

**REQUEST FOR PROPOSALS (RFP) 4-2218**

# **UNIFORM RENTAL AND MAT CLEANING SERVICES**



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

## **Key RFP Dates**

<b>Issue Date:</b>	<b>May 16, 2024</b>
<b>Pre-Proposal Conference Date:</b>	<b>May 21, 2024</b>
<b>Question Submittal Date:</b>	<b>May 23, 2024</b>
<b>Proposal Submittal Date:</b>	<b>June 4, 2024</b>
<b>Interview Date:</b>	<b>June 18, 2024</b>

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May 16, 2024

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

**RFP 4-2218: "UNIFORM RENTAL AND MAT CLEANING SERVICES"**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites proposals from qualified contractors to provide uniform rental and mat cleaning services.

The contract resulting from this procurement will be for a three-year term. The total budget for this project is anticipated to be approximately \$355,450 .

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

**Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of 2:00 p.m. on June 4, 2024. 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 4-2218**" 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 4-2218, firms and subcontractors must be registered on CAMM NET with the following commodity code for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Services (General)	Uniform - Rental & Sales
Facility; Equipment, Supplies	Floor Covering
	Janitorial - Cleaning Equipment

A pre-proposal conference will be held both on-site/in-person and via teleconference on May 21, 2024, at 1:30 p.m.

For prospective Offerors who wish to join on-site/in-person, the pre-proposal conference will be held at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 102.

Prospective Offerors not attending in-person may join or call-in using the following credentials:

1. [\*\*Pre-Proposal Conference MS Teams Link\*\*](#)  
Meeting ID: 227 386 545 587  
Passcode: 4Qa7F2
2. **Dial in by phone**  
[+1 916-550-9867,,831295802#](#) United States, Sacramento  
Phone conference ID: 831 295 802#

All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established June 18, 2024, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

**SECTION I: INSTRUCTIONS TO OFFERORS**

## **SECTION I. INSTRUCTIONS TO OFFERORS**

### **A. PRE-PROPOSAL CONFERENCE**

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For prospective Offerors who wish to join on-site/in-person, the pre-proposal conference will be held at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 102.

Prospective Offerors not attending in-person may join or call-in using the following credentials:

1. **Pre-Proposal Conference MS Teams Link**

Meeting ID: 227 386 545 587

Passcode: 4Qa7F2

2. **Dial in by phone**

+1 916-550-9867,,831295802# United States, Sacramento

Phone conference ID: 831 295 802#

All prospective Offerors are encouraged to attend the pre-proposal conference.

### **B. EXAMINATION OF PROPOSAL DOCUMENTS**

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

### **C. ADDENDA**

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

**D. AUTHORITY CONTACT**

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

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

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

**E. CLARIFICATIONS**

**1. Examination of Documents**

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

**2. Submitting Requests**

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and received via e-mail at sding@octa.net no later than 5:00 p.m., on May 23, 2024.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 4-2218" in the subject line of the e-mail. The Authority is not responsible for failure to respond to a request that has not been labeled as such.



### 3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than May 28, 2024. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

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

<u>Category:</u>	<u>Commodity:</u>
Services (General)	Uniform - Rental & Sales
Facility; Equipment, Supplies	Floor Covering
	Janitorial - Cleaning Equipment

Inquiries received after 5:00 p.m. on May 23, 2024 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 June 4, 2024. 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 4-2218**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

### 2. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror

responding to this RFP.

- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

**G. PRE-CONTRACTUAL EXPENSES**

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

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

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

**H. JOINT OFFERS**

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

**I. TAXES**

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

**J. PROTEST PROCEDURES**

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

**K. CONTRACT TYPE**

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a time-and-expense price contract specifying firm-fixed unit price for work specified in the Scope of Work, included in the RFP as Exhibit A. This contract will have a three-(3) year contract term.

**L. CONFLICT OF INTEREST**

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

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

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

**M. CODE OF CONDUCT**

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

**N. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT**

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

public information. Offerors are discouraged from marking their proposal documents as “confidential” or “proprietary.”

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

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

**O. STATEMENT OF ECONOMIC INTERESTS**

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

**SECTION II: PROPOSAL CONTENT**

## **SECTION II. PROPOSAL CONTENT**

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

#### **1. Format**

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

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

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

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

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

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

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

projects; method by which the Offeror will manage the project; key personnel; and supportive client references.

Offeror to:

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

**b. Proposed Staffing and Project Organization**

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

Offeror to:

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



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

**d. Exceptions/Deviations**

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

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

**4. Cost and Price Proposal**

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

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

## **5. Appendices**

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

## **B. FORMS**

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

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

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

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

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

**SECTION III: EVALUATION AND AWARD**

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

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

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

- 1. Qualifications of the Firm 25%**  
  
 Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
- 2. Staffing and Project Organization 15%**  
  
 Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
- 3. Work Plan 30%**  
  
 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Cost and Price 30%**  
  
 Reasonableness of rates for services and items described in the Scope of Work, Exhibit A; competitiveness with other offers received; adequacy of data in support of figures quoted.

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

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established June 18, 2024, as the date to conduct interviews. All prospective Offerors are asked to keep this date available.

No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

At the conclusion of the evaluation process, the evaluation committee will recommend to Authority's management the Offeror whose proposal is most advantageous to the Authority.

**C. AWARD**

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

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

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

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

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

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

**EXHIBIT A: SCOPE OF WORK**

**SCOPE OF WORK**

**Uniform Rental and Mat Cleaning Services**

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## **1. GENERAL**

The Orange County Transportation Authority (OCTA) requires the services of Contractor for the rental and cleaning of uniforms and mats. There are approximately one hundred fifty-seven (157) Maintenance employees, eighteen (18) Vehicle Maintenance Supervisors and Facility Maintenance Supervisors, eighteen (18) Facility Maintenance Employees, twenty-four (24) Materials Management employees and six (6) Print Shop and General Services Employees across six (6) OCTA locations.

Twice per year (February, and October), the union member employees participate in a major job bid that results in location changes/transfers for approximately one fifth (1/5) of the union members. The bids take place ten (10) calendar days prior to the actual transfer date. Occasionally, a mini-bid is also necessary, which may require transferring one or more employees to another location. A list of employees will be provided to the Contractor by OCTA prior to changes occurring.

## **2. UNIFORM REQUIREMENTS**

### **2.1. Overall**

- 2.1.1. Each employee requires eleven (11) sets of rental uniforms: five (5) sets in the laundry, five (5) sets cleaned/delivered, and wearing one (1) set. Employees may choose all coveralls, all sets of pants and shirts or a combination thereof. One (1) set equals one (1) blouse or shirt (long sleeves, short sleeves, or a combination of both) and one (1) pair of slacks, one (1) pair of pants or one (1) coverall.
- 2.1.2. All employees shall be provided brand new rental uniforms at contract inception. Upon contract award, the Contractor shall supply forms and personnel to each base facility to measure OCTA employees for uniforms. A list of employees shall be created, and the employees shall sign off on the requested uniforms and verify the size recorded on the list. A copy of the list shall be provided to the designated OCTA project manager. Base shift hours are as follows:
  - 5:55 a.m. – 2:25 p.m.
  - 2:00 p.m. – 10:30 p.m.
  - 6:00 p.m. – 2:30 a.m.
  - 10:00 p.m. – 6:30 a.m.
- 2.1.3. Contractor shall supply nametags on all uniforms except on the Supervisor's uniforms. Nametags shall be oval or rectangular shaped and finished with blue thread on all sides. The nametags shall be on the upper right-hand side of the shirtfront and the OCTA logo patch shall be on the left side. The Contractor shall supply OCTA blue and white logo patch. The logo patch will be 2-1/4" x 2-1/2".
- 2.1.4. Contractor shall label/tag each garment with a unique garment identification number, the employees' name, employee number and location to assist in proper identification and location. The label/tag shall also include a BAR or QR code that corresponds to the unique garment identification number.

- 2.1.5. A complete list of all uniforms assigned to each employee shall be provided to the OCTA project manager. The list shall include employee name, assigned location, description and unique garment identification code or number.
- 2.1.6. As new employees are hired at OCTA, they shall receive new complete rental uniforms of eleven (11) sets or a combination of sets and coveralls at one time.
- 2.1.7. There shall be a maximum of three (3) shop coats per person for the Supervisors and Materials Management employees.
- 2.1.8. OCTA will not accept male-cut clothing for female employees.
- 2.1.9. Acceptable uniform brand is Red Kap or approved equal.

## **2.2. Maintenance and Print Shop/General Services Work Uniforms – Standard**

### **2.2.1. Female**

#### Blouses

- Light Blue
- 65% polyester or Dacron: 35% cotton or 100% cotton
- Long and Short sleeves
- Two front pockets

#### Slacks

- Navy Blue
- 65% polyester or Dacron: 35% cotton
- Two front pockets

#### Coveralls

- Postman Blue
- 65% polyester or Dacron: 35% cotton or 100% cotton, heavy duty
- Long sleeves
- Front zipper closure

### **2.2.2. Male**

#### Shirts

- Light Blue
- 65% polyester or Dacron: 35% cotton or 100% cotton
- Long and Short sleeves
- Two front pockets

#### Pants

- Navy Blue
- 65% polyester or Dacron: 35% cotton
- Jeans cut and regular work pants available
- Two front pockets and two back pockets
- Front zipper

Coveralls

- Postman Blue
- 65% polyester or Dacron: 35% cotton or 100% cotton, heavy duty
- Long sleeves
- Front zipper closure

**2.3. Supervisors**

Supervisor uniforms shall be treated as executive uniforms. They shall be cleaned, pressed, and returned appropriately. They are not laundered and handled with the maintenance employee uniforms to prevent grease, dirt, and grime from being transferred to them during the laundering process.

OCTA has approximately eighteen (18) Vehicle Maintenance and Facilities Maintenance supervisors, and three (3) Materials Management supervisors. Each employee shall receive eleven (11) sets and an option for three (3) shop coats. Each set to consist of the following:

**2.3.1. Female**

Blouses

- Combination of both white and blue
- Permanent press
- Long and Short sleeves
- Single or two front pockets

Slacks

- Combination of dark gray, black, blue, or khaki
- Premium twill consisting of Dacron/cotton blend or Wool and cotton blend
- Two front pockets and two rear pockets
- Front or side zipper closure

Shop Coats

- Postman Blue, black, dark gray or khaki
- 65% polyester 35% cotton or 100% cotton, heavy duty
- Long sleeves
- Front pockets
- Snap or button fronts

**2.3.2. Male**

Shirts

- Combination of both white and light blue (Maintenance)
- Combination of blue with white stripe (Facilities and Materials Maintenance)
- Permanent press
- Long and Short sleeves
- Single or two (2) front pockets

Pants

- Combination of dark gray, black blue, or khaki
- Premium twill consisting of Dacron/cotton blend or Wool and cotton blend
- Two (2) front pockets and two (2) rear pockets
- Front zipper

Shop Coats

- Postman Blue, black, dark gray or khaki
- 65% polyester 35% cotton or 100% cotton, heavy duty
- Long sleeves
- Front pockets
- Snap or button fronts

**2.4. Facilities Maintenance Employees**

Approximately eighteen (18) Facility Maintenance employees require a blue shirt with white stripes. Additionally, two (2) more sets of uniforms for each Facility Maintenance employees are required to be Fire Resistant (FR) uniforms for a total of thirteen (13) sets.

Thirteen (13) facility maintenance technicians require blue and white stripe shirts and five (5) require gray and white striped shirts.

**2.5. Materials Management Employees**

Approximately nineteen (19) Materials Management employees will require an Oxford style white shirt with blue stripes.

**2.6. Floor Mats**

All floor mats and scraper mats shall be provided by the Contractor. Contractor shall pick up mats only when requested by OCTA. The following is a breakdown of size safety mats presently furnished to OCTA and spread throughout the Garden Grove and Santa Ana Base locations:

3' x 5'              4' x 6'              3' x 10'

These mats are distributed at various locations and shall meet but not be limited to the following requirements:

- Upscale fabric edge with rubber reinforced pattern.
- Traps dirt and water
- Non-skid all-rubber backing

The acceptable brands for mats are Milliken, Mountain Mills, Mountville, and Green impression, or approved equal.

Mats shall meet all applicable safety standards. A combination of different types of mats will be required.

### **3. LOCATIONS**

The following are the current applicable OCTA facility locations.

- Santa Ana - 4301 West MacArthur Blvd. Santa Ana, CA 92704
- Garden Grove Base – 11790 Cardinal Circle, Garden Grove, CA 92843
- OCTA Administrative Building – 600 South Main Street, Orange, CA 92868
- Irvine Base 7, Sand Canyon - 6671 Marine Way, Irvine, CA 92618
- Anaheim – 1717 E. Via Burton, Anaheim, CA 92806
- Irvine Base 2, Construction Circle - 16281 Construction Circle West, Irvine, CA 92606

### **4. WORK PLAN**

The following guidelines shall represent minimum uniform rental and cleaning expectations:

#### **4.1. Deliveries/Pick-ups**

- 4.1.1. Deliveries shall be made weekly on the same day of pick-up to all Maintenance locations, and preferably by the same delivery person. Delivery to the Print Shop/General Services (OCTA Administrative Building) can be on a different day.
- 4.1.2. All garments shall be cleaned, individually pressed to ensure a quality finish, and delivered on hangers by the Contractor, on the designated garment racks. Contractor shall supply the racks or carts.
- 4.1.3. If a garment is picked-up, it shall be delivered back to the same location the following week.

#### **4.2. Damage due to Abuse**

- 4.2.1. Damage due to abuse will be charged to OCTA and these charges will be calculated on the prorated basis. A report of damaged uniforms shall be attached to the damage invoice.
- 4.2.2. Damaged uniform replacement shall be on a prorated cost basis as follows:
  - Uniforms ½ year - 1 year old will be paid 80% of the new cost
  - Uniforms 1-2 years old will be paid 60% of new cost
  - Uniforms 2-3 years old will be paid 30% of new cost
- 4.2.3. Uniforms less than ½ year old that are damaged by OCTA employees will be paid for 100%.

#### **4.3. Defective Garments**

- 4.3.1. Defective garments due to shrinkage, defective seams or fastening devices and zippers that are defective shall be replaced at no charge with new garments.

#### **4.4. Replacement Garments**

- 4.4.1. All replacement garments, new orders, shortage garments and alterations shall be provided within one (1) week of placing orders or reporting the shortages, if possible.

#### **4.5. Contacts**

- 4.5.1. Contractor shall designate a backup contact if the primary contact is unavailable.
- This person shall have knowledge of OCTAs requirements as listed in this agreement.

### **5. DOCUMENTATION / REPORTING & ACCOUNTABILITY**

The following shall represent the minimum documentation and reporting expectations:

#### **5.1. Pick-ups**

- 5.1.1. A report shall be provided by the Contractor to the OCTA Project Manager (Project Manager) after each weekly pick-up. The report shall include the following details:
- Base location
  - Employee name
  - Employee badge number
  - Unique garment identification number (Bar/QR code number)
  - Garment type
  - Garment description
  - Size
  - Pick-up date (scan-in date)
- 5.1.2. Reports shall be provided in a timely manner (1-2 days after pick-up).
- 5.1.3. Garments marked for non-return, for any reason, shall be clearly identified according to the unique garment identification number.
- 5.1.4. Reports shall be provided via email in agreed upon Excel format.

#### **5.2. Deliveries**

- 5.2.1. A report shall be provided by Contractor to the Project Manager after each weekly delivery. The report shall include the following details:
- Base location
  - Employee name
  - Employee badge number
  - Unique garment identification number (Bar/QR code number)
  - Garment type
  - Garment description
  - Size
  - Pick-up date (scan-in date)
  - Delivery date (scan-out date)

- 5.2.2. Reports shall be provided in a timely manner (same day as delivery or day after).
- 5.2.3. This report shall be based on the pick-up report data from the week before as detailed in 5.1.1 above.
- 5.2.4. Shortages and overages shall be clearly identified according to the unique garment identification number for each employee, not just an overall count.
- 5.2.5. New or replacement garments shall be clearly identified according to the unique garment identification number.
- 5.2.6. Reports shall be provided via email in agreed upon Excel format.

### **5.3. General**

- 5.3.1. A total inventory report for each location shall be provided the first week of every month. The report shall include the following details:
  - Base location
  - Employee name
  - Employee badge number
  - Unique garment identification number (Bar/QR code number)
  - Garment type
  - Garment description
  - Size
  - Date Issued
  - Last Pick-up date (scan-in date)
  - Last Delivery date (scan-out date)

## **6. INVOICING & PAYMENT**

### **6.1. Requirements**

- 6.1.1. Contractor shall submit separate invoices for each different location for payment.
- 6.1.2. Contractor shall provide the following information on all invoices. Payment will not be made unless all the following information is present:
  - Invoice/billing date or period
  - Invoice/billing number
  - Base location
  - Contract or PO number
  - Employee name, badge number garment description and quantity

### **6.2. Submission**

- 6.2.1. Invoices shall be emailed to [vendorinvoices@octa.net](mailto:vendorinvoices@octa.net) or mailed to:
  - Orange County Transportation Authority
  - P.O. Box 14184
  - Orange, CA 92863-1584
  - Attn: Accounts Payable

**EXHIBIT B: PRICE SUMMARY SHEET**



## PRICE SUMMARY SHEET

Enter below the proposed rental rates for the services and items described in the Scope of Work, Exhibit A. Prices shall be fully-burdened to include direct costs, indirect costs, tax and profits. The Authority's intention is to award a time-and-expense price contract for a three (3)-year term. Quantities listed is for evaluation purposes only and do not imply any guaranteed minimum or maximum usage by the Authority.

Item No.	Garment / Item Description	Estimated Weekly Uniforms	Weekly Price per uniform/mat Rental/Cleaning 7/1/24 – 6/30/25	Weekly Price per uniform/mat Rental/Cleaning 7/1/25 – 6/30/26	Weekly Price per uniform/mat Rental/Cleaning 7/1/26 – 6/30/27
<b>Rental and Cleaning of Uniforms and Mats</b>					
1	Maintenance Employee Uniform (set)	790			
2	Vehicle Maintenance / Facilities Supervisor (set)	105			
3	Facility Maintenance Employee (REGULAR set)	105			
4	Facility Maintenance Employee **(FIRE RESISTANT set)**	21			
5	Print Shop Employees (set)	35			
6	Material Management Employees (set)	125			
7	Shop Coat	19			
8	3' x 5' Floor Mats	48			
9	4' x 6' Floor Mats	10			
10	3' x 10' Floor Mats	22			
11	3' x 5' Scraper	7			
12	4' x 6' Scraper	7			
13	3' x 10' Scraper	7			
<b>Replacement Uniforms</b>			<b>Unit Price</b>	<b>Unit Price</b>	<b>Unit Price</b>
14	Maintenance/Print Shop/General Services Work Uniforms, Female, Blouse				
15	Maintenance/Print Shop/General Services Work Uniforms, Female, Slack				
16	Maintenance/Print Shop/General Services Work Uniforms, Female, Overall				
17	Maintenance/Print Shop/General Services Work Uniforms, Male, Shirt				
18	Maintenance/Print Shop/General Services Work Uniforms, Male, Pant				
19	Maintenance/Print Shop/General Services Work Uniforms, Male, Overall				
20	Supervisors: Maintenance/Print Shop/General Services Work Uniforms, Female, Blouse				
21	Supervisors: Maintenance/Print Shop/General Services Work Uniforms, Female, Slack				
22	Supervisors: Maintenance/Print Shop/General Services Work Uniforms, Female, Shop Coat				
23	Supervisors: Maintenance/Print Shop/General Services Work Uniforms, Male, Pant				
24	Supervisors: Maintenance/Print Shop/General Services Work Uniforms, Male, shirt				
25	Supervisors: Maintenance/Print Shop/General Services Work Uniforms, Male, Shop Coat				
26	Facility Maintenance and Materials Management, Oxford Style Blue Shirt with White Stripes				
27	Facility Maintenance and Materials Management, Oxford Style White Shirt with Blue Stripes				
28	Maintenance/Print Shop/General Services Work Uniforms, Female, Blouse, <b><u>Fire Resistant</u></b>				
29	Maintenance/Print Shop/General Services Work Uniforms, Female, Slack, <b><u>Fire Resistant</u></b>				
30	Maintenance/Print Shop/General Services Work Uniforms, Female, Overall, <b><u>Fire Resistant</u></b>				
31	Maintenance/Print Shop/General Services Work Uniforms, Male, Shirt, <b><u>Fire Resistant</u></b>				
32	Maintenance/Print Shop/General Services Work Uniforms, Male, Pants, <b><u>Fire Resistant</u></b>				
33	Maintenance/Print Shop/General Services Work Uniforms, Male, Overalls, <b><u>Fire Resistant</u></b>				

1. I acknowledge receipt of RFP 4-2218 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**

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**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

**WHEREAS**, AUTHORITY requires assistance from CONTRACTOR to provide rental and cleaning services for uniforms and mats; and

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

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

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

Last Rev: 5/26/2020

## EXHIBIT C

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

**ARTICLE 2. AUTHORITY DESIGNEE**

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

**ARTICLE 3. SCOPE OF WORK**

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

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

**Names****Functions**

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

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

#### 4 **ARTICLE 4. TERM OF AGREEMENT**

5 This Agreement shall commence on July 1, 2024 and shall continue in full force and effect through  
6 June 30, 2027, unless earlier terminated or extended as provided in this Agreement.

#### 7 **ARTICLE 5. PAYMENT**

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

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

23 C. Invoices shall be submitted by CONTRACTOR on a weekly basis and shall be submitted in  
24 duplicate to AUTHORITY's Accounts Payable office. CONTRACTOR may also submit invoices  
25 electronically to AUTHORITY's Accounts Payable Department at [vendorinvoices@octa.net](mailto:vendorinvoices@octa.net). Each invoice  
26 shall be accompanied by the weekly report specified in paragraph B of this Article. AUTHORITY shall

EXHIBIT C

1 remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice  
2 shall include the following information:

- 3 1. Agreement No. C-4-2218;
- 4 2. Submit separate invoices for each different location for payment;
- 5 3. Specify base location, employee name, badge number garment description and  
6 quantity for which the payment is being requested;
- 7 4. The time period covered by the invoice;
- 8 5. Rental transactions (current charges, and cumulative charges) performed during  
9 the billing period;
- 10 6. Total weekly invoice;
- 11 7. Itemized expenses including support documentation incurred during the billing  
12 period; and
- 13 8. Weekly Report;
- 14 9. Certification signed by the CONTRACTOR or his/her designated alternate that a)  
15 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup  
16 information included with the invoice is true, complete and correct in all material respects; c) All payments  
17 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to  
18 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The  
19 invoice does not include any amount which CONTRACTOR intends to withhold or retain from a  
20 subcontractor or supplier unless so identified on the invoice.
- 21 10. Any other information as agreed or requested by AUTHORITY to substantiate the  
22 validity of an invoice.

23 **ARTICLE 6. MAXIMUM OBLIGATION**

24 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and  
25 CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation (including  
26 obligation for CONTRACTOR's profit) shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_ .00) which shall

1 include all amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising  
2 from, or due to termination of, this Agreement.

3 **ARTICLE 7. NOTICES**

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

8 To CONTRACTOR:

To AUTHORITY:

9 Orange County Transportation Authority

10 550 South Main Street

11 P.O. Box 14184

12 , Orange, CA 92863-1584

13 ATTENTION:

ATTENTION: Sue Ding

14 Senior Contract Administrator

15 (714) 560 - 5631

16 sding@octa.net

17 **ARTICLE 8. INDEPENDENT CONTRACTOR**

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

25 B. Should CONTRACTOR's personnel or a state or federal agency allege claims against  
26 AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or



1 allegations involving any other independent contractor misclassification issues, CONTRACTOR shall  
2 defend and indemnify AUTHORITY in relation to any allegations made.

3 **ARTICLE 9. INSURANCE**

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

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

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

12 3. Workers' Compensation with limits as required by the State of California including  
13 a waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents; and

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

15 B. Proof of such coverage, in the form of a certificate of insurance, with the AUTHORITY, its  
16 officers, directors, employees and agents, designated as additional insureds as required by contract. In  
17 addition, provide an insurance policy blanket additional insured endorsement. Both documents must be  
18 received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be  
19 received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement. Such  
20 insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the  
21 AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies of all related  
22 insurance policies.

23 C. CONTRACTOR shall include on the face of the certificate of insurance the Agreement  
24 Number C-4-2218; and, the Senior Contract Administrator's Name, Sue Ding.

25 D. CONTRACTOR shall also include in each subcontract the stipulation that subcontractors shall  
26 maintain insurance coverage in the amounts required from CONTRACTOR as provided in this

Agreement.

E. CONTRACTOR shall be required to immediately notify AUTHORITY of any modifications or cancellation of any required insurance policies.

**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 4-2218;(3) CONTRACTOR's proposal dated \_\_\_\_\_; (4) all other documents, if any, cited herein or incorporated by reference.

**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 CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR from proceeding immediately with the Agreement as changed.

**ARTICLE 12. DISPUTES**

A. Except as otherwise provided in this Agreement, when a dispute arises between CONTRACTOR 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 (CAMP), who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the Director, CAMP, shall be the final and conclusive administrative decision.

B. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,

1 CAMM. Nothing in this Agreement, however, shall be construed as making final the decision of any  
2 AUTHORITY official or representative on a question of law, which questions shall be settled in  
3 accordance with the laws of the State of California.

4 **ARTICLE 13. TERMINATION**

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

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

20 **ARTICLE 14. INDEMNIFICATION**

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

1 and indemnify AUTHORITY, its officers, directors, employees and agents shall not apply to such claims  
2 or liabilities arising from the sole or active negligence or willful misconduct of AUTHORITY.

3 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

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

15 **Subcontractor Name/Addresses**

**Subcontractor Function**

16  
17  
18 **ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

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

documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

**ARTICLE 17. CONFLICT OF INTEREST**

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

**ARTICLE 18. CODE OF CONDUCT**

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

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

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

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

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

**ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national

1 origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that  
2 employees are treated during their employment, without regard to their race, religion, color, sex, age or  
3 national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,  
4 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other  
5 forms of compensation; and selection for training, including apprenticeship.

6 **ARTICLE 22. PROHIBITED INTERESTS**

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

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

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

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

26 C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be

1 released by CONTRACTOR to any other person or agency except after prior written approval by  
2 AUTHORITY, except as necessary for the performance of services under this Agreement. All press  
3 releases, including graphic display information to be published in newspapers, magazines, etc., are to be  
4 handled only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

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

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

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

26 /

**ARTICLE 25. FORCE MAJEURE**

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.

**ARTICLE 26. HEALTH AND SAFETY REQUIREMENT**

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-4-2218 to be executed as of the date of the last signature below.

**CONTRACTOR****ORANGE COUNTY TRANSPORTATION AUTHORITY**

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

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

Georgia Martinez  
Department Manager  
Contracts Administration and Materials Management

**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.

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT E: HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS**

## **LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS**

### **PART I – GENERAL**

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

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

#### **1.2 REGULATORY**

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

## **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. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
  - 2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
  - 3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
  - 4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

## **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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

Area Below Reserved for Authority Use Only:

\_\_\_\_\_

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\_\_\_\_\_