

**REQUEST FOR PROPOSALS (RFP) 6-1187**

# **EMERGENCY OPERATIONS PLAN**



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

## **Key RFP Dates**

<b>Issue Date:</b>	<b>June 6, 2016</b>
<b>Pre-Proposal Conference Date:</b>	<b>June 13, 2016</b>
<b>Question Submittal Date:</b>	<b>June 17, 2016</b>
<b>Proposal Submittal Date:</b>	<b>July 6, 2016</b>
<b>Interview Date:</b>	<b>July 26, 2016</b>

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June 6, 2016

**NOTICE OF REQUEST FOR PROPOSALS (RFP)**

**RFP 6-1187: "EMERGENCY OPERATIONS PLAN"**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to revise the Authority's Emergency Operations Plan and deliver associated training programs. The budget for this effort is \$100,000 for an eighteen-month term.

**Proposals must be received in the Authority's office at or before 2:00 p.m. on July 6, 2016.**

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority  
Contracts Administration and Materials Management  
600 South Main Street, (Lobby Receptionist)  
Orange, California 92868  
Attention: Iris Deneau, Contract Administrator**

Proposals delivered using the U.S. Postal Service shall be addressed as follows:

**Orange County Transportation Authority  
Contracts Administration and Materials Management  
P.O. Box 14184  
Orange, California 92863-1584  
Attention: Iris Deneau, Contract Administrator**

Proposals and amendments to proposals received after the date and time specified above will be returned to the Offerors unopened.

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 6-1187, 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	Accounting / Auditing / Budget Consulting
Professional Services	Consultant Services - General
Security, Safety and Health Services	Government Relation Services
	Disaster Preparedness

A pre-proposal conference will be held on June 13, 2016, at 3:00 p.m., at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103/104. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established July 26, 2016 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**

A pre-proposal conference will be held on June 13, 2016, at 3:00 p.m.. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103/104. All prospective Offerors are encouraged to attend the pre-proposal conference.

**B. EXAMINATION OF PROPOSAL DOCUMENTS**

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

**C. ADDENDA**

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

**D. AUTHORITY CONTACT**

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

Iris Deneau, Contract Administrator  
Contracts Administration and Materials Management Department  
600 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584  
Phone: 714.560. 5786, Fax: 714.560.5792  
Email: ideneau@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 proposer, subcontractor, lobbyist, or agent hired by the proposer shall have any contact or communications regarding this RFP with any Authority 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 (email), or formal written communication. Any proposer, subcontractor, lobbyist, or agent hired by the

proposer that engages in such prohibited communications may result in disqualification of the proposer 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 must be received by the Authority no later than 5:00 p.m., on June 17, 2016.
- b. Requests for clarifications, questions, and comments must be clearly labeled, "Written Questions." The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
  - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
  - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, 4<sup>th</sup> Floor, Orange, California 92868.
  - (3) Facsimile: (714) 560-5792.
  - (4) Email: ideneau@octa.net.

### **3. Authority Responses**

Responses from the Authority will be posted on CAMM NET no later than June 23, 2016. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Iris Deneau, Contract Administrator.

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	Accounting / Auditing / Budget Consulting
Professional Services	Consultant Services - General
Security, Safety and Health Services	Government Relation Services
	Disaster Preparedness

Inquiries received after 5:00 p.m. on June 17, 2016 will not be responded to.

## **F. SUBMISSION OF PROPOSALS**

### **1. Date and Time**

Proposals must be received in the Authority's office at or before 2:00 p.m. on July 6, 2016.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

### **2. Address**

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority  
Contracts Administration and Materials Management (CAMM)  
600 South Main Street, (Lobby Receptionist)  
Orange, California 92868  
Attention: Iris Deneau, Contract Administrator**

Or proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority  
Contracts Administration and Materials Management (CAMM)  
P.O. Box 14184  
Orange, California 92863-1584  
Attention: Iris Deneau, Contract Administrator**



Firms must obtain a visitor badge from the receptionist in the lobby of the 600 Building prior to delivering any information to CAMM.

**3. Identification of Proposals**

Offeror shall submit an **original and 4 copies** of its proposal in a sealed package, addressed as shown above in F.2.

The outer envelope must show the Offeror's name and address and clearly marked as follows:

**"RFP 6-1187 Emergency Operations Plan"**

In addition to the above, Offerors shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format on a CD, DVD, or flash drive.

**4. 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 prices for individual tasks specified in the Scope of Work, included in this RFP as Exhibit A.

**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.

**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 on 8 1/2" x 11" size paper, using a single method of fastening. 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 Iris Deneau, 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, telephone 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; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Identify subcontractors by company name, address, contact person, telephone number, email address, 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 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 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) Provide a training instructor who has received the appropriate training and/or certification to teach the respective course by either the Federal Emergency Management Agency's Emergency Management Institute, the California Specialized Training Institute, the United States Fire Administration, or the National Wildfire Coordinating Group.
- (4) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- (5) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (6) 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 tasks 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 tasks and specify who would perform them.

- (3) 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.

**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 (Exhibit F) 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 (Exhibit F) or any technical and/or contractual exceptions and/or deviations 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/or deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and/or 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 deviations 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. 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.

**2. 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 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 25%**  
 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 30%**  
 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 20%**  
 Reasonableness of the total price, as well as the individual tasks; 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 26, 2016 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, 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 Authority's management the Offeror whose proposal is most advantageous to the Authority.

**C. AWARD**

The Authority may 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.

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**

### **Emergency Operations Plan Update, Development of Emergency Operations Center Standard Operating Procedures, and Associated Training and Exercise**

#### **1 Project Background**

The Orange County Transportation Authority (OCTA) has identified a need to update its existing Emergency Operations Plan (EOP), including the addition of hazard-specific annex documents, develop new standard operating procedures for its Emergency Operations Center (EOC), update associated support documents, deliver training associated with these changes to OCTA staff, and exercise the revised plan. This is necessary to ensure effective disaster response at OCTA facilities and to ensure the provision of adequate transportation services during incidents at any location within Orange County.

#### **2 Introduction**

OCTA is a multi-modal transportation agency serving the Orange County region through county-wide bus and paratransit service, Metrolink commuter rail service, the 91 Express Lanes toll facility, freeway, street, and road improvement projects, motorist aid services, and regulation of taxi operations. With a population of over three million residents, Orange County is the third most populous county in California and the sixth most populous county in the nation. The Orange County population is expected to grow to 3.7 million by the year 2040. Home to one of the busiest transit systems in the nation, Orange County is the second most populated area in the state, second only to San Francisco.

OCTA operates a county-wide network of fixed-route bus operations serving local, rail connector, and express routes deployed via five base facilities. OCTA's county-wide bus system includes a fleet of more than 553 vehicles serving over 6,200 bus stops along 77 routes spanning 34 Orange County cities. More than 185,000 riders rely on the OCTA transit fleet every weekday and OCTA services over 57 million boardings annually. The OCTA Bus System is integrated with the regional rail service and includes Express Bus, which provides high-speed transit links primarily serving Orange County's heaviest freeway transportation corridors. Inter-county Express Bus service offers peak hour commuter trips to neighboring counties including Los Angeles and Riverside.

In addition to its bus operations, OCTA regulates taxi services in Orange County through the Orange County Taxi Administration Program (OCTAP). OCTA also operates the 91 Express Lanes, a four-lane, 10-mile toll road built in the median of California's Riverside Freeway (SR-91). This unique toll road is an important element in ensuring traffic flows smoothly between Orange and Riverside counties.

OCTA is also the managing agency for the 351-mile Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency (LOSSAN) which travels through a six-county coastal region in Southern California.. The LOSSAN Corridor service includes 41 stations and more than 150 daily passenger trains with an annual ridership of more than 2.7 million on Amtrak Pacific Surfliner intercity trains and 4.5 million on Metrolink and COASTER commuter trains.

OCTA is categorized as a Tier 1 transit agency by the Transportation Security Administration and is in itself a critical infrastructure component. OCTA also provides numerous resources to the Orange County Operational Area during major emergencies and disasters. Supporting these commitments requires careful planning to maintain essential operations during and after incidents.

### **3 Tasks**

#### **3.1 Project Administration**

##### **3.1.1 Development of Project Schedule**

The project schedule will identify all tasks on the part of OCTA and the Consultant in detail, including the completion of deliverables at 50%, 75%, 90%, and 100%. Tasks documented on the project schedule will also include the expected start date, forecasted duration, required resources, and predecessor relationships.

The project schedule shall be completed in Microsoft Project 2013 and hosted on OCTA's Microsoft SharePoint system.

##### **3.1.2 Project Status Meetings**

The Consultant's project manager shall meet with the OCTA Project Manager (OCTA PM) and others deemed necessary by the OCTA PM on a bi-weekly basis, either in-person or by teleconference. The purpose of these meetings will be to review project status, current project schedule, outstanding issues, item resolutions, and future resource planning efforts.

##### **3.1.3 Project Status Reports**

Project status reports shall be provided by the Consultant to the OCTA PM at the time of each scheduled Project Status Meeting. The following elements must be included within the report:

- a. Overall Project Status (Green, Yellow, Red).
  - i. Green = project is on-track with schedule, budget, scope, and/or resources, no major issues; no minor issues that will not be resolved in short-term; nothing to escalate.
  - ii. Yellow = project is at risk of slippage with one or more area of schedule, budget, scope, and/or resources or if a Contract Amendment/Change Order is pending approval; deviation could be 10 to 20% of plan; the project team has plan to correct the deviation.
  - iii. Red = project is slipping in one or more areas of schedule, budget, scope, and/or resources requiring a Contract Amendment/Change Order; management assistance is needed to re-set project.



- b. Project trend (Steady, Improving, Degrading). The trend is a forecast of the probable change in status within the upcoming 1-2 weeks.
- c. Project tasks completed during the reporting period.
- d. Project Tasks In-Progress / Next Steps / Work Planned for the next reporting period including, but not limited to, those identified per the baseline project schedule.
- e. Project resources utilized since the previous Status Report or those resources needed during the next reporting period.
- f. Project Issues, including description, viable solution(s), owner, deadline, and impact if not addressed by the deadline.

#### **3.1.4 Meeting Agendas and Minutes**

The Consultant shall provide the OCTA PM with meeting agendas and meeting minutes for all meetings with the Consultant on behalf of this agreement. Meeting agendas shall include a list of topics for discussion, start and end times for each topic, follow-up items from previous meetings, and any additional items to be agreed upon. Meeting agendas must be provided to the OCTA PM at least three business days prior to scheduled meetings. Meeting minutes shall include a summary of the discussions, decisions, and action items. Meeting minutes must be provided to the OCTA PM within three business days after the conclusion of the meeting.

### **3.2 Review and Update of the OCTA Emergency Operations Plan**

#### **3.2.1 Plan and Process Review**

The Consultant shall review the current OCTA Emergency Operations Plan and any derivative supporting documents, identify strengths and weaknesses in the plan, and suggest modifications to the plan based on existing standards. At a minimum, such standards shall include:

- National Incident Management System (NIMS)
- Federal Emergency Management Agency (FEMA) Comprehensive Preparedness Guide 101, *Developing and Maintaining Emergency Operations Plans*
- California Code of Regulations, Title 19, Division 2, Chapter 1, *Standardized Emergency Management System (SEMS)*
- California Code of Regulations, Title 19, Division 2, Chapter 6, *California Disaster Assistance Act*
- California Government Code, Title 2, Division 1, Chapter 7, *California Emergency Services Act*
- California Disaster and Civil Defense Master Mutual Aid Agreement
- Transit Mutual Assistance Compact (TransMAC)

- Orange County Operational Area Agreement
- American Public Transportation Association (APTA), Security Standards and Recommended Practices

The Consultant shall also review the following:

- Identified roles of all departments and divisions within OCTA as listed in the EOP, identify any necessary support positions/staff presently not listed, and clearly outline the various roles and responsibilities associated with successful plan implementation.
- All After Action Reports/Improvement Plans from OCTA's emergency management exercises and actual incidents occurring within the past three (3) years to incorporate needed changes into the revised EOP.
- The existing staffing plan for the OCTA EOC examining OCTA position classifications to assigned EOC positions and make recommendations for changes in the revised EOP as necessary.
- Current designated EOC locations, facilities, and their capabilities and identify weaknesses or gaps and make recommendations for improvement.

A draft report shall be submitted to the OCTA PM, providing comments based on the Consultant's review and recommendations on revisions to the OCTA EOP. The OCTA PM will review the draft and provide comments for revision or written concurrence prior to proceeding with the next task.

### **3.2.2 First Draft of Revised Emergency Operations Plan**

The Consultant shall submit a first draft of the revised EOP to the OCTA PM incorporating all relevant feedback received during Task 3.2.1. OCTA will review the draft and provide comments for revision or written concurrence to proceed with the next task.

### **3.2.3 Stakeholder Meetings**

The Consultant shall, in cooperation with OCTA Security and Emergency Preparedness staff, conduct two stakeholder plan review meetings. The meetings shall include one internal meeting for relevant OCTA staff and one externally focused meeting for appropriate jurisdictional representatives.

The purpose of these stakeholder meetings shall be to review the draft Emergency Operations Plan and gain stakeholder input. After both stakeholder meetings are conducted, the Consultant shall prepare a report summarizing the feedback/proposed edits received via the meetings. Recommendations, if approved by OCTA, shall be incorporated into the plan during Task 3.2.4.

#### **3.2.4 Second Draft of Revised Emergency Operations Plan**

The Consultant shall submit a second draft of the revised EOP to the OCTA PM incorporating all relevant feedback received from the stakeholder meetings and the OCTA PM up to this point. OCTA will review the draft and provide comments for revision or written concurrence prior to proceeding with the next task.

#### **3.2.5 Final Copy of Revised Emergency Operations Plan**

The Consultant shall incorporate all OCTA review comments subsequent to Task 3.2.5 into a final plan version and deliver the final draft, including an executive summary and attachments as necessary to support the information provided in the plan. OCTA shall review and provide final comments or written concurrence. The Consultant shall then provide a final plan and attachments in hard copy and in an electronic Microsoft Word document to the OCTA PM.

Upon final approval of the plan(s) by OCTA, the Consultant shall produce and deliver sixty (60) complete copies of the plan(s) and all annexes, appendices, and attachments packaged in vinyl three-ring binders.

### **3.3 Develop Hazard Specific Annexes for the Emergency Operations Plan**

The Consultant shall develop Hazard Specific Annexes for the top 4 hazards identified in OCTA's most recent Threat and Hazard Identification and Risk Assessment (THIRA), which is expected to be completed in July of 2016. These threats and hazards include:

- Earthquake (Natural)
- Power Failure (Technological)
- Cybersecurity/Sabotage (Human)
- Explosive Attack (Human)

Annexes are to be developed in accordance with the standards specified in Task 3.2 and industry standards.

### **3.4 Develop Standard Operating Procedures for the OCTA Emergency Operations Center**

The Consultant shall develop standard operating procedures (SOPs) specifying the required steps in activating, sustaining, and deactivating/demobilizing the OCTA EOC during an incident. The SOPs shall be concurrent with the updated EOP and comply with the NIMS and industry standards in structure, content, and continuity.

### **3.5 Review and Revision of Emergency Operations Center Position Checklists and Job Aides**

The Consultant shall review the existing checklists and job aides for the OCTA EOC and make revisions based on the revised EOP and current industry standards.

### **3.6 Development of an Emergency Operations Center Training Matrix**

The Consultant shall create a training matrix by EOC position of suggested and required training courses based on standards and guidelines established by FEMA and the State of California. At a minimum, the training matrix will include the following courses and whom they should be delivered to based upon their assigned EOC position.

- ICS-700: National Incident Management System: An Introduction
- ICS-100: Introduction to the Incident Command System (ICS)
- ICS-200: ICS for Single Resources and Initial Action Incidents
- ICS-300: Intermediate ICS for Expanding Incidents
- ICS-400: Advanced ICS
- G775: Emergency Operations Center Management and Operations
- G191: Incident Command System and EOC Interface Workshop

### **3.7 Emergency Operations Center Training**

#### **3.7.1 Delivery of Baseline Training Courses**

The Consultant shall deliver at least two offerings of the following FEMA or California Specialized Training Institute standardized training courses for appropriate EOC staff.

- ICS-300: Intermediate ICS for Expanding Incidents
- ICS-400: Advanced ICS
- G775: Emergency Operations Center Management and Operations
- G191: Incident Command System and EOC Interface Workshop

All courses shall be taught by an instructor who has received the appropriate training and/or certification to teach the respective course by either FEMA's Emergency Management Institute, the California Specialized Training Institute, the United States Fire Administration, or the National Wildfire Coordinating Group. All courses shall take place at the OCTA Headquarters facility in Orange, California or at the OCTA Operations Annex Facility in Garden Grove, California. The scheduling of such trainings shall be done under the direction of the OCTA PM.

### **3.7.2 Development and Delivery of Section-Specific Training Courses**

The Consultant shall develop section-specific EOC training courses for each of the following EOC sections.

- Management
- Operations
- Planning/Intelligence
- Logistics
- Finance/Administration

Each course shall be tailored to the environment and needs of OCTA and shall also include a tabletop exercise component to allow participants to practice the skills learned in training in a hands-on manner. Courses developed shall be in a format to allow for future modification and delivery by OCTA staff to allow for future needed training.

The Consultant shall deliver at least two offerings of each of these training courses for appropriate EOC staff. All courses shall take place at the OCTA Headquarters facility in Orange, California or at the OCTA Operations Annex Facility in Garden Grove, California. The scheduling of such trainings shall be done under the direction of the OCTA PM.

### **3.8 Emergency Operations Plan Functional Exercise**

The Consultant shall plan for, conduct, and support the evaluation of a functional exercise of the revised OCTA EOP to include activation of the OCTA EOC. The exercise materials shall include, but not be limited to, an Exercise Plan, participant guides/handouts, a Facilitator/Evaluator Handbook, Exercise Evaluation Guides, Participant Feedback Forms, and an After Action Report/Improvement Plan (AAR/IP). The exercise plan should also contain roles and actions supporting the engagement of internal and external stakeholders.

### **3.9 Master Digital Copy of All Developed Documents and Materials**

At the conclusion of the project, the Consultant shall provide three digital copies of all final documents and materials developed for OCTA on either CD-R or DVD-R discs or USB flash drives to the OCTA PM.

### **3.10 Disaster Service Worker Training Video Development**

The Consultant shall develop an introductory video for OCTA employees to view upon hire on OCTA's response role during a disaster and the responsibilities of those classified as Disaster Service Workers under California Government Code Section 3100-3109 during an emergency. A separate video intended to be used as an annual refresher for employees shall also be developed.

If the cost to produce these videos is found to be beyond the budget of this project, then the Consultant shall develop an estimate for the additional cost.

## **4 Administrative Items**

### **4.1 Cooperation with OCTA Staff**

The Consultant shall work cooperatively with appropriate and specifically identified OCTA staff as designated by the OCTA PM. The Consultant shall ensure prompt monthly invoices to OCTA along with supporting documentation indicating services associated with each invoice.

Response to voicemail and email shall be within a reasonable amount of time, but under no circumstances shall exceed two (2) business days. If a deadline or “respond by” date/time is indicated in a communication by OCTA, it will be expected to be met unless it is considered unreasonable by the Consultant. If so, the Consultant shall immediately notify OCTA and provide a reasonable deadline which is required to be approved by OCTA.

### **4.2 Support of OCTA Executives and Board of Directors**

Although no formal public meetings are expected to be needed at this time, appearance and presentation at executive staff meetings or Board of Directors meetings may be needed for adoption of the plan. In these cases, OCTA would expect the Consultant to attend these meetings as well if requested by the OCTA PM.

### **4.3 Consultant’s Project Manager**

The Consultant’s designated Project Manager shall have full authority to act on behalf of the consulting firm for all matters relating to the scope of this agreement. The Consultant’s Project Manager shall be accessible via telephone or email during OCTA’s regular business hours to respond to OCTA’s inquiries and/or concerns as described in Section 4.1.

### **4.4 Project Staff and Reporting Structure**

The Consultant shall provide OCTA, at the beginning of the contract term, an organizational chart illustrating the reporting structure of all project staff, to include: name, position, email address, and telephone number.

### **4.5 Changes in Staffing**

The Consultant shall advise OCTA in writing of any change(s) in the project staff at least five business days before proposed change(s) being made. When such change(s) occur, the Consultant must provide OCTA with the new staff member’s name, education, experience, and qualifications.

The Consultant shall ensure no interruption of services occurs as a result of the staff changes. If OCTA determines the qualifications of the proposed new staff do not meet the requirements, this may constitute a breach in the contract agreement.

#### **4.6 Computer and Information Technology Requirements**

Upon execution of this agreement, the Consultant shall possess or acquire a computer system with the capability to comply with the terms of the Contract with sufficient hardware and software and on-site maintenance for the entire term of this contract. All associated costs are the responsibility of the Consultant.

The Consultant's computer system must be compatible with files and documents generated in the Microsoft Windows operating system (Windows 7 or above). All deliverables completed subsequent to this agreement must be compatible with the Microsoft Office suite of products (Office 2010 or later). Any geographical information system products of this project must be compatible with ArcGIS. Any deviations from these software programs require prior approval of the OCTA PM.

#### **4.7 Criminal Clearances**

The Consultant shall ensure criminal clearances and background checks have been conducted for all of the Consultant's staff prior to beginning any work under this agreement. All costs associated with such criminal clearances and background checks is the responsibility of the Consultant and is not billable under this agreement.

#### **4.8 Non-Disclosure**

The Consultant must be willing to abide by the terms of a non-disclosure clause in the resulting agreement and must also ensure its employees and sub-contractors also abide.

**EXHIBIT B: COST AND PRICE FORMS**



**PRICE SUMMARY SHEET**

**REQUEST FOR PROPOSALS (RFP) 6-1187**

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

<b>Task</b>	<b>Description</b>	<b>Firm-Fixed Price</b>
1	Project Administration	\$_____
2	Review and Update of Authority Emergency Operations Plan	\$_____
3	Develop Hazard Specific Annexes for the Emergency Operations Plan	\$_____
4	Develop Standard Operating Procedures for Authority Emergency Operations Plan	\$_____
5	Review and Revision of Emergency Operations Center Position Checklists and Job Aides	\$_____
6	Development of an Emergency Operations Center Training Matrix	\$_____
7	Emergency Operations Center Training	\$_____
8	Emergency Operations Plan Functional Exercise	\$_____
9	Master Digital Copy of All Developed Documents and Materials	\$_____
10	Disaster Service Worker Training Video Development	\$_____
<b>Total Firm-Fixed Price</b>		<b>\$_____</b>

1. I acknowledge receipt of RFP 6-1187 and Addenda No.(s) \_\_\_\_\_
2. This offer shall remain firm for \_\_\_\_\_ days from the date of proposal  
(Minimum 120)

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

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

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

SIGNATURE'S NAME AND TITLE \_\_\_\_\_

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

**EXHIBIT C: PROPOSED AGREEMENT**

PROPOSED AGREEMENT NO. C- 6-1187

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

\_\_\_\_\_

**THIS AGREEMENT** is effective this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the state of California (hereinafter referred to as "AUTHORITY"), and , , , (hereinafter referred to as "CONSULTANT").

**WITNESSETH:**

**WHEREAS**, AUTHORITY requires assistance from CONSULTANT to revise AUTHORITY's Emergency Operations Plan and deliver associated training programs; and

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

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

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

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

**ARTICLE 1. COMPLETE AGREEMENT**

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

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

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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

## EXHIBIT C

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 February 28, 2018, 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	Project Administration	\$ .00
2	Review and Update of AUTHORITY Emergency Operations Plan	\$ .00
3	Develop Hazard Specific Annexes for the Emergency Operations Plan	\$ .00
4	Develop Standard Operating Procedures for AUTHORITY Emergency Operations Plan	\$ .00
5	Review and Revision Emergency Operations Center Position Checklists and Job Aides	\$ .00
6	Development of an Emergency Operations Center Training Matrix	\$ .00
7	Emergency Operations Center Training	\$ .00
8	Emergency Operations Plan Functional Exercise	\$ .00

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9	Master Digital Copy of All Developed Documents and Materials	\$ .00
10	Disaster Service Worker Training Video Development	\$ .00
<b>TOTAL FIRM-FIXED PRICE PAYMENT</b>		<b>\$ .00</b>

C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. Percentage of work completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by 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 not constitute AUTHORITY's final acceptance of CONSULTANT's work under such task; final acceptance shall occur only when AUTHORITY's release of the retention described in paragraph D.

D. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice submitted for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and shall be paid to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless AUTHORITY elects to audit CONSULTANT's records in accordance with Article 16 of this Agreement. If AUTHORITY elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar days of completion of such audit in an amount reflecting any adjustment required by such audit. During the term of the Agreement, at its sole discretion, AUTHORITY reserves the right to release all or a portion of the retained amount based on CONSULTANT'S satisfactory completion of certain milestones. CONSULTANT shall invoice AUTHORITY for the release of the retention in accordance with Article 5.

E. 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](mailto:vendorinvoices@octa.net). Each invoice

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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- 6-1187;
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); and retention;
5. Monthly Progress Report;
6. Certification signed by 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



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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: Iris Deneau

(714) 560 - 5786

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

**ARTICLE 9. INSURANCE**

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

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

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

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

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

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

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

C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement No. C- 6-1187; and, the Contract Administrator's Name, Iris Deneau.

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

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

**ARTICLE 10. ORDER OF PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 6-1187; (3) CONSULTANT's proposal dated \_\_\_\_\_; (4) all other documents, if any, cited herein or incorporated by reference.

**ARTICLE 11. CHANGES**

By written notice or order, AUTHORITY may, from time to time, order work suspension and/or make changes in the general scope of this Agreement, including, but not limited to, the services furnished

1 to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work suspension or  
2 change causes an increase or decrease in the price of this Agreement, or in the time required for its  
3 performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its claim for  
4 adjustment within ten (10) calendar days after the change or work suspension is ordered, and an  
5 equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT  
6 from proceeding immediately with the Agreement as changed.

#### 7 **ARTICLE 12. DISPUTES**

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

13 B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with  
14 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,  
15 CAMM. This Disputes clause does not preclude consideration of questions of law in connection with  
16 decisions provided for above. Nothing in this Agreement, however, shall be construed as making final  
17 the decision of any AUTHORITY official or representative on a question of law, which questions shall be  
18 settled in accordance with the laws of the state of California.

#### 19 **ARTICLE 13. TERMINATION**

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

25 B. In the event either Party defaults in the performance of any of their obligations under this  
26 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the

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option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon receipt of such notice, CONSULTANT shall immediately cease work, unless the notice from AUTHORITY provides otherwise. Upon receipt of the notice from AUTHORITY, CONSULTANT shall submit an invoice for work and/or services performed prior to the date of termination. AUTHORITY shall pay CONSULTANT for work and/or services satisfactorily provided to the date of termination in compliance with this Agreement. Thereafter, CONSULTANT shall have no further claims against AUTHORITY under this Agreement. AUTHORITY shall not be liable for any claim of lost profits or damages for such termination.

**ARTICLE 14. INDEMNIFICATION**

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

**ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by 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.

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

**ARTICLE 18. CODE OF CONDUCT**

CONSULTANT agrees to comply with AUTHORITY's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein.

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

**ARTICLE 22. PROHIBITED INTERESTS**

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

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

A. The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made for CONSULTANT's records but shall not be furnished to others without written authorization from

1 AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein  
2 shall be retained by AUTHORITY.

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

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

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

19 A. In lieu of any other warranty by AUTHORITY or CONSULTANT against patent or copyright  
20 infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim  
21 or suit against AUTHORITY on account of any allegation that any item furnished under this Agreement  
22 or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any  
23 presently existing U. S. letters patent or copyright and CONSULTANT shall pay all costs and damages  
24 finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of  
25 the suit or claim and given authority, information and assistance at CONSULTANT's expense for the  
26 defense of same. However, CONSULTANT will not indemnify AUTHORITY if the suit or claim results

1 from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form infringes  
2 upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination  
3 with other material not provided by CONSULTANT when such use in combination infringes upon an  
4 existing U.S. letters patent or copyright.

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

#### 13 **ARTICLE 25. FINISHED AND PRELIMINARY DATA**

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

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



1 AUTHORITY if CONSULTANT causes AUTHORITY to exercise Article 11, and a price shall be  
2 negotiated for all preliminary data.

3 **ARTICLE 26. FORCE MAJEURE**

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

11 **ARTICLE 27. HEALTH AND SAFETY REQUIREMENT**

12 CONSULTANT shall comply with all the requirements set forth in Exhibit E, Level 2 Safety  
13 Specifications.

14 **ARTICLE 28. CONFIDENTIALITY**

15 A. CONSULTANT shall keep in strictest confidence and trust all Confidential Information  
16 disclosed by AUTHORITY.

17 a. "Confidential Information" means any information, in whatever form or medium, disclosed  
18 by AUTHORITY to CONSULTANT in the course of, or obtained by CONSULTANT as a consequence of,  
19 or through, the discussions conducted between the Parties with respect to the Agreement, and includes,  
20 but is not limited to, trade secrets, financial records and information, plans, concepts, ideas, know-how,  
21 techniques, designs, specifications, drawings, descriptions, diagrams, inventions, computer programs,  
22 data, procedures, formulas, improvements, concepts, business activities and operations, customer  
23 information, reports, studies, and all other technical and business information of a confidential and  
24 proprietary nature.

25 b. Confidential information does not include information (a) known to CONSULTANT prior  
26 to obtaining the same from disclosing Party; (b) in the public domain at the time of disclosure by

EXHIBIT C

CONSULTANT; (c) obtained by CONSULTANT from a third party who did not receive same, directly or indirectly, from the disclosing Party; (d) approved for release by written authorization of an authorized officer of the disclosing Party; or (e) independently developed by or for CONSULTANT without use of the Confidential Information.

B. CONSULTANT shall not, without prior written approval of AUTHORITY, disclose Confidential Information to a third party not connected with the performance of the project. If CONSULTANT is requested or required by subpoena or other court order to disclose any of the Confidential Information, CONSULTANT shall provide immediate notice of such request to AUTHORITY and shall use reasonable efforts to resist disclosure, until an appropriate protective order may be sought, or a waiver of compliance with the provisions of this Agreement granted.

C. CONSULTANT shall use the Confidential Information only for the purpose of the Project, and shall make no use of the Confidential Information, in whole or in part, for any other purpose.

D. CONSULTANT agrees to take all reasonable steps to preserve the confidential and proprietary nature of the Confidential Information and cause its employees to maintain the confidentiality of the Confidential Information; except employees of CONSULTANT may use the Confidential Information in order to perform CONSULTANT'S obligations or engage in activities contemplated under this Agreement. CONSULTANT shall be responsible for any disclosures by its employees to third parties.

E. CONSULTANT shall insert in any subcontracts the clauses set forth in paragraphs (A) through (E) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONSULTANT shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (E) of this section.

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C- 6-1187 to be executed on the date first above written.

**CONSULTANT**

By \_\_\_\_\_

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By \_\_\_\_\_

Pia Veesapen  
Acting Manager, Contracts and Procurement

APPROVED AS TO FORM:

By \_\_\_\_\_

James M. Donich  
General Counsel

**EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM**

### **STATUS OF PAST AND PRESENT CONTRACTS FORM**

On the form provided below, Offeror 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 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 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 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. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

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

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Last Rev. 08/26/2015

**EXHIBIT E: SAFETY SPECIFICATIONS**

**LEVEL 2 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, and bus yard safety rules as well as all federal, state, and local regulations pertaining to scope of work or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority's HSEC requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

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

**1.3 HAZARD COMMUNICATION PROGRAM**

- 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 DESIGNATED Health, Safety and Environmental (HSE) REPRESENTATIVE**

- A. Before beginning on-site activities, the Contractor shall designate an On-site HSE Representative. This person shall be a Competent or Qualified Individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards, and has the authority to affect changes in work procedures that may have associated schedule and budget impacts.

- B. The Contractor shall provide the Authority's Project Manager a resume outlining the qualifications, or job experience of Contractor's On-Site HSE Representative assigned to the project. The Contractor's On-Site HSE Representative for all Authority projects is subject to acceptance by the Authority Project Manager and the HSEC Department Manager. All contact information of the On-Site HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager.
- C. The Contractor's On-Site HSE Representative shall have, as a minimum, a 30 hour OSHA training certificate, and five (5) years of experience of HSE compliance on similar projects. The Authority reserves the right to allow for an exception of these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and the HSEC Department Manager.
- D. A Competent or Qualified Individual means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

## **1.5 ORIENTATION**

- A. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation at a minimum shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.
- B. Copies of orientation documents shall be provided to the Authority Project Manager within 72 hours upon request.

## **1.6 TRAFFIC & PARKING**

The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, are identified by company name and/or logo, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.

## **1.7 GENERAL PROVISIONS**

- 1. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.
- 2. The Contractor shall immediately notify the Authority's Project Manager whenever local, state or federal regulatory agency personnel are identified as being onsite.



3. The Authority HSEC requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
4. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its subcontractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.
5. The Contractor shall instruct all its employees, and all associated sub-contractors under contract with the Contractor who work on Authority property in the recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.
6. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, and each Contractor is encouraged to exceed minimum requirements. When the Contractor safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of the public and workers.

#### 1.8 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 OCTA.

**1.9 PERSONAL PROTECTIVE EQUIPMENT**

Contractors, and all associated subcontractors, vendors and suppliers are required to provide their own personal protective equipment (PPE), including eye, head, foot, and hand protection, respirators, reflective safety vests, and all other PPE required to perform their work safely on Authority projects.

**2.0 LANGUAGE REQUIREMENTS**

The Contractor for safety reasons shall ensure employees that do not read, or understand English, shall have a bilingual supervisor or foreman when on the Authority property or projects.

**2.1 WARNING SIGNS AND DEVICES**

The Contractor shall provide signs, signals, and/or warning devices to be visible at all times when and where a hazard exists. Signs, signals, and/or warning devices shall be removed when the hazard no longer exists.

**2.2 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**

**EXHIBIT F: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

**PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

The following form shall be completed for each technical and/or contractual exception and/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 and/or contractual exceptions and/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 deviations 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:

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Rationale for Requesting Deviation or Exception:

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Area Below Reserved for Authority Use Only:
