

**DRAFT REQUEST FOR PROPOSALS (RFP) 5-3959**

**OC ACCESS ELIGIBILITY  
ASSESSMENTS AND TRANSIT  
SUPPORT 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>March 24, 2025</b>
<b>Pre-Proposal Conference Date:</b>	<b>April 2, 2025</b>
<b>Question Submittal Date:</b>	<b>April 8, 2025</b>
<b>Proposal Submittal Date:</b>	<b>April 23, 2025</b>
<b>Interview Date:</b>	<b>May 20, 2025</b>

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March 24, 2025

**NOTICE OF REQUEST FOR PROPOSALS**

**(RFP): 5-3959: “OC ACCESS ELIGIBILITY ASSESSMENTS AND TRANSIT SUPPORT SERVICES”**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites proposals from qualified **firms to provide OC ACCESS eligibility assessments and transit support services**. The budget for this project is \$5,347,779 for an initial 3-year term.

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

**Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of 2:00 p.m. on April 23, 2025. 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 5-3959**” 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 5-3959, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Security, Safety and Health Services	Health Services
Professional Consulting	Safety Training
	Training

A pre-proposal conference will be held both on-site/in-person and via teleconference on April 2, 2025, at 2:00 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, 550 South Main Street, Orange, California, 92863 in Conference Room 7.

Prospective Offerors may join or call-in using the following credentials:

- [Join the meeting now](#)
- OR Call-in Number: +1 916-550-9867
- Conference Room 7
- Conference ID: 233 022 737 889#

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

The Authority has established May 20, 2025, 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**

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

A pre-proposal conference will be held via teleconference on April 2, 2025, at 2:00 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, 550 South Main Street, Orange, California, 92863 in Conference Room 7.

Prospective Offerors may join or call-in using the following credentials:

- [Join the meeting now](#)
- OR Call-in Number: +1 916-550-9867
- Conference Room 7
- Conference ID: 233 022 737 889#

A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

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

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

### **C. ADDENDA**

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

**D. AUTHORITY CONTACT**

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

Daniel Crymes, Senior Contracts Administrator  
Contracts Administration and Materials Management Department  
Email: [dcrymes@octa.net](mailto:dcrymes@octa.net)

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

**E. CLARIFICATIONS**

**1. Examination of Documents**

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

**2. Submitting Requests**

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and received via e-mail at [dcrymes@octa.net](mailto:dcrymes@octa.net) no later than 5:00 p.m., on April 8, 2025.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 5-3959" 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 April 11, 2025. Offerors may download responses from CAMM NET at <https://cammmnet.octa.net>, or request responses be sent via email.

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

<u>Category:</u>	<u>Commodity:</u>
Security, Safety and Health	Health Services
Services	Safety Training
Professional Consulting	Training

Inquiries received after 5:00 p.m. on April 8, 2025 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 April 23, 2025. 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 5-3959**” 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 with fully burdened labor rates and anticipated expenses for work specified in the scope of work, included in the RFP as Exhibit A. The Agreement will have a three (3) year initial term with one, two (2) year option term.

**L. CONFLICT OF INTEREST**

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

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

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

**M. CODE OF CONDUCT**

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

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

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California Public Records Act, Government Code sections 7920.000 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, double-spaced, and submitted in 8 1/2" x 11" format. Charts and schedules may be included in 11" x 17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

**2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Daniel Crymes, Senior Contracts Administrator and must, at a minimum, contain the following:

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

**3. Technical Proposal**

All proposals shall include information as to the firm's ability to fulfill the requirements in these areas:

- Staff Requirements and Policies
- Training

- Facilities and Equipment
- ADA Eligibility Assessment Process
- Travel Training Program Process
- Marketing and Tethering Program Process
- Emergency Preparedness
- Documentation and Reporting
- Performance Standards

a. Qualifications, Related Experience and References of Offeror

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

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (5) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.

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

**b. Proposed Staffing and Project Organization**

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

Offeror to:

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

**c. Work Plan**

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

Offeror to:

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

- (2) Outline sequentially the activities that would be undertaken in completing the work and specify who would perform them.
- (3) Furnish a project schedule for completing the tasks in terms of elapsed weeks.
- (4) Proposal shall include Call Flow diagrams and any other documentation necessary to provide OCTA with an understanding of the capabilities of the proposed Call Center systems.
- (5) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (6) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (7) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

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

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change



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

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

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

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

#### **5. Appendices**

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

### **B. FORMS**

#### **1. Campaign Contribution Disclosure Form**

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

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

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

Offeror is required to submit only **one (1)** copy of the completed form(s) as part of its proposal.

Offeror is required to report any campaign contributions made by the prime contractor, subconsultants, lobbyists and agents after the proposal submittal date, and up to the anticipated Board of Directors selection. The offeror shall use the campaign contribution form for any additional reporting. The forms must be submitted at least fifteen (15) calendar days prior to the Transit Committee date on August 14, 2025, and sent via e-mail to the Contract Administrator.

**2. Status of Past and Present Contracts Form**

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

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

**3. Proposal Exceptions and/or Deviations Form**

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

**SECTION III: EVALUATION AND AWARD**

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

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

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

- 1. Qualifications of the Firm 20%**  
  
 Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
- 2. Staffing and Project Organization 30%**  
  
 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 25%**  
  
 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Cost and Price 25%**  
  
 Reasonableness of the rates; 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 May 20, 2025, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the

evaluation committee will ask questions related to the firm's proposal and qualifications.

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

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

**C. AWARD**

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

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

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

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

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

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

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

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

**EXHIBIT A: SCOPE OF WORK**

## **Scope Of Work**

# **OC ACCESS ELIGIBILITY ASSESSMENTS & TRANSIT SUPPORT SERVICES**

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SECTION 13:	TRANSITION TO SUBSEQUENT CONTRACTOR



## SECTION 1: OVERVIEW

The Orange County Transportation Authority ('OCTA' or 'AUTHORITY') holds statutory responsibility for the planning, management, administration, and operation of transportation and public transit services throughout Orange County. In addition to the operation of fixed-route bus services countywide, OCTA provides complementary paratransit service, known as OC ACCESS, in accordance with the provisions of the Americans with Disabilities Act of 1990 (ADA) and the final rule for 49 CFR Parts 27, 37, and 38 issued by the U.S. Department of Transportation (DOT) in the 9/6/1991 Federal Register.

The ADA guarantees equal opportunity for individuals with disabilities in employment, public accommodations, transportation, state and local government services, and telecommunications. The transportation provisions of the ADA focus on acquisition of accessible vehicles by public and private entities, the provision of nondiscriminatory accessible transportation service, and requirements for complementary paratransit service. The ADA mandates that each public entity operating a fixed-route transit system provide complementary paratransit service to individuals whose functional disabilities prevent use of accessible fixed-route bus and rail systems. The level of service for these individuals is to be comparable to the level of service provided to individuals without disabilities and serves strictly defined categories of individuals with functional disabilities as described in the ADA.

OC ACCESS is part of the comprehensive public transportation system serving Orange County and is provided for people with disabilities who, because of their disability, are unable to independently ride fixed-route bus or train services all or some of the time. OC ACCESS is a curb-to-curb service, for travel within the same areas and during the same hours as OCTA's fixed route bus service for persons who have been certified as eligible. Eligibility is based on a person's individual functional abilities and limitations, not a specific age, diagnosis, or disability.

### 1.1 OC ACCESS ELIGIBILITY ASSESSMENTS

The Americans with Disabilities Act (ADA) requires that each public entity establish a certification process for determining eligibility for complementary paratransit service. The eligibility criteria are designed to limit eligibility to only those individuals whose disabilities prevent them from using accessible fixed-route bus or rail services. Additionally, the ADA regulations specify that recertification may be required at reasonable intervals.

Given the nature of ADA paratransit eligibility, an inherent degree of rigor and complexity in the process is often unavoidable. However, as discussed in Appendix D to Part 37.125

of the ADA, the process may not impose unreasonable administrative burdens on applications, such as “user fees” or application fees. For transit agencies that require applicants to travel to an interview or assessment center as part of their process, this means offering transportation to and from the center at no charge.

## **1.2 TRAVEL TRAINING PROGRAM**

The Travel Training program is designed to empower individuals with the skills and knowledge needed to navigate public transportation confidently and independently. This program is particularly important for seniors, people with disabilities, and others who may face challenges in using transit services. By providing hands-on training and personalized instruction, the program helps participants familiarize themselves with bus routes, schedules, and essential safety procedures. Ultimately, the Travel Training program fosters greater independence, enhances mobility options, and promotes community engagement, ensuring that all individuals have access to reliable transportation in Orange County.

## **1.3 MARKING AND TETHERING PROGRAM**

The Marking and Tethering program is a new initiative designed to enhance the safety and accessibility of public transportation for individuals who use mobility devices or mobility aids. This service includes marking and/or installing tether straps on key securement points of a mobility device and educating riders on boarding and de-boarding practices for OC ACCESS and OC Bus. By addressing the specific needs of mobility devices or mobility aid users, the program promotes greater confidence in public transit, ultimately improving mobility and independence for those who rely on these services.

## **1.4 PROPOSAL REQUIREMENTS**

The following are the requirements of this project. All proposals should include information as to the firm's (and/or their subcontractor's) ability to fulfill the requirements in these areas:

- Staff Requirements
- Training Requirements
- Facilities and Equipment
- Information and Technology Requirements
- Performance Standards
- Data Collection and Reporting
- Invoicing and Billing
- Emergency Preparedness

## **SECTION 2: DEFINITIONS**

As used throughout the scope of work and attachments, the following terms shall have the meanings set forth below:

**Accessible** – A general term that has come to mean “usable by a person with a disability.” Can refer to equipment (a passenger lift), a service (calling out bus stops), or communication formats [Telephone Device for the Deaf (TDD) phones].

**Americans with Disabilities Act of 1990 (ADA)** – Federal civil rights legislation which mandates accessibility for people with disabilities. Included is a requirement that all public transit agencies operating fixed-route bus service provide complementary paratransit service to persons functionally unable to use accessible fixed-route systems.

**ADA Paratransit** – Curb-to-curb public transportation service available to individuals whose disabilities prevent the use of fixed-route transit services.

**Applicants** – Persons who are applying for certification to use ADA paratransit service.

**Assessment** – Evaluation of how an applicant's disability affects his/her use of public transportation and the resulting classification of the applicant into an ADA eligibility category.

**Certification** – Term that generally refers to the award of eligibility status to an applicant who has applied to use ADA paratransit service.

**Eligibility** – Determination of ADA paratransit eligibility based upon the passenger's physical and/or cognitive ability to use accessible fixed-route services.

**Eligibility Assessment (Completed)** – The ADA eligibility certification assessment completed to make an eligibility determination.

**Eligibility Assessment (Incomplete)** - The ADA eligibility certification assessment not completed by applicant to make an eligibility determination.

**Eligibility Category** – As defined by OCTA, four categories which describe the situations under which an individual is determined eligible and may ride ADA paratransit services. As a result of the certification process, applicants may also be categorized Denied or Incomplete.

**Eligibility Transportation Services** – The ADA required transportation services to and/or from in-person assessment appointments, as required by the ADA. These services are to be provided at no charge to the applicant.

**Federal Transit Administration (FTA)** – A branch of the U.S. Department of Transportation (DOT) established to improve transportation throughout the nation. The FTA provides

funding and assistance to regional transportation agencies, among various other programs.

**Fixed-Route** – A defined series of stops along one or more streets between two terminal locations designated by a number and/or a name for identification internally and to the public.

**Holidays** – The official OCTA holidays are: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. In addition, the OCTA may direct a reduced level of service on unofficial holidays and during holiday periods.

**Marking and Tethering (MAT)** – A service offered during the certification assessment where applicants using wheelchairs and scooters are offered to have securement marking tape and/or tethering straps attached to their devices.

**OC ACCESS Service** – OC ACCESS service is OCTA's complementary paratransit service which began operating in October 1993. OC ACCESS is a curb-to-curb, fully accessible service for travel in the OCTA fixed-route service area for people who have been certified as eligible.

**OCTA** – The Orange County Transportation Authority.

**Presumptive Eligibility** – Unrestricted eligibility to use ADA paratransit services pending completion of an applicant's certification. See "21-Day Rule."

**Reasonable Modification** – Requires paratransit providers that primarily operate curb-to-curb service to make reasonable modifications for those passengers who need assistance beyond the curb so that they can use the service.

**Service Contractor** – OCTA's contractor providing management and operation of OC ACCESS services.

**Software-as-a-Service** – OC ACCESS Eligibility application software hosted on the cloud and used over an internet connection by way of a web browser, mobile app or thin client.

**Telephone Recertification** – The completion of an OC ACCESS recertification assessment via telephone.

**Travel Training** – An educational program designed to provide mobility training to OC ACCESS riders, seniors, person with disabilities, college students, new riders, and low English proficiency communities to encourage their use of the public transit system.

**Video Conference Recertification** – The completion of an OC ACCESS recertification assessment via video conference (Zoom, Teams, etc.).

21-Day Rule – ADA Regulations require that “if, by a date 21 days following the submission of a completed application, the entity has not made a determination of eligibility, the applicant shall be treated as eligible and provided paratransit service until and unless the entity denies the application.” (49 CFR 37 Section 37.125(c))

3/4 Mile - An area extending  $\frac{3}{4}$  of a mile, in each direction, from an operating fixed-route line.

### **SECTION 3: CONTRACT TERMS**

#### **3.1 FEDERAL, STATE AND LOCAL REGULATIONS**

CONTRACTOR shall comply with all applicable Federal, State and Local laws and regulations in its management and operation of all services under this contract. CONTRACTOR and any subcontractors shall comply with all FTA requirements related to the receipt of federal funds.

##### **3.1.1 AMERICANS WITH DISABILITIES ACT**

CONTRACTOR shall always be fully knowledgeable of and in full compliance with the requirements of 49 CFR Part 37 of the Americans with Disabilities Act (ADA). CONTRACTOR shall advise AUTHORITY of any issue relating to ADA compliance and shall consult and assist AUTHORITY to always maintain full compliance.

##### **3.1.2 CALIFORNIA OSHA**

CONTRACTOR and any subcontractors shall comply with all California OSHA requirements including but not limited to the requirement of SB 198 (Illness and Injury Prevention Plan) and SB 533 (Workplace Violence Prevention Plan).

##### **3.1.3 SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD) EMPLOYEE COMMUTE REDUCTION PROGRAM**

SCAQMD's Rule 2202 is designed to meet ambient air quality standards mandated by the Federal Clean Air Act. As an indirect mobile source emission control strategy, it is intended to reduce vehicle miles traveled and increase the average vehicle ridership (AVR) of work-related trips. CONTRACTOR shall implement an Employee Commute Reduction Program (ECRP) which focuses on reducing work-related vehicle trips and vehicle miles traveled to a worksite to achieve and maintain the employers' designated AVR targets. CONTRACTOR shall comply with California Department of Industrial Relations and California Code of Regulations (CCR) Title 8 Standards.

### **3.2 PAYMENT STRUCTURE**

Payment agreement for services shall be structured as a firm fixed monthly fee and variable rate (unit-based reimbursement) for each service type (OC ACCESS Eligibility Assessments, Travel Training, and Marking and Tethering) described in this RFP.

### **3.3 CONTRACTOR ROLES AND RESPONSIBILITIES**

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

The roles and responsibilities of CONTRACTOR specific to the services described in this SOW include, but are not limited to, those outlined as follows:

- Provide OC ACCESS Eligibility Assessments, Travel Training and Marking and Tethering services, either directly or through subcontract arrangement(s), as described in this SOW and in compliance with AUTHORITY operating policies and procedures, as well as all applicable federal, state and local laws and regulations.
- Recruit, hire and train all personnel, including management, to proficiency as appropriate to their duties.
- Provide on-going management and supervision of services provided.
- Investigate all customer comments received through the OCTA Customer Information Center within prescribed timeframes and develop and implement corrective action plans when necessary.
- Prepare and submit all operating reports on time and in the prescribed formats.
- Develop, receive approval from AUTHORITY, and implement Lost and Found policies and procedures.
- Provide required office equipment and any other equipment deemed necessary to operate OC ACCESS Eligibility Assessments, Travel Training and Marking and Tethering services, including but not limited to, computer tablets for OC ACCESS Eligibility Assessments, computer equipment to perform transit training workshops, and tape and tethers to perform marking and tethering services.
- Attend OCTA Board of Directors (Board), Board Committee, and Accessible Transit Advisory Committee meetings when required by AUTHORITY staff.
- Coordinate and conduct monthly contractor meetings, or more often if requested by the AUTHORITY, that address the status of the operation, challenges faced and what steps will be implemented to overcome those challenges, identify areas for analysis and improvement. Management representatives for subcontractor(s) providing service on behalf of CONTRACTOR are required to be in attendance.

- Schedule OC ACCESS Eligibility Assessment appointments and trips in AUTHORITY provided cloud-based software-as-a-service technology.
- CONTRACTOR shall provide language interpretation to be used by CONTRACTOR personnel and/or their subcontractor when performing OC ACCESS Eligibility Assessments, Travel Training and Marking and Tethering services.

### **3.4 AUTHORITY ROLES AND RESPONSIBILITIES**

The administration and management of this contract shall be performed by the AUTHORITY's Section Manager of Mobility Management Programs who reports to the Department Manager of Specialized Transit Services. The Specialized Transit Service Department falls within the Operations Division of OCTA.

The role and responsibility of the AUTHORITY in the administration and management of the contract shall include, but is not limited to, the following:

- Establish service policies for OC ACCESS Eligibility Assessments, Travel Training and Marking and Tethering services.
- Perform regular contract and service compliance reviews, including but not limited to eligibility determinations, service delivery, and records reviews.
- Administer and monitor the Agreement, including performance monitoring.
- Provide cloud-based software-as-a-service technology to perform OC ACCESS Eligibility Assessments and schedule transportation service for customers who require transportation to their OC ACCESS Eligibility Assessment.
- Perform overall branding and marketing of the OC ACCESS Eligibility Assessments, Travel Training and Marking and Tethering services.
- Verify invoices and monthly reports, and process payments to CONTRACTOR.
- Monitor all customer comments received related to OC ACCESS Eligibility Assessments, Travel Training and Marking and Tethering services, review CONTRACTOR input and coordinate written responses as required.
- Attend monthly contractor meetings, or more often as needed, with the CONTRACTOR.
- Make presentations to the AUTHORITY's Board and Board Committees relating to the status of the project.
- Mail determination letters to applicants.
- Respond to telephone inquiries from applicants regarding services within SOW.

## **SECTION 4: DESCRIPTION SERVICES**

### **4.1 OC ACCESS ELIGIBILITY ASSESSMENTS**

While the ADA regulations are specific in terms of who is ADA paratransit eligible, the regulations do not prescribe a set determination process. Transit agencies, however, must strictly limit ADA paratransit eligibility to individuals who meet the regulatory criteria

for eligibility. This limitation supports the requirement in Title II of the ADA for agencies to provide services in the most appropriate integrated setting and is consistent with the concept that complementary paratransit is a “safety net” for those individuals unable to use fixed route bus and rail service.

#### **4.1.1 ELIGIBILITY ASSESSMENT OPERATING HOURS**

CONTRACTOR shall perform, at a minimum, OC ACCESS Eligibility Assessments Monday – Friday from 8 a.m. to 5 p.m. with the exception of the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

CONTRACTOR may request to expand or reduce the level of service during certain times and days based on demand. Requests must be submitted a minimum of two (2) weeks prior to AUTHORITY for review and approval.

#### **4.1.2 OC ACCESS ELIGIBILITY APPLICATION PROCESSING**

AUTHORITY shall provide OC ACCESS Eligibility applications to applicants upon request. Applicants must properly complete the application and contact CONTRACTOR to schedule an eligibility assessment.

CONTRACTOR shall be responsible for receiving and processing applications. When an application is received, CONTRACTOR shall ensure completeness. If information in the application is missing or requires clarification, CONTRACTOR shall request that the applicant complete the application before the eligibility assessment begins. Once fully complete, the CONTRACTOR shall date-stamp the application. This date-stamp is the start of the twenty-one (21)-day ADA eligibility process.

#### **4.1.3 SCHEDULING ELIGIBILITY ASSESSMENTS**

CONTRACTOR shall ensure that an appropriate number of eligibility assessment appointment times are available to meet the required fourteen (14) calendar day scheduling requirement for eligibility assessments. The method of data entry to be used will be AUTHORITY's cloud-based software-as-a-service (SaaS) technology.

As part of scheduling the eligibility assessment appointment, CONTRACTOR shall create a computer record for new applicants. A unique Identification Number (ID) shall be assigned to the applicant to track their eligibility assessment process. CONTRACTOR shall inform the applicant that they must present a valid photo ID on the day of their



eligibility assessment. For existing riders, CONTRACTOR shall use their assigned unique ID for scheduling.

In addition, CONTRACTOR shall inform applicants to consider using their own transportation or an alternative transportation option for their in-person eligibility assessment. For those that elect to use the OC ACCESS service for transportation, CONTRACTOR shall inform the applicant about the key elements associated with riding on OC ACCESS before booking a trip going to and a trip leaving the eligibility assessment on AUTHORITY's provided cloud-based SaaS technology. CONTRACTOR shall ensure that booked trips allow ample time for the applicant to arrive to the certification center on time for the eligibility assessment appointment, departs from the certification center in a reasonable time after completion of the eligibility assessment appointment, and meets the requirements for travel time comparability under the ADA. CONTRACTOR shall also be responsible for notifying applicants of their pick-up and drop-off times, including on-time windows.

Transportation shall be managed by AUTHORITY's OC ACCESS operations vendor and is provided free of charge to the applicant.

#### **4.1.4 ELIGIBILITY ASSESSMENT DETERMINATIONS**

CONTRACTOR shall be responsible for establishing and carrying out procedures for processing ADA paratransit eligibility assessments of all applicants. Eligibility for complementary paratransit is directly related to the functional ability of individuals with disabilities to use fixed route bus and rail services. Eligibility is not based on a diagnosis or type of disability. Individuals with the same diagnosis or disability can have very different functional abilities to use fixed route bus and rail services. Similarly, eligibility is not based on the type of mobility aid that an individual uses and use of a wheelchair does not imply automatic eligibility since many individuals who use wheelchairs are able to use fixed route bus and rail services for all or some of their trips. Additionally, eligibility is not based on age, income, or whether or not an individual can drive or have access to private automobile transportation.

Proposals shall include an in-person and virtual assessment process to determine an applicant's eligibility to utilize the OC ACCESS service. At a minimum, individuals who are applying for OC ACCESS for the first time or are applying for recertification after receiving a temporary or restricted (conditional) eligibility are required to participate in an in-person functional assessment, as AUTHORITY has found that in-person assessments provide the best opportunity to clarify information on the application and better determine a person's eligibility for the services based on ADA guidelines in these instances.

##### **4.1.4.1 IN-PERSON ELIGIBILITY ASSESSMENT**

Prior to the start of an in-person eligibility assessment, CONTRACTOR shall take a photograph (head shot) of the applicant and upload it to rider's profile in AUTHORITY provided SaaS technology. For applicants using a mobility device, CONTRACTOR must

measure the mobility device and weigh the mobility device with the occupant. Mobility devices with dimensions or weight that exceeds AUTHORITY's minimum vehicle standards as specified in the OC ACCESS Rider's Guide (ATTACHMENT 1) shall be educated by CONTRACTOR about the potential service issues related to their device. Additionally, CONTRACTOR shall inform the applicant about informing AUTHORITY if they change their device.

A critical component of the in-person eligibility assessment process is that it be formalized and structured so that any CONTRACTOR staff can execute it with reliable and consistent results. It should make no difference who is making the evaluation; a person with a particular level of ability should get the same outcome no matter who conducts the assessment. CONTRACTOR shall provide and develop management processes that will track and plot staff decision making outcomes to ensure accuracy in determinations.

CONTRACTOR's in-person eligibility assessment process shall involve standard functional, visual, and cognitive tests that allows CONTRACTOR to attain a sufficient amount of information to make an eligibility determination on each applicant. These tests should include both a process and physical elements that would normally be encountered by an applicant as they traveled between their home and their ultimate destination, using public transportation. Once CONTRACTOR has sufficient information, the interview is completed, unless the applicant is denied, whereas a transit walk is mandatory. The transit walk process should be as realistic as practicable, to include topographical, architectural, and environmental elements that an applicant would have to deal with when using public transit.

CONTRACTOR must be able to assess the applicant's functional and cognitive abilities to perform the various skills necessary to take a fixed route bus or rail service trip independently. This may include assessing the following:

- Crossing a two (2)-lane street in a predetermined amount of time.
- Negotiating a curb or curb cut.
- Negotiating three (3) steps, if ambulatory and/or in mobility device.
- Maneuvering into a space measuring the size of a wheelchair ramp/lift platform (30 in. x 52 in.), when using a mobility device.
- Gait assessment on level and uneven surfaces.
- Assessment of standing balance, both static and dynamic.
- Ability to negotiate a distance of several city blocks (660 feet);
- Ability to tell time.
- Ability to count money/change to take a bus trip;
- Recognizing bus route numbers.
- Recognizing landmarks.
- Using a telephone.
- Ability to remember a transit agency phone number.
- Remembering directions to a location.
- Functioning without danger to self and others.

#### **4.1.4.2 ALTERNATIVE ELIGIBILITY ASSESSMENTS**

CONTRACTOR shall propose a detailed plan to implement virtual eligibility assessments and phone eligibility assessments for recertifications in lieu of an in-person eligibility assessment. This plan must be able to identify, at a minimum, when a virtual or phone eligibility assessment would be appropriate, how the process maintains the ADA's requirement to strictly limit ADA paratransit eligibility to individuals who meet the regulatory criteria for eligibility, how the applicant's photo will be taken and updated on their profile in AUTHORITY provided SaaS technology, and how the process will be able to identify any changes to the applicant's functional and cognitive abilities to perform the various skills necessary to take a trip on public transit independently.

Applicants who are unable to participate in a virtual assessment, for any reason, shall be required to attend an in-person eligibility assessment.

#### **4.1.5 ALTERNATIVE TRANSPORTATION REFERRAL**

If, during the evaluation process, an applicant expresses the desire to pursue some manner of fixed route bus or rail service instead of applying for OC ACCESS, CONTRACTOR shall refer applicant to the Disabled or Senior Reduced Fare ID program. CONTRACTOR shall work collaboratively with AUTHORITY to develop a process to assist applicants with providing access to a variety of fixed route services, travel training and other transportation services that may be available to applicants in Orange County.

#### **4.1.6 POST ASSESSMENT OC ACCESS SERVICE BRIEFING**

CONTRACTOR shall work with AUTHORITY to develop a post assessment briefing for applicants. This briefing shall include key elements of the OC ACCESS Rider's Guide and FAQs (ATTACHMENT 2) and, when applicable, inform the applicant about the optional marking and tethering program.

#### **4.1.7 AUTO-RENEWAL PROCESS**

AUTHORITY has developed an automatic renewal (auto-renewal) process for individuals whose disability is not expected to change over time, with training, new medical treatments, or a change in assistive device, thus their eligibility determination is not expected to change. Currently, ahead of their eligibility expiration, these individuals are contacted by AUTHORITY to review and update their information via mail, eliminating the need for an eligibility assessment.

Proposals shall include a method for the current auto-renewal process to continue but incorporate a requirement for the applicant to update their profile photo.

#### **4.1.8 ASSESSMENT PROCESSING AND DETERMINATION NOTIFICATION**

49 CFR 37 Section 37.125 (c) of the ADA specifies that if a determination is not made within twenty-one (21) days of a completed application, the applicant shall be treated as eligible, being granted presumptive eligibility, and provided service until and unless the entity denies the application.

To ensure AUTHORITY complies with the ADA's "21-Day Rule", CONTRACTOR shall process, make a determination, document, and prepare the applicant determination letter no later than fourteen (14) calendar days from the date the application was accepted by CONTRACTOR as complete.

If an application requires medical verification, CONTRACTOR shall advise applicants that their medical information must be verified and their application is considered incomplete until medical verification is received. As soon as the medical verification is received, the twenty-one (21) calendar days start and the CONTRACTOR has fourteen (14) calendar days to reach a decision. CONTRACTOR must develop a process which details when a medical verification is needed or can be waived and what occurs if a medical verification is not received within a specified time frame.

AUTHORITY shall review completed applications and eligibility determinations received from CONTRACTOR to ensure that the forms are complete, and the justification of the determination is clear and reasonable. If a form is not complete, or additional clarification is needed, the application may be sent back to CONTRACTOR for clarification and/or correction. When the AUTHORITY has concluded that the determination is complete, a determination letter shall be mailed to the applicant by AUTHORITY along with a copy of the OC ACCESS Riders Guide.

Applicants who are denied ADA paratransit eligibility or receive eligibility other than unrestricted eligibility, shall be sent a letter by AUTHORITY explaining why they have been denied eligibility, inform them of their right to appeal the decision, and instructions on how to submit an appeal. Applicants will have the right to appeal the decision within sixty (60) days from the dated eligibility letter.

#### **4.1.9 CHANGES TO OC ACCESS ELIGIBILITY ASSESSMENTS**

During the term of Agreement, including any extensions thereof, AUTHORITY may choose to implement changes to the ADA paratransit eligibility process described herein for the benefit of AUTHORITY and its ADA paratransit program. In such an event, AUTHORITY shall notify CONTRACTOR at least two (2) weeks before the changes are to be implemented, including any modification of CONTRACTOR requirements and responsibilities related to such change and the timing thereof.

#### **4.2 TRAVEL TRAINING PROGRAM DESCRIPTION**

AUTHORITY's Travel Training Program is free to participants and aims at promoting the use of fixed route bus and rail services for individuals who have the ability to use these services for all or some of their trips. The Travel Training Program has effectively

empowered individuals to build their confidence in riding the fixed-route services by teaching necessary skills to travel independently through hands-on learning and is critical to informing participants of other available transportation services. Travel Training services are available to the public either in-person or virtually (subject to review and approval by AUTHORITY).

The FTA advocates for transit agencies to provide travel training. Key groups benefiting from this service include OC ACCESS riders, seniors, individuals with disabilities, those with limited English proficiency, and college/youth students. The Travel Training Program has shown the potential to decrease the number of OC ACCESS trips, thereby assisting the AUTHORITY in managing the ongoing demand for paratransit services while simultaneously increasing ridership on AUTHORITY's fixed-route services. However, CONTRACTOR cannot require participation, particularly for individuals applying for OC ACCESS eligibility.

The Travel Training Program is divided into two (2) tasks that are to be made available, at a minimum, in English, Korean, Mandarin, Spanish and Vietnamese. Task I consist of group workshops, which are intended to encourage participants to use AUTHORITY's fixed-route services. Task II involves individual/small group travel training instruction that is available to individuals who have completed a workshop, who have been referred to by AUTHORITY as a transit training candidate, have been identified during an Eligibility Assessment as a transit training candidate, or request to develop their transit skills.

#### **4.2.1 GROUP WORKSHOPS**

Group workshops, or workshops, are designed for 10 to 20 participants and offered in English, Korean, Mandarin, Spanish and Vietnamese. While the AUTHORITY prefers that the number of workshop participants remains within 10 to 20 and are performed in-person, a request for a smaller or larger number of participants and availability to conduct the workshop virtually can be submitted to AUTHORITY for review and approval.

AUTHORITY may assist with recruiting targeted audience for participation in workshops, shall provide complimentary day passes to CONTRACTOR to be distributed to each participant who completes the workshop, shall process Reduced Fare Identification Cards requests for eligible workshop participants, shall provide CONTRACTOR with vouchers for travel training services, and may make AUTHORITY facility available to conduct in-person workshops.

CONTRACTOR shall design a curriculum, to be reviewed and approved by AUTHORITY, specific to the demographics of Orange County. CONTRACTOR shall conduct and coordinate single day workshops providing classroom instruction. CONTRACTOR's preparation and coordination shall include, but not be limited to:

- Conducting outreach efforts to identify community organizations to host workshops.

- Preparing workshop materials and recruiting fliers to attract attendees in all specified languages.
- Identifying and contacting individuals to participate in workshops and receiving confirmations to attend the workshop.
- Preparing attendee application designed to collect general information about an individual's need for accommodation and typical trips that could be taken on the public transit system.
- Preparing information for individuals attending the workshop to educate them about the public transit system including, but not limited to, routes and schedules, accessibility features, payment options, technology features designed to improve the rider experience, efforts to keep the fixed route services safe, and other transit options.
- Preparing individual trip itineraries for each workshop attendee.

As part of the workshop, CONTRACTOR shall provide at a minimum, field training onboard AUTHORITY's fixed-route bus and/or rail services covering all relevant aspects of workshop instruction during the trip and promotional items to support the outreach effort of the program.

At the conclusion of the workshop, CONTRACTOR shall conduct workshop follow-ups no later than sixty (60) days following the workshop to schedule individual and/or small group evaluations or to schedule individual or small group travel training instruction. CONTRACTOR shall also develop and implement a survey to collect feedback from participants and provide results to AUTHORITY.

#### **4.2.2 INDIVIDUAL/SMALL GROUP TRAVEL TRAINING INSTRUCTION**

For individuals seeking a more in-depth and personalized travel training experience, CONTRACTOR shall perform individual and small group (2-3 people) travel training instruction and offer the service in English, Korean, Mandarin, Spanish and Vietnamese. During individual and small group travel training instruction, CONTRACTOR must identify the individual's transit needs and goals, and develop a customized instruction program to ensure the individual(s) feels confident using the fixed-route bus and/or rail services at the conclusion of the instruction. While the AUTHORITY prefers that the number of individual and small group instruction participants to be limited to no more than three (3), a request for a larger number of participants and availability to conduct a portion of the instruction virtually can be submitted to AUTHORITY for review and approval.

Prior to the start of individual and small group travel training instruction, CONTRACTOR shall conduct an initial interview and transit needs evaluation (TNE). If the participant is deemed to be a qualifying candidate, CONTRACTOR shall develop customized instruction that includes, but is not limited to, training aids such as itineraries, and in-field instruction.

CONTRACTOR's travel training instruction process shall include, but not be limited to:

- Contacting travel training referral candidates collected by AUTHORITY.
- Conducting outreach efforts to attract participants.
- Providing travel training instruction during times that ensures participant(s) can maximize their instruction experience.
- Ensuring a maximum of twenty (20) hours per participant, which includes the intake and skills assessment, trip planning, field experience, skills evaluation, and trainee program evaluation.
- Developing a travel training instruction monitoring tool to track participant intake, assessment, and progress.
- Providing individual follow-ups at one (1), three (3) and six (6) month intervals after travel training is completed unless the participant opts out of being contacted.

AUTHORITY may provide CONTRACTOR with referrals and shall provide CONTRACTOR with pre-paid day passes for in-field travel training instruction.

To minimize the risk to AUTHORITY that the individual and small group travel trainings are not completed, as well as to incentivize the CONTRACTOR to follow through with the subsequent trainings, the pricing is to be split on a 40/60 basis whereby 40% of the total cost of a full training is paid for Phase 1 and the remaining 60% is paid upon completion of Phase 2.

Phase 1 Breakdown:

Training Activity
Scheduling – including initials calls and documents
TNE – including confirmation calls, environmental barrier analysis, TNE call, and documentation
In-person or Virtual Classroom – including preparation of detailed route plan and presentation template, conducting of video conference sessions (if approved), and documentation
Follow-up activities with trainees who have completed Phase 1 training to ensure their future participation in Phase 2

Phase 2 Breakdown:

Training Activity
In-field training session, including transit walk and bus rides to and from destination
Post-training tasks including completion of final documentation and follow-up sessions

#### 4.3 MARKING AND TETHERING PROGRAM DESCRIPTION

The Marking and Tethering (MAT) program is a new initiative designed to enhance the safety and accessibility of public transportation for individuals who use mobility devices or mobility aids. The MAT program is not limited to OC ACCESS riders or individuals

applying to become OC ACCESS eligible. With the goal of supporting e broader public by promoting a safer and more accessible transportation environment, the MAT program is available to all Orange County residents.

This program reaffirms AUTHORITY's mission by fostering inclusivity and ensuring that public transportation meets the needs of all mobility device or mobility aid users, thereby enhancing their travel experience and overall independence.

#### **4.3.1 SCHEDULING AND OPERATING REQUIREMENTS**

The MAT shall be performed during the same operating days and hours, and at the same location where OC ACCESS Eligibility Assessments are performed. CONTRACTOR shall receive requests and schedule MAT service requests from OC ACCESS riders and the public.

In addition, upon request by AUTHORITY, MAT services may be required to be performed at an offsite location. The AUTHORITY shall provide CONTRACTOR with a minimum of two (2) weeks' notice prior to any offsite MAT service.

#### **4.3.2 MARKING AND TETHERING REQUIREMENTS**

CONTRACTOR shall develop an MAT form, to be approved by AUTHORITY, that includes relevant data points associated with the performance of MAT services. The data points must include, but are not limited to, the participant's name, date MAT service was provided, type of mobility device, type of equipment used (tape and/or tether straps), and the OC ACCESS rider identification number (when applicable).

CONTRACTOR shall use yellow colored tape and apply it to the mobility device or mobility aid to indicate the best location to the frame for accepting securement based on industry best practices. If there are no adequate points to accept the securements, tether straps shall be installed on the mobility device or mobility aid, indicating that the device should be secured to the tether straps. Blue tape must be installed on the mobility device or mobility aid before the appropriate tether straps are installed. The length of the tether strap will be determined by the mobility device or mobility aid's frame size and structure. The installation method used will result in a snug fit that enables the tether straps to stay in place. Should the straps become dislodged from the mobility device or damaged, the blue tape will show where the replacement tether straps are to be installed. Tether straps used in MAT are for the individual to keep.

Once the tape and/or tether straps are installed, CONTRACTOR must take four (4) photos (front, back, left, right) of the mobility device or mobility aid.

#### **4.3.3 TRANSPORTATION SERVICE EDUCATION**

Although participation in the MAT program is optional individuals applying for OC ACCESS service, CONTRACTOR must develop policies and procedures that



encourage the highest level of participation possible for applicants. Policies and procedures should include, but not be limited to, describing the benefits of the MAT program and an orientation of how mobility devices or mobility aids are secured on an OC ACCESS and OC Bus vehicles.

## **SECTION 5: STAFF REQUIREMENTS**

CONTRACTOR shall provide the necessary personnel, or subcontractor(s), whose expertise will ensure successful administration, management and delivery of the services noted in this SOW. All personnel, whether an employee or subcontractor, that are assigned to this project shall be knowledgeable about the services within this SOW. In addition, all personnel shall maintain a professional and courteous behavior toward all individuals encountered during the delivery of services.

CONTRACTOR shall comply with all federal, state and local employment regulations including, but not limited to, employer's liability, workers' compensation, unemployment insurance, payroll taxes, social security, and any other mandated or optional employee benefits. CONTRACTOR shall be solely responsible for payment of all CONTRACTOR employee wages and benefits.

CONTRACTOR shall obtain and provide all required state and local permits and ensure that all staff are properly documented for the service being provided. CONTRACTOR shall comply with safety requirements promulgated by the FTA and the DOT.

The use of a subcontractor as opposed to direct employees to provide any part of the service shall require proof of a written contractual right in favor of CONTRACTOR (with third-party beneficiary status as to that right in favor of AUTHORITY) as to each such independent contractor giving CONTRACTOR (and AUTHORITY as third-party beneficiary) the right to legally compel that the service to be provided by such subcontractor be provided following the terms and conditions contained in the SOW applicable to that service. The fact of such contractual right shall not relieve CONTRACTOR from liability to AUTHORITY for the failure to provide the service to the standards outlined in the Agreement. AUTHORITY shall approve the contract(s) for all subcontractor services before the start date. AUTHORITY shall require subcontractor contracts to provide assurances to prevent the inconsistent delivery of timely service, the degradation of customer service, and the lack of quality of the services delivered.

### **5.1 KEY PERSONNEL**

To ensure consistent service standards over the life of the Agreement, AUTHORITY expects that CONTRACTOR shall retain qualified and experienced key personnel to perform the services according to their requirements as set forth in this SOW. CONTRACTOR's retention of such key personnel is significant to satisfactory contract performance. CONTRACTOR shall maintain the key personnel identified throughout the

term of the contract. Proposed changes in key personnel and job duties shall be subject to review and approval by the AUTHORITY before the implementation of changes.

All CONTRACTOR key personnel shall be fully (100%) dedicated to providing services under this contract unless AUTHORITY provides prior written approval for less time. None of these key personnel positions can be combined without the prior written approval of AUTHORITY. If AUTHORITY approves a variance to the time dedication level of any key personnel or consolidation of any key personnel positions, AUTHORITY reserves the right to make appropriate adjustments to CONTRACTOR's fixed cost and also reserves the right to reverse or modify any such approval at any time.

CONTRACTOR shall not, without prior written notice to and prior written approval by AUTHORITY, remove or reassign any key personnel identified in its proposal, or appoint any new individual to any key personnel position (whether in an acting or permanent capacity), at any time during the term of the Agreement. In exception for the removal of any individual due to misconduct or cause according to CONTRACTOR's established personnel policies may be approved following written notice and explanation to AUTHORITY.

CONTRACTOR shall notify AUTHORITY, a minimum of thirty (30) calendar days, in advance of replacing a key personnel position. Should CONTRACTOR propose a new individual or AUTHORITY requests a replacement, the proposed replacement's resume and qualifications shall be submitted to AUTHORITY for its approval at least ten (10) calendar days before the departure of the incumbent employee, unless CONTRACTOR is not provided with such notice by the departing employee. AUTHORITY will require an interview for the proposed replacement candidate. If AUTHORITY does not accept the proposed replacement candidate, the thirty (30) calendar day clock will not reset.

If CONTRACTOR fails to provide the required key personnel or removes key personnel without AUTHORITY's prior written approval, AUTHORITY may make appropriate adjustments in CONTRACTOR's fixed cost. If any of the key personnel positions remain open for over thirty (30) calendar days, AUTHORITY may deduct the salary and benefits plus a penalty of Four Hundred Dollars (\$400.00) per day in which the position remains unfilled.

Key personnel include, but are not limited to:

<b>KEY POSITION</b>	<b>Full-Time Equivalent</b>
Project Manager	1
Operations Manager	1
Travel Training Coordinator	1
Mobility Assessment Evaluator(s)	TBD

### **5.1.1 PROJECT MANAGER**

Subject to approval by AUTHORITY, CONTRACTOR shall assign a full-time on-site Project Manager. The Project Manager shall demonstrate, by decision and action, competency in all aspects of AUTHORITY's OC ACCESS Eligibility Assessments, Travel Training Program, and Marking and Tethering Program, and have extensive knowledge associated to the requirements of this SOW, including ADA and FTA guidelines relative to the services to be delivered. The Project Manager shall be responsible for the daily operations of the services and ensure that the delivery of services meets or exceeds AUTHORITY's objectives and standards and responds to all significant emergencies.

The Project Manager shall maintain consistent and sufficient contact and communication with AUTHORITY's Project Manager. The Project Manager shall be on-site during normal working hours and be available by telephone (mobile phone included) and email at all times. The Project Manager shall act as the primary liaison between CONTRACTOR and AUTHORITY and attend meetings and events as requested by AUTHORITY's Section Manager of Mobility Management Programs. AUTHORITY shall be provided with the phone number of the Project Manager and his or her immediate subordinate.

The Project Manager shall have a minimum of five (5) years of management and supervisory experience in public transportation or a related field and a minimum of five (3) years of experience in the management and operations of an ADA paratransit eligibility assessment program similar to or larger than OC ACCESS. The Project Manager must demonstrate completion of Easterseals' Project Action Determining ADA Complementary Paratransit Eligibility workshop and Transit and Paratransit Management Certificate Program and shall possess a Certified Travel Training Instructor (ctti) credential.

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

### **5.1.2 OPERATIONS MANAGER**

Subject to approval by AUTHORITY, CONTRACTOR shall assign a full-time on-site Operations Manager. The Operations Manager shall demonstrate, at a minimum, by decision and action, competency in all aspects of AUTHORITY's OC ACCESS Eligibility Assessments and Marking and Tethering Program, and have extensive knowledge of ADA and FTA guidelines associated to the requirements of this SOW.

The Operations Manager shall be responsible for the day-to-day operations of the services provided. The Operations Manager shall be proficient in eligibility assessments, including call center operations and marking and tethering.

The Operations Manager must have a minimum of three (3) years of supervisory experience in public transportation operations or a related field and a minimum of two (2) years of experience in the supervision and operations of ADA paratransit eligibility

assessment program similar to or larger than OC ACCESS. The Operations Manager must demonstrate completion of Easterseals' Project Action Determining ADA Complementary Paratransit Eligibility workshop and Transit and Paratransit Management Certificate Program.

#### **5.1.3 TRAVEL TRAINING COORDINATOR**

Subject to approval by AUTHORITY, CONTRACTOR shall assign a full-time Travel Training Program Coordinator. The Travel Training Coordinator shall be responsible for all travel training related activities, including but not limited to, conducting outreach efforts to attract participants, providing travel training education and instruction, tracking participant intake, assessment and progress through the travel training program, performing follow-ups with participants, and administering and maintaining an inventory of AUTHORITY provided bus passes.

The Travel Training Coordinator shall have a minimum of three (3) years of experience in delivering travel training services. The Operations Manager must demonstrate completion of the Transit and Paratransit Management Certificate Program and shall possess a Certified Travel Training Instructor (ctti) credential.

#### **5.1.4 MOBILITY ASSESSMENT EVALUATORS (MAE)**

CONTRACTOR shall employ, maintain, and assign at all times a sufficient number of qualified Mobility Assessment Evaluators (MAE) to meet the requirements in this SOW. MAEs are necessary to meet the requirements associated with the administration of AUTHORITY's ADA paratransit eligibility assessment process. MAEs who administer and conduct AUTHORITY's certification process shall be trained to proficiency as appropriate to their duties and must demonstrate the ability to perform FACTS (Functional Assessment of Cognition Transit Skills) training prior to performing paratransit eligibility assessment services. MAEs shall have the appropriate education, licensing, certification, and experience to perform the functions of an MAE that includes, but is not limited to:

- Related experience with regard to the functional assessment of individuals with disabilities along with experience working with individuals with disabilities.
- Supervisory experience as appropriate to their job assignments.
- Familiarity with OCTA's public transportation system and the functional abilities needed to use these services.
- Ability to work well with individuals with disabilities and the elderly.
- Good written and oral communications skills.
- Knowledge of complementary paratransit regulations, including, but not limited to, complementary paratransit eligibility.
- Thorough understanding of OCTA's complementary paratransit eligibility certification process and competence in making determinations in compliance with FTA regulations and OCTA policies.

## **5.2 PROJECT STAFFING**

AUTHORITY seeks a skilled, stable, and diligent workforce from CONTRACTOR to ensure that services provided meet or exceed AUTHORITY's objectives and standards. AUTHORITY recognizes the expense and negative effect of employee turnover. Therefore, CONTRACTOR shall demonstrate in its proposal that it has an effective recruitment and hiring program that is intended to minimize employee turnover and retain a high-quality workforce.

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

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

The following project staff or equivalent positions are recommended by AUTHORITY to ensure the efficient operation of AUTHORITY's OC ACCESS Eligibility Assessments, Travel Training Program, and Marking and Tethering Program. CONTRACTOR shall determine and justify the staffing to be provided.

### **5.2.1 CERTIFICATION CENTER SUPPORT STAFF**

Call Center Representatives to facilitate a number of vital elements within several of the services detailed in this SOW. This includes, but is not limited to, eligibility assessment appointment and transportation scheduling, Travel Training recruitment and scheduling, Marking and Tethering scheduling, and takes applicant photos.

A Receptionist role has been previously utilized to help support the in-person eligibility assessment process. The Receptionist role has performed work that includes greeting and assisting applicants feel more comfortably, settled and ready for their appointment, tracking appointments, and coordinating transportation to and from the Certification Center. The Receptionist role ensures that the waiting area is clean, safe, and stocked with alternative transportation material. The Receptionist role is the first contact for Operators dropping off and/or picking up applicants and has previously demonstrated to have excellent organizational and communication skills, and be computer literate on all required software/computer systems used in the services detailed in this SOW.

### **5.2.2 TRAVEL TRAINING SUPPORT STAFF**

The AUTHORITY has chosen not to define the required skill set of the staff needed to support the Travel Training Program. It is expected that firms proposing this work can rely on their experience and success to justify their proposed operating model and the staff needed to execute services in a manner that meets or exceeds AUTHORITY's goals for the Travel Training Program.

### **5.2.3 MARKING AND TETHERING (MAT) SUPPORT STAFF**

There are a variety of approaches to the staffing of the Marking and Tethering (MAT) Program. AUTHORITY prefers an approach whereby all OC ACCESS Eligibility Assessment MAEs and/or Certification Center Support Staff, as appropriate, are cross trained to properly mark and tether mobility devices and mobility aids (i.e., wheelchairs and scooters). With this approach, CONTRACTOR can ensure that MAT services can always be provided with minimal impact to the applicant during their in-person eligibility assessment.

CONTRACTOR may, however, propose a different structure for the staffing of the MAT program that they may deem more responsive to AUTHORITY's program goals.

## **5.3 PERSONNEL POLICIES**

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

CONTRACTOR shall maintain at all times a current list of employees and subcontractor staff assigned to AUTHORITY's contract and provide AUTHORITY with an updated list each month and when otherwise requested.

### **5.3.1 DRESS AND APPEARANCE STANDARD**

CONTRACTOR staff shall be professionally attired when in a position to meet or interface with individuals receiving services within this SOW or with AUTHORITY staff. CONTRACTOR shall provide employee and subcontractors with grooming and appearance policies and standards, that may include a uniform approach to dress and appearance.

### **5.3.2 COMMUNICATION**

CONTRACTOR must provide a language line for all language interpretations. It is expected that a sufficient number of personnel shall be bilingual in both written and spoken English and Spanish at all times.

### **5.4 REMOVAL OF CONTRACTOR STAFF FROM PROJECT**

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

Any CONTRACTOR employee or subcontractor personnel receiving three (3) or more valid complaints within a rolling twelve (12) month period may be removed from the project. AUTHORITY shall notify CONTRACTOR of any person determined to be unsuitable.

## **SECTION 6: TRAINING REQUIREMENTS**

CONTRACTOR shall ensure that all personnel assigned to the project remain trained to proficiency as appropriate to their duties. Training shall be provided in a manner that conforms to all federal, state and local laws and ensures that AUTHORITY's contractual and operational objectives are met. CONTRACTOR shall establish and document the proficiency of its employees including, but not limited to, test and observation results and training undertaken and must be prepared to demonstrate to AUTHORITY that such training has occurred and was satisfactorily completed. It is required that the training of staff be fully and formally documented, and that staff shall be deemed "certified" or fully trained and ready for their positions by CONTRACTOR before starting work.

It is critical that all staff are trained and that all training be well structured, formalized, documented, scheduled, and executed professionally. AUTHORITY requires that each proposal includes a detailed description of the training each employee will receive, including but not limited to, a proposed training schedule, a breakdown of the curriculum, and the amount of time dedicated to each subject/topic within the curriculum. AUTHORITY shall be provided with a copy of all training materials and any updates thereof.

Training of CONTRACTOR employees and their subcontractors shall be the responsibility of CONTRACTOR. AUTHORITY reserves the right to observe training sessions.

## **SECTION 7: FACILITY AND EQUIPMENT**

### **7.1 FACILITY**

AUTHORITY requires that the facility proposed by CONTRACTOR has the appropriate space and is designed to simulate the real-life public transit experience in a safe and controlled environment and is suitable to perform all the services described in Section 4 of this SOW. The facility shall be fully and easily accessible, in compliance with all ADA, California Title 24, and other State, County and City accessibility requirements.

AUTHORITY requires that the facility be centrally located within Orange County and near AUTHORITY's main office building to facilitate efficient coordination with AUTHORITY. AUTHORITY's current address is 600 South Main Street, Orange, but will be moving to 2677 N Main Street, Santa Ana some time in or after calendar year 2027.

CONTRACTOR shall be responsible for providing all furniture, furnishings and equipment, including, but not limited to, utilities, internet, security, rent, maintenance, and insurance. CONTRACTOR facility shall allow AUTHORITY to place its transportation services information kiosk in close proximity to the waiting area. The kiosk serves as an opportunity for AUTHORITY to share alternative transportation information to riders. AUTHORITY shall supply documentation for the kiosk and CONTRACTOR shall ensure it is appropriately stocked.

CONTRACTOR proposal must include pictures and/or renderings of what the proposed facility will look like at the start of the Agreement.

### **7.2 ELIGIBILITY ASSESSMENT EQUIPMENT**

The proposed CONTRACTOR facility shall have accessible bathroom facilities for visitors, a waiting area with a television (no less than a 65-inch TV), DVD player to play AUTHORITY videos, private spaces to conduct eligibility assessment interviews, and tool(s) to measure the length/width/weight of mobility devices.

CONTRACTOR shall be responsible for any and all equipment necessary to conduct in-person functional and cognitive assessments, including, but not limited to visual aids, audio equipment, grip test devices, and bus mock-ups, including steps and lift platforms. The design may include simulated street curb cuts, sidewalks with different surfaces, landmarks, a traffic signal with activated crossing, and the ability to utilize AUTHORITY provided 40-foot fixed-route bus to perform OC ACCESS in-person functional assessments. AUTHORITY's 40-foot fixed-route bus is 40 feet long, 8.5 feet wide, 9.5 feet tall, weighs approximately 26,000 lbs., and does not have any mechanical capabilities and is only able to be moved in a north and south direction.



### **7.3 MARKING AND TETHERING EQUIPMENT**

CONTRACTOR shall be responsible for maintaining an appropriate level of yellow tape, blue tape, and yellow tethers of various sizes to perform Marking and Tethering (MAT) services.

CONTRACTOR must maintain an adequate number of 9" tether straps, 11" tether straps, 13" tether straps, 15" tether straps, and 17" tether straps on inventory to ensure services are provided without delays. CONTRACTOR shall document MAT services provided, including equipment used, by individual in a CONTRACTOR developed and AUTHORITY approved format.

### **7.4 OTHER SUPPORT EQUIPMENT**

CONTRACTOR shall provide its own administrative office telephones, fax machine and any other communications needed. Under no circumstances shall non-AUTHORITY business or personal calls be directed or transferred through AUTHORITY-owned numbers. Use of AUTHORITY-owned telephone numbers is restricted to business related matters.

Other recommended support equipment includes but is not limited to computer(s), printer(s), scanner(s), digital signature capturing device(s), digital camera(s) with storage media, electrical cords for electronic equipment, yellow and blue electrical tape for marking mobility devices, kneeling pads or cushions, rolling examination seats, flashlights, clipboards, tape measures, disposable gloves, scissors or tape cutter, pens, scotch tape, post it notes, stapler and other miscellaneous supplies, storage filing equipment for supplies and documentation.

## **SECTION 8: INFORMATION TECHNOLOGY REQUIREMENTS**

CONTRACTOR shall be responsible for providing all the software and hardware required for general administrative and business support of CONTRACTOR operations.

CONTRACTOR shall be responsible for providing and managing the labor and resources to effectively and competently operate and maintain its own technology assets as well as the information technology (IT) provided by AUTHORITY that are required to be used as described within this SOW. CONTRACTOR shall be capable of, and responsible for, adapting to evolutions in the technology assets and shall be responsible for all training and certifications required to effectively and competently operate and maintain such assets.

CONTRACTOR shall be responsible for providing and managing all other IT assets needed to support its operations under this Agreement. CONTRACTOR shall be responsible for standard IT practices and functions that result in safe, reliable, secure, and efficient IT services.

Third-party hosted environments shall comply with AUTHORITY's "IS Preferred Standards and Practices" (ATTACHMENT 3).

## **8.1 AUTHORITY PROVIDED SYSTEMS**

AUTHORITY shall maintain administrator privileges for all AUTHORITY systems. CONTRACTOR shall be given administrator rights at the application level and not the system level for any AUTHORITY maintained systems.

CONTRACTOR shall submit the General User Agreement form (ATTACHMENT 4) to request an AUTHORITY user credential and be granted access to AUTHORITY networks and/or systems. CONTRACTOR and any subcontractor shall employ rigorous security practices to ensure a safe computing environment that protects all network and IT assets, and AUTHORITY's systems.

CONTRACTOR shall maintain logs of all changes made to AUTHORITY systems which are operated and managed by CONTRACTOR.

### **8.1.1 CUSTOMER COMMENTS**

AUTHORITY utilizes Salesforce to record, track and manage applicant/rider feedback on services and shall be made available to CONTRACTOR. This application is intended to provide a quick and easy way of entering, tracking, and reporting on all activities associated with customer comments for AUTHORITY. CONTRACTOR shall utilize this application to submit investigation results and corrective actions, when applicable, for comments.

### **8.1.1 CLOUD-BASED SOFTWARE-AS-A-SERVICE (SaaS) TECHNOLOGY**

All licenses for the use of AUTHORITY's cloud-based software-as-a-service (SaaS) technology shall be secured and provided by AUTHORITY. CONTRACTOR shall have no ownership of the software, records, and data maintained and generated by this software. CONTRACTOR shall receive train-the-trainer instruction and materials to use AUTHORITY's cloud-based SaaS technology.

### **8.1.1 TELEPHONE SUPPORT SYSTEMS**

CONTRACTOR shall be responsible for the installation and maintenance of any telephones, headsets, telephone lines and other equipment needed to support CONTRACTOR administrative requirements and AUTHORITY services.

AUTHORITY's standard for communications is Genesys Cloud Voice (Genesys), which uses application-based call routing to multiple skillsets (queues). Access to these applications shall be provided by AUTHORITY. Genesys provides one hundred percent (100%) call recording, supervisor and agent ID profiles/skillset assignments, as well as

real-time and historical reporting. CONTRACTOR shall be responsible for adding, changing and removing supervisor agent/agent IDs, dynamically assigning agents to skillsets, and other administrative tasks such as running call center reports via their access to this system. Initial "Train the Trainer" training on Genesys shall be provided by AUTHORITY.

Toll-free voice telephone services shall be provided by AUTHORITY for eligibility assessment appointment and transportation scheduling, travel training scheduling, marking and tethering scheduling, and other service-related inquiries. The phone number for these telephone services shall be owned and provided by AUTHORITY and shall be relinquished to AUTHORITY at the conclusion of this Agreement.

Telephone calls shall be handled by an Automatic Call Distribution (ACD) network system that shall give the caller a choice among options depending upon the purpose of their call. The ACD shall track telephone volume and disposition.

AUTHORITY Help Desk, located in Orange, California shall be used for requesting support with AUTHORITY provided systems and applications.

## **8.2 SECURITY**

CONTRACTOR shall employ rigorous security practices to ensure a safe computing environment that protects CONTRACTOR network and IT assets, and AUTHORITY IT assets. CONTRACTOR shall not, without AUTHORITY approval, remove confidential applicant and customer data from CONTRACTOR facility. CONTRACTOR shall describe how confidential and sensitive applicant information will be protected.

All documentation, electronic or otherwise, developed by CONTRACTOR to support the services under this Agreement, which are not proprietary or developed solely by CONTRACTOR, shall be property of AUTHORITY. CONTRACTOR shall maintain an inventory of such documentation which shall be subject to periodic audit by OCTA.

## **SECTION 9: KEY PERFORMANCE STANDARDS**

CONTRACTOR is required to meet the performance standards listed in this section. All services provided by a subcontractor shall be subject to the same performance standards and not measured independently.

### **9.1 KEY PERFORMANCE INDICATORS**

AUTHORITY shall review the performance standards established regularly to ensure that those standards remain appropriate. AUTHORITY may, at its discretion, adjust standards and penalties to ensure and encourage the improved performance of services. See ATTACHMENT 5 to this SOW for the Performance Standards table.

## **9.2 ASSESSMENT OF PENALTIES**

Before assessing penalties, the AUTHORITY shall use the following procedures:

- AUTHORITY shall notify CONTRACTOR of its intent to assess a penalty during the invoicing process.
- CONTRACTOR shall be allowed to demonstrate that CONTRACTOR could not reasonably have prevented the circumstances giving rise to the penalty. Circumstances which may give rise to a penalty that are caused by actions of AUTHORITY staff, natural disasters, or extreme and unusual conditions shall be considered not preventable. Any such claim shall be supported by adequate documentation and submitted to AUTHORITY in writing.
- If AUTHORITY, in its sole discretion, determines that the circumstances were not preventable, then the penalty may be waived in full or partially.

AUTHORITY's decision to waive the assessment of any penalty shall in no way affect AUTHORITY's rights or intent to assess a penalty for a similar circumstance in the future and shall in no way affect CONTRACTOR's obligation to meet the associated performance standard.

Continued non-performance by CONTRACTOR and/or serious violation of service standards may result in the assessment of penalties up to and including termination of the Agreement. AUTHORITY, under its sole discretion, may waive the assessment of penalties during the first and final three (3) months of the Agreement.

## **SECTION 10: DATA COLLECTION AND REPORTING**

All reporting requirements specified herein shall be applied equally to CONTRACTOR and any subcontractor. CONTRACTOR shall ensure that all reporting requirements are included in contracts for any subcontractor and that these requirements are complied with.

AUTHORITY shall review the established reporting requirements regularly to ensure they remain appropriate. In consultation with the CONTRACTOR, AUTHORITY may, at its discretion, adjust the reporting requirements, including type of reports and frequencies. See ATTACHMENT 6 to this SOW for the Reporting table.

### **10.1 EMPLOYEE DATA REPORT**

CONTRACTOR shall provide a summary (count) of employees, and any subcontractor employees, by position and status (full-time/part-time) monthly.

## **10.2 DAILY ACTIVITY LOG**

CONTRACTOR shall create and maintain a Daily Activity Log for each day that records the basic services provided and all incidents that occurred. The Daily Activity Log shall be provided to AUTHORITY at the close of each calendar month as part of the Monthly Report.

## **10.3 INCIDENT INVESTIGATION REPORT**

CONTRACTOR shall ensure that all incidents, including those involving a subcontractor, are reported to AUTHORITY no later than two (2) hours from the time the incident occurred. CONTRACTOR must complete their investigation within five (5) calendar days.

Initial incident notification shall include, at a minimum and when applicable, the following information:

- Date of Incident
- Time of Incident
- Day of Week of Incident
- Party(-ies) involved
- Staff Name
- Hire Date
- Applicant/Rider Injuries

## **10.4 CUSTOMER COMMENT REPORT**

Any rider comment received directly by CONTRACTOR shall be referred to the Customer Information Center (CIC) for proper handling and documentation.

CONTRACTOR shall be responsible for investigating and entering the results of the investigation in the AUTHORITY provided Salesforce application, including those involving any subcontractor personnel. Investigations shall include providing a detailed summary of findings related to the issues identified in the complaint; identifying any staff involved, and when applicable, providing what actions were taken to address any issue. In addition, CONTRACTOR shall provide statements, recorded calls, and any other information related to comment when requested by AUTHORITY.

Comments that require a response (i.e., call back, e-mail) shall be completed within seven (7) calendar days of receiving the comment and all other comments shall be closed within fourteen (14) calendar days. Additionally, AUTHORITY may submit a request for an expedited investigation of a comment that includes, but is not limited to, sexual harassment claims and seriously disruptive conduct. The expedited investigation process will need to include communication with AUTHORITY Section Manager.

CONTRACTOR shall regularly review and analyze all received comments for trends and issues that need to be addressed to reduce or eliminate future comments on the same

issues. CONTRACTOR shall provide AUTHORITY with a written report quarterly, at a minimum, that identifies actions to be taken to reduce the number of valid complaints.

## **10.5 CALL CENTER REPORT**

Genesys Cloud Voice provides Call Center Automatic Call Distribution (ACD) application-based call routing to multiple skillsets (queues) and agent assignment. This system provides supervisor and agent identification (ID) profiles/skillset assignments, as well as real-time and historical reporting including: calls accepted, calls answered, calls abandoned, calls transferred, average wait time for answered calls, average wait time for abandoned calls, maximum wait time for answered calls, maximum wait time for abandoned calls, average call length, and the average number of agents on duty.

Call center reports shall be made available to CONTRACTOR. CONTRACTOR is responsible for running, analyzing, and providing these reports to AUTHORITY. AUTHORITY may request additional call center performance analysis and reports as necessary.

## **10.6 PERFORMANCE REPORT**

CONTRACTOR shall design a performance report, to be reviewed and approved by AUTHORITY, inclusive of all services provided.

### **10.6.1 OC ACCESS ELIGIBILITY ASSESSMENTS**

The performance report for OC ACCESS Eligibility Assessments shall include, but is not limited to, the number of applications processed, the breakdown of eligibility determinations made (including approvals, denials, and conditional approvals), and compliance with the twenty-one (21)-day ADA eligibility processing rule. Additionally, the report must outline the scheduling efficiency of assessments, post-assessment briefings conducted with applicants, any referrals to travel training.

### **10.6.2 TRAVEL TRAINING**

The performance report for the Travel Training Program shall include, but is not limited to, the progress of all transit training activities, the number of completed travel training services provided (Group Workshop and Individual/Small Group Instruction), language offered, and survey results. Additionally, CONTRACTOR shall provide an inventory of AUTHORITY provided promotional fares given to participants who complete the program. Finally, a brief overview of future initiatives, including follow-ups with individuals who have completed one-on-one and/or small group travel training instruction.

### **10.6.3 MARKING AND TETHERING**

The performance report for the Marking and Tethering (MAT) program must include, but is not limited to, the total number of MAT services requested and completed, a breakdown

by the type of mobility device serviced and the equipment used (i.e. tape and/or tethers), the number of participants and their respective OC ACCESS rider identification numbers, when applicable. Photos taken should be stored safely and securely and made available to AUTHORITY upon request.

#### 10.7 AMERICAN BUS BENCHMARKING GROUP (ABBG) REPORTING

AUTHORITY is an active member of the American Bus Benchmarking Group (ABBG). The ABBG is a consortium of mid-sized bus agencies in North America that was established in 2011 to benchmark performance and share experiences and best practices.

The objectives of the ABBG are:

- To develop a concise, well-balanced and comparable Key Performance Indicator system for performance measurement for use by American bus agencies that determine strengths and weaknesses, prioritize areas for improvement and support dialogue with stakeholders (e.g. senior management, board, government).
- To provide benefits to all members by understanding the reasons for performance levels and trends and by identifying best practices.
- To facilitate the sharing of knowledge and best or otherwise interesting practices in a confidential environment.
- To establish an ongoing benchmarking process that considers the financial and labor resources available to participating mid-sized agencies.

CONTRACTOR shall be required to work with AUTHORITY to submit information and data relevant to the goals of ABBG as needed.

#### 10.8 RETENTION OF FILES AND RECORDS

All documentation electronic or otherwise, developed by CONTRACTOR to support routine operations under this Agreement which are not proprietary or developed solely by CONTRACTOR shall be the property of AUTHORITY. CONTRACTOR shall maintain an inventory of such documentation, which shall be subject to periodic audit by AUTHORITY.

CONTRACTOR shall not, without AUTHORITY approval, remove confidential applicant data on portable devices including, but not limited to, laptop computers, zip disks, portable hard drives, or Universal Serial Bus (USB) thumb drives. CONTRACTOR shall make it a priority to protect the confidentiality of sensitive rider data.

All files and records relating to the processing of applications and the provision of services under this Agreement which are not returned to OCTA shall be retained by CONTRACTOR for period of one (1) year. Upon request from AUTHORITY, such records will be made available for review and copying at CONTRACTOR's offices during normal business hours.

## **SECTION 11: INVOICES AND BILLING**

The invoice for services rendered shall follow a format approved by AUTHORITY. All relevant back-up documentation, including monthly reporting, shall be included with the invoice. Invoices shall be submitted to AUTHORITY's Accounts Payable and Project Manager by the 10th of the following month.

AUTHORITY shall remit payment within thirty (30) days of receipt and approval of each invoice. CONTRACTOR shall certify as accurate all information given to AUTHORITY. CONTRACTOR shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed under this Agreement on file for at least five (5) years following the date of final payment to CONTRACTOR by AUTHORITY. Any authorized representative of AUTHORITY shall have access to such records for inspection and audit.

CONTRACTOR shall be solely responsible for the payment and actions of any subcontractors and their employees when performing duties under this Agreement.

### **11.1 OC ACCESS ELIGIBILITY ASSESSMENT COMPENSATION**

CONTRACTOR shall be reimbursed per eligibility assessment completed. The invoice submitted by CONTRACTOR shall detail the number of assessments completed, along with supporting documentation. Proposals shall include cost proposals for in-person and virtual assessments, reflecting the specific resources and time required for each method.

### **11.2 TRAVEL TRAINING COMPENSATION**

CONTRACTOR shall be reimbursed per transit training workshop and per individual or small group transit training session completed.

The invoice submitted by CONTRACTOR shall detail the number of assessments completed, along with supporting documentation that includes, but is not limited to, a statement listing workshop attendees, follow-up activities conducted, and accounting for OC Bus passes distributed by CONTRACTOR. Proposals shall include cost proposals for transit training workshops and individual or small group transit training sessions performed, including those performed with language interpretation.

### **11.3 MARKING AND TETHERING COMPENSATION**

CONTRACTOR shall be reimbursed per marked and/or tethered mobility device or mobility aid (device). The invoice submitted by CONTRACTOR shall detail the number of devices serviced, along with supporting documentation. Proposals shall include cost proposals for device type serviced, reflecting the specific resources and time required to perform each task.



## **SECTION 12: EMERGENCY PREPAREDNESS**

Following natural, technological or human-caused emergencies, local emergency management may request resources from AUTHORITY. AUTHORITY depends upon the resources available internally and from its service contractors to fulfill requested support for emergency response operations.

### **12.1 EMERGENCY PREPAREDNESS TRAINING**

CONTRACTOR shall provide appropriate staff training to maximize the availability and capability to support continuity of operations and respond to emergency service requests. Staff critical of supporting emergency service requests include but are not limited to administrative and management staff.

The following preparations are required to respond to a request for Emergency Resources:

- CONTRACTOR shall implement a training program for the key personnel that includes National Incident System Management (NIMS) and Standardized Emergency Management System (SEMS) compliant training courses that includes, but are not limited to, Incident Command System (ICS) ICS-100, ICS-200, ICS-700, IS-29. Training must be completed within six (6) months of being assigned to a key role. CONTRACTOR must provide proof of completion to AUTHORITY upon completion.
- CONTRACTOR shall maintain current call-down information which shall include, but not be limited to, direct phone line and cell phone numbers, for use by AUTHORITY during business hours, after hours, and on weekends/holidays for alert notification and mobilization of resources.

### **12.2 EMERGENCY ASSISTANCE RESPONSE**

In the event of a regional emergency requiring paratransit resources, AUTHORITY shall notify CONTRACTOR to coordinate response activities. The following procedures are required to respond to a request for emergency resources:

- Throughout the response to emergencies, CONTRACTOR shall advise AUTHORITY regarding resource availability and resource limitations.
- CONTRACTOR shall leverage all available resources to support continuity of operations while also responding to emergency service requests, up to and including ongoing twenty-four (24)-hour operations.
- CONTRACTOR resources used during emergency response, including liability and responsibility, shall remain under the control and authority of CONTRACTOR.

- CONTRACTOR shall provide a separate invoice(s) to AUTHORITY for emergency services that includes the hourly rate for staff supporting the continuity of operations. Such invoices shall be provided in formats as may be required for reimbursement by the Orange County Office of Emergency Management, the California Emergency Management Agency, or the Federal Emergency Management Agency. Proposals shall include hourly rate cost proposals for supporting the continuity of operations.

## **SECTION 13: TRANSITION TO SUBSEQUENT CONTRACTOR**

Some of the services performed within this contract involve an essential and federally mandated public function required of all public entities that provide fixed route bus or rail service. Failure to provide the service, as required by 42 U.S.C. §12143 and the applicable regulations contained in 49 C.F.R. Part 37, is a violation of both federal and state civil rights of the riders. As such, performance to the level required and applicable to the law is critical.

### **13.1 CONTRACTOR TRANSITION RESPONSIBILITIES**

#### **13.1.1 TRANSITION ACTIVITY**

If necessary, the CONTRACTOR shall cooperatively participate in the transition of these services to a new contractor. Up to three (3) months prior to the conclusion of this Agreement, CONTRACTOR shall participate in meetings, provide necessary records, and provide the new contractor with reasonable access to employees in such a manner as to ensure the transition results in minimum disruption to the processing and completion of services.

#### **13.1.2 TRANSITION PLAN**

CONTRACTOR's proposal shall include details as to how the transition of the operation would be handled at the end of the term. Some areas to be addressed include, but are not limited to, employee retention during the transition period, allowing new contractor access to existing employees, and the handling of training records.

Cooperation in furnishing copies of training records will be a requirement of this Agreement. These requirements are to ensure a smooth transition of service and to eliminate possible service disruption.

### **13.2 AUTHORITY TRANSITION RESPONSIBILITIES**

During the transition, AUTHORITY shall conduct meetings with the CONTRACTOR and new contractor to discuss specific transition activities, service procedures, administration, records and the timeframe in which the transition must occur. As requested by

AUTHORITY, the CONTRACTOR must make pertinent records accessible to both the AUTHORITY and the new contractor within three (3) days of AUTHORITY's request.

Within sixty (60) days after the termination of the Agreement or any extension thereof, CONTRACTOR shall complete and submit all required reporting through the termination date of this contract, and box, label and convey to AUTHORITY all original documentation as directed by AUTHORITY.

JUNE 2023

# RIDER'S GUIDE

Everything you need to know to use OC ACCESS!



## OC ACCESS Rider Information

Name: \_\_\_\_\_

OC ACCESS ID Number: \_\_\_\_\_



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## GUIDE TO OC ACCESS

OCTA observes the following holidays and will be closed. Some services may operate under holiday hours:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

### OC ACCESS RESOURCES

#### OC ACCESS Reservations and Information

Phone: (877) 628-2232, TDD 7-1-1

Hours: 7 a.m. to 5 p.m. Monday through Friday

8 a.m. to 5 p.m. Saturday, Sunday, and Holidays

#### OC ACCESS Ride Status and Cancellations

Phone: (877) 628-2232, TDD 7-1-1

#### OC ACCESS Eligibility

Phone: (714) 560-5956, TDD 7-1-1

Hours: 8 a.m. to 5 p.m. Monday through Friday

Fax: (714) 560-5914

Email: [accesseligibility@octa.net](mailto:accesseligibility@octa.net)

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## **ADDITIONAL RESOURCES**

### **OCTA Customer Information Center**

Phone: (714) 636-7433, TDD 7-1-1

Hours: 7 a.m. to 7 p.m. Monday through Friday  
8 a.m. to 6 p.m. Saturday and Sunday  
8 a.m. to 5 p.m. Holidays

Riders are encouraged to call OCTA's Customer Information Center to share any comments/complaints about OC ACCESS service.

### **OC BUS Reduced Fare**

OC ACCESS riders receive reduced fare on OC Bus.

Phone: (714) 560-5596

Hours: 8 a.m to 2 p.m Monday through Friday

### **Same-Day Taxi**

Phone: (877) 628-2232, TDD 7-1-1

Hours: 6 a.m. to 8 p.m., Seven (7) days a week,  
including holidays



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## **OCTA Lost and Found**

Phone: (714) 560-5934, TDD 7-1-1

Hours: Monday – Thursday 8 a.m. to 12:30 p.m. and  
1:30 p.m. to 4 p.m.

Friday: Pickup by appointment only.

For calls outside of normal business hours, please leave a voice message and a representative will return your call.

All customers must have a confirmed claim number before visiting Lost and Found.

## **TRANSIT CONNECTION NEWSLETTER (AUDIO VERSION)**

Phone: (714) 560-5608, TDD 7-1-1

A recorded version of the Transit Connection Newsletter is available 24 hours a day. The Transit Connection Newsletter is recorded in English and Spanish and contains useful tips and information about OC ACCESS. Additional languages available upon request.

## DEFINITION OF ADA PARATRANSIT SERVICE (OC ACCESS)



OC ACCESS is part of the comprehensive public transportation system serving Orange County. OC ACCESS is a shared-ride complementary paratransit service of Orange County Transportation Authority (OCTA) in compliance with the provisions of the Americans with Disabilities Act of 1990 (ADA) and the final rule for 49 CFR Parts 27, 37, and 38 issued by the U.S. Department of Transportation (DOT) in the 9/6/1991 Federal Register.

OC ACCESS is provided to people with disabilities who, because of their disability, are unable to independently ride fixed-route bus or train services all or some of the time. As a shared-ride service, riders should expect that other riders will be on the vehicle for most, if not all, of their rides.

## **ADA Paratransit is...**

- A shared-ride public transportation service provided within a  $\frac{3}{4}$  mile radius of fixed-route service.
- A curb-to-curb service (base level).
- Comparable to the level of service (service area, operating hours, etc.) and travel time provided on OC Bus.
- OC Bus service changes four times in the year in February, May, August, and November. This change impacts all modes of service, including OC Bus, OC ACCESS, and OC Flex. OCTA will make an effort to inform the riders of the upcoming service changes.

For most up-to-date information regarding the OC Bus service, please visit us at [www.octa.net](http://www.octa.net).

## **ADA Paratransit is Not...**

- A private service without other riders on the vehicle.
- A shopping service allowing unlimited bags and packages.
- A medical transportation service.

*Definition of ADA Paratransit Service***Qualifying for OC ACCESS**

49 CFR Part 37 Section 37.123 of the ADA defines the standards and sets forth the minimum requirements for eligibility for complementary paratransit service. Eligibility is based on a person's individual functional abilities and limitations, not a specific age, diagnosis, or disability. Under the ADA, complementary paratransit service is not intended to be a comprehensive system of transportation for individuals with disabilities, and simply having a disability or multiple disabilities does not, in and of itself, entitle a person to be eligible.

## ELIGIBILITY DETERMINATION PROCESS



### Eligibility Process

49 CFR Part 37 Section 37.125 of the ADA allows OC ACCESS to have an eligibility determination process that includes the completion of a paper application and in-person interview with a functional assessment.

OC ACCESS provides transportation to and from the eligibility center free of charge. Please note that the entire process, including travel to and from the appointment, varies but can take 3 to 4 hours.

To schedule an OC ACCESS in-person assessment, applicants may call OC ACCESS Eligibility at (714) 560-5956 ext. 2, TDD 7-1-1.

## **Preparing for the Eligibility Assessment**

Applicants are encouraged to bring their mobility devices, walking aids and/or service animals that will be used on OC ACCESS vehicles.

## **Eligibility Determination**

The applicant will be notified in writing about their eligibility within twenty (21) days following the completion of the in-person assessment. Applicants approved for OC ACCESS will receive a unique identification number for use during ride reservations.

## **Presumptive Eligibility – Application Process**

If the determination process is not completed within twenty-one (21) calendar days, per ADA requirements, on the 22nd day the applicant is presumed to be eligible and may use OC ACCESS until a decision is made.

## **Eligibility Period**

Eligibility periods range from three (3) months to a maximum of five (5) years. The exact eligibility period is determined on a case-by-case basis and is reflective of disability type and severity, as well as their impact on the individual using fixed-route bus services independently.

## **Recertification**

The rider will receive a form letter notifying them that their eligibility is up for renewal two (2) months prior to expiration. Failure to return the form letter in a timely manner may result in loss of service.

## **Appeals Process**

Individuals who have been found not eligible, conditional, trip-by-trip, or temporarily eligible for OC ACCESS have the right to appeal their eligibility determination by contacting OC ACCESS Eligibility.

Requests for an appeal must be made within sixty (60) calendar days from the date the notice of eligibility determination was issued.

Upon receipt of a request to appeal, OC ACCESS will contact the individual to schedule an appeal hearing within thirty (30) days. Individuals must be available to participate at a mutually agreed upon date, location (if applicable), and time. Upon request, transportation is provided to the appeal hearing at no charge.

## **Appeals Decision**

OC ACCESS will advise individuals in writing of its decision concerning their appeal within thirty (30) days of the hearing. The Appeals Committee is a three (3) person committee consisting of individuals not involved in the original eligibility determination. Individuals will have the

opportunity to be represented at the hearing and are able to present information and arguments. The decision of the Appeals Committee is final.

### **Presumptive Eligibility - Appeals**

OC ACCESS is not required to provide transportation service to an individual pending the determination of an appeal. However, if OC ACCESS has not made a decision within 30 days from the appeal hearing date, the individual will be given presumptive eligibility of OC ACCESS from that time until and unless a decision to deny the appeal is issued.

### **Service Types (Standard and Subscription Services)**

OC ACCESS provides two (2) types of ADA paratransit transportation services:

- Standard Service: Riders must call to reserve rides.
- Subscription Service: Rider is approved for ongoing service without the need to make a reservation (limited availability).

### **Days and Hours of Operation**

49 CFR Part 37 Section 37.131(e) of the ADA requires OC ACCESS to operate on the same days and hours as those of OC Bus. Please call OC ACCESS reservations for service hours in a particular area. OC ACCESS riders should be aware that service changes are made four times per year. Updated service information can be found at [www.octa.net](http://www.octa.net).



## SERVICE INFORMATION



### **Ride Purpose and Limits**

49 CFR Part 37 Section 37.131(d) of the ADA prohibits OC ACCESS from applying restrictions or priorities on the reason or destination of a ride. There are no limits on the number of rides that can be made using ADA paratransit service. A ride will be scheduled if it begins and ends within the OC ACCESS service area and hours of operation.

### **Curb-to-Curb Assistance**

The definition of curb-to-curb assistance is that the rider will be picked up at the closest curb to the pick-up location and will be taken to the closest curb of the drop-off location. This is OC ACCESS's base level of service. OC ACCESS will only service locations that can be safely and legally accessed by drivers.

## **Door-to-Door Assistance**

49 CFR Part 37 Section 37.129(a) of the ADA requires that OC ACCESS provide ADA paratransit eligible persons origin-to-destination service, or Door-to-Door service. For those requiring assistance beyond the curb due to their disability, drivers will assist riders as far as their door if it is safe for the driver to do so. Riders are encouraged to share their need for permanent Door-to-Door assistance during their eligibility assessment. However, riders may also request Door-to-Door assistance while making a ride reservation or at the ride origin and/or destination.

For all requests for Door-to-Door assistance, the driver will determine if it is safe to provide such assistance.

In order to receive Door-to-Door assistance, the following conditions must be met:

- The first exterior door at the building's entrance must be no more than 50 feet from the vehicle.
- The driver must be able to maintain sight of vehicle at all times.
- There must be a safe and accessible path of travel from the vehicle to the first exterior door. No steps or stairs are allowed.
- There must be a safe place to park on a roadway or parking lot.
- The parked vehicle must not block or impede traffic.

If any of the above conditions are not met, the location is considered non-serviceable for Door-to-Door assistance and the driver will instead provide curb-to-curb service for that location.

## **Fares**

The base fare for OC ACCESS is \$3.60 per rider (19 years of age or older) for each one-way ride.

Fares must always be paid in full and can be paid using cash or coupons. Per 49 CFR Part 37 Section 37.131(c) of the ADA, OC ACCESS may not charge more than twice the fare that would be charged using OC Bus.

The information below will help riders better understand the OC ACCESS fare policy:

- Riders must pay the full fare when boarding the vehicle.
- Drivers are unable to provide change.
- Riders paying less than the full fare will not be transported and will be marked as a no-show.
- Riders who establish a “pattern or practice” of no-shows may have their service suspended.

## Fare Table

Eligible Rider (Adult)	\$3.60 (19 years and older)
Eligible Rider (Youth)	no charge (18 years and younger)
Personal Care Attendant	no charge
Guest	\$3.60 (6 years and older)
Guest (Child)	no charge (5 years and younger)

## OC ACCESS Coupon Sales

### Order in-person:

- At the OCTA Store located at 600 S. Main Street, Orange, CA 92863 (cross street La Veta).
- 8:00 a.m. to 5:00 p.m. Monday through Friday. (closed major holidays).
- Acceptable forms of payment include cash, personal check, money order, American Express, Visa or MasterCard debit or credit cards.

Or

- At a neighborhood grocery store including Vons, Pavilions, Ralphs, and Northgate Markets during their regular hours of operation.
- Pass sales locations can be found at: [www.octa.net/pdf/passloc.pdf](http://www.octa.net/pdf/passloc.pdf).
- Each market's acceptable forms of payment vary.
- It is recommended that riders call ahead to confirm that the OC ACCESS pass and desired payment method is available.

### Order by phone:

- Call (714) 560-5932
- 8 a.m. to 2 p.m. Monday through Friday (closed major holidays).
- Acceptable forms of payment include American Express, Visa, or MasterCard debit or credit cards.

### Order Online:

- 24 hours a day at <https://passsales.octa.net>.
- Acceptable forms of payment include American Express, Visa, or MasterCard debit or credit cards.

Orders placed online or by phone are subject to shipping and handling charges. Riders are encouraged to purchase OC ACCESS coupons in-person.

### **Personal Care Attendants**

A personal care attendant helps an individual with a disability meet their personal needs. Personal care attendants may be an employee of the rider, a relative, a friend, or a care provider. Please inform the reservation operator of the presence of a personal care attendant when scheduling a ride.

As is required by 49 CFR Part 37 Section 37.131(c)(3) of the ADA, one (1) personal care attendant may ride free when accompanying an eligible rider on OC ACCESS.

### **Guests**

One (1) guest in addition to a personal care attendant is permitted to accompany a rider. Additional guests may be added on a space available basis. However, additional guests may not be guaranteed. Each guest is required to pay the full fare of \$3.60.

## Children/Youth

If space is available, up to three (3) children, five (5) years old and younger, may ride free with each OC ACCESS-eligible, fare-paying rider. Per California law, children eight (8) years of age or shorter than 4'9" tall must use a car or booster seat. OC ACCESS does not provide car or booster seats. Drivers will, however, assist riders with installing a car seat or booster seat upon request.

**NOTE:** When making a reservation, riders must share when they are traveling with a personal care attendant, guest, child, service animal, oxygen tank, packages / bags, using a wheelchair, etc. This helps ensure that space is available in the vehicle.

## REQUESTING A STANDARD SERVICE RIDE



49 CFR Part 37 Section 37.131(b)(4) of the ADA allows reservations for OC ACCESS to be scheduled one (1) to three (3) days in advance of the day of travel. OC ACCESS reservation requests can be made by telephone or by using the OC ACCESS online booking system. For each round trip, riders must make separate one-way rides. Drivers do not wait for riders at destinations, even if it is just a quick ride, like dropping off mail at a post office.

Accessible vehicles will be sent to riders with disabilities using wheelchairs and scooters. According to Appendix E of 49 CFR Parts 27 and 37, Final Rule, specific vehicle requests will be denied as it presents a fundamental alteration of the service. However, through the reasonable



modification process, a request for an accessible vehicle for riders who have difficulty using steps, including those that use canes, crutches, walkers, and other assistive devices may be allowed.

## **Negotiating Ride Times**

49 CFR Part 37 Section 37.131(b)(2) of the ADA allows for a negotiated pick-up time within one (1) hour before or after the requested pick-up time. Due to the large volume of OC ACCESS rides requested, OC ACCESS is not always able to assign riders the exact pick-up or arrival time that they request. OC ACCESS makes every effort to offer ride times as close as possible to the rider's requested pick-up or arrival time.

## **Busiest Time of Day**

When reserving a ride, OC ACCESS riders are encouraged to consider the busiest times of day, as they may experience significant travel delays. Delays can be unpredictable and are often due to more vehicles being on the road, accidents, and construction. These delays, may impact the services provided by OC ACCESS.

## **Days and times when riders may experience delays:**

- Mornings 7 a.m. to 9 a.m.
- Afternoons 2 p.m. to 4 p.m

## **Required Reservation Information**

Riders must have the following information ready when making each ride reservation:

- OC ACCESS identification number.
- The travel date.
- The exact street address of the desired pickup location.
- The exact street address of the desired destination.
- Desired pick-up time OR desired arrival time (riders may only choose one).
- The best contact number to be reached for each ride.
- If rider will be traveling with a personal care attendant, guest, or child/youth.
- Type of mobility aid the rider, personal care attendant, guest or child/youth will bring, if any (such as a walker, wheelchair/scooter, or service animal).

It is recommended that riders make a note of the reservation operator's name, date, and pick-up time of your reservation.

## **MAKING A RESERVATION**

### **Telephone Reservations**

49 CFR Part 37 Section 37.131(b)(1) of the ADA requires that OC ACCESS service reservations hours be consistent with OCTA's standard office hours, at a minimum. OC ACCESS ride requests are taken Monday through Friday from 7 a.m. to 5 p.m., and on Saturday, Sunday, and Holidays from 8 a.m. to 5 p.m. by calling OCTA-ADA at (877) 628-2232, TDD 7-1-1.

### **Online Booking System**

The online system gives riders another option to book, cancel, or check their OC ACCESS rides from anywhere using a computer, smartphone, or tablet.

To launch the online booking system, visit:  
<https://ocaccessonline.octa.net>

Riders must enter their OC ACCESS identification number

## *Requesting A Standard Service Ride*

under Client ID, then their unique password.

When using the online booking system, riders can:

- Log into the system at any time to book rides two (2) or three (3) days in advance, if booking the day before, the rider must log in and complete their booking by 5 p.m.
- Cancel previously booked rides.
- Check on rides.
- Review previously booked rides.

The online booking system will not assist with the following:

- Book subscription rides.
- Add restrictions.
- Change or add a mobility device.

To obtain a password, or to recover a lost identification number or password, please call OC ACCESS Eligibility at (714) 560-5956, TDD 7-1-1 or email

## WAITING TO BE PICKED-UP



[accesseligibility@octa.net](mailto:accesseligibility@octa.net).

### **30-Minute Pick-Up Window**

The reservation operator will provide the rider a 30-minute pick-up window (for example: 6:45 a.m. – 7:15 a.m.). The vehicle may arrive at any time within this 30-minute period. As a result, the rider must be ready and waiting in a visible location at the start of the pick-up window and wait the entire 30 minutes or until the vehicle arrives.

The graphic below shows the 30-minute pick-up window,



with a pick-up window of 6:45 a.m. to 7:15 a.m.

### **Driver Wait Time**

It is important for the rider to be at the designated pick-up location at the scheduled pick-up time. The driver will wait a minimum of five (5) minutes upon arrival at the curb or designated pick-up point.



The driver is not permitted to wait while the rider conducts business at their destination. The rider will need to make a reservation in advance for their return ride. Pick-up time and driver wait time requirements also will apply to the return ride.

## DURING THE RIDE



### Checking On a Pick-Up

If the vehicle does not arrive within the 30-minute pick-up window, the rider may check on the status by calling (877) 628-2232, TDD 7-1-1, pressing “3”. Additionally, riders can log on to the OC ACCESS online website by visiting <https://ocaccessonline.octa.net>.

PLEASE DO NOT CALL TO CHECK THE STATUS OF A PICK-UP UNTIL THE 30 MINUTE PICK-UP WINDOW

HAS EXPIRED.

## **Travel Time**

OC ACCESS is comparable to the level of service (service area, operating hours, etc.) and travel time provided on OC Bus, as required by the Department of Transportation's (DOT) Rules and Regulations, 37.121.

ADA paratransit travel time is determined by considering the equivalent ride if taken on OC Bus. This includes the time it takes to walk to the bus stop, wait for the bus, travel time on the bus, and walking to the final destination. Many rides on OC Bus include transfers and, therefore, travel time also includes the additional wait times when transferring from one OC Bus route to another.

49 CFR Part 37 Section 37.131(f)(3)(i)(c) of the ADA prohibits OC ACCESS from having a substantial number of trips with excessive trip lengths. As suggested in the FTA ADA Circular C 4710.1 Section 8.5.5, OCTA analyzes a sample of trips lengths periodically to ensure that trip lengths are comparable to using OC Bus.

When planning a ride, please be aware that the ride will likely be shared with other OC ACCESS riders and picking-up and/or dropping-off other riders will occur during most or all rides. Therefore, riders cannot expect to be taken



directly to their destination.

The following are estimates on how much time a ride may take when riding OC ACCESS depending upon time of day, location, and traffic patterns:

Miles	Estimated Travel Time
1-10	30 minutes – 1.5 hours+
11-20	1 hour – 2 hours+
21-30	1.5 hours – 2.5 hours+
30+	2 hours – 3 hours+

### **Changing Drop-Off Location / Requesting Detours**

Drivers are not allowed to change a drop-off location or take alternate routes to a destination. OC ACCESS is origin-to-destination service, and the driver is required to service pick-up and drop-off locations detailed in their

## SUBSCRIPTION SERVICE



route information.

### **Qualifying For Subscription Services**

Per 49 CFR Part 37 Section 37.133 of the ADA, subscription service may be available for riders who travel consistently on specific day(s) of the week, at the same time, and to and from the same destination. The purpose of subscription service is to enable OC ACCESS to create efficient routes for riders who have similar travel patterns. As a result, riders who are granted subscription service can enjoy the convenience of having their rides automatically scheduled

without having to call OC ACCESS to schedule each ride. Before applying for subscription service, it is important for riders to understand the following information:

- OC ACCESS complies with federal regulations regarding the total number of subscription rides scheduled.
- A request for subscription service is not automatically filled.
- Subscriptions will be offered on a space available basis, based on vehicle routing and riders must have a consistent travel history without excessive no-shows.
- When a subscription is requested, OC ACCESS schedulers will negotiate within the ADA guidelines to arrange effective and efficient service for all riders.
- The full fare for subscription service rides is \$3.60 per rider for each one-way trip. All required OC ACCESS fares must be paid in full when boarding.
- Rides must be cancelled at least one (1) hour before the pick-up time.
- Subscription rides may be periodically reviewed for efficiency and feasibility.
- Subscription service may be periodically changed due to OC Bus service revisions.

## **Applying For Subscription Services**

To request subscription service, riders may call (877) 628-2232, TDD 7-1-1. Riders must be prepared to provide the following information:

- OC ACCESS identification number.
- The travel day/s and time/s.
- The exact street address of the desired pickup location.
- The exact street address of the desired destination.
- Desired pick-up time or desired arrival time (riders may only choose one).
- The best contact number to be reached for each ride.
- If rider will be traveling with a personal care attendant, guest, or children/youth.
- Type of mobility aid the rider will bring, if any (such as a walker, wheelchair/scooter, or service animal).

## **Changing Subscription Service**

Subscription Service rides may not be changed. If a rider needs to travel on a different day and/or time, or from a different origin and/or to a different destination, the Subscription ride must be cancelled, and the rider must

schedule a Standard Service ride.

### **Suspending Subscription Service**

Riders can put a subscription ride on “hold” for up to one (1) month. When ready to resume service, riders must call OC ACCESS reservations at (877) 628-2232 or TDD 7-1-1 seven (7) days in advance to reinstate the subscription. If a “hold” is needed for longer than one (1) month, riders may be asked to reapply for Subscription Service. Such a determination will be made on a case-by-case basis.

If a subscription customer receives one (1) service suspensions in a floating 12-month period, the subscription

## CANCELING A RIDE, NO-SHOWS & SUSPENSION



will be cancelled.

### **Canceling a Ride**

If unable to take a scheduled ride, riders must cancel the ride by calling OC ACCESS as soon as possible. In order to avoid a no-show, rides must be cancelled at least one (1) hour before the pick-up time by calling (877) 628-2232, TDD 7-1-1, pressing “2”, or using the online booking system by visiting <https://ocaccessonline.octa.net>.

## **No-Shows Policy**

49 CFR Part 37 Section 37.125(h) of the ADA allows OC ACCESS to be suspended for a rider who establishes a “pattern or practice” of no-shows. If no-shows exceed 10% of a rider’s overall scheduled monthly rides, accrued three (3) or more no-shows in a calendar month, and has scheduled at least ten (10) trips that month, services may be suspended.

### **Definition of a No-Show**

- A ride that is cancelled less than one (1) hour before the scheduled pick-up time (also called a late cancellation).
- Canceling a ride with a driver upon arrival of the vehicle.
- Missing a scheduled ride when the vehicle arrived within the 30-minute window.

If the rider is not at the scheduled pick-up location at the scheduled time, the driver will wait for five (5) minutes before reporting the rider as a no-show (missing a scheduled ride).

## *Canceling A Ride, No-Shows & Suspension*

### **Circumstances Beyond a Rider's Control**

OC ACCESS understands that there are times when a rider misses a ride due to a medical emergency or other circumstance beyond their control. Riders have the right to appeal or dispute all no-show decisions. No-shows that have been identified as "invalid" will not count towards suspension of service.

### **Warnings**

Rider no-shows are tracked each month. However, it is the rider's responsibility to track their no-shows to ensure that they are kept to an acceptable level. It is also the rider's responsibility to ensure that OC ACCESS is properly informed of any change in mailing address to ensure that all correspondence is received in a timely manner.

A warning/suspension letter will be sent to the rider after meeting all the above conditions for that same month. The letter will remind and inform the rider of the no-show policy, the appeals process, and that their OC ACCESS privileges are in jeopardy of being suspended.



The information below details no-show related penalties within a 12-month period:

- First and second no-show or late cancellation within a calendar month:

**Action taken:** None.

- Third no-show or late cancellation within a calendar month and all no-show conditions have been met:

**Action taken:** A Warning/Suspension Letter will be sent to the rider's address of record.

This notification will advise the rider of the OC ACCESS intent to suspend the rider from the service for a period of seven (7) days for the first offense.

Riders may submit a request to excuse any no-show or late cancellation that they believe to be incorrect or beyond their control within fifteen (15) days of the date of the Warning/Suspension Letter.

To submit a request: contact OC ACCESS Reservations and Information at (877) 628-2232 ext. 9, TDD 7-1-1, in writing at: OC ACCESS Attn: OC ACCESS Eligibility PO Box 14184 Orange, CA 92863 or by email at: [accesseligibility@octa.net](mailto:accesseligibility@octa.net)

*Canceling A Ride, No-Shows & Suspension*

If there is no response to the Warning/Suspension Letter within fifteen (15) days:

**Action taken:** A suspension will take place thirty (30) days from the date of the Warning/Suspension Letter.

OC ACCESS will provide thirty (30) days from the date of the Warning/Suspension Letter to allow the rider to make alternative transportation arrangements.

## Penalties

The No-Show suspension policy dictates the following no-show suspension outcomes within a 12-month period:

- First offense: 7-day suspension
- Second offense: 14-day suspension
- Third offense: 21-day suspension
- Fourth offense: 28-day suspension, maximum

## Appeals

Suspensions due to no-shows may be appealed with a formal appeals board. Complete information about the appeals process will be included with the service suspension letter. The rider will have fifteen (15) days to appeal the suspension and will receive notification within thirty (30) days of the appeal decision before a suspension

## SAFELY RIDING OC ACCESS



takes effect.

### **Mobility Devices (Wheelchairs & Scooters)**

49 CFR Part 37 Section 37.165(b) of the ADA requires that OC ACCESS transport riders using mobility devices. The ADA defines a wheelchair as having three (3) or more wheels usable indoors, designed or modified to assist with mobility, and manual or battery powered.

The OC ACCESS vehicle lift and ramp capabilities are 1,000 lbs. and can accommodate wheelchairs up to 30" wide x 52" long. OC ACCESS may be unable to transport a rider in a mobility device that exceeds the lift manufacturer's dimensions and design load. Riders will, however, have the opportunity to attempt to board an OC ACCESS vehicle in order to objectively determine if the wheelchair, scooter, etc., is too large and/or heavy to board safely. If the rider is able to board and fit safely in

the securement area, services will be provided. For rider safety and comfort, the following guidance and procedures must be met:

- Riders using wheelchairs must wait for the driver's assistance and follow instructions for entering the vehicle.
- It is strongly recommended that wheelchairs/scooters back onto the lift platform.
- It is strongly recommended that brakes be locked while on the lift and when secured on the vehicle.
- It is strongly recommended that a rider using a manual wheelchair have attached footrests.

### **Mandatory Wheelchair & Scooter Securement**

It is the driver's responsibility to ensure that mobility devices are fully and properly secured. Mobility devices are required to be secured by the four-point tie-down system at all times during the ride. Drivers are required to secure the lap and shoulder belts to ensure rider safety. If a rider refuses mobility device securement or use of seat belts, service may be denied.

## **Transferring to a Seat**

Riders who may wish to transfer from a wheelchair or scooter to a seat must be booked as a rider using a wheelchair. Drivers are required to secure all wheelchairs and cannot “fold and stow” wheelchairs on the vehicle. Additionally, due to capacity constraints, riders may be required to ride in their wheelchairs instead of transferring to a seat. It is unsafe for OC ACCESS drivers to assist riders with transferring to a seat.

Scooters in particular have a high center of gravity and are prone to tipping; even when secured. It is recommended that riders transfer to a seat.

## **Mobility Aids (Walker, Canes, Crutches, etc.)**

Riders using mobility aids are accommodated on the same basis as those using wheelchairs. Riders must ensure that their aid does not create an unsafe situation on OC ACCESS vehicles, including not blocking aisles, doorways or occupying a seat. The use and placement of mobility devices cannot create legitimate safety concerns or be seriously disruptive to the safe operation of the vehicle. Devices that are not primarily designed or intended to assist persons with mobility disabilities cannot be accommodated.

## **Using a New Wheelchair, Scooter, or Walker**

OC ACCESS will keep a record of the mobility device and or aid used at the certification assessment. When there is a change in the device used by a rider, OC ACCESS Eligibility must be contacted to report the new device. Having an accurate record of the mobility device will help ensure that OC ACCESS sends the appropriate vehicle.

## **Ambulatory Riders**

Ambulatory riders are those that are able to walk under their own control, or use a mobility aid such as a cane, walker, crutches, etc. Ambulatory riders may request use of the vehicle lift to board when needed.

## **Medical Devices, Oxygen Tanks, and Medication**

49 CFR Part 37 Section 37.167(h) of the ADA requires that OC ACCESS allow medical devices and oxygen tanks on OC ACCESS vehicles. Two (2) oxygen tanks up to 18" long or a single tank up to 36" long are allowed. Riders who require oxygen or medication at regular intervals should bring what is needed to keep them safe during a delayed ride.

Drivers are prohibited from operating or adjusting oxygen tanks or administering medication. Should such assistance be necessary, the rider must make arrangements to travel

with a personal care attendant.

### **Bags, Folding Carts, Strollers, And Carry-Ons**

Riders are limited to only two (2) bags up to 12" wide x 7" deep x 17" high and must fit on the rider's lap or under the seat. Bulky items that fill a seat or are a safety hazard are not permitted on an OC ACCESS vehicle. All items must be under full control of the rider or their personal care attendant and/or guest at all times.

In addition, riders must comply with the following:

- No items that are wet, leaking, or considered hazardous will be allowed.
- No large bags of recycled cans or other materials will be allowed.

Rider's may also travel with folding carts and strollers, but they must be folded and kept away from any path of travel, such as the aisles, and must always remain in the rider's control.

In addition, when a rider uses a folding cart, stroller, or carry-on, they must comply with the following guidelines:

- Cannot exceed 30" tall, 18" wide and 18" deep (not including wheels and handle).
- Cannot contain loads which exceed two (2) bags up to 12" wide x 7" deep x 17" high.
- Items cannot hang off the exterior of the cart.
- Cannot block aisles, any doors or take seats.

- Must be attended and held firmly at all times.

Note: Riders with strollers must remove the child and collapse the stroller. Per California law, children eight (8) years of age or shorter than 4'9" tall must use a car or booster seat. OC ACCESS does not provide car or booster seats. Drivers will, however, assist riders with installing a car seat or booster seat upon request.

Additional shopping carts, bags, and parcels carried by a personal care attendant and/or guest cannot be accommodated. Drivers are not required to assist riders with packages or shopping carts.

## **Seat Belts**

Drivers are required to secure the lap and shoulder belts to ensure the rider's safety. If a rider refuses use of seat belts, service may be denied. Seat belts must remain secured until the driver confirms arrival at the rider's destination.

## **ANIMALS ON OC ACCESS**

### **Service Animals**

49 CFR Part 37 Section 37.167(d) of the ADA states that service animals are allowed in all OC ACCESS vehicles and facilities. It also defines a service animal as any guide dog, signal dog or other animal individually trained to work or perform tasks for an individual with disability, including but not limited to:

- Guiding individuals with impaired vision.
- Alerting individuals with impaired hearing to intruders



- or sounds.
- Providing minimal protection or rescue work.
- Pulling a wheelchair.
- Fetching dropped items.

If traveling with a newly acquired service animal, riders must contact OC ACCESS Eligibility in order to add a service animal to their profile.

In addition, riders may be asked the following questions by drivers to assist in identifying service animals:

- Is the animal a service animal required because of a disability?
- What task has the animal been trained to perform?

Rider's refusing to answer either of these questions when asked will not be allowed on OC ACCESS vehicles.

Please be aware of the following service animal requirements:

- For the safety and comfort of the driver and other riders, service animals are required to be clean and well groomed.
- Service animals must be leashed or harnessed at all times, unless the leash or harness prevents the service animal from completing the task it was trained to provide.
- Service animals must be under the complete control of

the rider they serve at all times.

- A service animal not in full control is considered to be creating a seriously disruptive atmosphere and may be denied services.
- Service animals that act in an aggressive manner (growling, barking uncontrollably, lunging at riders or other animals, etc.) are considered to be creating a seriously disruptive atmosphere and may be denied services.
- Service animals cannot occupy seats and must always remain on the floor, making sure not to block the aisle, path of travel or access doors or lift.
- Riders are encouraged to bring a blanket for service animals since vehicle floors may be hot.
- For safety reasons, drivers are not permitted to handle service animals.

OC ACCESS may refuse to transport service animals that are deemed to pose a direct threat to the health or safety of drivers or other riders, create a seriously disruptive atmosphere, or are otherwise not under the rider's control.

## **Pets**

Per the ADA, emotional support and comfort animals are NOT service animals as they have not been trained to perform a task. Therefore, emotional support, comfort animals and pets are not allowed on OC ACCESS vehicles unless they are in an enclosed carrier at all times. Please be aware that the driver cannot assist with loading or

unloading the carrier.

## **REASONABLE MODIFICATION OF POLICY**

49 CFR Part 37 Section 37.169 and Appendix E to Part 37 of the ADA requires the OC ACCESS to make reasonable modifications to its policies, practices, and procedures, where necessary, to avoid discrimination based on a disability or where the individual with a disability would otherwise be unable to use OC ACCESS programs or activities. There is no additional cost to request or receive an approved reasonable modification.

OC ACCESS may grant a timely request for a reasonable modification provided that the request:

- Is within the power of OC ACCESS.
- Will not fundamentally alter the nature of its services.
- Will not constitute a direct threat to the health and safety of others.
- Will not require the commission of an illegal act.

## **Requesting A Reasonable Modification**

Rider requests for reasonable modification for an OC ACCESS-eligible rider may be made during the eligibility assessment, when making the ride reservation, or at the time of service. Riders should be as specific as possible and include information on why the requested modification is needed for the individual to use

## OC ACCESS.

Requests for a reasonable modification may also be made in advance by completing the OCTA Reasonable Modification Accommodation Request Form and sending it to OCTA's Federal Compliance Officer or Reasonable Modification Coordinator via email at [ADAinquiries@octa.net](mailto:ADAinquiries@octa.net), or via mail at 550 S. Main St, Orange, CA 92863-1584. The form, and entire Reasonable Modification policy, can be found at [www.octa.net/About-OCTA/ADA/Overview/](http://www.octa.net/About-OCTA/ADA/Overview/).

Riders requesting a reasonable modification via the Reasonable Modification Accommodation Request Form will receive a determination regarding the request as soon as reasonably possible.

## DRIVER ASSISTANCE RESPONSIBILITIES



### **Providing A Reasonable Level Of Assistance**

49 CFR Part 37 Section 37.165 of the ADA requires that OC ACCESS drivers be trained and required to provide a reasonable level of assistance to riders. This means that OC ACCESS drivers will assist riders as needed or requested as long as the assistance does not create an unsafe situation for the driver or other riders.

Here are some examples of how drivers assist OC ACCESS riders:

- Boarding and/or exiting the vehicle.
- Assistance to and from the curb of their destination or point of origin.
- Use of the lift and other equipment.
- Securing wheelchairs and rider seat belts in the vehicle.

Drivers will not lift or carry a rider, nor will they accompany a rider to or from locations more than 50 feet away from the vehicle. If such assistance is required, the rider must bring a personal care attendant or have someone available at the pick-up and/or drop-off locations to assist.

Personal care attendants, including facility staff, may only provide onboard assistance to an OC ACCESS rider with driver approval.

## **OC ACCESS DRIVER EXPECTATIONS**

OCTA wants all riders to have a safe and enjoyable ride while traveling on OC ACCESS. Your OC ACCESS driver's duty is to provide safe and reliable transportation and treat riders with dignity and respect. For your benefit we would like you to know what tasks your OC ACCESS driver can and cannot perform. The ADA does allow personal care attendants (PCAs) to travel with you at no additional fee. The chart on the following page shows the tasks a driver is

	Driver	PCA
Assistance with the lift and/or ramp	<b>Yes</b>	No
Assistance with boarding and alighting	<b>Yes</b>	<b>Yes</b>
Securing the wheelchair and occupant	<b>Yes</b>	No
Assistance with seatbelts	<b>Yes</b>	<b>Yes</b>
Assistance with the use of oxygen or other medical equipment, administering medication, or helping with personal needs	No	<b>Yes</b>
Enter riders residence or the location where the riders are being picked up and/or dropped off	No	<b>Yes</b>
Assume the controls of powered wheelchairs	No	<b>Yes</b>
Provide attendant type service such as: reaching into purse/pocket to collect the fare, lift the customer out of his/her mobility device, remain with the rider who, due to his/her disability, cannot be left alone without an attendant	No	<b>Yes</b>
Required to assist riders with packages or shopping carts	No	<b>Yes</b>
Take charge of a riders' service animal	No	<b>Yes</b>
Know the disability of the customer	No	<b>Yes</b>

## RIDER CONDUCT POLICY



### Rules Of Conduct

Riders must be respectful and courteous to drivers and others on board at all times. To help ensure the safety, security and comfort of OC ACCESS riders and drivers, violent, illegal, or disruptive conduct is not allowed in and around vehicles and transit facilities. OCTA has developed policies for addressing riders whose conduct interferes with the safe operation of OC ACCESS vehicles.

Riders must comply with the following operating requirements and rules of conduct:

- Inability to pay full fare may result in refusal of service.
- No abusive, threatening, or obscene language or behavior, including sexual harassment toward riders,



- drivers, or other OC ACCESS service employees.
- Removing or refusing to wear a seat belt at all times.
- Eating and drinking is not allowed on OC ACCESS (unless needed due to a disability or for medical reasons).
- Smoking and vaping on OC ACCESS vehicles are prohibited.
- The use of alcoholic beverages and illegal drugs or riding under the influence of intoxicating alcohol or drugs, is prohibited.
- Hazardous materials, weapons of any kind, explosives, corrosive liquids, and flammable materials are not allowed on OC ACCESS vehicles.
- The use of electronic equipment (music, games, etc.) shall be with headphones and kept at a low enough volume so as not to be heard by and/or disturb other riders.
- Riders must not create unsafe situations on OC ACCESS vehicles and must maintain an acceptable standard of cleanliness. Exposed body fluids and/or bloodborne pathogens are not permitted.
- Riders shall not operate or tamper with any equipment while on the vehicle. This includes operation of the lift and attempts to remove mobility device tie-downs or seat belts.
- Strollers and folding carts must be folded and stowed to avoid blocking the aisle or causing injury to riders on the vehicle.
- Be respectful of service animals and refrain from

- petting them without the permission of the owner.
- Trash shall be disposed of properly both on and around the vehicle.
- Parents/accompanying adults traveling with children shall maintain control during the ride.
- Head, arms, and other body parts must be kept inside the vehicle.
- Objects may not be thrown from the windows.

All vehicles are equipped with cameras and vehicle occupants are subject to video and audio recording for the safety of all riders. OC ACCESS will work with parents, personal care attendants, school or employment personnel, or anyone immediately involved with the rider to educate that rider on appropriate behavior aboard OC ACCESS vehicles.

## **Denying Services To Riders**

49 CFR Part 37 Section 37.5(h) of the ADA allows transit agencies to refuse service to anyone engaging in violent, seriously disruptive, or illegal conduct, or represents a direct threat to the health and safety of others. Therefore, riders who engage in such conduct may be subject to immediate and indefinite suspension from receiving OC ACCESS services. Riders may also be subject to

criminal prosecution, which may include fines. Riders who violate rules of courtesy and conduct or who engage in any activity that disrupts the safe or effective operation may be subject to penalties up to and including suspension from OC ACCESS. Any rider who is suspended from service will be notified in writing and will be given an opportunity to appeal the suspension following the OC ACCESS appeals process.

Similarly, personal care attendants or guests who violate rules of courtesy and conduct, engage in any activity that disrupts the safe and effective operation of OC ACCESS services, engage in physical abuse, or cause physical injury to another rider and/or the driver, or engage in other illegal activities may be subject to immediate and indefinite suspension from riding OC ACCESS. Personal care attendants and guests may also be subject to criminal

prosecution, which may include fines.

### **Service Suspension**

All incidents will be investigated completely, upon determination of outcome, the following service suspension may apply:

- First offense: Depending on the severity of the offense, it may warrant a verbal and/or written warning or a 7-day service suspension.
- Second offense: 14-day suspension
- Third offense: 21-day suspension
- Fourth offense: 28-day suspension, maximum

Depending on the severity of the misconduct, OC ACCESS reserves the right to warrant an indefinite suspension of service. OCTA's Customer Conduct Policy can be found at

## ADDITIONAL OC ACCESS INFORMATION



[www.octa.net/CustomerConduct](http://www.octa.net/CustomerConduct).

### **Visitor Policy – Living Outside Of Orange County**

49 CFR Part 37 Section 37.127 of the ADA requires that OC ACCESS provided complementary paratransit service to eligible individuals who reside outside of Orange County. Visitors will be provided use of OC ACCESS for twenty (21) days within a 365-day period.

The following elements must be met:

- Individuals may use the service if they are unable to use accessible, fixed-route transportation services due to disability-related functional limitations.
- If the individual presents documentation of ADA paratransit eligibility from their home jurisdiction.
- Self-certification - Visitors who do not have ADA paratransit eligibility in another jurisdiction must

- provide proof of residency outside of Orange County.
- Proof of Disability - If the visitor's disability is not apparent (e.g., cognitive disability, cardiac condition, etc.) proof of disability must be provided (letter from a medical professional).
- OC ACCESS will approve visitor status within twenty four (24) hours of receipt of all required documentation.

For more information about the OC ACCESS visitor policy, or to become a registered visitor in Orange County, please call (714) 560-5956, TDD 7-1-1, or email [accesseligibility@octa.net](mailto:accesseligibility@octa.net).

### **Transferring To Out-Of-County ADA Paratransit Providers**

OC ACCESS riders can transfer directly to Los Angeles County only. Riders may contact Access Services, the Los Angeles County provider of ADA paratransit services, by calling (800) 827-0829, TDD 7-1-1.

Frequently used Los Angeles County transfer points include:

- Brea Mall – At The Spa at The Glenn or Upper-Level Food Court
- Buena Park Mall – Main Entrance
- Disneyland (Anaheim) – East Shuttle @ 1313 S. Harbor Blvd.
- Knott's Berry Farm (Buena Park) – Crescent & Grand or @ Ticket Booth

- Long Beach VA Hospital – Building 126 Main Entrance  
Riders may contact other neighboring counties to learn about their ADA paratransit services using the information below. OC ACCESS does not, however, provide transfers to Riverside, San Diego, or San Bernardino counties.

Riverside County	(800) 795-7887, TDD 7-1-1
San Diego County – North	(760) 726-1111, TDD 7-1-1
San Diego County – South	(844) 299-6326, TDD 7-1-1
San Bernardino County	(800) 990-2404, TDD 7-1-1

## Lost And Found

OC ACCESS riders who may have lost an item on a vehicle must complete an OCTA Lost Property Inquiry Form, email OCTA Lost and Found at [LostandFound@octa.net](mailto:LostandFound@octa.net), or call (714) 560-5934, TDD 7-1-1. Lost and Found staff will email or call the rider if the item has been found.

When emailing or calling, please have the following information ready:

- Detailed description of the item.
- Date, time, and ride information (driver name, vehicle number, etc.).

A photo ID issued from a recognized governmental agency will be required to claim any found items.

Hours: Monday – Thursday 8 a.m. to 12:30 p.m. and  
1:30 p.m. to 4 p.m.

Friday: Pickup by appointment only.

For calls outside of normal business hours, please leave a voice message and a representative will return your call.

All customers must have a confirmed claim number before visiting Lost and Found.

OCTA Lost and Found will be closed on the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day



## SHARING YOUR OPINION ABOUT OC ACCESS



- Christmas Day

### **Filing A Complaint Or Commending An OC ACCESS Employee**

Specific details help OC ACCESS thoroughly address rider comments or suggestions. When calling OCTA's Customer Relations Department, riders should include the following information regarding their experience:

- Full name, address, and telephone number
- Date and time of incident / experience
- Vehicle number and/or driver name, if applicable
- Reservation operator's name or other employee name, if concerning a telephone conversation
- Detailed explanation of the incident, suggestion,

*Sharing Your Opinion About OC ACCESS*

or commendation

Please call OCTA's Customer Relations Department to share any comments/complaints about OC ACCESS.

Phone: (800) 636-7433, TDD 7-1-1

Hours: 8 a.m to 5 p.m Monday through Friday

OCTA's Customer Information Center will be closed on the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day

### **FTA Toll Free Telephone Numbers & Contact Information**

In an effort to support the Federal Transit Administration's (FTA) goal to increase their outreach to individuals having difficulty accessing public transportation, OC ACCESS has listed FTA toll free telephone numbers for riders and community advocates to call with concerns regarding

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public transit accessibility.

Visit FTA's website at [www.transit.dot.gov](http://www.transit.dot.gov) or or email at [www.transit.dot.gov](http://www.transit.dot.gov) or contact FTA Headquarters at the following addresses and phone numbers:

Federal Transit Administration  
1200 New Jersey Avenue, SE  
Washington, DC 20590  
(202) 366-4043

DOT Customer Service Center  
Phone: (202) 366-4000, 7-1-1  
Hours: 8:30 a.m to 5:30 p.m Monday through Friday  
Eastern Time excluding Federal Holidays.

For questions or additional information about OC ACCESS, please contact OC ACCESS at (877) 628-2232, TDD 7-1-1.

## MORE TRANSPORTATION OPTIONS IN ORANGE COUNTY



We look forward to serving our riders.

### **Consider Your Transportation Options**

Riders have several other transportation options that are more flexible, convenient, and less expensive than using OC ACCESS.

### **OC BUS Reduced Fare**

Since OC Bus runs on a regular schedule and does not require a reservation, it is convenient and more flexible than OC ACCESS.

OC ACCESS riders and personal care attendants assisting OC ACCESS riders may ride fixed-route local bus service for a fare of .25 cents per boarding, per person. This does not apply to purchase a day pass. The price of a Senior or Disabled Day Pass is \$1.50. For more information, please call the Reduced Fare Department at (714) 560-5596, TDD 7-1-1. All OC Bus vehicles are accessible to people with disabilities.

### **OC Bus Transit Training Program**

Phone: (888) 878-7099, TDD 7-1-1  
[www.ocbus.com/transittraining](http://www.ocbus.com/transittraining)

The OC Bus Transit Training program offers free training on using OC Bus. The training program equips individuals with the skills needed to safely and independently navigate the public bus system and fosters greater mobility. One-on-one, small group, and large group training are available. All training is free and participants who complete training will receive a free OC Bus pass.

In addition to English, travel training is provided in multiple languages, including Spanish, Vietnamese, Korean and

*More Transportation Options In Orange County*

Mandarin.

**Same-Day Service**

OC ACCESS offers a premium Same-Day service to OC ACCESS-eligible riders. OCTA subsidizes up to five (5) miles for a Same-Day ride. Riders pay the OC ACCESS base fare of \$3.60 for a five (5) mile ride. Any additional costs above the five (5) mile ride are paid by the OC ACCESS-eligible rider.

Please call OC ACCESS reservations at (877) 628-2232, TDD 7-1-1 or visit [www.octa.net/Bus/OC-ACCESS-Service/Same-Day-Taxi](http://www.octa.net/Bus/OC-ACCESS-Service/Same-Day-Taxi) for more details.

**Orange County Office Of Aging Senior Non-Emergency Medical Transportation (SNEMT)**

Phone: (800) 510-2020, TDD 7-1-1

The Orange County Office on Aging provides senior non-emergency medical transportation (SNEMT). This program provides transportation to older adults who need low-cost transportation to and from medical appointments, dentists, therapies, exercise programs, testing and other health related rides.

**Dayle McIntosh Center**

Phone: (714) 621-3300, TDD 7-1-1  
[www.daylemc.org](http://www.daylemc.org)

The mission of the Dayle McIntosh Center is access and

independence by, and for, people with disabilities.

## **211 Orange County**

Phone: 2-1-1, TDD 7-1-1  
[www.211RIDE.org](http://www.211RIDE.org)

The Orange County resource hotline can connect callers with specialized transportation providers that best suit their needs. 211OC also provides the online find-a-ride webtool [www.211RIDE.org](http://www.211RIDE.org) that allows users to search for transportation resources based on their individual needs.

## **Senior Mobility Programs**

Phone: (714) 560-5660, TDD 7-1-1

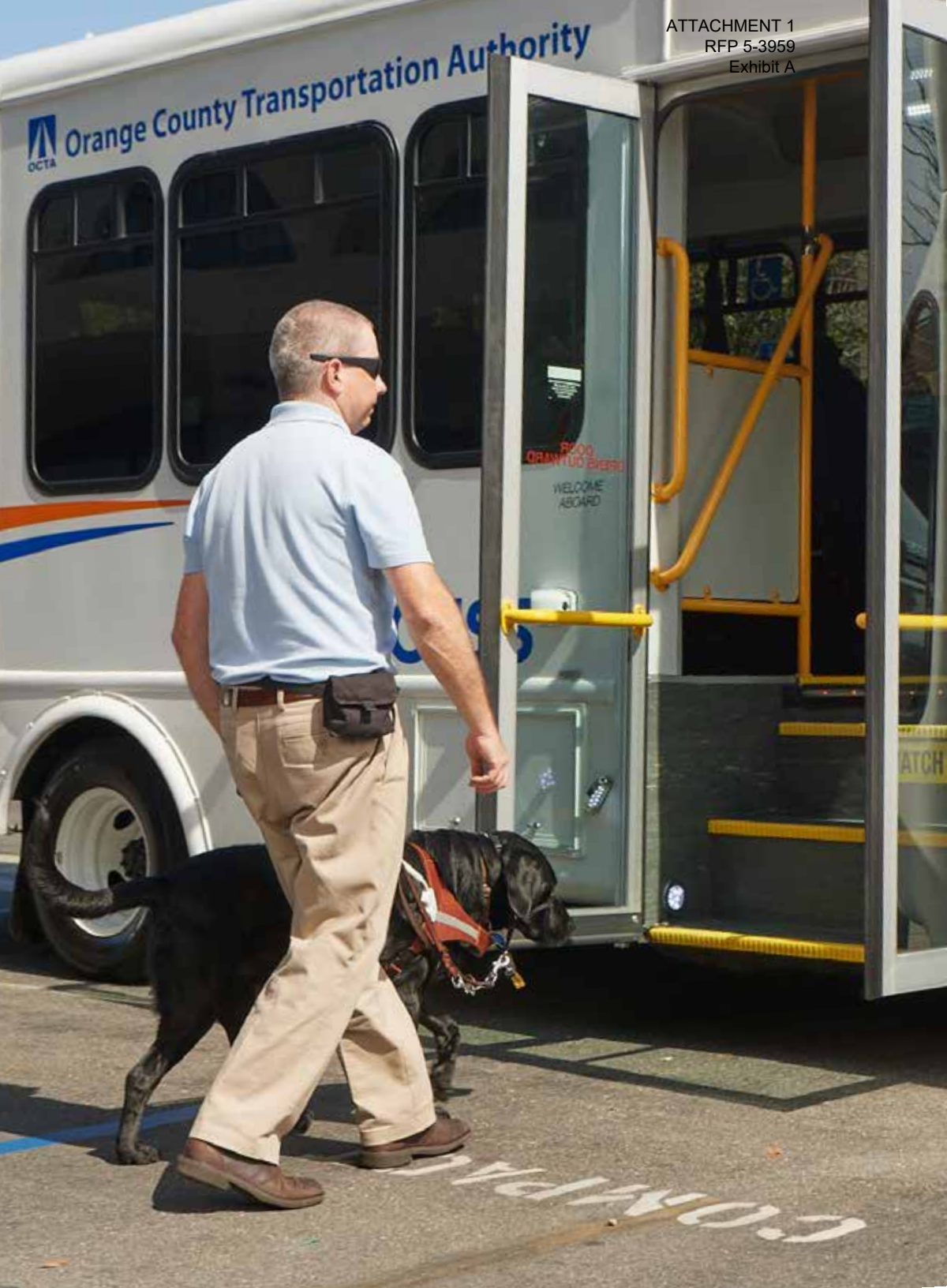
The Senior Mobility Program (SMP) offers transportation alternatives for seniors over sixty (60) years of age in addition to local fixed-route bus and ADA paratransit (OC ACCESS) services.

OCTA provides funding to thirty-two (32) cities and three (3) non-profit agencies for the Senior Mobility Program. Each city and agency designs a transportation program that best fits the unique needs of its senior community. To use this program, users must be sixty (60) years old or older and a resident of that city. To view a description of each city and agency's program, please visit: [www.octa.net/SMP/](http://www.octa.net/SMP/) and scroll towards the bottom of the page to access information for each city. Services and costs vary by city.

## NOTES



## NOTES





JUNE 2023

# RIDER'S GUIDE | FAQs

Frequently asked questions on riding OC ACCESS



This information has been created to answer some of the most frequently asked questions for applying for and using the OC ACCESS service. Please refer to the OC ACCESS Rider's Guide for more comprehensive information.



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Additional Transportation Options

## OC ACCESS Rider Information

Name: \_\_\_\_\_

OC Access ID Number: \_\_\_\_\_





## FAQ 1

# Understanding and applying for OC ACCESS



## FAQ 1 – Understanding and applying for OC ACCESS

### **What is OC ACCESS service? (Complementary ADA Paratransit)**

OC ACCESS is a curb-to-curb shared-ride public transportation service provided within a  $\frac{3}{4}$  mile radius of fixed-route service that is comparable to the level of service (service area, operating hours, etc.) and travel time provided on OC Bus.

OC ACCESS is not a medical transportation service, a private service without other riders on the vehicle, or a shopping service allowing unlimited bags and packages.

### **Do I qualify for OC ACCESS if I have a disability or am sixty (60) years or older?**

Eligibility is based on a person's individual functional abilities and limitations, not on a specific age, diagnosis, or disability.

The ADA regulations provide three (3) categories of ADA Complementary Paratransit Eligibility:

#### **Eligibility Category 1**

Inability to Navigate System Independently

*Unable, as the result of a physical or mental impairment (including a vision impairment), to board, ride, or exit a fixed-route bus.*



## **Eligibility Category 2**

Lack of Accessible Vehicles, Stations, or Bus Stops

*Unable to get to or from a bus stop due to physical and/or environmental barriers.*

## **Eligibility Category 3**

Inability to Reach a Boarding Point or Final Destination

*Unable to access a bus stop to board the fixed-route bus and cannot access a destination after exiting the bus.*

## **Is an in-person assessment really needed when applying for OC ACCESS?**

Yes. 49 CFR Part 37 Section 37.125 of the ADA states that OC ACCESS must establish a process for determining ADA paratransit eligibility. The OC ACCESS eligibility determination process requires the completion of a paper application and in-person interview with a functional assessment.

To schedule an OC ACCESS in-person assessment, applicants may call OC ACCESS Eligibility at (714) 560-5956 ext. 2, TDD 7-1-1.

## **How long will the eligibility determination process take and is transportation provided?**

The entire eligibility determination process, including travel to and from the appointment, varies but can take

## FAQ 1 – Understanding and applying for OC ACCESS

3 to 4 hours. OC ACCESS provides transportation to and from the eligibility center free of charge.

Applicants are encouraged to bring their mobility devices, walking aids and/or service animals that will be used on the OC ACCESS service.

### **If I qualify for OC ACCESS, will I get an I.D. number and can I begin riding immediately?**

Applicants approved for OC ACCESS will receive a unique identification number for use during ride reservations. The applicant will be notified in writing about their eligibility within twenty one (21) days following the completion of the in-person assessment.

### **What if I disagree with my eligibility determination?**

Individuals who have been found ineligible, conditional, trip-by-trip, or temporarily eligible for OC ACCESS have the right to appeal their eligibility determination by contacting OC ACCESS Eligibility. Requests for an appeal must be made within sixty (60) calendar days from the date the notice of eligibility determination was issued.

Upon receipt of a request to appeal, OC ACCESS will contact the individual to schedule an appeal hearing within thirty (30) days. Individuals must be available to participate at a mutually agreed upon date, location (if applicable), and time. Upon request, transportation is provided to the appeal hearing at no charge.



## FAQ 2

### Using OC ACCESS



## **I forgot my OC ACCESS I.D. number; how can I get it?**

To obtain an identification number or password, please call OC ACCESS Eligibility at (714) 560-5956, TDD 7-1-1 or email [accesseligibility@octa.net](mailto:accesseligibility@octa.net).

## **Why are pick-up / arrival times negotiated?**

49 CFR Part 37 Section 37.131(b)(2) of the ADA allows for a negotiated pick-up time within one (1) hour before or after the requested pick-up time. OC ACCESS makes every effort to offer ride times as close as possible to the rider's requested pick-up or arrival time, however, due to the large volume of OC ACCESS rides requested, OC ACCESS is not always able to assign riders the exact pick-up time that they request.

## **How much does OC ACCESS cost and who can ride with me?**

The base fare for OC ACCESS is \$3.60 per rider (19 years and older) for each one-way ride. See page 15 of the OC ACCESS Rider's Guide for more details.

## **Can I select my vehicle type on OC ACCESS?**

Accessible vehicles will be sent to riders with disabilities using wheelchairs and scooters. According to Appendix E of 49 CFR Parts 27 and 37, Final Rule, specific vehicle requests will be denied as it presents a fundamental alteration of the service. However, through the reasonable

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modification process, a request for an accessible vehicle for riders who have difficulty using steps, including those that use canes, crutches, walkers, and other assistive devices may be allowed.

### **Will there be other riders on the vehicle and how long will my ride take?**

When planning a ride, please be aware that the ride will likely be shared with other OC ACCESS riders and pick-ups and drop-offs will occur during most or all rides. Therefore, riders cannot expect to be taken directly to their destination.

OC ACCESS travel time is determined by considering the equivalent ride if taken on OC Bus. This includes the time it takes to walk to the bus stop, wait for the bus, travel time on the bus, and walking to the final destination. Many rides on OC Bus include transfers and, therefore, travel time also includes the additional wait times when transferring from one OC Bus route to another. For estimates on how long a ride may take, see page 28 of the OC ACCESS Rider's Guide.

49 CFR Part 37 Section 37.131(f)(3)(i)(c) of the ADA prohibits OC ACCESS from having a substantial number of trips with excessive trip lengths. As suggested in the FTA ADA Circular C 4710.1 Section 8.5.5, OCTA analyzes a sample of trips lengths periodically to ensure that trip lengths are comparable to using OC Bus.

## **Do I have to wait at the curb for my pick-up?**

### **Curb-to-Curb**

OC ACCESS provides curb-to-curb transportation services to OC ACCESS riders. The definition of curb-to-curb assistance is that the rider will be picked up at the closest and safest curb to the pick-up location and will be taken to the closest and safest curb of the drop-off location. This is OC ACCESS' base level of service. OC ACCESS will only service locations that can be safely and legally accessed by drivers.

The reservation operator will provide the rider a 30-minute pick-up window (for example: 6:45 a.m. – 7:15 a.m.). The vehicle may arrive at any time within this 30-minute period. As a result, the rider must be ready and waiting in a visible location at the start of the pick-up window and wait the entire 30 minutes or until the vehicle arrives.

### **Door-to-Door**

For those requiring assistance beyond the curb due to their disability, drivers will assist riders as far as their door if it is safe for the driver to do so. However, riders may also request door-to-door assistance while making a ride reservation or at the ride origin and/or destination.

In order to receive door-to-door assistance, the following conditions must be met:

- There must be a safe place to park, without blocking or impeding traffic, on a roadway or parking lot.
- The first exterior door at the building's entrance must be no more than 50 feet from the vehicle.
- The driver must be able to always maintain sight of vehicle.
- There must be a safe and accessible path of travel from the vehicle to the first exterior door. No steps or stairs are allowed.

If any of the above conditions are not met, the location is considered non-serviceable for door-to-door assistance and the driver will instead provide curb-to-curb service for that location.

### **Can I go to the movies and dinner, or only the doctor?**

There are no restrictions or priorities on the reason or destination of a ride. There are also no limits on the number of rides that can be made using ADA paratransit service. A ride will be scheduled if it begins and ends within the OC ACCESS service area and hours of operation.

## **How do I cancel a ride?**

Riders must cancel the ride by calling OC ACCESS as soon as possible. In order to avoid a no-show, rides must be cancelled at least one (1) hour before the pick-up time by calling (877) OCTA-ADA (628-2232), TDD 7-1-1, pressing “2”, or using the online booking system [ocaccessonline.octa.net](http://ocaccessonline.octa.net).

## **Can I be suspended from service for missing rides?**

49 CFR Part 37 Section 37.125(h) of the ADA allows OC ACCESS service to be suspended for a rider who establishes a “pattern or practice” of no-shows.

If no-shows exceed 10% of a rider’s overall scheduled monthly rides, accrued three (3) or more no-shows in a calendar month, and has scheduled at least ten (10) trips that month, services may be suspended.

## **Definition of a No-Show**

- A ride that is cancelled less than one (1) hour before the scheduled pick-up time (also called a late cancellation).
- Cancelling a ride with a driver upon arrival of the vehicle.
- Missing a scheduled ride when the vehicle arrived within the 30-minute window.

If the rider is not at the scheduled pick-up location at the scheduled time, the driver will wait for five (5) minutes before reporting the rider as a no-show (missing a scheduled ride).



## **Circumstances Beyond a Rider's Control**

OC ACCESS understands that there are times when a rider misses a ride due to a medical emergency or other circumstance beyond their control. Riders have the right to appeal or dispute all no-show decisions. No-shows that have been identified as “invalid” will not count towards suspension of service.

## **I live outside of Orange County; can I still use OC ACCESS?**

OC ACCESS also provides complementary paratransit service to individuals who reside outside of Orange County, as is required by 49 CFR Part 37 Section 37.127 of the ADA. Visitors will be provided use of OC ACCESS services for twenty one (21) days within a 365-day period. For more information about the OC ACCESS visitor policy, or to become a registered visitor in Orange County, please call (714) 560-5956, TDD 7-1-1 or email [accesseligibility@octa.net](mailto:accesseligibility@octa.net).



## FAQ 3

# Safely Riding OC ACCESS



## **Will OC ACCESS drivers assist me if I need help?**

OC ACCESS drivers are trained and expected to provide a reasonable level of assistance to riders. This means that OC ACCESS drivers will assist riders as needed or requested as long as the assistance does not create an unsafe situation for the driver or other riders. Please be prepared to share with the driver what assistance you may need.

Here are some examples of how drivers assist OC ACCESS riders:

- Boarding and/or exiting the vehicle.
- Assistance to and from the curb of their destination or point of origin.
- Use of the lift and other equipment.
- Securing wheelchairs and rider seat belts in the vehicle.

Drivers will not lift or carry a rider, nor will they accompany a rider to or from locations far away from the vehicle. If such assistance is required, the rider should consider bringing a personal care attendant or have someone available at the pick-up and/or drop-off locations to assist.

Personal care attendants, including facility staff, may only provide onboard assistance to an OC ACCESS rider with driver approval.

## **Do I have to wear the seatbelts?**

Yes. Drivers are required to secure the lap and shoulder belts to ensure the rider's safety. If a rider refuses use of seatbelts, service will be denied. Seatbelts must remain secured until the driver confirms arrival at the rider's destination.

## **Is my wheelchair (scooter, walker, etc.) allowed on OC ACCESS?**

OC ACCESS will transport riders using mobility devices. A wheelchair is defined as having three (3) or more wheels usable indoors, designed or modified to assist with mobility, and manual or battery powered.

The OC ACCESS vehicle lift, and ramp capabilities are 1,000 lbs. and can accommodate wheelchairs up to 30" wide x 52" long. OC ACCESS may be unable to transport a rider in a mobility device that exceeds the lift manufacturer's dimensions and design load. However, riders will have the opportunity to attempt to board an OC ACCESS vehicle in order to objectively determine if the wheelchair, scooter, etc., is too large and/or heavy to board safely. If the rider can board and fit safely in the securement area, services will be provided.

For rider safety and comfort, the following guidance and procedures must be met:

- Riders using wheelchairs must wait for the driver's assistance and follow instructions for entering the vehicle.
- It is strongly recommended that wheelchairs/scooters back onto the lift platform.
- It is strongly recommended that brakes be locked while on the lift and when secured on the vehicle.
- It is strongly recommended that a rider using a manual wheelchair have attached footrests.

### **Can I bring my medical device, oxygen tank, and medication on OC ACCESS?**

49 CFR Part 37 Section 37.167(h) of the ADA requires that OC ACCESS allow medical devices and oxygen tanks on OC ACCESS vehicles. Two (2) oxygen tanks up to 18" long or a single tank up to 36" long are allowed. Riders who require oxygen or medication at regular intervals should bring what is needed to keep them safe during a delayed ride.

Drivers are prohibited from operating or adjusting oxygen tanks or administering medication. Should such assistance be necessary, the rider must make arrangements to travel with a personal care attendant.

## **Are service animals allowed on OC ACCESS and how do they differ from pets?**

### **Service Animals**

49 CFR Part 37 Section 37.167(d) of the ADA states that service animals are allowed in all OC ACCESS vehicles and facilities. It also defines a service animal as any guide dog, signal dog or other animal individually trained to work or perform tasks for an individual with disability, including but not limited to:

- Guiding individuals with impaired vision.
- Alerting individuals with impaired hearing to intruders or sounds.
- Providing minimal protection or rescue work.
- Pulling a wheelchair.
- Fetching dropped items.

If traveling with a newly acquired service animal, riders are asked to contact OC ACCESS Eligibility to add a service animal to their profile.

OC ACCESS may refuse to transport service animals that are deemed to pose a direct threat to the health or safety of others, create a seriously disruptive atmosphere, or are otherwise not under the rider's control.

## **Pets**

Per the ADA, emotional support animals, comfort animals and pets are NOT service animals as they have not been trained to perform a task. Therefore, emotional support, comfort animals and pets are not allowed on OC ACCESS vehicles unless they are in an enclosed carrier at all times. Please be aware that the driver cannot assist with loading or unloading the carrier.

## **Can I bring grocery bags, folding carts, or luggage on OC ACCESS?**

### **Bags**

Riders are limited to only two (2) bags up to 12" wide x 7" deep x 17" high and they must fit on the rider's lap or under the seat. Bulky items that fill a seat, or are a safety hazard, are not permitted on an OC ACCESS vehicle. All items must be under full control of the rider or their personal care attendant and/or guest at all times.

In addition, riders must comply with the following:

- No items that are wet, leaking, or considered hazardous will be allowed.
- No large bags of recycled cans or other materials will be allowed.

## **Folding Carts and Luggage**

Riders may also travel with folding carts, but they must be folded and kept away from any path of travel, such as the aisles, and must always remain in the rider's control.

In addition, when a rider uses a folding cart or carry-on, they must comply with the following guidelines:

- Cannot exceed 30" tall, 18" wide and 18" deep (not including wheels and handle).
- Cannot contain loads that exceed the height or capacity of the cart.
- Items cannot hang off the exterior of the cart.
- Cannot block aisles, any doors or take seats.
- Must be attended and held firmly at all times.

Additional shopping carts, bags, and parcels carried by a personal care attendant and/or guest cannot be accommodated. Drivers are not required to assist riders with packages or shopping carts.

## **Are there rules that riders must follow when using OC ACCESS?**

### **Rules of Conduct**

Riders must be respectful and courteous to drivers and others on board at all times. Riders must maintain an acceptable standard of cleanliness. Exposed bodily fluids and/or bloodborne pathogens are not permitted. OCTA has developed policies for addressing riders whose conduct interferes with the safe operation of OC ACCESS vehicles.

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All vehicles are equipped with cameras and vehicle occupants are subject to video and audio recording for the safety of all riders. OC ACCESS will work with parents, personal care attendants, school or employment personnel, or anyone immediately involved with the rider to educate that rider on appropriate behavior aboard OC ACCESS vehicles.

### **Denying Services to Riders**

49 CFR Part 37 Section 37.5(h) of the ADA allows transit agencies to refuse service to anyone engaging in violent, seriously disruptive or illegal conduct, or representing a direct threat to the health and safety of others. Therefore, riders who engage in such conduct may be subject to immediate and indefinite suspension from receiving OC ACCESS services. Riders may also be subject to criminal prosecution, which may include fines.

OCTA's Customer Conduct Policy can be found at [www.octa.net/CustomerConduct](http://www.octa.net/CustomerConduct).

### **Are there days and times where I may experience delays?**

When reserving a ride, OC ACCESS riders are encouraged to consider the busiest times of day, as they may experience significant travel delays. Delays can be unpredictable and are often due to more vehicles being on the road, accidents, and construction. These delays, unfortunately, may impact the services provided by OC ACCESS.

Days and times when riders may experience delays include:

- Mornings 7 a.m. to 9 a.m.
- Afternoons 2 p.m. to 4 p.m.

### **Who do I call to submit a compliment or file a complaint?**

Please call OCTA's Customer Relations Department at (800) 636-7433, TDD 7-1-1 or email at customers@octa.net to share any comments/complaints about OC ACCESS service. For OCTA Customer Information Center days and hours of operation, see page 3 of the OC ACCESS Rider's Guide.

Specific details help OC ACCESS thoroughly address rider comments or suggestions. When calling OCTA's Customer Information Center, riders should include the following information regarding their experience:

- Full name, address, and telephone number
- Date and time of incident / experience
- Vehicle number and/or driver name, if applicable
- Reservation operator's name or other employee name, if concerning a telephone conversation
- Detailed explanation of the incident, suggestion, or commendation



## FAQ 4

# Additional Transportation Options



*FAQ 4 – Additional Transportation Options***What other transportation services are available in Orange County?****Orange County Office of Aging Senior Non-Emergency Medical Transportation (SNEMT)**

(800) 510-2020, TDD 7-1-1

The Orange County Office on Aging provides senior non-emergency medical transportation (SNEMT). This program provides transportation to older adults who need low-cost transportation to and from medical appointments, dentists, therapies, exercise programs, testing and other health-related rides.

**Dayle McIntosh Center**

(714) 621-3300, TDD 7-1-1

[www.daylemc.org](http://www.daylemc.org)

The Dayle McIntosh Center is committed to being a reliable resource on disability topics and issues for professionals and the public at large in Orange County.

**211 Orange County**

Phone: 2-1-1, TDD 7-1-1

[www.211RIDE.org](http://www.211RIDE.org)

The Orange County resource hotline can connect callers with specialized transportation providers that best suit their needs. 211OC also provides the online find-a-ride webtool 211RIDE that allows users to search for transportation resources based on their individual needs.

## **Senior Mobility Programs**

(714) 560-5660, TDD 7-1-1

The Senior Mobility Program (SMP) offers transportation alternatives for seniors over sixty (60) years of age in addition to local fixed-route bus and ADA paratransit (OC ACCESS) services.

OCTA provides funding to thirty-two (32) cities and three (3) non-profit agencies for the Senior Mobility Program. Each city/agency designs a transportation program that best fits the unique needs of its senior community. To use this program, users must be sixty (60) years old or older and a resident of that city. To view a program description for each city and agency, please visit: [www.octa.net/SMP/](http://www.octa.net/SMP/) and scroll towards the bottom of the page to access information for each city. Services and costs vary by city.

### **Can OC Bus be used by OC ACCESS eligible riders?**

Yes, OC Bus can be used by OC ACCESS eligible riders and riding the bus does not disqualify a rider from using OC ACCESS. OC Bus is accessible to people with disabilities and drivers are trained to provide assistance when needed. OC Bus runs on a regular schedule and does not require a reservation. It is convenient and more flexible than OC ACCESS.

*FAQ 4 – Additional Transportation Options*

OC ACCESS riders and personal care attendants assisting OC ACCESS riders may ride fixed-route local bus service for a fare of .25 cents per boarding, per person. The price of a Senior or Disabled Day Pass is \$1.50. For more information, please call the Reduced Fare Department at (714) 560-5596, TDD 7-1-1. All OC Bus vehicles are accessible to people with disabilities.

**OC Bus Transit Training Program**

(888) 878-7099, TDD 7-1-1

[www.ocbus.com/transittraining](http://www.ocbus.com/transittraining)

The OC Bus Transit Training program offers free training on OC Bus. The training program equips individuals with the skills needed to safely and independently navigate the public bus system and fosters greater mobility. One-on-one, small group, and large group training are available. All training is free and participants who complete training will receive a free OC Bus pass. In addition to English, travel training is provided in multiple languages, including Spanish, Vietnamese, Korean and Mandarin.

**Can I use Same-Day service and OC ACCESS?**

Yes, Same-Day service is available for all OC ACCESS eligible riders. Same-Day service is good for local, short trips.

OCTA subsidizes up to five (5) miles for a Same-Day service ride. Riders pay the OC ACCESS base fare of \$3.60 for a five (5) mile ride. Any additional costs above the five (5) mile ride are paid by the OC ACCESS-eligible rider.

Please call OC ACCESS reservations at (877) 628-2232, TDD 7-1-1, or visit [www.octa.net/Bus/OC-ACCESS-Service/Same-Day-Taxi/](http://www.octa.net/Bus/OC-ACCESS-Service/Same-Day-Taxi/) for more details.

### **Can I transfer to a neighboring county?**

OC ACCESS riders can transfer directly to Los Angeles County only. Riders may contact Access Services, the Los Angeles County provider of ADA paratransit services, by calling (800) 827-0829, TDD (800) 827-1359.

Frequently used Los Angeles County transfer points include:

- Brea Mall – Outside Sears or Upper-Level Food Court
- Buena Park Mall – Main Entrance
- Disneyland (Anaheim) – East Shuttle  
@ 1313 S. Harbor Blvd.
- Knott’s Berry Farm (Buena Park) – Crescent & Grand or  
@ Ticket Booth
- Long Beach VA Hospital – Building 126 Main Entrance

*FAQ 4 - Additional Transportation Options*

Riders may contact other neighboring counties to learn about their ADA paratransit services using the information below. OC ACCESS does not, however, provide transfers to Riverside, San Diego, or San Bernardino counties.

Riverside County

(800) 795-7887, TDD (800) 369-3610

San Diego County – North

(760) 726-1111, TDD (310) 410-0985

San Diego County – South

(844) 299-6326, TDD 7-1-1

San Bernardino County

(800) 990-2404, TDD 7-1-1



## NOTES

## NOTES



## IS Preferred Standards & Practices

### **3<sup>rd</sup> Party Non-OCTA Managed Environments**

1. The Contractor shall maintain network security and confidentiality, while providing the required software and monitoring tools to ensure the network remains compliant with security standards including:
  - a. Appropriate administrative, technical, and physical safeguards designed to protect against Information Security events; including regular security assessments made available upon request
  - b. Compliance to the standards of applicable Data Protection Laws
  - c. Compliance to procedures for Change Management, patching, disaster recovery, and backups
  - d. Provision of written Information Security policies for the Agency upon request
  - e. If required OCTA staff shall be provided remote access to vendor-maintained data, during the contract lifetime. Upon contract completion all OCTA data should be returned
2. Applications, data, and log backups should NOT be maintained on the same physical media as the originals
3. Authorized users should only access the systems using an authenticated, role-based login and be uniquely authenticated using a strong password policy
  - a. All remote access should be limited, documented, and protected to the greatest extent possible
4. Only privileged accounts may access and use tools with administrative capabilities, to conform to the concept of least privilege
5. The Contractor should provide the capability to log and track user activities
6. The Contractor should provide the capability to log and track changes to applications, databases, and operating systems
7. The Contractor should use strong encryption methods such as AES and/or RSA, or an equivalent.
  - a. Sensitive data will be protected, both in transit and while at rest
8. When using File Transmission Protocol (FTP), the Contractor should utilize Secure File Transmission Protocols (SFTP) for the transfer of sensitive data and/or files via interfaces and portals
9. Physical destruction or degaussing of all media storage devices that retained Agency data will be done before releasing the media outside of the control of the Contractor.
10. The Contractor should immediately notify the Authorities Cyber Security team in the event (potential or real) of any incident/event resulting the loss (potential or real) of revenue, data, or security breach has occurred
11. The Contractor should use physical and environmental security to protect all information systems and media

### **If Applicable**

1. The Contractor should NOT use 3rd parties unless approved by the Authority in writing and the authorization maintained by the Contractor
2. PCI DSS Compliance
  - a. No PCI data should be shared with those not authorized to view or access it

- b. The Contractor should ensure that no cardholder data, such as Credit Card numbers or card verification value data, is stored unless properly protected
  - c. The Contractor and the BOS should be compliant with the PCI DSS for a Level 2 merchant or the appropriate merchant level as defined by the PCI Security Standards Council
  - d. The Contractor should provide PCI Attestation of compliance by either a qualified ISA or an independent QSA, or as required by PCI DSS
  - e. Quarterly vulnerability scans should be conducted by an approved scanning vendor; including annual internal and external penetration testing results and annual Security Assessment Questionnaires (SAQs)
- 3. HIPAA Compliance
  - a. No HIPAA data should be shared with those not authorized to view or access it
- 4. PII Compliance
  - a. The Contractor should remain in accordance with California statutes, the Agencies' privacy policy, and National Institute of Standards and Technology (NIST) best practices for general information security
  - b. No PII should be shared with those not authorized to view or access it
  - c. The Contractor should remain vigilant towards the protection of the confidentiality of PII in accordance with the Agencies' privacy policy and with the California Civil Code Section 1747.08

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## **OCTA General User Annual Refresher Training and User Agreement**

As a user of an information system, I will adhere to the following security rules:

1. I will use OCTA computer systems (computers, mobile devices, and networks) only for authorized purposes.
2. If using OCTA computer systems and networks for nonofficial purposes, I will do so within the bounds allowed by OCTA policy and Manager approval, and without interfering with official OCTA business.
3. I will not use OCTA resources, including electronic mail and Internet/Worldwide Web access for purposes that violate ethical standards, including harassment, threats, sending or accessing sexually explicit material, racially or ethnically demeaning material, gambling, chain letters, for-profit activities, political activities, promotion or solicitation of activities prohibited by law, and so forth.
4. I will not load any unapproved software (software from home, games, etc.) or install hardware such as peripheral devices (external hard drives, docking stations, thumb drives) on any OCTA system. If I need software or hardware installed on my system, I will contact the IS Help Desk.
5. I will not download file-sharing software (including MP3 music, and video files), peer-to-peer software (i.e. Bit Torrent, Vuze, qBittorrent, etc.) or games onto my OCTA computer, OCTA IT system or network.
6. I will not try to access data or use operating systems or programs, except as specifically authorized.
7. I know I will be issued an OCTA computer system account(s) and password(s) to authenticate my computer account. After receiving them:
  - a. If given a temporary password, I will immediately change the password.
  - b. I will not allow anyone else to have or use my password. If I know that my password has been compromised, I will report this issue to the IS Help Desk.
  - c. I am responsible for all activity that occurs on my individual account once my password has been used to log on. If I am a member of a group account, I am responsible for all activity when I am logged on a system with that account.
  - d. I will ensure that my password is changed on a regular basis or if it is compromised, whichever occurs first.

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- e. I understand that OCTA has a password complexity requirement, and I will use passwords that meet this requirement.
  - f. I will not write down my password or store my password on any computer system, personal electronic device (PED), or on any magnetic or electronic media.
- 8. I will completely log off or screen lock my system any time I leave the device/workstation unattended (except in genuine emergencies, such as fire).
  - 9. If authorized, I will scan all removable media (i.e. disks, CDs, thumb drives) for malicious software or viruses before using it on any OCTA computer, system or network.
  - 10. I will practice good housekeeping with all electronic equipment, including keeping food, beverages, or other contaminants away from computers and data storage media.
  - 11. I will promptly report any actual or suspected malware, virus, or computer incident to the IS Help Desk.
  - 12. I will stay abreast of security issues via educations and awareness products distributed throughout OCTA.

**ACKNOWLEDGEMENT**

I have read the foregoing requirements regarding the access of OCTA-owned systems and networks. By signing, I understand and acknowledge the responsibilities associated with accessing and protecting the information contained therein.

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Print Name

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Signature/Date

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Training Courses:

1. Phishing (New Hire or as needed)
2. Password Management (New Hire or as needed)
3. Malware Prevention (New Hire or as needed)
4. PII - Personnel Identifiable Information (New Hire or as needed)
5. Annual Refresher Training (General User)
6. Annual Refresher Training (Privileged User, as needed)

References:

1. Software License Compliance Policy (EO-IS-380.01)
2. Cellular Telephone Policy (FA-IS-380.02)
3. Electronic Mail Policy (EO-IS-380.05)
4. Business Equipment Use Policy (FA-IS-380-08)
5. Sensitive Security Information Policy (EO-SEP-730.03)
6. Security Governance and Compliance Policy (FA-IS-900.01)
7. Employee Security Policy (FA-IS-900.02)
8. Incident Response Security Policy (EO-SEP-900.05)
9. Data Classification Security Policy (FA-IS-900.09)
10. Mobile Electronic Device Security Policy (FA-IS-900.20)
11. Internet Acceptable Use Policy (EO-IS-900.21)
12. Electronic Messaging Security Policy (FA-IS-900.22)

Links for References

1. <https://newoctatoday.octa.net/resources/Policies%20and%20Procedures/EO-IS-380.01SOFTWARELI.pdf>
2. <https://newoctatoday.octa.net/resources/Policies%20and%20Procedures/FA-IS-380.02CELLULAR.pdf>
3. <https://newoctatoday.octa.net/resources/Policies%20and%20Procedures/EO-IS-380.05ELECMAIL.pdf>
4. <https://newoctatoday.octa.net/resources/Policies%20and%20Procedures/FA-IS-380.08BUSEQUIP.pdf>
5. <https://newoctatoday.octa.net/resources/Policies%20and%20Procedures/EO-SEP-730.03SENSITIVE.pdf>
6. <https://newoctatoday.octa.net/resources/Policies%20and%20Procedures/FA-IS-900.01SECURITYGOV.pdf>



**FOR OFFICIAL USE ONLY**

7. <https://newoctatoday.octa.net/resources/Policies%20and%20Procedures/FA-IS-900.02EMPLSECU.pdf>
8. <https://newoctatoday.octa.net/resources/Policies%20and%20Procedures/EO-SEP-900.05INCIDENT.pdf>
9. <https://newoctatoday.octa.net/resources/Policies%20and%20Procedures/FA-IS-900.09DATACLASS.pdf>
10. <https://newoctatoday.octa.net/resources/Policies%20and%20Procedures/FA-IS-900.20MOBILE.pdf>
11. <https://newoctatoday.octa.net/resources/Policies%20and%20Procedures/EO-IS-900.21INTERNET.pdf>
12. <https://newoctatoday.octa.net/resources/Policies%20and%20Procedures/FA-IS-900.22ELECMESS.pdf>

**PERFORMANCE STANDARDS**

Category	Definition	Standard	Frequency	Penalty
Key Positions	Contractor shall fill all Key Positions as outlined within the <u>agreement</u> .	Unfilled key position beyond 30-days	Per occurrence	Deduct salary and benefits plus \$1,000 per day for each <u>position unfilled beyond 30 days</u> .
Incident Notification	Measured as the number of occurrences where an incident is not <u>reported within 2 hours from the time of its occurrence</u> .	Report all incidents within 2 hours.	Per occurrence	\$100 per incident not reported within 2 hours.
Customer Comments	Measured as number of occurrences when a customer comment investigation and/or response is not completed. Investigations shall include providing a detailed summary of findings related to the issues identified in the complaint; identifying any staff involved, and when applicable, providing what actions were taken to address any issue. In addition, CONTRACTOR shall provide statements, recorded calls, and any other information related to comment when <u>requested by AUTHORITY</u> .	Comments that require a response (i.e., Call Back, E-mail) shall be completed within seven (7) calendar days of receiving the comment and all other comments shall be closed within 14 calendar days.	Per occurrence	\$50 per each late comment report.
Monthly Operating Reports	Measured as number of occurrences when a monthly operating <u>report was not submitted as described in the Reports Table</u> .	Contractor shall submit reports as <u>outlined within the agreement</u> .	Per occurrence	\$50 per each late monthly operating report.
Call Center Average Hold Time	Measured as the average telephone hold time for all calls.	180 seconds	Monthly	\$500 when the average hold time for all calls falls above <u>180 seconds</u> .
Call Center Maximum Hold Time	Measured as the maximum telephone hold time (5 minutes) for all <u>calls</u> .	90%	Monthly	\$500 when the maximum telephone hold time for all calls <u>falls below 90%</u> .
Contractor Eligibility Assessment No Show	Failure to perform an eligibility assessment as scheduled.	100% compliance	Per occurrence	\$100 per eligibility assessment no show.
Eligibility Assessment Scheduling	Measured as the average number of days in a month where eligibility assessments are scheduled on average beyond 14 <u>calendar days</u> .	14 calendar days (average)	Monthly	\$500 when the average eligibility assessments scheduled days out falls above 14 days.
Late Eligibility Assessment Determination	Measured as the number of occurrences when a determination to an eligibility assessment is not completed within 14 calendar days <u>from receipt of all completed documents</u> .	14 calendar days	Per occurrence	\$50 per each late eligibility assessment determination.
Excessively Late Eligibility Assessment Determination	Measured as the number of occurrences when a determination to an eligibility assessment is not completed within 21 calendar days <u>from receipt of all completed documents</u> .	21 days	Per occurrence	\$500 per each excessively late eligibility assessment determination.

## REPORTS

Report	Frequency	Description
Incident Investigation	Per Occurrence	Details of an incident, AUTHORITY notification, incident investigation results, and next steps (when applicable)
Daily Activity Log	Monthly	Provides general data on the services provided, including any incidents and other unforeseen events that occurred.
Call Center Report	Monthly	A detailed call center data report about the number of calls accepted, calls answered, calls abandoned, calls transferred, average wait time for answered calls, average wait time for abandoned calls, maximum wait time for answered calls, maximum wait time for abandoned calls, average call length, and average number of agents on duty
Performance Report	Monthly	Report that details the performance of OC ACCESS Eligibility Assessments, Travel Training activity (group workshops and individual/small group workshops), and Marking and Tethering services.
Employee Data Report	Monthly	Monthly summary (count) of employees and any subcontractor employees, by position and status (full-time/part-time)
Customer Comment Report	Quarterly	Report that identifies actions to be taken to reduce the number of valid complaints.

**EXHIBIT B: COST AND PRICE FORMS**

**PRICE SUMMARY SHEET  
REQUEST FOR PROPOSALS (RFP) 5-3959**

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Enter below unit price for each individual assessment completed per the services described in the Exhibit A, Scope of Work to include all direct and indirect expenses, profit, and overhead. All prices quoted below shall be firm throughout the initial and optional terms of the Agreement.

---

**INITIAL TERM**

**UNIT PRICE**

Per individual assessment completed

January 1, 2026 through December 31,  
2026

\$ \_\_\_\_\_/each

January 1, 2027 through December 31,  
2027

\$ \_\_\_\_\_/each

January 1, 2028 through December 31,  
2028

\$ \_\_\_\_\_/each

**OPTION TERM**

January 1, 2029 through December 31,  
2029

\$ \_\_\_\_\_/each

January 1, 2030 through December 31  
2030

\$ \_\_\_\_\_/each

**Any deviations, exceptions, and additions made by Offerors to this Price Summary Sheet shall be included in Exhibit G, entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submitted as part of the original proposal. See Exhibit G, Proposal Deviations and/or Exceptions.**

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1. I acknowledge receipt of RFP 5-3959 and Addenda No.(s) \_\_\_\_\_
2. This offer shall remain firm for \_\_\_\_\_ days from the date of proposal  
(Minimum 120)

COMPANY NAME

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ADDRESS

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TELEPHONE

---

FACSIMILE #

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EMAIL ADDRESS

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SIGNATURE OF PERSON  
AUTHORIZED TO BIND OFFEROR

---

NAME AND TITLE OF PERSON  
AUTHORIZED TO BIND OFFEROR

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DATE SIGNED

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**EXHIBIT C: PROPOSED AGREEMENT**

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**PROPOSED AGREEMENT NO. C-5-3959**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

**THIS AGREEMENT** is effective this \_\_\_\_ day of \_\_\_\_\_, 2025  
("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street,  
P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California  
(hereinafter referred to as "AUTHORITY"), and , , , (hereinafter referred to as "CONTRACTOR").

**WITNESSETH:**

**WHEREAS**, AUTHORITY requires assistance from CONTRACTOR to provide OC Access  
Eligibility Assessments and Transit Support Services; and

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

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

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

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

**ARTICLE 1. COMPLETE AGREEMENT**

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

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## EXHIBIT C

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

8 **ARTICLE 2. AUTHORITY DESIGNEE**

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

11 **ARTICLE 3. SCOPE OF WORK**

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

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

18 **Names**

**Functions**

19  
20  
21  
22  
23 C. No person named in paragraph B of this Article, or his/her successor approved by  
24 AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon function  
25 or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should  
26 the services of any key person become no longer available to CONTRACTOR, the resume and

1 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as  
2 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key  
3 person, unless CONTRACTOR is not provided with such notice by the departing employee. AUTHORITY  
4 shall respond to CONTRACTOR within seven (7) calendar days following receipt of these qualifications  
5 concerning acceptance of the candidate for replacement.

6 **ARTICLE 4. TERM OF AGREEMENT**

7 A. This Agreement shall commence on January 1, 2026 by both parties, and shall continue in  
8 full force and effect through December 31, 2028, unless earlier terminated or extended as provided in  
9 this Agreement.

10 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for up to  
11 an additional two years commencing January 1, 2029, and continuing through December 31, 2030  
12 ("Option Term"), and thereupon require CONTRACTOR to continue to provide services, and otherwise  
13 perform, in addition with Exhibit A and at the rates set forth in Article 5, "Payment".

14 C. AUTHORITY's election to extend this Agreement beyond the initial term shall not diminish its  
15 right to terminate this Agreement. The "maximum term" of this Agreement shall be the period extending  
16 from January, 2026 through December 31, 2030, which period encompasses the initial term and option  
17 term.

18 **ARTICLE 5. PAYMENT**

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

22 B. The following schedule shall establish the firm-fixed payment to CONTRACTOR by  
23 AUTHORITY for work actually completed by CONTRACTOR. The schedule shall not include any  
24 CONTRACTOR expenses not approved by AUTHORITY, including, but not limited to reimbursement for  
25 local meals.

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## EXHIBIT C

<u>INITIAL TERM</u>	<u>Description</u>	<u>Firm-Fixed Unit Price</u>
January 1, 2026 to December 31, 2026	Individual Assessment Completed	.00.
January 1, 2027 to December 31, 2027	Individual Assessment Completed.	.00.
January 1, 2028 to December 31, 2028	Individual Assessment Completed	.00.
<u>OPTION TERM</u>	<u>Description</u>	<u>Firm-Fixed Unit Price</u>
January 1, 2029 to December 31, 2029	Individual Assessment Completed	.00
January 1, 2030 to December 31, 2030	Individual Assessment Completed	.00
	Total Start-Up	.00

C. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONTRACTOR. Percentage of work completed shall be documented in a monthly progress report prepared by CONTRACTOR, which shall accompany each invoice submitted by CONTRACTOR. These rates shall remain fixed for the term of this Agreement and area acknowledged to include CONTRACTOR's overhead cost, general cost, administrative cost and profit. CONTRACTOR shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full payment until such time as CONTRACTOR has documented to AUTHORITY's satisfaction, that CONTRACTOR has fully completed all work required. AUTHORITY's payment in full shall constitute AUTHORITY's final acceptance of CONTRACTOR's work .

D. Invoices shall be submitted by CONTRACTOR on a monthly basis and shall be submitted in duplicate to AUTHORITY's Accounts Payable office. CONTRACTOR may also submit invoices electronically to AUTHORITY's Accounts Payable Department at [vendorinvoices@octa.net](mailto:vendorinvoices@octa.net). Each invoice

## EXHIBIT C

shall be accompanied by the monthly progress report specified in paragraph B of this Article. AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the following information:

1. Agreement No. C-5-3959;
2. Specify the number of individual assessments completed for which payment is being requested;
3. The time period covered by the invoice;
4. Total monthly invoice (including project-to-date cumulative invoice amount);
5. Monthly Progress Report;
6. Certification signed by the CONTRACTOR or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which CONTRACTOR intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.
7. Any other information as agreed or requested by AUTHORITY to substantiate the validity of an invoice.

**ARTICLE 6. MAXIMUM OBLIGATION**

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

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**ARTICLE 7. NOTICES**

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

To CONTRACTOR:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Daniel Crymes

Title:

Title: Senior Contracts Administrator

Phone:

Phone: (714) 560 - 5077

Email:

Email: dcrymes@octa.net

**ARTICLE 8. INDEPENDENT CONTRACTOR**

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

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

1                   **ARTICLE 9.   INSURANCE**

2                   A. CONTRACTOR shall procure and maintain insurance coverage in full force and effect during  
3 the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance  
4 provisions. CONTRACTOR shall provide the following insurance coverage:

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

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

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

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

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

18                  B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy  
19 blanket additional insured endorsement, designating AUTHORITY, its officers, directors and employees  
20 as additional insureds on general liability and automobile liability, as required by Agreement. Proof of  
21 insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective  
22 date of the Agreement and prior to commencement of any work. Such insurance shall be primary and  
23 non-contributive to any insurance or self-insurance maintained by AUTHORITY. Furthermore,  
24 AUTHORITY reserves the right to request certified copies or review all related insurance policies, in  
25 response to a related loss.  
26

1 C. CONTRACTOR shall include on the face of the certificate of insurance the Agreement No.  
2 C-5-3959 and, the Senior Contract Administrator's , Daniel Crymes.

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

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

9 **ARTICLE 10. ORDER OF PRECEDENCE**

10 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:  
11 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 5-3959; (3)  
12 CONTRACTOR's proposal dated \_\_\_\_\_ (4) all other documents, if any, cited herein or  
13 incorporated by reference.

14 **ARTICLE 11. CHANGES**

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

23 **ARTICLE 12. DISPUTES**

24 A. Except as otherwise provided in this Agreement, when a dispute arises between  
25 CONTRACTOR and AUTHORITY, the project managers shall meet to resolve the issue. If project  
26 managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of Contracts

## EXHIBIT C

1 Administration and Materials Management (CAMM), who shall reduce the decision to writing and mail or  
2 otherwise furnish a copy thereof to CONTRACTOR. The decision of the Director, CAMM, shall be the  
3 final and conclusive administrative decision.

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

9 **ARTICLE 13. TERMINATION**

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

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

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**ARTICLE 14. INDEMNIFICATION**

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

**ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

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

**Subcontractor Name/Addresses****Subcontractor Functions**

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

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

**ARTICLE 17. CONFLICT OF INTEREST**

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

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

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**ARTICLE 18. CODE OF CONDUCT**

CONTRACTOR 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. CONTRACTOR agrees to include these requirements in all of its subcontracts.

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

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

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

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

**ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

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

**ARTICLE 22. PROHIBITED INTERESTS**

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

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

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

All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONTRACTOR in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any purposes other than the performance under this Agreement, nor be disclosed to an entity not connected with the performance of the project. CONTRACTOR shall comply with AUTHORITY's policies regarding such material. Nothing furnished to CONTRACTOR, which is otherwise known to CONTRACTOR or is or becomes generally known to the related industry shall be deemed confidential. CONTRACTOR 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.

B. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be released by CONTRACTOR 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 CONTRACTOR and AUTHORITY.

**ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT**

A. In lieu of any other warranty by AUTHORITY or CONTRACTOR against patent or copyright infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its expense any claim or suit against AUTHORITY on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes

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

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

#### 17 **ARTICLE 25. FINISHED AND PRELIMINARY DATA**

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

26 /

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

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

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

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

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

20 **ARTICLE 28. FORCE MAJEURE**

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

1 the fault or negligence of the party not performing.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-5-3959 to be  
3 executed as of the date of the last signature below.

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

5  
6 By: \_\_\_\_\_ By: \_\_\_\_\_  
7 Darrell E. Johnson  
8 Chief Executive Officer

9 **APPROVED:**

10  
11 By: \_\_\_\_\_  
12 Johnny Dunning Jr.  
13 Chief Operating Officer, Operations

14 **APPROVED AS TO FORM:**

15  
16 By: \_\_\_\_\_  
17 James M. Donich  
18 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: CAMPAIGN CONTRIBUTION DISCLOSURE FORMS**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**Information Sheet**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

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

**IMPORTANT NOTICE**

**Basic Provisions of Government Code Section 84308**

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$500 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$500 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$500 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$500 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$500 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

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

ORANGE COUNTY TRANSPORTATION AUTHORITY  
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: \_\_\_\_\_ RFP Title: \_\_\_\_\_

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

**If no**, please sign and date below.

**If yes**, please provide the following information:

Prime Contractor Firm Name: \_\_\_\_\_

Contributor or Contributor Firm's Name: \_\_\_\_\_

Contributor or Contributor Firm's Address: \_\_\_\_\_

Is Contributor:

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

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

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

Name of Board Member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Board Member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Contributor

\_\_\_\_\_  
Print Firm Name

\_\_\_\_\_  
Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Doug Chaffee, Chair**  
**Jamey Federico, Vice Chair**  
**Valerie Amezcua, Director**  
**Mike Carroll, Director**  
**Jon Dumitru, Director**  
**Katrina Foley, Director**  
**Patrick Harper, Director**  
**Michael Hennessey, Director**  
**Fred Jung, Director**  
**Stephanie Klopfenstein, Director**  
**Carlos Leon, Director**  
**Janet Nguyen, Director**  
**Tam Nguyen, Director**  
**Vicente Sarmiento, Director**  
**John Stephens, Director**  
**Mark Tettermer, Director**  
**Donald Wagner, Director**

**EXHIBIT F: SAFETY SPECIFICATIONS**

## LEVEL 2 STANDARD HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

### PART I – GENERAL

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

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

#### C. INJURY AND ILLNESS PREVENTION PROGRAM

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

#### D. SUBSTANCE ABUSE PREVENTION PROGRAM

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

#### E. HAZARD COMMUNICATION PROGRAM

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



**F. STORM WATER POLLUTION PREVENTION PLAN**

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

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

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

## **H. SCOPE PLANNING**

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

## **I. ORIENTATION**

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

## **J. TRAFFIC & PARKING**

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

## **K. GENERAL PROVISIONS**

1. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.
2. The Contractor shall immediately notify the Authority's Project Manager whenever local, state or federal regulatory agency personnel are identified as being onsite.

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

## 1.2 ENVIRONMENTAL REQUIREMENTS

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

- D. Contractor shall comply with all applicable EPA, Cal EPA, Cal Recycle, DTSC, SCAQMD, local, state, county and city standards, rules and regulations for hazardous and special waste handling, recycling and/ disposal. At a minimum, Contractor shall ensure compliance where applicable with SCAQMD Rule 1166, CCR Title 8, Section 5192, 29 CFR Subpart 1910.120, 49 CFR Part 172, Subpart H, 40 CFR Subpart 265.16 and CCR Title 22 Section 6625.16. Contractor shall provide OCTA a schedule of all hazardous waste and special or industrial waste disposal dates in advance of transport date. Only authorized OCTA personnel shall sign manifests for OCTA generated wastes. Contractor shall ensure that only current registered transporters are used for disposal of hazardous waste and industrial wastes. The Contractor shall obtain approval from OCTA for the disposal site locations in advance of scheduled transport date.

### **1.3 INCIDENT NOTIFICATION AND INVESTIGATION**

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

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

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

#### 1.4 PERSONAL PROTECTIVE EQUIPMENT

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

#### 1.5 LANGUAGE REQUIREMENTS

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

**1.6 WARNING SIGNS AND DEVICES**

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

**1.7 REFERENCES**

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

**END OF SECTION**

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

**PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

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

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

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

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

Check one:

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

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

Complete Description of Deviation or Exception:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Rationale for Requesting Deviation or Exception:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Area Below Reserved for Authority Use Only:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_