

REQUEST FOR PROPOSALS (RFP) 5-4109

PROPERTY MANAGEMENT SERVICES



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

Key RFP Dates

| | |
|--------------------------------------|----------------------|
| Issue Date: | May 27, 2025 |
| Pre-Proposal Conference Date: | June 3, 2025 |
| Question Submittal Date: | June 5, 2025 |
| Proposal Submittal Date: | June 24, 2025 |
| Interview Date: | July 15, 2025 |

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May 27, 2025

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 5-4109: "PROPERTY MANAGEMENT SERVICES"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified property management firms to provide **Property Management Services**. The budget for this project is \$882,653 for a three (3)-year initial 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 June 24, 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 5-4109**" 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 5-4109, 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> |
| Professional Consulting | Consultant Services - General |
| | Consultant Services - Space - |
| | Interior Design |
| Professional Services | Real Estate Services |

A pre-proposal conference and site visit will be held both onsite/in-person and via teleconference on June 3, 2025, at 3:00 p.m. Prospective Offerors may join or call-in using the following credentials:

For prospective Offerors who wish to join on-site/in-person, the pre-proposal conference and site visit will be held at the Authority's new property site located at 2677 North Main Street, Santa Ana, California. Attendees should meet by the fountain in front of the building no later than 3:00 p.m. Authority staff will promptly escort all attendees to the designated conference room.

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

- <[MS TEAMS LINK](#)>
- OR Call-in Number: (916) 550 - 9867
- Conference ID: 476 021 535#

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

The Authority has established July 15, 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

SECTION I. INSTRUCTIONS TO OFFERORS**A. PRE-PROPOSAL CONFERENCE AND SITE VISIT**

A pre-proposal conference and site visit will be held both on-site/in-person and via teleconference June 3, 2025, at 3: 00 p.m.

For prospective Offerors who wish to join on-site/in-person, the pre-proposal conference and site visit will be held at the Authority's new property site located at 2677 North Main Street, Santa Ana, California. Attendees should meet by the fountain in front of the building no later than 3:00 p.m. Authority staff will promptly escort all attendees to the designated conference room.

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

- <[MS TEAMS LINK](#)>
- OR Call-in Number: (916) 550 - 9867
- Conference ID: 476 021 535#

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

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:

Monique Touch, Sr. Contract Administrator
Contracts Administration and Materials Management Department
Phone: (714) 560 - 5083
Email: mtouch@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 mtouch@octa.net no later than 4:00 p.m., on June 5, 2025.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 5-4109" 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 June 9, 2025. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and 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> |
| Professional Consulting | Consultant Services - General |
| | Consultant Services - Space - |
| | Interior Design |
| Professional Services | Real Estate Services |

Inquiries received after 4:00 p.m. on June 5, 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 June 24, 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 5-4109**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

2. Acceptance of Proposals

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

representations that any contract will be awarded to any Offeror responding to this RFP.

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

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying firm-fixed monthly fees for services specified in the Scope of Work, included in this RFP as Exhibit A. This contract will have a three (3)-year initial term, and one (1), three (3)-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 Monique Touch, Sr. Contract Administrator and must, at a minimum, contain the following:

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

3. Technical Proposal

- a. Qualifications, Related Experience 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; workload; 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) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (4) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (5) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not

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

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form 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-fixed-price contract specifying firm-fixed-prices for individual tasks.

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** copy of the completed form(s) as part of its proposal and it must be included in only the **original** 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 Finance and Administration Committee date of **August 27, 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 25%**

 Technical experience in performing commercial property management or 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 20%**

 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 firm-fixed monthly fees as well as the total price; 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 July 15, 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 Finance and Administration 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

PROPERTY MANAGEMENT SERVICES

1. INTRODUCTION

The Orange County Transportation Authority (OCTA) is seeking proposals from qualified property management firms to oversee the management and operations of its newly acquired property, which will serve as OCTA's new headquarter. The property has existing tenants. The selected Contractor shall provide comprehensive property management services, ensuring efficient operations, tenant satisfaction, regulatory compliance, and cost-effective maintenance.

The property is approximately five (5) acres and includes a building located at 2677 North Main Street and a parking structure located at 2651 North Main Street, both in Santa Ana, California. For additional details see Attachment A, Site Map.

2. RESPONSIBILITIES OF THE PROPERTY MANAGER

Contractor shall be responsible for the management services:

2.1. Property Management Services

- Oversee day-to-day property operations, ensuring a high level of functionality and efficiency.
- Serve as the primary liaison between OCTA and tenants.
- Develop and implement property management policies and procedures.
- Coordinate and oversee office moves, space planning, and asset management functions.
- Work with OCTA leadership on long-term strategic planning and capital improvements.

2.2. Tenant Relations

- Track tenant lease expirations and provide recommendations for occupancy planning.
- Maintain strong tenant relations by addressing concerns, coordinating improvements, and enforcing lease terms.
- Handle rent collections and all charges payable by tenants, delinquency management, and lease enforcement actions.

2.3. Maintenance and Facility Management

- Coordinate, oversee and make recommendations for routine maintenance, repairs, and emergency services.
- Manage service and contracts, including but not limited to janitorial, landscaping, security, maintenance, construction and other facility-related services.
- Ensure that all building systems (HVAC, electrical, plumbing, elevators, etc.) are fully operational and compliant with regulations.
- Oversee and make recommendations for maintenance of all building systems to support those systems being kept in a state of good repair.
- Conduct periodic property inspections and provide detailed reports on maintenance needs.
- Provide input on property upgrades, renovations, or capital improvements

2.4. Budgeting and Financial Management

- Prepare an annual budget including all revenues and expenses by December 31st of each year. The annual budget should cover a twelve (12)-month fiscal period beginning from July 1st through June 30th of the following year.
- Provide monthly financial reports, including income statements, rent rolls, budget to actuals variances, and expense tracking.
- Monitor and oversee rent collection, ensuring timely payments and addressing delinquencies.
- Coordinate financial planning for property improvements and long-term asset management.

2.5. Vendor and Contract Management

- Procure and negotiate contracts in accordance with all applicable public contract code, federal, state, and local laws.
- Ensure all service and contracted vendor contracts are competitively bid at least every three (3) years based on OCTA's requirements.
- Ensure all service and contracted vendor contracts are paid according to contract terms.
- Ensure contracted vendors meet performance standards, contractual obligations and all OCTA insurance requirements.
- Regularly evaluate contracted vendors' performance and make recommendations for adjustments as needed.

2.6. Regulatory Compliance and Risk Management

- All work performed shall comply with all applicable local, state, and federal environmental, health, and safety rules and regulations.
- Contractor, subcontractors, and contracted vendors shall abide by all environmental, health, and safety regulatory requirements, in addition to any requirements as established by the agency.
- Maintain property insurance coverage and implement risk management protocols.
- Develop and execute emergency preparedness plans, including fire safety and disaster recovery.
- Obtain and maintain all necessary permits and certifications.

2.7. Accounting and Financial Matters

- Maintain accurate financial records, including books, ledgers, and supporting documentation.
- Ensure all funds are properly collected, allocated, and reported.
- Ensure all property related invoices are paid, and Internal Revenue Service (IRS) Form 1099 are filed in a timely manner.
- Outgoing checks must align with outstanding invoices. Any discrepancies, such as split payments or mismatches, must be accompanied by a clear justification explaining the variance.
- Provide annual budgets, monthly journal entries, reconciliations, and financial statements with chart of accounts and format approved by owner.
- Support OCTA's financial audits and provide necessary documentation.
- Monthly financial information shall be submitted to OCTA's Accounting and Financial Reporting Department by the third (3rd) business day of the following month.

2.8. Reporting and Performance Metrics

- Provide OCTA with access to all financial operation systems, tools, and platforms used to provide OCTA's property management services. This includes, but is not limited to, systems supporting

budgeting, accounting, accounts payable, accounts receivable, billing, collections, and financial analysis, as well as any other tools integral to OCTA's financial management processes.

- Meet with OCTA staff monthly to provide monthly reports summarizing key performance metrics, including lease activities, financials performance, budget to actuals variances, maintenance activities, and lease updates. Meetings may be held virtually.
- Conduct an annual meeting with OCTA leadership to assess annual performance and engage in strategic planning for future initiatives.

2.9. Indemnification & Insurance

- Ensure that all tenants and contracted vendors maintain required insurance policies.
- Ensure that each tenant maintains insurance coverage appropriate to their specific operations and risk exposures. Required policies may include, but are not limited to, Commercial General Liability, Property Damage, Automobile Liability, and Workers' Compensation Insurance.
- Verify that all insurance policies are issued by carriers with an A.M. Best rating of A- or better and are in a form and amount acceptable to OCTA.
- Obtain and maintain current certificates of insurance from each tenant and, upon request, copies of policies to demonstrate compliance.
- Work with tenants to implement reasonable risk mitigation strategies to reduce potential liabilities associated with their use and occupancy of the premises.
- Provide evidence of insurance coverage to OCTA.
- Implement risk mitigation strategies to minimize liability.

2.10. Legal and Contractual Compliance

- Ensure compliance with all applicable property taxes and assessments, laws and regulations.
- Administer contracts, agreements, and documentation in compliance with applicable laws, regulations, and OCTA policies.
- Ensure all contracts comply with Prevailing Wage Laws under the California Labor Code and implement regulations, including, but not limited to, vendor and maintenance contracts.

- Implement building improvements (including tenant improvements) in accordance with Prevailing Wage laws and regulations and Public Contract Code requirements.

3. LEASING SERVICES

- 3.1.** Manage all aspects of lease agreements, including new leases, renewals, relocations, terminations, and modifications, in coordination with OCTA.
- 3.2.** Coordinate with OCTA's contracted real estate brokerage firm as needed to effectively market available space.

4. CONSTRUCTION SERVICES

- 4.1.** Undertakes, manages, and/or contracts for any construction, renovation, or tenant improvement work on behalf of OCTA upon request.
- 4.2.** If requested, Contractor shall procure and maintain Builder's Risk Insurance.
- Coverage shall be provided on an "all-risk" or special causes of loss form, including coverage for fire, theft, vandalism, collapse, windstorm, water damage, and materials in transit or storage.
 - Coverage must be written for the full replacement value of the completed project, including materials, supplies, equipment, labor, and soft costs, if applicable.
 - The policy shall name OCTA as a loss payee as its interest may appear.
 - The policy shall remain in effect until final completion and written acceptance of the work by OCTA.

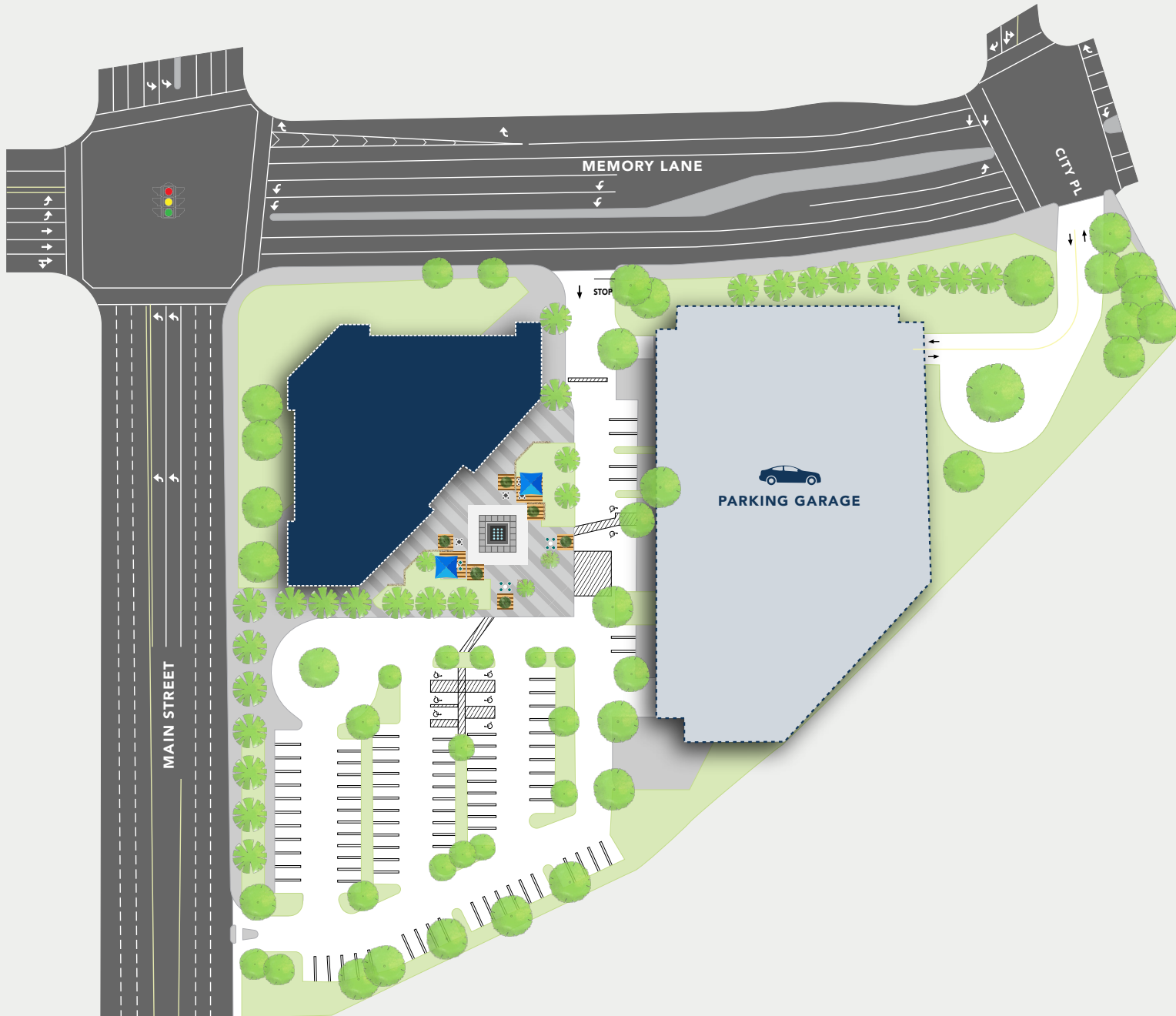
SITE MAP

RFP 5-4109
ATTACHMENT A

2677

Main Street Town Center

2677 N MAIN STREET
SANTA ANA | CA 92705



2651 AND 2677 NORTH MAIN STREET,
SANTA ANA, CA



- THERE WERE NO MONUMENTS FOUND OR SET AT THE PROPERTY LINE CORNERS UNLESS OTHERWISE NOTED.
 - THE INFORMATION, COURSES AND DISTANCES SHOWN ON THIS SURVEY PRINT ARE TRUE AND CORRECT. THIS SURVEY ACCURATELY REPRESENTS THE BOUNDARIES AND AREA OF THE PREMISES DENOTED ON THE TITLE ORDER REFERENCED HEREON AND IS THE SAME PROPERTY AS DESCRIBED THEREIN.
 - AT THE TIME OF SURVEY, NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR ADDITIONS WERE OBSERVED UNLESS OTHERWISE NOTED HEREON.
 - NO RECENT CHANGES IN STREET RIGHTS-OF-WAY WERE OBSERVED AT THE TIME OF THE SURVEY UNLESS OTHERWISE NOTED HEREON.
 - THIS SURVEY HAS BEEN PREPARED FOR TITLE INSURANCE PURPOSES ONLY. THIS SURVEY DOES NOT CONTAIN SUFFICIENT DETAIL FOR DESIGN PURPOSES. THE BOUNDARY DATA AND TITLE MATTERS AS SHOWN HEREON HAVE BEEN DEVELOPED FROM THE REFERENCED TITLE REPORT ONLY.
- UNLESS THIS PLAN HAS THE SEAL AND SIGNATURE OF THE SURVEYOR RESPONSIBLE FOR ITS PREPARATION, THIS IS NOT AN AUTHENTIC COPY OF THE ORIGINAL SURVEY AND SHALL NOT BE DEEMED RELIABLE.
- JRN CIVIL ENGINEERS ASSUMES NO LIABILITY FOR THE ACCURACY OR COMPLETENESS OF ANY THIRD PARTY INFORMATION REFERENCED OR REPRESENTED HEREON. ANY OF SAID INFORMATION SHOWN HEREON HAS BEEN PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
 - AS OUTLINED IN SECTION 8770.06 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA, "THE USE OF THE WORD 'CERTIFICATE' BY A LICENSED CIVIL ENGINEER, A LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER IN THE PRACTICE OF PROFESSIONAL ENGINEERING OR LAND SURVEYING OR THE PREPARATION OF MAPS, PLATS, REPORTS, DESCRIPTIONS OR OTHER SURVEYING DOCUMENTS ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATE, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED."

THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1, OF PARCEL MAP 85-365, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 214, PAGES 11 AND 12 OF PARCEL MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 003-013-13 AND 003-013-18

NOTE: THE FOLLOWING IS A LISTING OF OBSERVED IMPROVEMENTS THAT CROSS PROPERTY LINES, STATEMENT OF OWNERSHIP OR POSSESSION IS NEITHER IMPLIED NOR THE INTENT OF THIS LISTING.

— NONE OBSERVED

THE BEARING OF N 01°05'18" E ALONG THE
CENTERLINE OF MAIN STREET PER PARCEL
MAP 85-365 IN THE CITY OF SANTA ANA,
COUNTY OF ORANGE, STATE OF CALIFORNIA,
WAS USED AS THE BASIS OF BEARINGS FOR
THIS SURVEY.

FLOOD NOTE:

ZONE - "X-SHADED" PER FEDERAL EMERGENCY MANAGEMENT AGENCY
MAP NO. 06059C 0163 J RECORDED DECEMBER 3, 2009.

ZONE "X-SHADED" DENOTES AREAS SUBJECT TO AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.

BY: FIDELITY NATIONAL TITLE COMPANY ORDER NO.: 997-25010182-1MB
1300 DOVE STREET, SUITE 310 TITLE OFFICER: MIKE BRINKMAN
NEWPORT BEACH, CA 92660 DATED: JUNE 23, 2017
(949) 622-5000

THE FOLLOWING ITEMS WERE FOUND IN SAID COMMITMENT AND ARE REFERENCED ON THIS MAP. COVENANTS AND AGREEMENTS LISTED HEREON CONTAIN NUMEROUS ITEMS THAT AFFECT THE SUBJECT PROPERTY, CONTENTS SHOULD BE REVIEWED TO DISCERN SPECIFICS

① WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT DISCLOSED BY THE PUBLIC RECORDS, THE EXTENT TO WHICH THIS ITEM AFFECTS THE SUBJECT PROPERTY CAN NOT BE DETERMINED FROM THE TITLE REPORT OR DOCUMENTS PROVIDED AND IS NOT PLOTTED HEREON.


- ① TERMS AND PROVISIONS CONTAINED IN DOCUMENT ENTITLED "OWNER PARTICIPATION AGREEMENT", RECORDED SEPTEMBER 5, 1985 AS INSTRUMENT NO. 85-336206 OF OFFICIAL RECORDS. TERMS AND PROVISIONS CONTAINED IN DOCUMENT ENTITLED "ASSIGNMENT OF OWNERSHIP PARTICIPATION AGREEMENT", RECORDED JUNE 27, 1986 AS INSTRUMENT NO. 86-275121 OF OFFICIAL RECORDS. THIS ITEM AFFECTS COMPLETION RECORDED NOVEMBER 19, 1987 AS INSTRUMENT NO. 87-651597 OF OFFICIAL RECORDS. THIS ITEM AFFECTS THE SUBJECT PROPERTY, BUT IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- ② AN EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES RECORDED JANUARY 20, 1987 AS INSTRUMENT NO. 87-030635 OFFICIAL RECORDS. THIS ITEM AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED HEREON.
- ③ AN EASEMENT FOR STORM DRAIN AND INCIDENTAL PURPOSES RECORDED JUNE 10, 1987 AS INSTRUMENT NO. 87-328196 OFFICIAL RECORDS. THIS ITEM AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED HEREON.
- ④ AN EASEMENT FOR WATER FACILITY AND INCIDENTAL PURPOSES RECORDED JANUARY 14, 1988 AS INSTRUMENT NO. 88-018704 OFFICIAL RECORDS. THIS ITEM AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED HEREON.
- ⑤ THE LAND DESCRIBED HEREIN IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT AGENCY SHOWN BELOW, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT TO PROCEED ONLY AFTER THE ADOPTION OF THE REDEVELOPMENT PLAN) AS DISCLOSED BY A DOCUMENT, REDEVELOPMENT AGENCY: MERGED PROJECT AREA FOR THE CENTRAL CITY, INTER-CITY COMMUTER STATION, NORTH HARBOR, SOUTH HARBOR, SOUTH DRAIN, AND BRISTOL CORRIDOR REDEVELOPMENT PROJECT, RECORDING DATE: OCTOBER 1, 2004 RECORDING NO.: 2004000948360, OFFICIAL RECORDS. THIS ITEM AFFECTS THE SUBJECT PROPERTY, BUT IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- ⑥ AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN AS DISCLOSED BY THE DOCUMENT ENTITLED: SUBORDINATION, NON-DISTURBANCE AND ASSIGNMENT AGREEMENT LESSOR: MULLROCK LINCOLN TOWN CENTER FEE, LLC, A DELAWARE LIMITED LIABILITY COMPANY LESSEE: AMERICAN SECURITY INSURANCE COMPANY, A DELAWARE CORPORATION THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS RELATING TO THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN. A SUBORDINATION, NON-DISTURBANCE AND ASSIGNMENT AGREEMENT RECORDED JANUARY 5, 2016 AS INSTRUMENT NO. 2016000002558, OFFICIAL RECORDS WHICH STATES THAT THIS INSTRUMENT WAS SUBORDINATED TO THE DOCUMENT OR INTEREST DESCRIBED IN THE INSTRUMENT RECORDING DATE: JANUARY 5, 2016 RECORDING NO. 2016000002557, OFFICIAL RECORDS. THIS ITEM AFFECTS THE SUBJECT PROPERTY, BUT IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

ITEMS #'S SHOWN HEREON ARE STATED AS EXCEPTIONS ON ABOVE REFERENCED COMMITMENT. NO RESPONSIBILITY FOR THE COMPLETENESS, ACCURACY, OR CONTENT OF SAID REPORT IS ASSUMED BY THIS MAP.

TO: OC MAIN STREET OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY,
[LENDER, A _____], MULLROCK LINCOLN TOWN CENTER FEE, LLC AND
FIDELITY NATIONAL TITLE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 6(AO, 6(B), 7(A), 7(B1), 7(C), 8, 9, 13, 14, 16 AND 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 10, 2017.

DATE OF PLAT OR MAP: JULY 13, 2017


JEFFERY L. MAYS L.S. NO. 6379



| CURVE TABLE | | | |
|-------------|-----------|--------|-------|
| CURVE | DELTA | RADIUS | LENGT |
| C1 | 89°27'40" | 25.00 | 39.8 |
| C2 | 20°22'44" | 250.00 | 88.1 |
| C3 | 20°22'44" | 225.00 | 80.1 |

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 5-4109

Enter below the proposed firm-fixed monthly fee for each of the services described in Exhibit A, Scope of Work. Prices shall be fully-burdened to include all direct costs, indirect costs, and profits. The Authority's intention is to award a firm-fixed price contract for a three (3)-year initial term, with an additional three (3)-year option term.

Initial Term: Effective through September 30, 2028

| Item No. | Description | Year 1 Monthly Fee 10/1/25 – 9/30/26 | Year 2 Monthly Fee 10/1/26 – 9/30/27 | Year 3 Monthly Fee 10/1/27 – 9/30/28 | Extended Cost |
|-------------------------------|-----------------------------|-----------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------|----------------------|
| 1 | Management Fee | \$ | \$ | \$ | \$ |
| 2 | Leasing Fee | \$ | \$ | \$ | \$ |
| 3 | Construction Management Fee | \$ | \$ | \$ | \$ |
| Total Firm-Fixed Price | | | | | \$ |

Option Term: October 1, 2028 through September 30, 2031

| Item No. | Description | Year 4 Monthly Fee 10/1/28 – 9/30/29 | Year 5 Monthly Fee 10/1/29 – 9/30/30 | Year 6 Monthly Fee 10/1/30 – 9/30/31 | Extended Cost |
|-------------------------------|-----------------------------|-----------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------|----------------------|
| 1 | Management Fee | \$ | \$ | \$ | \$ |
| 2 | Leasing Fee | \$ | \$ | \$ | \$ |
| 3 | Construction Management Fee | \$ | \$ | \$ | \$ |
| Total Firm-Fixed Price | | | | | \$ |

1. I acknowledge receipt of RFP 5-4109 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

EXHIBIT C: PROPOSED AGREEMENT

1 **PROPOSED AGREEMENT NO. C-5-4109**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5
6 **THIS AGREEMENT** is effective this ____ day of _____, 2025 ("Effective Date"), by and
7 between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange,
8 California 92863-1584, a public corporation of the State of California (hereinafter referred to as
9 "AUTHORITY"), and , , , , (hereinafter referred to as "CONTRACTOR").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONTRACTOR to provide property
12 management services; and

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

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

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

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

19 **ARTICLE 1. COMPLETE AGREEMENT**

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

25 /

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 This Agreement shall commence upon execution by both parties, and shall continue in full force
8 and effect through September 30, 2028, unless earlier terminated or extended as provided in this
9 Agreement.

10 A. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for an
11 additional thirty-six (36) months commencing October 1, 2028, and continuing through
12 September 30, 2031 ("First Option Term"), and thereupon require CONTRACTOR to continue to provide
13 services, and otherwise perform, in accordance with Exhibit A and at the amounts or rates set forth in
14 Article 5, "Payment."

15 B. AUTHORITY's election to extend this Agreement beyond the Initial Term shall not diminish
16 its right to terminate the Agreement for AUTHORITY's convenience or CONTRACTOR's default as
17 provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period
18 extending from commencement through September 30, 2031, which period encompasses the Initial Term
19 and First Option Term.

20 **ARTICLE 5. PAYMENT**

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

24 B. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding
25 to the work actually completed by CONTRACTOR. Percentage of work completed shall be documented
26 in a monthly progress report prepared by CONTRACTOR, which shall accompany each invoice submitted

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

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

- 13 1. Agreement No. C-5-4109;
- 14 2. Specify the effort for which payment is being requested;
- 15 3. The time period covered by the invoice;
- 16 4. Total monthly invoice (including project-to-date cumulative invoice amount)
- 17 5. Monthly Progress Report;
- 18 6. Certification signed by the CONTRACTOR or his/her designated alternate that
19 a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The
20 backup information included with the invoice is true, complete and correct in all material respects; c) All
21 payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be
22 made to subcontractors and suppliers from the proceeds of the payments covered by the certification
23 and; e) The invoice does not include any amount which CONTRACTOR intends to withhold or retain from
24 a subcontractor or supplier unless so identified on the invoice.
- 25 7. Any other information as agreed or requested by AUTHORITY to substantiate the
26 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.

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: Monique Touch

Title:

Title: Sr. Contract Administrator

Phone:

Phone: (714) 560 - 5083

Email:

Email: mtouch@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

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

3 B. Should CONTRACTOR'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, CONTRACTOR shall
6 defend and indemnify AUTHORITY in relation to any allegations made.

7 **ARTICLE 9. INSURANCE**

8 A. CONTRACTOR 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. CONTRACTOR shall provide the following insurance coverage:

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

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;

22 6. Cyber Liability Insurance with a minimum limit of \$1,000,000 per claim and in
23 aggregate; and

24 7. Crime Insurance/Fidelity Bond with minimum limits of \$500,000 per occurrence.

25 B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy
26 blanket additional insured endorsement, designating AUTHORITY, its officers, directors and employees

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

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

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

13 E. CONTRACTOR shall submit required insurance certificates to AUTHORITY's insurance
14 tracking contractor, InsureTrack. CONTRACTOR 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. CONTRACTOR shall include on the face of the certificate of insurance, the following
17 information:

18 1. The Agreement Number C-5-4109 and, the Contract Administrator's Name,
19 Monique Touch

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 5-4109; (3)
25 CONTRACTOR's proposal dated ____; (4) all other documents, if any, cited herein or incorporated by
26 reference.

1 **ARTICLE 11. CHANGES**

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

10 **ARTICLE 12. DISPUTES**

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

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

22 **ARTICLE 13. TERMINATION**

23 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part,
24 by giving CONTRACTOR written notice thereof. Upon said notice, AUTHORITY shall pay
25 CONTRACTOR its allowable costs incurred to date of termination and those allowable costs determined
26 by AUTHORITY to be reasonably necessary to effect such termination. Thereafter, CONTRACTOR shall

1 have no further 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, CONTRACTOR shall immediately cease work, unless the notice from
6 AUTHORITY provides otherwise. Upon receipt of the notice from AUTHORITY, CONTRACTOR shall
7 submit an invoice for work and/or services performed prior to the date of termination. AUTHORITY shall
8 pay CONTRACTOR for work and/or services satisfactorily provided to the date of termination in
9 compliance with this Agreement. Thereafter, CONTRACTOR shall have no further claims against
10 AUTHORITY under this Agreement. AUTHORITY shall not be liable for any claim of lost profits or
11 damages for such termination.

12 **ARTICLE 14. INDEMNIFICATION**

13 A. CONTRACTOR 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 CONTRACTOR, its officers, directors, employees, agents,
18 subcontractors 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 CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be
22 subcontracted by CONTRACTOR, without the prior written consent of AUTHORITY. Consent by
23 AUTHORITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all
24 terms and conditions of this Agreement.

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

| <u>Subcontractor Name/Addresses</u> | <u>Subcontractor Amounts</u> |
|-------------------------------------|------------------------------|
| | .00 |
| | .00 |

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.

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

6 **ARTICLE 18. CODE OF CONDUCT**

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

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

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

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

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

19 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

20 In connection with its performance under this Agreement, CONTRACTOR shall not discriminate
21 against any employee or applicant for employment because of race, religion, color, sex, age or national
22 origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that
23 employees are treated during their employment, without regard to their race, religion, color, sex, age or
24 national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,
25 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other
26 forms of compensation; and selection for training, including apprenticeship.

1 **ARTICLE 22. PROHIBITED INTERESTS**

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

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

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

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

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

26 /

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 upon any presently existing U.S. letters patent or copyright and CONTRACTOR shall pay all costs and damages finally awarded in any such suit or claim, provided that CONTRACTOR is promptly notified in writing of the suit or claim and given authority, information and assistance at CONTRACTOR's expense for the defense of same. However, CONTRACTOR 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 CONTRACTOR when such use in combination infringes upon an existing U.S. letters patent or copyright.

B. CONTRACTOR shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify AUTHORITY under any settlement made without CONTRACTOR'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 CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONTRACTOR, 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 CONTRACTOR'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

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. CONTRACTOR 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 CONTRACTOR. Preliminary data includes roughs, visualizations,
7 software design documents, layouts and comprehensives prepared by CONTRACTOR 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 CONTRACTOR causes AUTHORITY to exercise Article 13, and a price shall be
11 negotiated for all preliminary data.

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

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

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

16 CONTRACTOR 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 CONTRACTOR'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, CONTRACTOR'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.

24 **ARTICLE 28. FORCE MAJEURE**

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,

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.

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.

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

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 FORM

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 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 M. Federico, Vice Chair
Valerie Amezcua, Director
Katrina Foley, Director
William Go, Director
Patrick Harper, Director
Michael Hennessey, Director
Fred Jung, Director
Stephanie Klopfenstein, Director
Carlos Leon, Director
Janet Nguyen, Director
Tam T. Nguyen, Director
Vicente Sarmiento, Director
John Stephens, Director
Kathy Tavoularis, Director
Mark Tettermer, Director
Donald P. Wagner, Director

EXHIBIT F: SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

1.2 REGULATORY

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

- 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

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: