on local interests and resources. The goal of the education activities is to deliver safe travel guidance and instruction to an audience of students and parents at the partnering schools. The Consultant shall coordinate education activities with applicable programs led by OCTA or OCHCA.

The following is a draft list with estimated quantities of education activities for delivery to participating schools. The final quantities listed below are estimated and will be revised based on the scale of involvement and capacity at each school:

- Safe walking and bicycling instruction in classrooms or physical education classes at schools. (Estimated quantity: 25 events)
- Safe walking and bicycling assemblies at schools. (Estimated quantity: 25 events)
- Safe walking and bicycling instruction in afterschool programs at schools. (Estimated quantity: 17 events)
- Bike rodeo events at schools. (Estimated quantity: 15 rodeos)
- Family-oriented bike party/rodeo events at schools or local parks. To be coordinated with schools and cities. (Estimated quantity: 7 family rodeos)
- Safety Village (Mock City) safety skills events addressing walking and bicycling behavior at schools with ability to cater to families. (Estimated quantity: 7 events)
- Family workshops for parents and youth to evaluate trip planning and educate safe travel behaviors. (Estimated quantity: 7 events)
- Lesson plans linked by grade for teachers to instruct students about safe walking and bicycling patterns. (Estimated quantity: 10 grade-specific lesson plans)
- Train the Trainer programs for local champions to continue administering SRTS activities after completion of Next STEP. (Estimated quantity: 25 trainings)

The Consultant shall track participation in the various educational activities identified above to evaluate the program's effectiveness. While OCTA and OCHCA will have a role in guiding implementation of the project, the tasks identified will be led by the Consultant with attendance by OCTA and OCHCA where time allows.

Materials utilized for the education activities will be provided in English and translated to one (1) additional language as needed depending on the local school demographics. The Consultant shall provide translation services for in-person meetings, trainings, and events with parents.

Where appropriate, educational activities will be promoted on the project website (primarily the data clearinghouse) on a master calendar of events used to promote Next STEP.

Based on the partnerships with local law enforcement, the Consultant shall look for opportunities to involve public safety representatives in the delivery of the Next STEP education activities. This

scope of work does not assume the REAP 2.0 grant will fund the salary of local law enforcement staff, and participation by public safety representatives is subject to local resources.

Task 3.5: Encouragement Activities

The Consultant shall be expected to deliver a range of encouragement activities based on local interests and resources. The encouragement activities' goal is to show how to facilitate the events and build skills with local champions to facilitate subsequent events once the Next STEP is completed. The audience for encouragement activities includes both students and parents at the partnering schools. The Consultant shall coordinate encouragement activities with key initiatives and activities led nationally or locally, such as International Walk to School Day, or May Bike Month promotions.

The following is a draft list with estimated quantities of encouragement activities for delivery to participating schools. The final quantities listed below are estimated and will be revised based on the scale of involvement and capacity at each school:

- Schools participating in a walking school bus program aimed at students and family members. (Estimated quantity: 25 schools, with estimated 75 events)
- Schools participating in a bicycle train program aimed at family members. (Estimated quantity: 18 schools, with estimated 34 events)
- Designated walk/bike to school encouragement days at schools for participation by youth and families. (Estimated quantity: 25 sessions)
- Training sessions for local champions to host and implement encouragement activities. (Estimated quantity: 35 sessions)
- Poster contests, essay competitions, and other similar activities by students at schools. (Estimated quantity: 17 contests)
- Activity tracking by students traveling to school. (Estimated quantity: 12 tracking programs)

The Consultant shall track completion and participation of the various encouragement activities identified above and discuss with OCTA and OCHCA at monthly meetings to evaluate the program's effectiveness. While OCTA and OCHCA will have a role in guiding implementation of the project, the tasks identified will be led by the Consultant with attendance by OCTA and OCHCA where time allows.

Materials utilized for the encouragement activities will be provided in English and translated to one (1) additional language as needed depending on the local school demographics. The Consultant shall provide translation services for in-person meetings, trainings, and events with parents.

Where appropriate, encouragement activities will be promoted on the project website (primarily the data clearinghouse) on a master calendar of events used to promote Next STEP.

Based on the partnerships with local law enforcement, the Consultant shall look for opportunities to involve public safety representatives in delivery of the STEP encouragement activities.

Task	Deliverable
3.1	<i>Establish Partnerships (List of Partners by School)</i>
3.2	<i>Collateral Materials (Online Clearinghouse of Materials, Printed Materials for Distribution)</i>
3.3	<i>Promotional Materials (Materials for Distribution to Youth/Families)</i>
3.4	<i>Education Activities (Program of Trainings, Assemblies, Workshops)</i>
3.5	<i>Encouragement Activities (Program of Events, Encouragement Days, Contests)</i>

TASK 4: Roadway Safety Audits

Task 4.1: Style Guide

The Consultant shall develop a style guide establishing the color scheme and project logo. The style guide will develop a prototype of key deliverables such as presentations, reports, conceptual plans, and cost estimates for consideration to ensure the final deliverables will have a consistent theme and appearance. A key item to verify is which agency logos will be shown on deliverables such as SCAG, OCTA, and local agencies.

Task 4.2: Scoping Meetings

The Consultant shall convene a stakeholder group consisting of the project team, school, city, California Department of Transportation (Caltrans) (if needed), and any other direct jurisdictional stakeholders to scope the Roadway Safety Audit for each school. Meetings will focus on areas of primary concern around the school, planned or underway improvements, primary walking routes, and any other issues close to the school, and establish a study area for the Roadway Safety Audit.

Task 4.3: Bicycle and Pedestrian Collision Analysis

The Consultant shall gather collision data for bicycles and pedestrians from the previous five (5) years for roadways and intersections within each of the study areas. The Consultant shall evaluate collisions utilizing statewide published collision data affecting people walking, and biking at the project study locations. The collision analysis should evaluate day/night conditions, collision severity, and consider primary collision factors to identify any relevant trends.

Task 4.4: Traffic Counts

The Consultant shall gather vehicle count data for relevant roadways and intersections within the audit study areas. The Consultant shall conduct bicycle and pedestrian counts within the study

area to supplement vehicle count data. The bicycle and pedestrian counts shall occur within the study area for three (3) consecutive weekdays while schools are in session.

Task 4.5: Prepare Base Maps

The Consultant shall coordinate with OCTA, Caltrans, and partner jurisdictions to identify and map existing infrastructure within the study area. Infrastructure identified should include roadway geometry, signals, active transportation infrastructure, etc. Consultant shall provide draft for comments and final version.

Task 4.6: Existing Conditions Memo for Schools

The Consultant shall create an Existing Conditions Memorandum for each school location synthesizing the above sections: crash analysis, traffic volumes, base maps consisting of existing infrastructure collected. Consultant shall provide draft for comments and final version.

Task 4.7: School Walks Audits

The Consultant shall conduct walk audits with the project team and local stakeholders study locations. Staff will visit the site during peak times to evaluate the transportation system and how it is used while students are on the system. The intent of the walk audit is to confirm the findings of the existing conditions assessment as well as discuss, in person, any issues identified with stakeholders in order to strengthen the draft recommendations.

Task 4.8: Conceptual Recommendations

Based on the existing conditions memo, public input, agency staff input, and the audit findings, the Consultant shall develop conceptual infrastructure recommendations for each study area. The recommendations will be prepared using aerial images and linework to illustrate the proposed infrastructure changes and how they will overcome key concerns for students walking and biking within the study areas. The recommendations will be provided to better support future efforts by local agency staff interested in advancing concepts.

The conceptual recommendations will be accompanied by rough cost estimates customized for local market rates for distribution and review by the project team and agency staff. Discussions with the project team and applicable agency staff will help refine the concepts and ensure the countermeasure selection is appropriate for the local jurisdiction.

Based on jurisdictional staff meetings, the draft recommendations and cost estimates will be revised and compiled for inclusion in the summary report.

The cut sheet should be prepared for before and after conditions showing how improvements are implemented to better illustrate conceptually the final outcome into a master cut sheet for each study location. Meetings with agency staff directly to discuss applicable study locations will occur to help with refinement of the recommendations and accounting for local preferences of countermeasure selection.

Based on jurisdictional staff meetings, the draft recommendations and cost estimates will be revised and compiled into a master document for consideration by the consultant team, Caltrans, and OCTA.

Task 4.9 Identify Potential Funding Sources

The Consultant shall review and revise as needed the OCTA master list of funding sources included in documents such as OC Active. Funding recommendations will be provided that highlight the most applicable funding programs such as the Highway Safety Improvement Program, Active Transportation Program, Bicycle Corridor Improvement Program, and other funding programs. The Funding Opportunities memorandum will highlight ways local jurisdictions can strengthen their funding efforts through collaboration or linkage with other efforts.

The Consultant shall identify the key Next STEP for advancing the recommendations to final design and implementation. The list of actions will outline the priority Next STEP, with approximate cost, funding opportunities, lead implementer, partner agencies, and timeline.

The metrics for the action items should be realistic and implementable accounting for local funding and staff resources. The Next STEP should follow the SMART criteria representing Specific, Measurable, Achievable, Relevant, and Timebound.

Task	Deliverable
4.1	<i>Style Guide</i>
4.2	<i>Scoping meeting for each of the twenty-five (25) study locations</i>
4.3-4.5	<i>Draft sections for each of the following: existing plans, crash analysis, traffic volumes, base maps</i>
4.6	<i>Twenty-five (25) Existing Conditions Memos</i>
4.7	<i>Walk audits at each of the twenty-five (25) schools encompassing drop-off and pick-up times</i>
4.8	<i>Conceptual recommendations for each study area</i>
4.9	<i>Funding Strategy for Each School's Recommendation</i>

TASK 5: Final Report

Task 5.1: Draft Report

Consultant shall compile a Draft Report documenting all components of Next STEP. The report shall be focused on evaluating success of the program and documenting the reach of the activities implemented. The report shall serve as the blueprint for recommended future efforts to implement education and encouragement activities in partnership with local law enforcement throughout Orange County. The report shall summarize lessons learned through the process and recommendations for Next STEP. Consultant shall outline how each stakeholder can participate

in continuing the program. The Draft Report shall be a complete summary of the project and shall include:

- Highlights from project meetings and progress reports
- Summary of review of key policies and documents
- Outline of project goals and objectives
- Brief overview of Stakeholder Committee members/member agencies
- Summary of participating schools, and youth/families engaged, and photos from completed education and encouragement activities
- Program evaluation overview and results
- Responsibilities and Next STEP to continue program implementation
- Conclusions and lessons learned.

Draft Report shall be reviewed by OCTA and OCHCA prior to the Stakeholder Committee's review and feedback.

Task 5.2 Final Report

The Draft Report shall be revised based on feedback from the Stakeholder Committee and finalized for distribution to project partners, stakeholders, local jurisdictions, school districts, and others as desired.

Task	Deliverable
5.1	<i>Draft Report Document</i>
5.2	<i>Final Report Document</i>

REVISED PROPOSED AGREEMENT NO. C-3-2896

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective this ____ day of _____, 2024 ("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 deliver the Next Safe Travels Education Program (STEP); 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

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

6 C. This Article shall survive termination or expiration of the Agreement.

7 **ARTICLE 2. AUTHORITY DESIGNEE**

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

10 **ARTICLE 3. SCOPE OF WORK**

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

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

17 **Names**

Functions

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22 C. No person named in paragraph B of this Article, or his/her/their successor approved by
23 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her/their agreed-upon
24 function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY.
25 Should the services of any key person become no longer available to CONSULTANT, the resume and
26 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 upon execution by both parties, and shall continue in full force and effect through_____, 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 firm-fixed price basis in accordance with the following provisions.

B. The following schedule shall establish the firm-fixed payment to CONSULTANT by AUTHORITY for each work task set forth in the Scope of Work. The schedule shall not include any CONSULTANT expenses not approved by AUTHORITY, including, but not limited to reimbursement for local meals.

<u>Tasks</u>	<u>Description</u>	<u>Firm-Fixed Price</u>
1	Project Initiation and Management	\$.00
2	Stakeholder Engagement and Safe Routes to School Activities	\$.00
3	Deliver Safe Routes to School Activities	\$.00
4	Roadway Safety Audits	\$.00
5	Final Report	<u>\$.00</u>
TOTAL FIRM-FIXED PRICE PAYMENT		<u>\$.00</u>

C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. Percentage of work completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by

1 AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to
2 make full payment for any task listed in paragraph B of this Article until such time as CONSULTANT has
3 documented to AUTHORITY's satisfaction, that CONSULTANT has fully completed all work required
4 under the task. AUTHORITY's payment in full for any task completed shall not constitute AUTHORITY's
5 final acceptance of CONSULTANT's work under such task; final acceptance shall occur only when
6 AUTHORITY's release of the retention described in paragraph D.

7 D. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations
8 under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice
9 submitted for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and shall
10 be paid to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless AUTHORITY
11 elects to audit CONSULTANT's records in accordance with Article 16 of this Agreement. If AUTHORITY
12 elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar days of
13 completion of such audit in an amount reflecting any adjustment required by such audit. During the term
14 of the Agreement, at its sole discretion, AUTHORITY reserves the right to release all or a portion of the
15 retained amount based on CONSULTANT's satisfactory completion of certain milestones.
16 CONSULTANT shall invoice AUTHORITY for the release of the retention in accordance with Article 5.

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

- 23 1. Agreement No. C-3-2896;
- 24 2. Specify the task number for which payment is being requested;
- 25 3. The time period covered by the invoice;
- 26 4. Total monthly invoice (including project-to-date cumulative invoice amount); and

1 retention;

2 5. Monthly Progress Report;

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

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

12 8. CONSULTANT shall pay any subcontractors performing work under this
13 Agreement for satisfactorily completed work no later than ten (10) days of receipt of each payment from
14 AUTHORITY. The ten (10) calendar days period is applicable unless a shorter period is required by
15 applicable law.

16 9. Any costs for which CONSULTANT receives reimbursement or credit that is
17 determined by a subsequent audit or other review by either AUTHORITY, the Southern California
18 Association of Governments, the California Department of Housing and Community Development,
19 other State authorities or federal cognizant agency to be ineligible or otherwise unallowable, are to
20 be repaid by CONSULTANT within thirty (30) calendar days of CONSULTANT receiving notice or a
21 written demand for reimbursement from AUTHORITY. Such repayment may include interest,
22 penalties, or related fees, as determined by the California Department of Housing and Community
23 Development or other State authorities. Should CONSULTANT fail to reimburse unallowable costs
24 due to AUTHORITY within fifteen (15) calendar days of demand, or within such other period as may
25 be agreed between both parties hereto, AUTHORITY is authorized to withhold and/or off-set future
26 payments to CONSULTANT. CONSULTANT agrees to include these requirements in all of its

subcontracts.

10. Any travel expenses and per diem rates are not to exceed the rates specified by the State of California Department of Human Resources for similar employees (i.e., non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to CONSULTANT at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process, which can be found at the following link: http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm. Also see the link for a summary of travel reimbursement rules. CONSULTANT agrees to include these requirements in all of its subcontracts.

11. CONSULTANT agrees to submit all invoices to AUTHORITY for services rendered through June 30th no later than _____ during the term of this Agreement. AUTHORITY shall not be obligated to pay CONSULTANT for any invoice received after such date.

ARTICLE 6. MAXIMUM OBLIGATION

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 _____ Dollars (\$_____.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:

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To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Iris Deneau

Title:

Title: Senior Contract Administrator

Phone:

Phone: (714) 560 - 5786

Email:

Email: ideneau@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

A. CONSULTANT's relationship to AUTHORITY and the Southern California Association of Governments 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.

C. CONSULTANT agrees to include these requirements in all of its subcontracts.

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

1 provisions. CONSULTANT shall provide the following insurance coverage:

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

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

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

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

12 5. Professional Liability with minimum limits of \$1,000,000 only if CONSULTANT is
13 required by contract or law to be licensed or specially certified and AUTHORITY is relying on performance
14 based on that specialty license or certification.

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

23 C. CONSULTANT shall include on the face of the certificate of insurance the
24 Agreement No. C-3-2896 and, the Senior Contract Administrator's Name, Iris Deneau.

25 D. CONSULTANT shall also include in each subcontract, the stipulation that subconsultants shall
26 maintain insurance coverage in the amounts required of CONSULTANT as provided in the Agreement.

1 Subconsultants will be required to include AUTHORITY as additional insureds on the Commercial
2 General Liability, and Auto Liability insurance policies.

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

5 F. This Article shall survive termination or expiration of the Agreement.

6 G. CONSULTANT agrees to include these requirements in all of its subcontracts.

7 **ARTICLE 10. ORDER OF PRECEDENCE**

8 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

9 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 3-2986;
10 (3) CONSULTANT's proposal dated _____; (4) all other documents, if any, cited herein or
11 incorporated by reference.

12 **ARTICLE 11. CHANGES**

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

21 **ARTICLE 12. DISPUTES**

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

1 final and conclusive administrative decision.

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

7 C. If AUTHORITY is required to arbitrate a dispute with the Southern California Association of
8 Governments related to this Agreement in any way, CONSULTANT may be subject to and shall
9 participate in said arbitration as directed by AUTHORITY. A judgment upon the award rendered by
10 arbitration may be entered into any court having jurisdiction thereof. The arbitration panel shall have
11 the authority to grant any remedy or relief that would have been available to the parties had the
12 matter been heard in a court of law. Following arbitration, the arbitration panel shall prepare a written
13 decision containing the essential findings and conclusions on which the award is based so as to
14 ensure meaningful judicial review of the decision. All expenses and fees for the arbitrator and
15 expenses for hearing facilities and other expenses of arbitration shall be borne equally by the parties
16 unless they agree otherwise or unless the arbitrator in the award assesses such expenses against
17 one of the parties or allocates such expenses other than equally between the parties. Either party
18 may bring an action in court to enforce an arbitration award. CONSULTANT agrees to include this
19 provision in all of its subcontracts.

20 D. This Article shall survive termination or expiration of the Agreement.

21 **ARTICLE 13. TERMINATION**

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

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

11 **ARTICLE 14. INDEMNIFICATION**

12 CONSULTANT shall indemnify, defend and hold harmless AUTHORITY, the Southern California
13 Association of Governments, and their respective officers, directors, employees and agents (indemnities)
14 from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or
15 settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property
16 caused by the negligent acts, omissions or willful misconduct by CONSULTANT, its officers, directors,
17 employees, agents, subconsultants or suppliers in connection with or arising out of the performance of
18 this Agreement. This Article shall survive termination or expiration of the Agreement. CONSULTANT shall
19 include these requirements in all of its subcontracts.

20 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

26 B. AUTHORITY hereby consents to CONSULTANT's subcontracting portions of the Scope of

1 Work to the parties identified below for the functions described in CONSULTANT's proposal.
2 CONSULTANT shall include in the subcontract agreement the stipulation that CONSULTANT, not
3 AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the
4 subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors,
5 employees or sureties for nonpayment by CONSULTANT.

6 **Subcontractor Name/Addresses**

Subcontractor Amounts

7 \$.00

8 \$.00

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

10 CONSULTANT shall provide AUTHORITY, the Southern California Association of
11 Governments, the California Department of Housing and Community Development, the California
12 Department of General Services, the California Bureau of State Audits, or their designated
13 representatives, such access to CONSULTANT's accounting books, records, payroll documents and
14 facilities, as AUTHORITY deems necessary. CONSULTANT shall maintain such books, records, data
15 and documents in accordance with generally accepted accounting principles and shall clearly identify
16 and make such items readily accessible to such parties during CONSULTANT's performance
17 hereunder and for a period of five (5) years after December 31, 2026. If any litigation, claim,
18 negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the
19 required record retention period, all records shall be retained by CONSULTANT and any
20 subcontractors for five (5) years after: (a) the conclusion or resolution of the matter; (b) the date an
21 audit resolution is achieved for each annual Southern California Association of Governments Overall
22 Work Plan; or (c) December 31, 2026, whichever is later. AUTHORITY's right to audit books and
23 records directly related to this Agreement shall also extend to all first-tier subcontractors identified in
24 Article 15 of this Agreement. CONSULTANT shall permit any of the foregoing parties to reproduce
25 documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.
26 This Article shall survive termination or expiration of the Agreement. CONSULTANT agrees to include

these requirements in all of its subcontracts.

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, CONSULTANT is unable, or potentially unable, to render impartial assistance or advice to AUTHORITY; CONSULTANT's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose to AUTHORITY in writing Conflict of Interest issues as soon as they are known to 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 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 AUTHORITY's Clerk of the Board disclosing all required financial interests.

C. This Article shall survive termination or expiration of the Agreement.

D. CONSULTANT agrees to include these requirements in all of its subcontracts.

ARTICLE 18. CODE OF CONDUCT

CONSULTANT agrees to comply with AUTHORITY's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. 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.

ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS

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. This Article shall survive termination or expiration of the Agreement. CONSULTANT agrees to include these requirements in all of its subcontracts.

ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY

A. 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.

B. CONSULTANT shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in this Agreement to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR § 92.351.

C. This Article shall survive termination or expiration of the Agreement.

D. CONSULTANT agrees to include these requirements in all of its subcontracts.

ARTICLE 22. PROHIBITED INTERESTS

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.

/

ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS

A. The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made for 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.

D. This Article shall survive termination or expiration of the Agreement.

E. CONSULTANT agrees to include these requirements in all of its subcontracts.

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

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

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

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

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

1 to the provisions of the Freedom of Information Act, 5 USC 552.

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

9 C. This Article shall survive termination or expiration of the Agreement.

10 D. CONSULTANT shall include these requirements in all of its subcontracts.

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

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

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

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

23 **ARTICLE 28. FORCE MAJEURE**

24 Either party shall be excused from performing its obligations under this Agreement during the time
25 and to the extent that it is prevented from performing by an unforeseeable cause beyond its control,
26 including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products,

1 plants or facilities by the federal, state or local government; national fuel shortage; or a material act or
2 omission by the other party; when satisfactory evidence of such cause is presented to the other party,
3 and provided further that such nonperformance is unforeseeable, beyond the control and is not due to
4 the fault or negligence of the party not performing.

5 **ARTICLE 29. RECYCLING CERTIFICATION**

6 A. CONSULTANT shall certify in writing under penalty of perjury, the minimum, if not exact,
7 percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products,
8 materials, goods, or supplies offered or sold to AUTHORITY or the Southern California Council of
9 Governments regardless of whether the product meets the requirements of Public Contract Code Section
10 12209. With respect to printer or duplication cartridges that comply with the requirements of Section
11 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub.
12 Contract Code § 12205).

13 B. This Article shall survive termination or expiration of the Agreement.

14 C. CONSULTANT agrees to include these requirements in all of its subcontracts.

15 **ARTICLE 30. ANTITRUST CLAIMS**

16 A. CONSULTANT agrees to comply with Government Code Sections 4550-4554.

17 B. This Article shall survive termination or expiration of the Agreement.

18 C. CONSULTANT agrees to include these requirements in all of its subcontracts.

19 **ARTICLE 31. CHILD SUPPORT COMPLIANCE ACT**

20 A. If the Maximum Payment Obligation exceeds \$100,000, CONSULTANT acknowledges in
21 accordance with Public Contract Code 7110, that:

22 1. CONSULTANT recognizes the importance of child and family support obligations
23 and shall fully comply with all applicable state and federal laws relating to child and family support
24 enforcement, including, but not limited to, disclosure of information and compliance with earnings
25 assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of
26 the Family Code; and

1 2. CONSULTANT, to the best of its knowledge is fully complying with the
2 earnings assignment orders of all employees and is providing the names of all new employees to
3 the New Hire Registry maintained by the California Employment Development Department.

4 B. This Article shall survive termination or expiration of the Agreement.

5 C. CONSULTANT agrees to include these requirements in all of its subcontracts.

6 **ARTICLE 32. PRIORITY HIRING CONSIDERATIONS**

7 A. If Maximum Payment Obligation includes services in excess of \$200,000, CONSULTANT
8 shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified
9 recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract
10 Code Section 10353.

11 B. This Article shall survive termination or expiration of the Agreement.

12 C. CONSULTANT agrees to include these requirements in all of its subcontracts.

13 **ARTICLE 33. LOSS LEADER**

14 A. If this Agreement involves the furnishing of equipment, materials, or supplies then the
15 following statement is incorporated: It is unlawful for any person engaged in business within this state to
16 sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and
17 Professions Code. (Public Contract Code § 10344(e).)

18 B. This Article shall survive termination or expiration of the Agreement.

19 C. CONSULTANT agrees to include these requirements in all of its subcontracts.

20 **ARTICLE 34. GOVERNING LAW**

21 This Agreement shall be governed by and construed in accordance with the laws of the State of
22 California. Unless otherwise required by the funding source, venue for any action arising from this
23 Agreement shall be Orange County, California. This Article shall survive termination or expiration of the
24 Agreement.

25 **ARTICLE 35. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

26 During the performance of this Agreement, CONSULTANT, for itself, its assignees and successors

1 in interest agree as follows:

2 A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under
3 penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt,
4 complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title
5 2, California Code of Regulations, Section 8103.

6 B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not
7 deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin,
8 ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex,
9 gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor
10 shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for
11 employment because of race, religious creed, color, national origin, ancestry, physical disability, mental
12 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
13 expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants
14 shall ensure that the evaluation and treatment of their employees and applicants for employment are free
15 from such discrimination and harassment.

16 C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment
17 and Housing Act (Government Code Section 12990 et seq.), the applicable regulations promulgated there
18 under (Title 2 of the California Code of Regulations (CCR) Section 11000 et seq.), the provisions of
19 Government Code Sections 11135-11139.5, and the regulations or standards adopted by AUTHORITY
20 to implement such article. The applicable regulations of the Fair Employment and Housing Commission
21 implementing Government Code Section 12990 (a-f), set forth in 2 CCR Section 8100-8504, are
22 incorporated into this Agreement by reference and made a part hereof as if set forth in full.

23 D. CONSULTANT shall permit access by representatives of the Department of Fair Employment
24 and Housing (Department) and the AUTHORITY upon reasonable notice at any time during the normal
25 business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records,
26 accounts, and all other sources of information and its facilities as said Department or AUTHORITY shall

1 require to ascertain compliance with this clause.

2 E. CONSULTANT and its subconsultants shall give written notice of their obligations under this
3 clause to labor organizations with which they have a collective bargaining or other Agreement.

4 F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause
5 in all subcontracts to perform work under this Agreement.

6 G. CONSULTANT, with regard to the work performed under this Agreement, shall act in
7 accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.). Title VI provides
8 that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which
9 no person in the United States shall, on the basis of race, color, national origin, religion, sex, age,
10 disability, be excluded from participation in, denied benefits of or subject to discrimination under any
11 program or activity by the recipients of federal assistance or their assignees and successors in interest.

12 H. CONSULTANT shall comply with regulations relative to nondiscrimination in federally-
13 assisted programs of the U.S. Department of Transportation (49 CFR Part 21 – Effectuation of Title VI of
14 the 1964 Civil Rights Act). Specifically, CONSULTANT shall not participate either directly or indirectly in
15 the discrimination prohibited by 49 CFR Section 21.5, including employment practices and the selection
16 and retention of subconsultants.

17 I. This Article shall survive termination or expiration of the Agreement.

18 J. CONSULTANT agrees to include these requirements in all of its subcontracts.

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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-3-2896 to be
2 executed as of the date of the last signature below.

3 **CONSULTANT**

4 By: _____

5 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

6 By: _____

7 Darrell E. Johnson
8 Chief Executive Officer

9 **APPROVED AS TO FORM:**

10 By: _____

11 James M. Donich
12 General Counsel

13 **APPROVED BY:**

14 By: _____

15 Kia Mortazavi
16 Executive Director, Planning

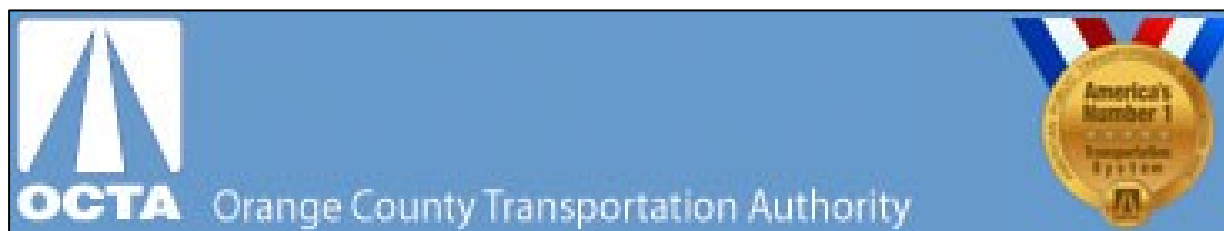
PRE-PROPOSAL CONFERENCE REGISTRATION**OCTA** RFP #: 3-2896

Date: November 28, 2023

Title: Next Safe Travels Education Program

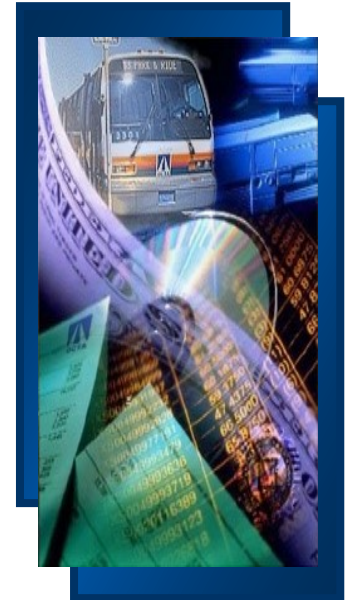
1. Company Name: _____
Attendee: _____
Address: _____
City, State Zip: _____
Phone Number: (_____) _____ Registered on CAMM NET? ☐ Yes ☐ No
Prime ☐ Sub ☐ DBE ☐
E-Mail Address: _____
-
2. Company Name: _____
Attendee: _____
Address: _____
City, State Zip: _____
Phone Number: (_____) _____ Registered on CAMM NET? ☐ Yes ☐ No
Prime ☐ Sub ☐ DBE ☐
E-Mail Address: _____
-
3. Company Name: _____
Attendee: _____
Address: _____
City, State Zip: _____
Phone Number: (_____) _____ Registered on CAMM NET? ☐ Yes ☐ No
Prime ☐ Sub ☐ DBE ☐
E-Mail Address: _____

Pre-Proposal Conference for RFP 3-2896: Next Safe Travels Education Program



Agenda

- Introductions
- Safety/Emergency Evacuation
- Online Business and Networking Tools
- Key Procurement Information and Dates
- Review of RFP Documents
- Scope of Work
- Questions and Answer



CAMM NET Registration

Why register on CAMM NET?

<https://cammnet.octa.net/>

- To receive e-mail notifications of Solicitations, Addenda, and Awards
- View and update your vendor profile
- Required for Award

Online Business & Networking Tools

- CAMM NET Connect
 - <https://www.facebook.com/CammnetConnect>
- Working with OCTA
 - <https://cammnet.octa.net/about-us/working/>
- Planholder's List
 - <https://cammnet.octa.net/procurements/planholders-list-selection/>

Vendor Video Training

- How to Submit a Responsive Proposal to an RFP
- Developing a Winning Proposal
 - Both videos available at: <https://cammnet.octa.net/vendor-training/>

Key Procurement Dates

Written Questions Due:

December 1, 2023

OCTA Responds:

December 7, 2023

Proposals Due:

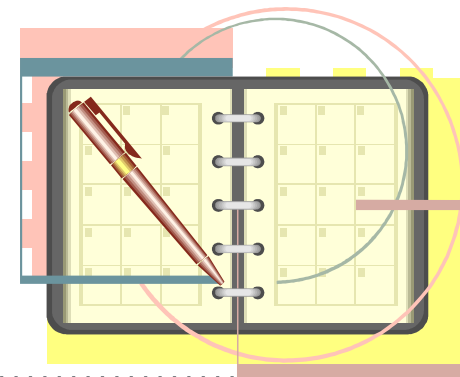
December 18, 2023, 2:00 PM

Interviews:

January 30, 2024 (note date change)

Board of Directors:

April 8, 2024



Key Procurement Information

- All questions/contact with Authority staff should be directed to Iris Deneau, Senior Contract Administrator
- Next Addendum will contain a copy of the Pre-Proposal sign-in sheet
- Award based on prime-sub relationship, not joint ventures
- Contract term is for a two-year term

Guidelines for Written Questions

- Questions must be submitted directly to Iris Deneau, Senior Contract Administrator, in writing, by: **December 1, 2023, 5:00 p.m.**
- E-mail recommended: idenneau@octa.net
- Any changes Authority makes to procurement documents will be by written addenda only
- Addenda will be issued via CAMM NET
- Today's verbal discussions are non-binding

Next...
Proposal Instructions

Followed by...
Review of Scope of Work

Proposal Submittal Instructions

- Proposals are due by 2:00 p.m., December 18, 2023
- Proposals are to be submitted electronically as specified in the RFP
- The link has an upload file size limit of 80MB
- The Authority will not accept hard copy proposals for this RFP

Proposal Submittal Instructions (continued)

- Authority has the right to:
 - accept or reject any and all proposals;
 - withdraw or cancel the RFP;
 - postpone proposal opening for its own convenience.
- Proposals received are considered public information
- Proposals are not to be copyrighted

Proposal Content

- Letter of Transmittal
- Technical Proposal
 - a) Qualifications, related experience and references of Offeror
 - b) Proposed staffing and project organization
 - c) Work plan
 - d) Cost and price
 - e) Exceptions / Deviations (Technical vs. Contractual)

Proposal Content (continued)

Forms:

- Exhibit D – Status of Past and Present Contracts Form
- Exhibit E – Campaign Contribution Disclosure Form
- Exhibit F – Level 1 Safety Specifications (not submitted with proposal)
- Exhibit G – Proposal Exceptions and/or Deviations

Note: Forms excluded from 50-page proposal limit.

Proposal Content (continued)

- Cost and Price Proposal – Exhibit B
 - Offeror shall submit proposed pricing to provide services described in Exhibit A, Scope of Work
 - Offerors shall complete and sign the “Price Summary Sheet” form included with this RFP

Evaluation and Award

- All proposals, timely received, will be evaluated using the following evaluation criteria:

Qualifications of the firm	20%
Staffing and project organization	25%
Work plan	30%
Cost & Price	25%

- Evaluation Committee comprised of internal OCTA staff and external members

Evaluation and Award (continued)

- “Short-Listed” firms will be invited to interview
- Interviews are scheduled for **January 25, 2024**
- Offerors are requested to keep this date available

Award

- Award Process

- Evaluation Committee recommends highest ranking Offeror to the Regional Transportation Planning (RTP) Committee
- The RTP Committee makes recommendation to Board of Directors (BOD)
- BOD may accept/reject staff's recommendation
- All firms submitting a proposal will be notified of award via CAMM NET

Proposed Agreement

- Proposed Agreement
 - Please review the Proposed Agreement (Exhibit C) so you are aware of the contractual requirements of the solicitation
- Exceptions
 - Any exceptions/deviations must be identified in Exhibit G – Proposal Exceptions and/or Deviations Form and submitted with the proposal



Proposed Agreement

- Offerors are encouraged to review:
 - Article 3 - Scope of Work
 - Article 4 - Term of Agreement
 - Article 5 - Payment (Firm-Fixed)
 - Article 6 - Maximum Obligation
 - Article 9 - Insurance

Scope of Work

Peter Sotherland
Project Manager

Project Overview and Scope of Work

Overview

- OCTA received a Regional Early Action Planning (REAP) 2.0 Grant and Active Transportation Program (ATP) Cycle 6 grant totaling \$2.1 million to complete the Next STEP project.
- Includes both a non-infrastructure and an infrastructure evaluation component
- Project has its basis in the Safe Routes to School Action Plan (2021)
- Project will be managed by OCTA in partnership with OCHCA
- There will be an addendum with some minor clarifications within the scope

Primary Scope Components

- Task 1 – Project Management
- Task 2 – Stakeholder Engagement and SRTS Coordination
 - Focus on interfacing with stakeholders and recruiting participants
- Task 3 – Deliver SRTS Activities
 - Focus on providing SRTS programming at participating schools
- Task 4 – Roadway Safety Audits
 - Focus on evaluating existing infrastructure and developing recommended improvements
- Task 5 – Final Report
 - Final report for each funding type will be required

Key Challenges

- Timing
 - REAP 2.0 funds must be expended by 11/30/2025 (\$1.25 million)
 - ATP Cycle 6 funds have a longer timeline (\$850,000)
 - Reporting requirements for each grant program
 - Performance metrics required for REAP 2.0 portion of the project
- Coordination
 - Infrastructure evaluation
 - School/city recruitment

- Questions?



- Reminder.... Proposals are due @ 2:00 pm on December 18, 2023
- Please complete registration sheet
- Please register on CAMM NET
- Thank you for your interest in OCTA!