



May 18, 2016

NOTICE OF INFORMAL REQUEST FOR PROPOSALS (RFP)

RFP 6-1186: "Generational Awareness Workshop"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites qualified firms to **organize and conduct a generational awareness workshop for employees of the Authority**. The budget for this effort is \$25,000 for a one-year term through June 30, 2017.

Proposals must be received at or before 2:00 p.m. on June 6, 2016.

Proposals should be sent to Georgia Martinez, Senior Contract Administrator, by email gmartinez@octa.net or by facsimile at (714) 560-5792.

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

All questions or clarifications must be submitted in writing and must be received by the Authority no later than 5:00 p.m. on May 23, 2016. The Authority will respond to all written questions by issuing a written addendum no later than May 25, 2016.

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>.

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

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

INSTRUCTIONS TO OFFERORS

EXAMINATION OF PROPOSAL DOCUMENTS

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

ACCEPTANCE OF PROPOSALS

1. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in the proposals.
2. The Authority reserves the right to withdraw this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
3. The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.
4. Offerors are requested to provide 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.
5. Proposals received by Authority are public information and must be made available to any person upon request.
6. Submitted proposals are not to be copyrighted.

CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed contract specifying firm-fixed prices for individual tasks specified in the Scope of Work, included in this RFP as Exhibit A for a term effective through June 30, 2017.

AWARD

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

Qualifications – Technical experience in performing work of a closely similar nature; working with public agencies;	20%
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technical competence of subcontractors; and references of Offeror	
Staffing – Qualifications of project staff, particularly key personnel.	30%
Work Plan – Logic, clarity of work plan; ability to meet the project schedule	30%
Cost and Price – Reasonableness and competitiveness	20%

PROPOSAL

Qualifications, Related Experience, and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references. **The proposal shall not exceed twenty (20) pages, excluding appendices.**

Offeror shall:

1. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; and number of employees.
2. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
3. Describe the firm's experience in performing work of a similar nature, to that solicited in this RFP, including experience in conducting focus groups 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 (if applicable). Describe Offeror's experience working with each subcontractor.
5. 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.

Proposed Staffing and Project Organization

Offeror shall:

1. Identify key personnel proposed to perform the work in the specified tasks 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 resume(s) (not more than two (2) pages per person) detailing applicable experiences for proposed key personnel.
3. Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
4. Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
5. Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

Work Plan

1. Offeror shall provide a brief narrative, describing the approach to completing the tasks specified in the Scope of Work, Exhibit A. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
2. Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
3. Offeror shall furnish a project schedule for completing the tasks in terms of elapsed weeks.
4. Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
5. Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
6. 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.

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.

Exceptions/Deviations

The Offeror 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.

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.

Enclosures:

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

SCOPE OF WORK GENERATIONAL AWARENESS WORKSHOP

BACKGROUND:

The Orange County Transportation Authority (OCTA) is a state-mandated, countywide transportation agency. OCTA was formed in 1991 from seven separate Orange County agencies that managed transportation planning. OCTA develops and implements transportation programs designed to reduce traffic congestion and improve air quality. As one agency, OCTA provides Orange County with a single point of accountability and a greater voice for local residents for all transportation issues.

PROJECT INTRODUCTION AND GOAL:

OCTA is seeking a consultant with a demonstrated track record of organizing and conducting generational awareness workshops.

OCTA is now operating with four generations working side-by-side throughout the agency. OCTA has a workforce that ranges from 20 years of age to 75 years of age, with an average age of 52 years of age. While there have been no incidents directly related to generational misunderstandings, OCTA always seeks to create an inclusive work environment in which employees of all generations contribute fully.

Towards this end, OCTA seeks to provide a workshop for staff at all levels that helps them understand the expectations of various generations. The goal of this project is for OCTA employees to gain understanding and appreciation of each generation, their life experiences that shape beliefs and behaviors, motivators, and how to work effectively by building trust in the workplace environment. This new workshop is intended to bring all generations together to participate in a series of discussions on company-wide topics.

PROPOSED AUDIENCE:

OCTA has approximately 1,500 total employees responsible for delivering projects, programs and services to improve mobility. Of those 1,500, approximately 500 are administrative, non-bargaining unit employees. The OCTA workforce ranges from 20 years of age to 75 years of age, with an average age of 52 years of age. The workshop will target training for OCTA's administrative employees. Workshop participants will be a combination of OCTA administrative employees from all generations within these age ranges.

OCTA seeks a train-the-trainer approach which will equip internal staff to deliver a training program focused on generational awareness. It is estimated that there will be 3-5 trainers total, however additional Human Resources and Organizational Development staff may benefit by attending the train-the-trainer sessions.

OBJECTIVES:

The objective of the Generational Awareness workshop would be to introduce the concepts of generational awareness and how generational awareness affects attitudes around talent management, employee engagement, organizational culture, technology and expectations. Other objectives include awareness of and understanding of:

- Attitudes around dress, social norms, and business etiquette
- Feedback, coaching, and mentoring for the different generations

- Managing performance across generations
- Diversity of thought and ideas
- Attitudes around technology, wearables, and work

SCOPE OF SERVICES:

The entire work plan and all of its activities and tasks shall be performed by the Consultant and the Consultant shall provide all equipment and materials needed to execute the work, unless otherwise noted in this Scope of Work. The Consultant shall not commence any task until directed to do so in writing by OCTA's Project Manager.

The tasks below are organized as six (6) separate, sequential tasks. Some tasks may be completed simultaneously. Each task must be successfully completed and accepted before any work begins on the next task. Successful completion includes the delivery of all specified deliverables, meeting all requirements, without any omissions, errors, or other defects as determined by OCTA. Also, all deliveries (initial, intermediate, and final) must be made on-time and within the allocated budget according to time and price schedules agreed upon in the executed agreement resulting from this solicitation.

To conclude each task, or at any time during a task, as determined by OCTA, work activities and products shall be reviewed to evaluate their status, gauge progress, and plan next steps. OCTA will use information gained from these reviews to decide whether to continue or hold work, accept work, closeout a task and move to the next task, or cancel the current task and/or the remainder of the project. Such decisions will be made solely at OCTA's discretion. Adherence to the project schedule, work quality, and the likelihood of success will be important inputs to such decisions.

The general task descriptions below serve as an outline or examples to help Offerors formulate their proposals. The Offeror shall describe its intended approach to meeting all objectives in its proposal and demonstrate its success at executing similar previous projects.

The Consultant shall complete the following tasks:

TASK 1 - MEET WITH PROJECT TEAM

Meet with the managers of Learning and Development and Human Resources to discuss and finalize the goals of the training program, develop an implementation plan, discuss service level agreements, and determine any customization of program content.

Deliverables:

- Timeline for project implementation and work plan, including a schedule of work for each deliverable as an electronic pdf file or MS Word file.
- Course content customizable to OCTA learning objectives, case studies, and look and feel (insertion of logo, workplace photos, etc).

As a deliverable, the project plan will undergo review and approval by the project manager and project team. Upon the approval of the project plan, it will become the project baseline plan from which all work will be assessed and all progress payments calculated.

TASK 2 – PRESENT WORKSHOP CONTENT

Design workshop based on the topic of generational awareness.

Deliverables:

- Work plan that addresses core topics of generational dissent
- Timeline for workshop development of materials

TASK 3 - PRESENT WORKSHOP MATERIALS

Present the design, including workshop objectives and course content, to the Managers of Human Resources and Learning and Development for approval.

Deliverables:

- Workshop materials
- Train-the-trainer materials (leaders guide) in MS Word format
- Any audio-visual or multi-media content (wav or mp4 format)
- Course content customizable to OCTA learning objectives, case studies, and look and feel (insertion of logo, workplace photos, etc).

TASK 4 - DELIVER FINAL DRAFT:

Make changes and present a final draft of design and course content for approval. (two editing cycles)

Deliverables:

- Final copy of workshop materials
- Final, printable copy of train-the-trainer materials
- Final, printable copy of audio-visual or multi-media content

TASK 5 - CONDUCT PILOT SESSION:

Conduct a pilot session for 5-10 potential trainers (audience to be determined by the managers of Human Resources and Learning and Development) and conduct a meeting with OCTA Project Manager to discuss lessons learned and any changes that need to be made.

Deliverables:

- Completed pilot session
- Post-class evaluations
- List of lessons learned

TASK 6 - CONDUCT TRAINING AND/OR PROVIDE COACHING

Conduct or attend an additional workshop within a two-month period for a cross-divisional group of employees to be co-facilitated with OCTA trainers. If determined,

OCTA trainers may conduct the entire training with post-workshop coaching from the selected firm.

Deliverables:

- Conduct one additional workshop for OCTA employees OR
- Attend one additional workshop as taught by OCTA trainers to provide feedback and coaching
- Provide written feedback and coaching to trainers to increase competence

TIMEFRAME:

The above project is anticipated to begin August, 2016 and shall be completed by June 30, 2017.

The deadline listed above is meant as a guideline for initial project scheduling purposes. The Offeror shall include a proposed project schedule for completing the tasks in terms of elapsed weeks, based on its understanding of OCTA's requirements and the proposed work plan.

LOCATION AND EQUIPMENT:

Workshop will be hosted by OCTA's Learning and Development Department on site at OCTA offices 600 S. Main Street, Orange CA 92863. A computer and projector will be provided for use by OCTA.

PROJECT MANAGEMENT:

OCTA shall assign an OCTA project manager who will be the primary contact for the Consultant and will direct the work effort.

The Consultant shall also designate a project manager within the firm to be the primary liaison with OCTA to coordinate all activities. The Consultant project manager will be permanently assigned in this capacity for the duration of the project. No changes to the Consultant Project Manager shall be made without written approval by the OCTA Project Manager. The Consultant Project Manager shall have the authority to make commitments and decisions on behalf of their firm that are binding to the Consultant.

REPORTING REQUIREMENTS

Consultant shall develop a timeline, including specific milestones, for communicating the on-going progress of the project.

Consultant shall prepare monthly status reports for OCTA's Project Manager and other OCTA staff as required.

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 6-1186

Enter below the proposed price for each of the tasks described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, tax, and profits. The Authority's intention is to award a firm-fixed price contract.

Effective through June 30, 2017

Task	Description	Firm-Fixed Price
1	Meet with Project Team	\$_____
2	Present Workshop Content	\$_____
3	Present Workshop Materials	\$_____
4	Deliver Final Draft	\$_____
5	Conduct Pilot Session	\$_____
6	Conduct Training and/or Provide Coaching	\$_____
Total Firm-Fixed Price		\$_____

1. I acknowledge receipt of RFP 6-1186 and Addenda No.(s) _____

2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

SIGNATURE'S NAME AND TITLE _____

DATE SIGNED _____

1 **PROPOSED AGREEMENT NO. C-6-1186**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 _____
6 **THIS AGREEMENT** is effective this ____ day of _____, 2016, 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 "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to organize and conduct a
12 generational awareness workshop for employees of the AUTHORITY; and

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

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

16 **WHEREAS**, CONSULTANT wishes to perform these services;

17 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CONSULTANT
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
22 of this Agreement between AUTHORITY and CONSULTANT and it supersedes all prior
23 representations, understandings and communications. The invalidity in whole or in part of any term or
24 condition of this Agreement shall not affect the validity of other terms or conditions.

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

EXHIBIT C

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

Names

Functions

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

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

ARTICLE 4. TERM OF AGREEMENT

This Agreement shall commence upon execution by both parties, and shall continue in full force and effect through June 30, 2017, unless earlier terminated or extended as provided in this Agreement.

ARTICLE 5. PAYMENT

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

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

<u>Tasks</u>	<u>Description</u>	<u>Firm Fixed Price</u>
1	Meet with Project Team	\$.00
2	Present Workshop Content	\$.00
3	Present Workshop Materials	\$.00
4	Deliver Final Draft	\$.00
5	Conduct Pilot Session	\$.00
6	Conduct Training and/or Provide Coaching	\$.00
TOTAL FIRM FIXED PRICE PAYMENT		\$.00

C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. Percentage of work completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice

EXHIBIT C

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

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

1. Agreement No. C-6-1186;
2. Specify the task number for which payment is being requested;
3. The time period covered by the invoice;
4. Total monthly invoice (including project-to-date cumulative invoice amount);
5. Monthly Progress Report;
6. Certification signed by the CONSULTANT or his/her designated alternate that a)

The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which CONSULTANT intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.

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

ARTICLE 6. MAXIMUM OBLIGATION

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

ARTICLE 7. NOTICES

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

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Georgia Martinez

Senior Contract Administrator

PH: (714) 560 - 5605

Email: gmartinez@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

3 **ARTICLE 9. INSURANCE**

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

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

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

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

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

15 5. Professional Liability with minimum limits of \$1,000,000.00 per claim.

16 B. Proof of such coverage, in the form of an insurance company issued policy endorsement
17 and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of
18 any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days
19 from the effective date of this Agreement with the AUTHORITY, its officers, directors, employees and
20 agents designated as additional insured on the general and automobile liability. Such insurance shall
21 be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.

22 C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement
23 Number C-6-1186; and, the Senior Contract Administrator's Name, Georgia Martinez.

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

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

3 **ARTICLE 10. ORDER OF PRECEDENCE**

4 Conflicting provisions hereof, if any, shall prevail in the following descending order of
5 precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 6-
6 1186; (3) CONSULTANT's proposal dated _____; (4) all other documents, if any, cited herein
7 or incorporated by reference.

8 **ARTICLE 11. CHANGES**

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

17 **ARTICLE 12. DISPUTES**

18 A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact
19 arising under this Agreement which is not disposed of by supplemental agreement shall be decided by
20 AUTHORITY's Director, Contracts Administration and Materials Management (CAMM), who shall
21 reduce the decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The
22 decision of the Director, CAMM, shall be final and conclusive.

23 B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with
24 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
25 CAMM. This Disputes clause does not preclude consideration of questions of law in connection with
26 decisions provided for above. Nothing in this Agreement, however, shall be construed as making final

1 the decision of any AUTHORITY official or representative on a question of law, which questions shall be
2 settled in accordance with the laws of the state of California.

3 **ARTICLE 13. TERMINATION**

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

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

19 **ARTICLE 14. INDEMNIFICATION**

20 CONSULTANT shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,
21 employees and agents from and against any and all claims (including attorneys' fees and reasonable
22 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage
23 to or loss of use of property caused by the negligent acts, omissions or willful misconduct by
24 CONSULTANT, its officers, directors, employees, agents, subcontractors or suppliers in connection
25 with or arising out of the performance of this Agreement.

26 /

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

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

Subcontractor Name/Addresses**Subcontractor Amounts**

.00

.00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

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ARTICLE 17. CONFLICT OF INTEREST

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

ARTICLE 18. CODE OF CONDUCT

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

ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES

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

ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY

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

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

6 **ARTICLE 22. PROHIBITED INTERESTS**

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

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

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

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

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

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

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

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

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

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ARTICLE 25. FINISHED AND PRELIMINARY DATA

A. All of CONSULTANT's finished technical data, including but not limited to illustrations, photographs, tapes, software, software design documents, including without limitation source code, binary code, all media, technical documentation and user documentation, photoprints and other graphic information required to be furnished under this Agreement, shall be AUTHORITY's property upon payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction except as elsewhere authorized in this Agreement. CONSULTANT further agrees that it shall have no interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said data is subject to the provisions of the Freedom of Information Act, 5 USC 552.

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

ARTICLE 26. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

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ARTICLE 27. HEALTH AND SAFETY REQUIREMENT

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

This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-6-1186 to be executed on the date first above written.

CONSULTANT

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____

By _____

Pia Veesapen
Acting Manager, Contracts and Procurement

APPROVED AS TO FORM:

By _____

James M. Donich
General Counsel

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 Orange County Transportation Authority (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's 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 HSEC requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during the course of 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 achieved for the safeguard of public and workers.

1.2 INJURY AND ILLNESS PREVENTION PLAN

- A. The Contractor shall submit to the Authority, a copy of their company Injury and Illness Prevention Plan (IIPP) in accordance with 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.

- B. Contractor shall provide a copy of the Policy or Program of Company's Substance Abuse Prevention Policy that complies with the 1988 Drug Free Workplace Act.

1.3 HAZARD COMMUNICATION

- A. 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 MSDS for all applicable products used, if any.
- B. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

1.4 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents:
 - 1. Damage to Authority property (or incidents involving third party property damage);
 - 2. Reportable and/or Recordable injuries (as defined by the U.S. Occupational Safety and Health Administration);
 - 3. Incidents impacting the environment, i.e. spills or releases on Authority property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An immediate verbal notice followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days, and include the following information. The current status of anyone injured, photos of the incident area, detailed description of what happened, 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 the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to Authority.

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 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. Authority Construction Management Procedures Manual
- E. Authority Yard Safety Rules

END OF SECTION

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority's technical obligations and contractual terms and conditions set forth in the Scope of Work and Proposed Agreement Exhibit C. Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No. _____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:
