



May 8, 2025

Gentlemen/Ladies:

**SUBJECT: REQUEST FOR QUOTATION (RFQ) 5-3992  
Confidential Document Destruction and Recycling Services**

The Orange County Transportation Authority (Authority) invites qualified firms to provide confidential document destruction and recycling services beginning July 1, 2025, through June 30, 2026. The budget for this effort is \$25,000 for the initial one (1)-year term.

**Please note that by submitting a Quote, Firm 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 Quote. In submitting a Quote, all Firms agree to comply with all economic sanctions imposed by the State or U.S. Government.**

**Quotes must be received at or before 11:00 a.m., May 29, 2025.**

Firm must complete Exhibit C, entitled "Price Summary Sheet". Quotes must be sent to Susan Rosenkranz by email to [srosenkranz@octa.net](mailto:srosenkranz@octa.net) Specifying the following on the subject line:

**RFQ 5-3992: "Confidential Document Destruction and Recycling Services"**

Quotes received after the date and time specified above will not be accepted by the Authority and returned to the firms.

Any questions or clarifications must be submitted in writing to Susan Rosenkranz by email to [srosenkranz@octa.net](mailto:srosenkranz@octa.net) and must be received no later than 5:00 p.m., on May 13, 2025. On the Email subject line, please specify: "RFQ 5-3992-Written Questions". The Authority will respond to all written questions by issuing a written addendum May 22, 2025.

An award will be made to the lowest, responsive, responsible Firm and shall be on a lump sum basis. By submitting a quote, Firm agrees to the terms and conditions as stated in Exhibit D, entitled "Orange County Transportation Authority General Provisions", which by this reference incorporated herein. Firms who do not bid on all line items in the Price Summary Sheet shall be deemed "Non-Responsive", and will not be considered for award.

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 [www.cammnet.net](http://www.cammnet.net).

Firms should be aware that an award may be made without further discussion. The successful Firm will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations.

If you have any questions, I can be reached at (714) 560-5610.

Sincerely,

*Susan Rosenkranz*

Susan Rosenkranz  
Senior Buyer  
Contracts Administration and Materials Management

Exhibit A, Scope of Work  
Exhibit B, Quotation Form  
Exhibit C, Price Summary Sheet  
Exhibit D, OCTA General Provisions  
Exhibit E, Level 1, Health, Safety and Environmental Specifications  
Exhibit F, Insurance Requirements

**Scope of Work**  
**Confidential Document Destruction and Recycling Services**

I. **Background**

The Orange County Transportation Authority (Authority) requires a qualified contractor to provide the removal and destruction of confidential paper and recycling services. The document destruction services are required at the locations listed in section III., on a weekly basis.

II. **Scope of Services**

1. Contractor shall be required to furnish all labor, parts, materials and equipment to perform all operations for offsite document shredding of confidential material and pick up confidential records in a secured vehicle.
2. Destruction of the records shall be shredded at Contractor's facility.
3. Contractor shall supply 10- locked/64-gallon recycling bins at the Orange Administration building office location, 6 locked/64-gallon recycling bins at the Santa Ana location, 6 locked/64-gallon recycling bins at the Garden Grove locations and 1-locked/64-gallon recycling bin at the Lost and Found location for secured destruction.
4. Contractor shall supply 5 to 7 96-gallon recycling bins for paper and 3 to 5 175-gallon recycling bins for paper and cardboard at the Orange Administration building print shop. The print shop is located in the basement of the Orange Administration building.
5. Contractor shall physically come into each location weekly, during normal business hours and empty all the recycling bins, replacing them with new ones at pick up. Bins shall be located at designated locations within the respective locations. Additional pickups are needed for banker boxes resulting from a quarterly or bi-annual purge of records. The Contractor shall complete pickup and shredding of these boxes within twenty-four (24) hours after notification, during normal business hours.
6. Contractor shall provide with invoice a fully authorized and signed Certificate of Destruction attesting to:
  - a. Quantity destroyed,
  - b. Time and date destroyed,

- c. Method of destruction, along with confirmation of pickup/drop off slip, and
- d. Leaving a copy of the signed slip with the supervisor or designee (contact Doug Guilbert, 714.560.5807).

III. LOCATIONS

OCTA Lost and Found Office  
11911 Woodbury Road  
Garden Grove, CA 92843

Orange Administration Building  
600 South Main Street  
Orange, CA 92868

GARDEN GROVE ANNEX IN THE BUS OPS AND MAINTENANCE  
11790 Cardinal Circle  
Garden Grove, CA 92843

SANTA ANA BASE IN BUS OPS AND MAINTENANCE AREA  
4301 MacArthur Boulevard  
Santa Ana, CA 92704

**QUOTATION FORM**

**REQUEST FOR QUOTATIONS (RFQ) 5-3992**

DESCRIPTION OF SERVICES: Confidential Document Destruction and Recycling Services

COMPANY'S NAME AND ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

I Acknowledge Receipt of RFQ And Addenda Numbers: \_\_\_\_\_

SIGNATURE OF PERSON  
AUTHORIZED TO BIND QUOTE \_\_\_\_\_

SIGNATOR'S NAME AND TITLE \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

**BLANKET PURCHASE ORDER**

Effective July 1, 2025, through June 30, 2026, for a one (1)-year initial term with two (2), one (1)-year option terms for the Orange County Transportation Authority requirements, on an as-needed basis, with no guaranteed usage for confidential document destruction and recycling services. Prices quoted shall remain firm for the term of the Blanket Purchase Order. Firm must quote all items on Exhibit C, Price Summary Sheet, or shall be deemed non-responsive.

By submitting a quote, Firm agrees to the terms and conditions as stated in Exhibit A entitled "Scope of Work", Exhibit B entitled "Quotation Form", Exhibit C entitled "Price Summary Sheet", Exhibit D entitled "Orange County Transportation Authority-General Provisions", Exhibit E entitled "Insurance Requirements", and Exhibit F entitled "Level 1 Health, Safety, and Environmental Specifications" which by this reference are incorporated herein.

This offer shall remain firm for \_\_\_\_\_ days from the date of quote.  
(Minimum 120)

**OPTION YEAR**

The Authority will notify the successful firm, in writing, of its intent to exercise any given option year at least thirty (30) days prior to the end of the contract.

Option Year One, if exercised, will be effective July 1, 2026, through June 30, 2027.

Option Year Two, if exercised, will be effective July 1, 2027, through June 30, 2028.

**Evaluation for Award**

The Authority shall award to the lowest, responsible Firm.

## PRICE SUMMARY SHEET

Enter below the firm-fixed, fully-burdened rates, which shall include all of the direct and indirect costs of providing the services, fuel costs, travel time, trip charge, overhead, freight, applicable sales tax, and profits. Prices quoted shall remain firm for the initial one (1)-year term and the two (2), one (1) year option terms. Firms must quote all line items and initial year and option years, failure to quote the three years shall result in a non-responsive quote. Estimated quantities are for evaluation purposes only and does not guarantee any maximum or minimum usage.

INITIAL ONE YEAR  
ONE: JULY 1, 2025.  
THROUGH JUNE 30,  
2026

OPTION TERM ONE:  
JULY 1, 2026.  
THROUGH JUNE 30,  
2027

OPTION TERM TWO:  
JULY 1, 2027.  
THROUGH JUNE 30,  
2028

Description of Service	Estimated Quantity	Unit of Measurement	Initial Year: 7/1/25 through 6/30/26	Extended Pricing Initial Year	Option Term One: 7/1/26 through 6/30/27	Extended Pricing Option Year One	Option Term Two: 7/1/27 through 6/30/28	Extended Pricing Option Year Two
64-gallon locked recycling bins at the administration offices	10	Annual		\$ -		\$ -		\$ -
64-gallon locked recycling bins Santa Ana location	6	Annual		\$ -		\$ -		\$ -
64-gallon locked recycling bins Garden Grove location	6	Annual		\$ -		\$ -		\$ -
96-gallon locked recycling bins at the administration offices	7	Annual		\$ -		\$ -		\$ -
175-gallon locked recycling bins at the administration offices	5	Annual		\$ -		\$ -		\$ -
Additional pickups such as bankers boxes	up to 1,000	Annual		\$		\$		\$
SUBTOTAL INITIAL YEAR			\$ -					
TOTAL LUMP SUM TOTAL INITIAL ONE (1)-YEAR TERM AND TWO (2)-OPTION TERMS							\$ -	

## PARTS MARK-UP

All parts used that are related to the services outlined in the Scope of Work, Exhibit A, shall be invoiced at the Firm's cost plus a mark-up, as specified below.

Percent Cost Mark-Up: \_\_\_\_\_

For cost analysis purposes, the percentage mark-up listed above will be weighted at **10 %** and the lump sum total price will be weighted at **90 %**. Award will be made to the responsive, responsible Firm with the lowest sum of the weighted amount.

All parts over \$500 will require documentation of cost. Firm shall be required to provide supporting documentation to confirm the actual cost of providing the replacement parts. Payments are contingent upon Firm providing proof of cost.

## PRICE INCREASES /DECREASES:

No price increases will be permitted during the term of the Blanket Purchase Order. All price decreases will automatically be extended to Authority. Authority requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of ninety (90) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. Authority may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Blanket Purchase Order. Adjustments increasing the Firm's profit will not be allowed.

## FIRM DISCOUNT AND PRICING STRUCTURE:

Firm guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Firm agrees that no price increases shall be passed along to Authority during the term of this Blanket Purchase Order.

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

**ORANGE COUNTY TRANSPORTATION AUTHORITY - GENERAL PROVISIONS**

1. **INSPECTION AND ACCEPTANCE** - All items are subject to final inspection and acceptance by AUTHORITY at destination notwithstanding any payment, passage of title, or prior inspection or test at SELLER's facilities. Final inspection will be made within a reasonable time after receipt of items hereunder. SELLER shall notify AUTHORITY of any known nonconforming product that is expected to be delivered or has been delivered. AUTHORITY shall have authority to approve, or refuse identified nonconforming product. Defective goods may be returned at SELLER's expense.
2. **CHANGES** - By written notice or order, AUTHORITY may, from time to time, order work suspension and/or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished by SELLER. If any such change causes an increase or decrease in the price of this agreement or in the time required for its performance, SELLER or AUTHORITY shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing herein shall excuse SELLER from proceeding immediately with the agreement as changed.
3. **DEFAULT AND EXCESS REPROCUREMENT LIABILITY** - AUTHORITY may terminate this agreement if a federal or state proceeding for the relief of debtors is undertaken by or against SELLER, or if SELLER makes an assignment for the benefit of creditors, or if SELLER fails after reasonable notice by AUTHORITY to cure a deficiency in performance or lack of progress thereto. AUTHORITY shall have such additional remedies as may be available whether or not it so terminates this agreement, including, but not limited to, payment by SELLER to AUTHORITY of expenses incurred by AUTHORITY in reprocurring elsewhere the same or similar items or services defaulted by SELLER hereunder, provided SELLER's reprocurement expenses obligation shall be limited to the excess costs above the price specified herein for such items or services.
4. **INDEMNIFICATION** - SELLER shall indemnify, defend, and hold harmless AUTHORITY from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss, damage, claim, or harm for bodily injuries, including death or damage to property caused by SELLER or its employees, subcontractors, or suppliers in connection with the performance of this agreement.
5. **ASSIGNMENTS AND SUBCONTRACTS** - Neither this agreement nor any interest herein nor claim hereunder may be assigned by SELLER, either voluntarily or by operation of law, nor may all or substantially all of the agreement be subcontracted by SELLER without AUTHORITY's prior written consent. AUTHORITY's withholding of consent shall not be deemed to relieve SELLER of its obligations to comply fully with the requirements hereof.
6. **FEDERAL, STATE, AND LOCAL LAWS** - SELLER warrants that, in the performance of this agreement, it shall comply with all applicable Federal, State and local laws and ordinances and all lawful orders, rules and regulations thereunder.
7. **INFRINGEMENT INDEMNITY** - In lieu of any other warranty by AUTHORITY or SELLER against infringement, statutory or otherwise, it is agreed that SELLER shall defend, at its expense, any claim or suit against AUTHORITY based on a claim that any item furnished under this agreement or the normal use or sale thereof infringes any United States Letters patent or copyright, and SELLER shall pay all costs and damages finally awarded in any such suit or claim, provided that SELLER is notified in writing of the suit or claim and given authority, information, assistance at SELLER's expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, SELLER, 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 indemnity hereto.



8. **TITLE AND RISK OF LOSS** - Unless otherwise provided in this agreement, SELLER shall have title to and bear the risk of any loss of or damage to the items purchased hereunder until they are delivered in conformity with this agreement at the F.O.B. point specified herein, and upon such delivery, title shall pass from SELLER, and SELLER's responsibility for loss or damage shall cease, except for loss or damage resulting from SELLER's negligence. Passing of title upon such delivery shall not constitute acceptance of the item by AUTHORITY.
9. **NOTICE OF LABOR DISPUTE** - Whenever SELLER has knowledge that any actual or potential labor dispute may delay this agreement, SELLER shall immediately notify and submit all relevant information to AUTHORITY. SELLER shall insert the substance of this entire clause in any subcontract hereunder as to which a labor dispute may delay this agreement. However, any subcontractor need give notice and information only to its next higher-tier subcontractor.
10. **EQUAL EMPLOYMENT OPPORTUNITY** - In connection with the execution of this agreement, the SELLER shall not discriminate against any employee or applicant because of race, religion, color, sex or national origin. The SELLER 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 or national origin. Such actions shall include pay, or other forms of compensation and selection for training, including apprenticeship.
11. **TERMINATION FOR CONVENIENCE** - AUTHORITY may terminate this agreement for its convenience at any time, in whole or in part, by giving written notice to SELLER of such termination, effective on the date of such notice. Upon receipt of said notice, SELLER shall immediately take action not to incur any further obligations, costs, or expenses, except as may be reasonably necessary to terminate its activities. AUTHORITY shall pay SELLER its allowable costs incurred to date of termination and those costs determined by AUTHORITY to be reasonably necessary to effect such termination. All finished or unfinished documents and other materials procured or produced by SELLER hereunder shall, at the option of AUTHORITY, become AUTHORITY property upon the date of such termination.
12. **AUDIT AND INSPECTION OF RECORDS** - SELLER shall provide AUTHORITY such access to SELLER's books, records, and facilities as may be deemed necessary to examine, audit, and inspect all work data, documents, and activities related to the goods or services described herein. SELLER shall maintain such books, records, data and documents on a generally accepted accounting basis and shall clearly identify and make such items readily accessible to such parties during SELLER's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY hereunder.
13. **TIME IS OF THE ESSENCE** - Time is of the essence in the performance of this agreement. SELLER's delivery of the items and related data and/or documentation and/or performance of required services in accordance with the schedule are a material requirement of this agreement.
14. **WARRANTY** - SELLER warrants to AUTHORITY, its successors and customers that all items furnished to AUTHORITY will be free from defects in material and workmanship, will conform to applicable drawings, designs, specifications and samples, will meet all functional and performance requirements and, to the extent this order calls for services to be performed, that such services will be free from defects in workmanship, will meet all of the requirements of this agreement and will be performed to the highest standards of workmanship in the industry. These warranties are in addition to all other warranties, express, implied or statutory. In addition, the warranties set forth in this section shall survive any inspection, delivery, acceptance or payment by AUTHORITY.
15. **FORCE MAJEURE** - Either party shall be excused from performing its obligations under this agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material

act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

16. **GOVERNING LAW** - The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this agreement.
17. **SEVERABILITY** - If any term, provision, covenant or condition of this agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this agreement shall not be affected thereby, and each term, provision, covenant or condition of this agreement shall be valid and enforceable to the fullest extent permitted by law.
18. **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, return receipt requested, postage prepaid to the addresses set forth in the agreement.
19. **COMPLETE AGREEMENT** - This agreement, the purchase order, and any attachments thereto or referenced therein, constitute the complete and exclusive statement of the term(s) and condition(s) of this agreement between SELLER and AUTHORITY and supersede all prior representations, understandings, and communications

## 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.

#### 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.

### **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.

**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**

## **INSURANCE REQUIREMENTS**

Contractor shall procure and maintain insurance coverage during the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. The bidder shall provide the following insurance coverage:

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', contractual Liability, Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000 for each accident;
3. Workers' Compensation with limits as required by the State of California, including a Waiver of Subrogation in favor of AUTHORITY, its officers, directors, employees; and
4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy limit-disease, and \$1,000,000 policy limit employee-disease.

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

Contractor shall include on the face of the Certificate of Insurance the Blanket Purchase Order Number C53992; and, the Senior Buyer's Name, Susan Rosenkranz.

Contractor shall also include in each subcontract, the stipulation that subcontractors shall maintain insurance coverage in the amounts required of Contractor as provided in the Agreement.

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

Contractor shall submit required insurance certificates to AUTHORITY's insurance tracking contractor, InsureTrack. Contractor shall respond directly to InsureTrack's request for updated insurance certificates and other insurance-related matters by email to [octa@instracking.com](mailto:octa@instracking.com).

Contractor shall include on the face of the certificate of insurance, the following information:

1. The Blanket Purchase Order Number C53992 and, the Senior Buyer's Name, Susan Rosenkranz.
2. For Certificate Holder: The Orange County Transportation Authority, its officers, directors, employers and agents, c/o InsureTrack, P.O. Box 60840 Las Vegas, NV 89160.