



March 6, 2025

NOTICE OF INFORMAL REQUEST FOR PROPOSALS (RFP)

RFP 5-3968: "Business Process Review for Accounts Payable and Accounts Receivable"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified firms to provide a business process review for accounts payable and accounts receivable. The budget for this effort is \$26,040 for a one (1)-year term.

Proposals must be received at or before 2:00 p.m. on March 18, 2025. Proposals should be sent to Michael Cardozo, Contract Administrator, via email to mcardozo@octa.net.

PLEASE NOTE: Hard copy proposal submission will not be accepted for this RFP. Proposals must be submitted electronically to the email address stated above and by the date and time as indicated.

Proposals received after the date and time specified above will not be accepted.

All questions or clarifications must be submitted in writing to Michael Cardozo, Contract Administrator, via email to mcardozo@octa.net and must be received by the Authority no later than 5:00 p.m. on March 11, 2025. The Authority will respond to all written questions by issuing a written addendum no later than March 13, 2025.

The Authority has established April 2, 2025, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET, the Authority's interactive website. The website can be found at <https://cammnet.octa.net>.

Offerors should be aware that award may be made without further discussion.

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

INSTRUCTIONS TO OFFERORS

EXAMINATION OF PROPOSAL DOCUMENTS

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

ACCEPTANCE OF PROPOSALS

1. 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 the proposals.
2. The Authority reserves the right to withdraw 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.
3. 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.
4. Proposals received by Authority are public information and must be made available to any person upon request.
5. Submitted proposals are not to be copyrighted.

CONTRACT TYPE

It is anticipated that the purchase order resulting from this solicitation, if awarded, will be a firm-fixed price contract effective for a one (1)-year term.

AWARD

Authority will evaluate and award based on the following criteria and weights:

- | | |
|------------------------------------------------------------------------------------------------------------------|-----|
| ▪ Qualifications – Technical experience in performing work of a closely similar nature and references of Offeror | 30% |
| ▪ Staffing – Qualifications of project staff, particularly key personnel | 20% |
| ▪ Work Plan – Logic and clarity of work plan | 30% |
| ▪ Cost and Price – Reasonableness and competitiveness | 20% |

PROPOSAL

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. The proposal shall not exceed twenty (20) pages, excluding appendices.

Offeror shall:

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 providing similar work and highlight the participation in such work by the staff proposed for assignment in this project.
4. Identify subcontractors by company name, address, contact person, telephone number, email address, and project function (if applicable).
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.

Staffing

Offeror shall:

1. Identify the key personnel proposed to perform the work.
2. Furnish brief resume(s) (not more than two (2) pages per person) detailing applicable experiences for proposed key personnel.
3. 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.

Work Plan

Offer shall:

1. Provide a brief narrative, which addresses the Scope of Work in Exhibit A, understanding of requirements, and approach to completing the 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 tasks and specify who would perform them.
3. Furnish a timeline for completing the work in terms of elapsed weeks.

Cost and Price Proposal

Offeror shall sign and complete the "Price Summary Sheet" form included with this RFP (Exhibit B). It is anticipated that the Authority will issue a firm-fixed price contract specifying firm-fixed prices for individual services.

Exceptions/Deviations

The Offeror shall state using the Proposal Exceptions and/or Deviations Form (Exhibit E) any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the Authority's technical or contractual requirements, these should be thoroughly explained. If no technical or contractual exceptions and/or deviations are noted, Offeror will be deemed to have accepted the contract requirements as set forth in Exhibit C.

Enclosures:

- Exhibit A – Scope of Work
- Exhibit B – Price Summary Sheet
- Exhibit C – Proposed Agreement
- Exhibit D – Level 1 Safety Specifications
- Exhibit E – Proposal Exceptions and/or Deviations

Scope of Work
Business Process Review for Accounts Payable and Accounts Receivable

The Orange County Transportation Authority (OCTA) is seeking an organization proficient in the Finance Enterprise financial system to review and assess how the system is currently utilized by the Accounts Payable (AP) and Accounts Receivable (AR) departments. The objective is to ensure that OCTA is leveraging the system to its full potential by aligning workflows with the most current practices and capabilities available within the system. This project also includes the re-engineering of AP and AR processes, with integration considerations for procurement, contracts, vendor management, third-party billing, and payment solutions. The selected Consultant shall analyze current workflows, design improved processes, and deliver actionable recommendations to enhance operational efficiency.

Objective

Consultant shall provide recommendations to streamline and modernize the AP and AR processes by analyzing current workflows, designing future processes, and delivering recommendations with clear priorities, impact assessments, and implementation timelines. This initiative seeks to align AP and AR functions with procurement practices and strategic goals to ensure optimal performance.

Tasks – Report Deliverables and Time Schedules

Task 1: Review and Analysis of AP

Consultant shall validate existing documentation, workflows, and tasks related to Accounts Payable (AP), and assess integration points between current and future procurement systems, contracts, and vendor management. Evaluate the use of the Finance Enterprise financial system to ensure alignment with best practices and full utilization of its features.

Deliverables – A summary report of the current-state assessment, including validated workflows and areas for improvement related to system usage and integration.

Task 2: Review and Analysis of AR

Consultant shall validate existing documentation, workflows, and tasks related to AP including integrations between current and future with third-party billing and payment solutions. Evaluate the use of the Finance Enterprise financial system to ensure alignment with best practices and full utilization of its features.

Deliverables – A summary report of the current-state assessment, including validated workflows and areas for improvement related to system usage and integration.

Task 3: Collaborative Workshops for Process Mapping

Conduct workshops with AP and AR staff to map and validate current “as-is” processes for AP, AR, and procurement integration. Facilitate sessions to collaboratively design and validate future “to-be” processes, incorporating industry best practices and the full capabilities of the Finance Enterprise system.

Deliverables – Provide “as-is” workflow maps with work details (50% complete for review). A final “to-be” workflow maps, validated and approved by Accounting Operations Manager.

Task 4: Oral Presentation of Recommendations

Consultant shall make an oral presentation of the final reports’ findings and recommendations to OCTA management on the “to-be” processes. Quantify recommendations by adding priority level, impact analysis, effort estimate, and proposed phase of implementation. Furthermore, Consultant shall be available for any questions OCTA may have about the contents of the reports.

Task 5: Desk Procedures

Consultant shall develop desktop procedures for both Accounts Payable and Accounts Receivable, covering new processes discussed in Task 4.

Limitation on Governmental Decisions

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

PRICE SUMMARY SHEET
REQUEST FOR PROPOSALS (RFP) 5-3968

Enter below the proposed price for the services described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, tax, and profits. OCTA's intention is to award a firm-fixed price contract effective for a one (1)-year term.

Task	Description	Firm-Fixed Price
1	Review and Analysis of Accounts Payable	\$_____
2	Review and Analysis of Accounts Receivable	\$_____
3	Collaborative Workshops for Process Mapping	\$_____
4	Oral Presentation of Recommendations	\$_____
5	Desk Procedures	\$_____
Total Firm-Fixed Price		\$_____

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

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

PROPOSED AGREEMENT NO. C-5-3968**BETWEEN****ORANGE COUNTY TRANSPORTATION AUTHORITY****AND**

THIS AGREEMENT is effective this ____ day of _____, 20__ ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), and , , , , (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONSULTANT to provide a business process review for accounts payable and accounts receivable; and

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

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

WHEREAS, CONSULTANT wishes to perform these services.

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

ARTICLE 1. COMPLETE AGREEMENT

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

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

EXHIBIT C

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

Names**Functions**

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

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

ARTICLE 4. TERM OF AGREEMENT

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

ARTICLE 5. PAYMENT

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

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

<u>Tasks</u>	<u>Description</u>	<u>Firm-Fixed Price</u>
1	Review and Analysis of Accounts Payable	\$.00
2	Review and Analysis of Accounts Receivable	\$.00
3	Collaborative Workshops for Process Mapping	\$.00
4	Oral Presentation of Recommendations	\$.00
5	Desk Procedures	\$.00
		<u>\$.00</u>
TOTAL FIRM-FIXED PRICE PAYMENT		<u>\$.00</u>

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

EXHIBIT C

1 AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to
2 make full payment for any task listed in paragraph B of this Article until such time as CONSULTANT has
3 documented to AUTHORITY's satisfaction, that CONSULTANT has fully completed all work required
4 under the task. AUTHORITY's payment in full for any task completed shall constitute AUTHORITY's final
5 acceptance of CONSULTANT's work under such task.

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

- 12 1. Agreement No. C-5-3968;
- 13 2. Specify the task number for which payment is being requested;
- 14 3. The time period covered by the invoice;
- 15 4. Total monthly invoice (including project-to-date cumulative invoice amount);
- 16 5. Monthly Progress Report;
- 17 6. Certification signed by the CONSULTANT or his/her designated alternate that a)
18 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
19 information included with the invoice is true, complete and correct in all material respects; c) All payments
20 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
21 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
22 invoice does not include any amount which CONSULTANT intends to withhold or retain from a
23 subcontractor or supplier unless so identified on the invoice.

- 24 7. Any other information as agreed or requested by AUTHORITY to substantiate the
25 validity of an invoice.

26 /

ARTICLE 6. MAXIMUM OBLIGATION

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

ARTICLE 7. NOTICES

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

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Michael Cardozo

Title:

Title: Contract Administrator

Phone:

Phone: (714) 560 - 5627

Email:

Email: mcardozo@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

A. CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not employees of AUTHORITY. CONSULTANT shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all

1 reports and obligations respecting them, such as social security, income tax withholding, unemployment
2 compensation, workers' compensation and similar matters.

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

7 **ARTICLE 9. INSURANCE**

8 A. CONSULTANT shall procure and maintain insurance coverage in full force and effect during
9 the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance
10 provisions. CONSULTANT shall provide the following insurance coverage:

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

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

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

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

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

24 B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy
25 blanket additional insured endorsement, designating AUTHORITY, its officers, directors and employees
26 as additional insureds on general liability and automobile liability, as required by Agreement. Proof of

EXHIBIT C

1 insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective
2 date of the Agreement and prior to commencement of any work. Such insurance shall be primary and
3 non-contributive to any insurance or self-insurance maintained by AUTHORITY. Furthermore,
4 AUTHORITY reserves the right to request certified copies or review all related insurance policies, in
5 response to a related loss.

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

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

13 E. CONSULTANT shall submit required insurance certificates to AUTHORITY's insurance
14 tracking contractor, InsureTrack. CONSULTANT shall respond directly to InsureTrack's request for
15 updated insurance certificates and other insurance-related matters by email to octa@instracking.com.

16 F. CONSULTANT shall include on the face of the certificate of insurance, the following
17 information:

18 1. The Agreement No. C-5-3968 and, the Contract Administrator's Name,
19 Michael Cardozo

20 2. For Certificate Holder: The Orange County Transportation Authority, its officers,
21 directors, employers and agents, c/o InsureTrack, P.O. Box 60840 Las Vegas, NV 89160.

22 **ARTICLE 10. ORDER OF PRECEDENCE**

23 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
24 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 5-3968;
25 (3) CONSULTANT's proposal dated _____; (4) all other documents, if any, cited herein or
26 incorporated by reference.

ARTICLE 11. CHANGES

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

ARTICLE 12. DISPUTES

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

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

ARTICLE 13. TERMINATION

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

1 claims against AUTHORITY under this Agreement.

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

12 **ARTICLE 14. INDEMNIFICATION**

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

19 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

25 B. AUTHORITY hereby consents to CONSULTANT's subcontracting portions of the Scope of
26 Work to the parties identified below for the functions described in CONSULTANT's proposal.

EXHIBIT C

CONSULTANT shall include in the subcontract agreement the stipulation that CONSULTANT, not AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors, employees or sureties for nonpayment by CONSULTANT.

Subcontractor Name/Addresses**Subcontractor Amounts**

\$.00

\$.00

\$.00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

ARTICLE 17. CONFLICT OF INTEREST

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

1 disclosure requirement is for the entire term of this Agreement.

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

7 **ARTICLE 18. CODE OF CONDUCT**

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

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

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

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

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

20 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS

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

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

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

ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT

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

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

ARTICLE 25. FINISHED AND PRELIMINARY DATA

A. All of CONSULTANT's finished technical data, including but not limited to illustrations, photographs, tapes, software, software design documents, including without limitation source code, binary code, all media, technical documentation and user documentation, photoprints and other graphic information required to be furnished under this Agreement, shall be AUTHORITY's property upon

EXHIBIT C

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

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

ARTICLE 26. HEALTH AND SAFETY REQUIREMENT

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

ARTICLE 27. LIMITATION ON GOVERNMENTAL DECISIONS

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

ARTICLE 28. FORCE MAJEURE

24
25 Either party shall be excused from performing its obligations under this Agreement during the time
26 and to the extent that it is prevented from performing by an unforeseeable cause beyond its control,

EXHIBIT C

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

6 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-5-3968 to be
7 executed as of the date of the last signature below.

8 **CONSULTANT**

ORANGE COUNTY TRANSPORTATION AUTHORITY

9 By: _____

By: _____

10 Georgia Martinez
11 Department Manager, Contracts and Procurement

12 **APPROVED AS TO FORM:**

13
14 By: _____

15 James M. Donich
16 General Counsel
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LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

1.2 REGULATORY

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

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

C. Heat Illness Prevention Program

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

D. Hazard Communication Program

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

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

E. Storm Water Pollution Prevention Plan

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

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

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

1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.

B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
 2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
 3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
 4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

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

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

1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 or 3 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.6 REFERENCES

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

END OF SECTION

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

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- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
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- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Construction Industry Institute (CII)
- E. OCTA Yard Safety Rules

END OF SECTION

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 obligations and contractual terms and conditions set forth in the Scope of Work 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 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:

