

REQUEST FOR PROPOSALS (RFP) 7-1761

# **CUSTOMER SATISFACTION SURVEY FOR 91 EXPRESS LANES**



**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>May 17, 2017</b>
<b>Question Submittal Date:</b>	<b>May 24, 2017</b>
<b>Proposal Submittal Date:</b>	<b>June 7, 2017</b>

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May 17, 2017

**NOTICE OF REQUEST FOR PROPOSALS**

**(RFP): 7-1761: "CUSTOMER SATISFACTION SURVEY FOR 91 EXPRESS LANES"**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide customer satisfaction surveys for the 91 Express Lanes. The budget for the three-year initial term is \$40,000.

**Proposals must be received in the Authority's office at or before 2:00 p.m. on June 7, 2017.**

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

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

**Note: The Authority utilizes a third-party delivery service; therefore, anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above. Proposals are considered received once time stamped at the Authority's physical address.**

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 7-1761, 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:

Category:

Marketing, Advertising & Media  
Services

Professional Services

Professional Consulting

Commodity:

Public Opinion Surveys

Communications Marketing  
Services

Market Research

Consultant Services - General

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.

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**SECTION I: INSTRUCTIONS TO OFFERORS**

**SECTION I. INSTRUCTIONS TO OFFERORS**

**A. 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.

**B. 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.

**C. AUTHORITY CONTACT**

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

Luis Martinez, Associate Contract Administrator  
Contracts Administration and Materials Management Department  
600 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584  
Phone: 714.560.5767, Fax: 714.560.5792  
Email: [lmartinez1@octa.net](mailto:lmartinez1@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's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any 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.

**D. 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 D.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 must be put in writing and must be received by the Authority no later than 5:00 p.m., on May 24, 2017.
- 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, Lobby Receptionist, Orange, California 92868.
- (3) Facsimile: (714) 560-5792.
- (4) Email: [lmartinez1@octa.net](mailto:lmartinez1@octa.net)

**3. Authority Responses**

Responses from the Authority will be posted on CAMM NET, no later than May 26, 2017. Offerors may download responses from CAMM NET at <https://cammmnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Luis Martinez, Associate 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>
Marketing, Advertising & Media Services	Public Opinion Surveys
Market Research	Professional Services
	Communications Marketing Services
Professional Consulting	Consultant Services - General

Inquiries received after 5:00 p.m. on May 24, 2017 will not be responded to.

## **E. SUBMISSION OF PROPOSALS**

**Offeror is responsible for ensuring third-party deliveries arrive at the time and place as indicated in this RFP.**

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

Proposals must be received in the Authority's office at or before 2:00 p.m. on June 7, 2017.

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: Luis Martinez, Associate 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: Luis Martinez, Associate Contract Administrator**

**Note: The Authority utilizes a third-party delivery service; therefore, anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above. Proposals are considered received once time stamped at the Authority's physical address.**



### 3. Identification of Proposals

Offeror shall submit an **original and 3 copies** of its proposal in a sealed package, addressed as shown above in E.2.

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

**“RFP 7-1761 Customer Satisfaction Survey for 91 Express Lanes”**

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.

### F. 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.

**G. 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.

**H. 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.

**I. 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.

**J. 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. The Agreement will have a three-year initial term and a one-year option term.

**K. 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.

**L. 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.

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**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"x17" 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 Luis Martinez, Associate Contract Administrator and must, at a minimum, contain the following:

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

#### **3. Technical Proposal**

##### **a. Qualifications, Related Experience and References of Offeror**

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the

services to be provided; strength and stability of the firm; staffing capability; 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, 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) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

**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.
- (7) Provide samples of similar surveys conducted by your firm

**d. Exceptions/Deviations**

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.



#### **4. Cost and Price Proposal**

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services for each work task described in Exhibit A, Scope of Work.

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a firm-fixed-price contract specifying firm-fixed-prices for individual tasks.

#### **5. Appendices**

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

### **B. FORMS**

#### **1. 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.

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**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; and quality of samples
- 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.

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**

### **Customer Satisfaction Survey for 91 Express Lanes**

#### **A. BACKGROUND**

The Orange County Transportation Authority (OCTA) is the county transportation commission responsible for planning, funding and delivering transportation improvements in Orange County. This includes freeway, streets and roads and transit improvements. OCTA also holds the toll road franchise for and operates the 91 Express Lanes.

In January 2003, in an effort to expedite improvements to the Riverside Freeway/State Route 91 (SR-91), OCTA purchased the 91 Express Lanes toll facility from the California Private Transportation Company (CPTC). The purpose was to eliminate a so called "noncompete" provision that existed in the franchise agreement between CPTC and the State of California Department of Transportation (Caltrans). That provision constrained the public sector's ability to make general purpose or capacity improvements to the busy SR-91 corridor.

As part of an ongoing need to understand customer usage and satisfaction, a triennial (once every 3 years) Customer Satisfaction Survey is conducted. (*A copy of the 2014 Customer Satisfaction Survey can be found on octa.net.*) The purpose of this research is to determine the issues most important to 91 Express Lanes customers, to discover their perceptions of OCTA, and to track customer satisfaction with the 91 Express Lanes. The final report details the findings of market research conducted among customers of the 91 Express Lanes. OCTA believes the survey findings provide valuable insight in understanding the customer base, and provide a foundation for future marketing and customer relations' activities.

OCTA is planning to conduct the 2017 Customer Satisfaction Survey around September 2017 and is seeking a consultant to develop, administer and analyze the survey.

#### **B. OBJECTIVES AND SCOPE OF SERVICES**

OCTA's Marketing Department shall assign a department member as the project manager and primary contact for consultant. The consultant will be responsible for implementing the tasks described in the scope of work under the direction of the OCTA project manager. The project manager will form and lead an internal project team to assist in providing project direction.

The consultant shall designate a project manager from their company to coordinate all survey activities. The project manager will be permanently assigned in this capacity for the duration of the project. The consultant's project manager shall have the authority to make commitments and decisions that are binding to the consultant. Any changes to the consultant's personnel under this project shall be subject to OCTA's written approval.

### Objectives

- Develop, administer and analyze the 2017 Customer Satisfaction Survey
- Prepare final report summarizing findings

### Program Tasks

The consultant will be responsible for completing all of the tasks described below:

#### **TASK 1: Develop Research Methodology and Project Schedule**

The consultant will design a research methodology to guide the survey project.

At the initial project kick-off meeting, the OCTA project team and consultant will discuss the Scope of Work and methodology. The consultant shall propose a draft methodology and project schedule within two weeks of the kick-off meeting. The OCTA project team shall review the draft methodology and project schedule and work with the consultant to finalize it.

As a deliverable for Task 2, the consultant will design the survey questionnaire. The survey will be of the same length (i.e., number of questions) as the 2014 Customer Satisfaction Survey. OCTA and the consultant may modify questions as needed to take into account new issues.

The consultant shall conduct the survey using multi-modal techniques such as mail, United States Postal Service, and/or email. OCTA shall cover all costs for mailing.

#### Task 1 Deliverables:

1. Draft of proposed research methodology and project schedule
2. Copy of final, approved research methodology and project schedule

#### **TASK 2: Implement Research Methodology**

The consultant is responsible for implementing the approved research methodology within the project schedule. The consultant shall provide the OCTA project manager with written project updates every week via e-mail. Other updates or issues needing urgent attention can be relayed directly to the OCTA project manager by phone.

Suggested modifications by the consultant to the research methodology need to be approved by the OCTA project manager, in consultation with the OCTA project team.

The survey questionnaire needs to be presented in draft form at least two weeks before being used and requires approval by the OCTA project manager. The survey questionnaire shall be pre-tested. A pre-test of the survey questionnaire will help ensure that all the questions are worded appropriately and that the survey flows smoothly.



As it relates to the use of respondents, the consultant shall randomly select potential respondents from a list of customers provided by OCTA. The list shall include the names and telephone numbers of all current customers. Potential respondents shall be screened to ensure their qualification for this study and also ensure that the mix of respondents reflect current road usage patterns. The screening criteria shall be discussed and finalized during the design phase of the research project.

Task 2 Deliverables:

1. Written project updates sent via e-mail every week
2. Draft and final copies of research instruments
3. Final, approved survey questionnaire

**TASK 3: Prepare Final Report**

The consultant shall develop a draft report, based on the research findings, for review by OCTA's internal project team. After receiving feedback from the internal project team, the consultant shall prepare a final report. The report shall include:

- Executive Summary
- Methodology
- Detailed Results
- Recommendations for Action
- Survey Questionnaire
- Computer Data Tabulations

The final report must be concise and designed to be read and easily understood by parties with no direct involvement with the research. The report shall include color bar graphs and tables as a way of presenting the results in an easy-to-read format.

After the survey is conducted and analyzed, the consultant will also be asked to provide 4-5 oral presentations, using PowerPoint (or similar computer software), to OCTA staff and potentially policy committees. The oral presentation should include a complete review and interpretation of the results of the survey, and also include comparisons with previous research findings.

Task 3 Deliverables:

1. Draft report
2. Final report
3. 4-5 Oral Presentations

**PROPOSAL REQUIREMENTS**

All proposals shall include samples of similar surveys conducted by CONSULTANT

**TIMEFRAME**

All survey work and the final report shall be completed by November, 2017 for the Initial Term, and November, 2021 for the Option Term.

**EXHIBIT B: COST AND PRICE FORMS**

**PRICE SUMMARY SHEET**

**REQUEST FOR PROPOSALS (RFP) 7-1761**

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

<b>Tasks</b>	<b>Description</b>	<b>Firm-Fixed Price Initial Term Effective – 6/30/20</b>	<b>Firm-Fixed Price Option Term 7/1/20 – 6/30/21</b>
<b>Task 1:</b>	<b>Develop Research Methodology and Project Schedule</b>	\$ _____	\$ _____
<b>Task 2:</b>	<b>Implement Research Methodology</b>	\$ _____	\$ _____
<b>Task 3:</b>	<b>Prepare Final Report</b>	\$ _____	\$ _____
	<b>Total Firm-Fixed Price</b>	\$ _____	\$ _____

1. I acknowledge receipt of RFP 7-1761 and Addenda No.(s) \_\_\_\_\_
2. This offer shall remain firm for \_\_\_\_\_ days from the date of proposal  
(Minimum 120)

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

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FACSIMILE # \_\_\_\_\_

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

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

NAME AND TITLE OF PERSON  
AUTHORIZED TO BIND OFFEROR \_\_\_\_\_

DATE SIGNED

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**EXHIBIT C: PROPOSED AGREEMENT**



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

6 **ARTICLE 2. AUTHORITY DESIGNEE**

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

9 **ARTICLE 3. SCOPE OF WORK**

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

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

16 **Names**

**Functions**

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



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

4 **ARTICLE 4. TERM OF AGREEMENT**

5 A. This Agreement shall commence upon execution by both parties, and shall continue in full  
6 force and effect through June 30, 2020 ("Initial Term"), unless earlier terminated or extended as provided  
7 in this Agreement.

8 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an  
9 additional twelve (12) months, commencing July 1, 2020, and continuing through June 30, 2021  
10 (Option Term), and thereupon require CONSULTANT to continue to provide services, and otherwise  
11 perform, in accordance with Exhibit A, entitled "Scope of Work," and at the rates set forth in Article 5,  
12 "Payment."

13 C. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish its  
14 right to terminate the Agreement for AUTHORITY's convenience or CONSULTANT's default as provided  
15 elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extending from  
16 commencement through June 30, 2021, which period encompasses the Initial Term and the Option Term.

17 **ARTICLE 5. PAYMENT**

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

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

25 /

26 /

## EXHIBIT C

<u>Tasks</u>	<u>Description</u>	<u>Firm Fixed Price</u>
1	Develop research Methodology and Project Schedule	.00
2	Implement Research Methodology	.00
3	Prepare Final Report	.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 Article 5.B of this Article until such time as CONSULTANT has documented to AUTHORITY's satisfaction, that CONSULTANT has fully completed all work required under the task. AUTHORITY's payment in full for any task completed shall constitute AUTHORITY's final acceptance of CONSULTANT's work under such task; per the procurement plan there is no retention.

D. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in duplicate to AUTHORITY's Accounts Payable office. CONSULTANT may also submit invoices electronically to AUTHORITY's Accounts Payable Department at [vendorinvoices@octa.net](mailto:vendorinvoices@octa.net). Each invoice shall be accompanied by the monthly progress report specified in paragraph Article 1.A 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- 7-1761;
2. Specify the task number for which payment is being requested;
3. The time period covered by the invoice;
4. Total monthly invoice (including project-to-date cumulative invoice amount);
5. Monthly Progress Report;

EXHIBIT C

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

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

**ARTICLE 6. MAXIMUM OBLIGATION**

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

**ARTICLE 7. NOTICES**

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

/

/

/

/

/

/

1 /

2 To CONSULTANT:

To AUTHORITY:

3 Orange County Transportation Authority

4 550 South Main Street

5 P.O. Box 14184

6 Orange, CA 92863-1584

7 ATTENTION:

ATTENTION: Luis Martinez

8 Associate Contract Administrator

9 (714) 560 - 5767

10 lmartinez1@octa.net

11 **ARTICLE 8. INDEPENDENT CONTRACTOR**

12 CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of an  
13 independent contractor. CONSULTANT's personnel performing services under this Agreement shall at  
14 all times be under CONSULTANT's exclusive direction and control and shall be employees of  
15 CONSULTANT and not employees of AUTHORITY. CONSULTANT shall pay all wages, salaries and  
16 other amounts due its employees in connection with this Agreement and shall be responsible for all  
17 reports and obligations respecting them, such as social security, income tax withholding, unemployment  
18 compensation, workers' compensation and similar matters.

19 **ARTICLE 9. INSURANCE**

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

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

26 2. Automobile Liability Insurance to include owned, hired and non-owned autos with

a combined 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 the 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 the AUTHORITY.

C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement No. C- 7-1761; and, the Associate Contract Administrator's Name, Luis Martinez.

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 7-1761;(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 to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work suspension or

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

#### 6 **ARTICLE 12. DISPUTES**

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

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

#### 18 **ARTICLE 13. TERMINATION**

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

24 B. In the event either Party defaults in the performance of any of their obligations under this  
25 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the  
26 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon

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

#### 8 **ARTICLE 14. INDEMNIFICATION**

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

#### 15 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

21 B. AUTHORITY hereby consents to CONSULTANT's subcontracting portions of the Scope of  
22 Work to the parties identified below for the functions described in CONSULTANT's proposal.  
23 CONSULTANT shall include in the subcontract agreement the stipulation that CONSULTANT, not  
24 AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the  
25 subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors,  
26 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, the CONSULTANT is unable, or potentially unable to render impartial assistance or advice to the AUTHORITY; CONSULTANT's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONSULTANT. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

**ARTICLE 18. CODE OF CONDUCT**

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



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

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

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

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

**ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national 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 AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein

1 shall be retained by AUTHORITY.

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

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

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

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

1 upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination  
2 with other material not provided by CONSULTANT when such use in combination infringes upon an  
3 existing U.S. letters patent or copyright.

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

12 **ARTICLE 25. FINISHED AND PRELIMINARY DATA**

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

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

negotiated for all preliminary data.

**ARTICLE 26. FORCE MAJEURE**

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

**ARTICLE 27. HEALTH AND SAFETY REQUIREMENT**

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

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C- 7-1761 to be executed on the date first above written.

**CONSULTANT**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By \_\_\_\_\_

By \_\_\_\_\_

Pia Veesapen  
Department Manager, Contracts and Procurement

APPROVED AS TO FORM:

By \_\_\_\_\_

James M. Donich  
General Counsel

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**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

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**EXHIBIT E: SAFETY SPECIFICATIONS**

## LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

### PART I – GENERAL

#### 1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

#### 1.2 INJURY AND ILLNESS PREVENTION PLAN

- A. The Contractor shall submit to the Authority, a copy of their company Injury and Illness Prevention Plan (IIPP) in accordance with CCR Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors.
- B. Contractor shall provide a copy of the Policy or Program of Company's Substance Abuse Prevention Policy that complies with the 1988 Drug Free Workplace Act.



### 1.3 HAZARD COMMUNICATION

- A. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of MSDS for all applicable products used, if any.
- B. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

### 1.4 INCIDENT NOTIFICATION AND INVESTIGATION

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

### 1.5 PERSONAL PROTECTIVE EQUIPMENT

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

**1.6 REFERENCES**

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Authority Construction Management Procedures Manual
- E. Authority Yard Safety Rules

**END OF SECTION**

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

Offeror: \_\_\_\_\_

RFP No.: \_\_\_\_\_ RFP Title: \_\_\_\_\_

Deviation or Exception No. : \_\_\_\_\_

Check one:

- Scope of Work (Technical) \_\_\_\_\_
- Proposed Agreement (Contractual) \_\_\_\_\_

Reference Section/Exhibit: \_\_\_\_\_ Page/Article No. \_\_\_\_\_

Complete Description of Deviation or Exception:

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Rationale for Requesting Deviation or Exception:

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Area Below Reserved for Authority Use Only:
