

DRAFT REQUEST FOR PROPOSALS (RFP) 0-2702

DETAIL BUS CLEANING AND PESTICIDE APPLICATION SERVICES



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

Key RFP Dates

Issue Date:	January 11, 2021
Pre-Proposal Conference Date:	January 18, 2021
Question Submittal Date:	January 19, 2021
Proposal Submittal Date:	February 10, 2021
Interview Date:	March 2, 2021

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January 11, 2021

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP: 0-2702: "DETAIL BUS CLEANING AND PESTICIDE APPLICATION SERVICES"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified contractors to provide detailed bus cleaning and pesticide application services. The budget for this effort is \$1,076,727 for a three-year initial term.

Proposals must be submitted electronically through the following URL link: <https://www.octa.net/Proposal Upload Link> at or before 2:00 p.m. on February 10, 2021. Select "RFP 0-2702" from the drop-down menu and follow the instructions as prompted.

PLEASE NOTE:

Hard copy proposal submission will not be accepted for this RFP. Proposals must be submitted electronically at the link stated above and by the date and time as indicated.

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

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 0-2702, 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:

**Maintenance Services -
Equipment
Maintenance Services -
Facility
Facility; Equipment, Supplies**

Commodity:

**Bus Wash Equipment -
Service
Janitorial - Cleaning Services
Janitorial Services
Pest Control
Janitorial - Cleaning
Equipment**

A pre-proposal conference will be held on January 18, 2021 at 1:30 p.m. via teleconference only.

IN-PERSON ATTENDANCE IS NOT AVAILABLE

The pre-proposal conference will be open for attendance via teleconference only. The specific call-in number for this conference is (714) 558-5200, Conference ID: 153450#. The conference will begin promptly at 1:30 p.m., on January 18, 2021. Callers are requested to dial in and mute the call.

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

The Authority has established March 2, 2021, 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

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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:

Yvette Crowder, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5616, Fax: 714.560.5792
Email: ycrowder@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.

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 via email to ycrowder@octa.net no later than 4:30 p.m., on January 19, 2021.
- b. Requests for clarifications, questions, and comments must be clearly labeled, "RFP 0-2702, Detail Bus Cleaning and Pesticide Application Services, Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than January 22, 2021. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>.

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>
Maintenance Services - Equipment	Bus Wash Equipment - Service
Maintenance Services - Facility	Janitorial - Cleaning Services
	Janitorial Services
Facility; Equipment, Supplies	Pest Control

Janitorial - Cleaning Equipment

Inquiries received after 4:30 p.m. on January 19, 2021 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted electronically through the following URL link: <https://www.octa.net/Proposal Upload Link> at or before 2:00 p.m. on February 10, 2021. Select “RFP 0-2702” from the drop-down menu and follow the instructions as prompted.

PLEASE NOTE:

Hard copy proposal submission will not be accepted for this RFP. Proposals must be submitted electronically at the link stated above and by the date and time as indicated.

2. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a time-and-expense contract specifying fully-burdened unit-price per bus rates and anticipated expenses for work specified in the scope of work, included in the RFP as Exhibit A. The Agreement will have a three-year initial term with one, two-year option term.

L. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An

organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

M. CODE OF CONDUCT

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

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. 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 Yvette Crowder, Senior 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, and 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.
- (7) Provide confirmation that the firm has the necessary licensing and certifications indicated in the Scope of Work and required by the State of California to perform the work.

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 services and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff:
- (4) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

Offeror should provide a narrative, which addresses the Scope of Work, and shows Offeror's understanding of Authority's needs and requirements.

Offeror to:

- (1) Describe the approach to completing the services 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 services and specify who would perform them.
- (3) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (4) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (5) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not

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

d. Exceptions/Deviations

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

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

e. Public Records Act Indemnification

Proposals received by Authority are subject to the California Public Records Act, Government Code section 6250 et seq. (the "Act"), except as otherwise provided in the Act. Proposers should familiarize themselves and exceptions thereto. In no event shall the Authority or any of its agents, representatives, consultants, directors, officers, or employees be liable to a Proposer for the disclosure of any materials or information submitted in response to the RFP. Proposers must complete and sign the Exhibit H, Public Records Act Indemnification

– Proposal Documents, and submit it with the proposal. Failure to complete Exhibit H may cause the proposal to be deemed non-responsive to this RFP and may no longer continue in the evaluation process.

If a California Public Records Act request is received by Authority for the release of information identified by Proposer as propriety, trade secret, or confidential, the request will be referred to Proposer for review and consideration. If Proposer requests that the information be withheld from release, Proposer shall provide such request in writing with the legal basis under the Act for each requested withholding. Failure to notify the Authority in writing of its desire to withhold the records within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such documents, shall constitute a waiver of any claims Proposer may have had related to such disclosure.

Authority will review the request, determine if the disclosure of the records is required by law, and notify Proposer of such determination. If Authority determines that the disclosure of records is required by law, Authority will notify Proposer of such determination and provide Proposer the opportunity to seek a protective order or other appropriate legal relief to protect the records.

Proposer shall defend and hold harmless Authority from any legal action arising from such withholding, as further detailed in Exhibit H, Public Records Act Indemnification – Proposal Documents.

4. Cost and Price Proposal

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services for the services 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 time-and-expense price contract specifying unit-pricing per bus cleaning and pesticide application, and anticipated expenses to complete the Scope of Work.

5.

Appendices

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Offerors are cautioned,

however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

B. FORMS

1. Campaign Contribution Disclosure Form

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime contractor, subconsultants, lobbyists and agents are required to report all campaign contributions made from the proposal submittal date up to and until the Board of Directors makes a selection.

2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit the completed form(s) as part of its proposal.

3. Proposal Exceptions and/or Deviations Form

Offerors shall complete the form entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submit it as part of the original proposal. For each exception and/or deviation, a new form should be used,

identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

4. Public Records Act Indemnification Form

Offerors shall complete and sign the form entitled "Public Records Act Indemnification" provided in this RFP and submit it as part of the proposal. Proposers must complete and sign either Option 1 or Option 2 whichever applies.

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 30%**

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 20%**

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 25%**

Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Cost and Price 25%**

Reasonableness of unit-price per bus rates for the services; 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 March 2, 2021, 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 the Transit Committee, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The Board Committee will review the evaluation committee's recommendation and forward its decision to the full Board of Directors for final action.

C. AWARD

The Authority will evaluate the proposals received and will submit, with approval of the Regional Planning and Highways Committee, the proposal considered to be the most competitive to the Authority's Board of Directors, for consideration and selection. The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

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

Detail Bus Cleaning and Pesticide Application

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1. GENERAL

The Orange County Transportation Authority (OCTA) requires detailed bus cleaning and pesticide application services for approximately four hundred ninety-two (492) 40-foot transit buses, thirty-six (36) articulated 60-foot buses, two hundred forty-six (246) 23-foot and four (4) 20-foot cutaway paratransit buses at five (5) locations located throughout Orange County from Contractor as specified in this scope of work.

Cleaning is an important element of the program, providing pest prevention as well as removal of chemical residue that follows pesticide application.

OCTA's pest management program consists of licensed pesticide application and contractor provided detail-cleaning services. Contractor must possess all necessary licenses and certifications (Pest Control Business License, Qualified Applicator License or Certificate and Structural Pest Control Board License) as required by the State of California, Department of Pesticide Regulation and Department of Consumer Affairs, Structural Pest Control Board prior to contract award.

2. REQUIREMENTS

2.1. Labor and Materials

Contractor shall provide on a scheduled basis all labor and materials to perform pesticide application and bus cleaning services for OCTA.

2.2. Task Understanding

OCTA shall require that Contractor fully understands the tasks of pesticide application and bus cleaning; therefore, unless specifically indicated otherwise, the participation of OCTA shall be limited to contract management, scheduling, and payment.

2.3. Scheduling

A schedule shall be developed as a guideline that facilitates pesticide bait replacement and cleaning of all buses on a three (3)-month cycle subject to adjustments for heavily utilized buses. The 20-foot and 23-foot paratransit buses will be cleaned twice annually. This schedule shall maximize weekend cleaning to minimize weekday service disruption. The weekend shall be defined as starting at 12:01 AM Saturday and ending at 11:59 PM Sunday, during this time period the maximum number of buses will be made available. Contractor shall provide cleaning crews at the maintenance bases during this period to perform the services for the base locations listed in section 3. The exact hours will be agreed upon with Contractor.

2.4. Point of Contact

Contractor shall provide a single point of contact, with a back-up, for the term of the contract. The contact shall be capable of managing/supervising all aspects of the project as well as subcontractor coordination.

2.5. Supervision

Contractor's work force shall be supervised, and the supervisor shall be capable of providing a level of quality control that eliminates unacceptable workmanship.

2.6. Labor

Contractor shall provide a qualified labor force sufficient in number to satisfactorily complete all specific requirements in the prescribed time period. Contractor is required to have at least one (1) employee on location, while work is in progress, who speaks and understands the English language. All project-associated personnel shall comply with OCTA work and safety rules when on OCTA sites. Contractor's employees shall park in the designated employee parking areas at each Maintenance and Operations Base.

2.7. Uniforms

Contractor's employees must be clothed in a work uniform that is common, distinguishable, professional, and is suitable for seasonal change when performing services on OCTA's property. Uniforms are to be provided by Contractor and shall include Contractor's company name/logo. Steel-toe closed-toe shoes are required on property at all times.

2.8. Equipment

Contractor shall furnish, at its own expense, all equipment necessary to properly perform specified work and maintain established standards. Equipment shall be maintained in good, safe working condition, and when not in use, secured in Contractor provided storage units. These storage units must be lockable and will be located in approved locations.

2.9. Supplies

All pesticides, cleaning supplies, and related equipment shall be provided by Contractor. Contractor shall not use any petroleum-based cleaners, or any cleaner that leaves a film residue on the interior of the bus. Contractor may only use products that have been reviewed by OCTA's Safety Department. Substitutions of products must be submitted to OCTA's Safety Department prior to use on OCTA property. All Safety Data Sheets (SDS) for products to be used as pesticides or cleaning agents shall be updated on a continuous basis and made available at all times when the products are being utilized. Submittal of SDS's for pesticide chemicals shall be reviewed and acceptable by OCTA's Safety and Environmental Department prior to pesticide chemicals being allowed onto OCTA Property

2.10. Acceptance Inspection

Each scheduled bus shall be inspected by OCTA's project coordinator to verify completion as a condition of payment. The inspection shall consist of a visual check to ensure the level of quality specified within the work plan. The inspection will include a white towel wipe down of the cleaned areas to see if dirt is still present. Buses failing to pass the inspection may, at OCTA's discretion, be made available for Contractor correction, or payment to Contractor may be reduced.

Contractor must complete OCTA's "Verification of Work for Bus Cleaning" form for each bus cleaned at each location which will be provided by OCTA. This form requires sign off by OCTA's designated project coordinator at each location. The original form shall remain at OCTA's locations. Copies shall be retained by Contractor. The form is required for payment of Contractor invoices.

2.11. Transportation

Buses shall be delivered to the cleaning area by maintenance personnel for the scheduled service. After cleaning, maintenance personnel shall return the buses to the designated parking stall. No laundry facilities will be provided for the cleaning crews.

2.12. Facility/Utilities

OCTA shall provide all facilities and utilities to perform the cleaning services. The bus cleaning shall only be performed in the designated cleaning areas at each of the maintenance bases. The vacuum system at the cleaning stations is to be used for dry vacuum process only. This system will not be used to vacuum water or wet materials.

3. LOCATIONS

The following are the current applicable OCTA facility locations.

- Santa Ana - 4301 West MacArthur Blvd. Santa Ana, CA 92704
- Garden Grove Base – 11790 Cardinal Circle, Garden Grove, CA 92843
- Irvine, Sand Canyon - 14736 Sand Canyon Road, Irvine, CA 92618
- Anaheim – 1717 E. Via Burton, Anaheim, CA 92806
- Irvine, Construction Circle - 16281 Construction Circle West, Irvine, CA 92606

4. WORK PLAN

The following guidelines shall represent minimum bus detailing services:

4.1. Bus Cleaning After Pesticide Application

This service shall be sub-divided into two (2) areas, the basic task required each time a bus is scheduled, and supplemental tasks, which may be required on an as-needed basis.

4.2. Sample Bus

A first article sample bus will be provided to Contractor and this bus will have all pesticide and cleaning services performed by Contractor. OCTA's project manager will inspect this bus, which shall be representative of the workmanship, methods, and material relative to the basis and continuation of the contract.

4.3. Basic Tasks

Contractor must perform all the following basic tasks after pesticide application (approximately four hundred seventy-two (472), 40-foot transit buses, thirty-six (36), articulated 60-foot buses):

a. Driver's Area:

- Clean driver's area with appropriate chemical identified in Section 2.09 of scope of work, to include dash panel, side panels, and vinyl/plastic portion of seat and visors. Wipe down farebox.

b. Passenger Area:

- Clean passenger's area with appropriate chemical identified in Section 2.09 of scope of work, to include side panels, ceiling, ventilation vents, vents/hatches, vertical/horizontal handrails, window frames and vinyl/plastic/metal portion of seats. Chemicals used on these surfaces cannot leave a residue on rails, walls, etc. that can cause damage to passenger clothing. Contractor must not use heavy duty cleaning pads that can damage any surfaces.
- Contractor must clean window frames, casing and glass with an alcohol-free cleaner.

c. Seats:

- Clean all seats to include cushions and backs, by brushing, vacuuming and, if required, gum removal and/or local scrubbing of spots/stains. OCTA employees will lift the seat so Contractor employees can clean underneath the seat at the back of the bus, and over the engine compartment when requested. Contractor will request replacement of damaged seats from OCTA cleaning coordinator, when required.

d. Floors:

- Clean flooring areas with appropriate floor cleaner that will not damage appearance of the floor, to include driver's area, passenger area, wheel housings, steps, and ramps/wheelchair lifts. All trash must be removed from floors by sweeping, scrubbing, mopping and final damp wiping to dry the floor. All gum, spots, and stains shall be removed from the floor. No residue shall be left behind from the floor cleaner. Yellow sections of the floor require brush cleaning and should be free of scuff marks and debris. They should have a bright appearance.

e. Interior Glass:

- Clean all glass/acrylic and/or window protectors with glass cleaner including all mirrors.

f. Exterior Glass:

- Clean all exterior glass/acrylic of water spotting including all mirrors.

- g. All hardware (screws and metal plates) within the passenger seating areas of the buses are to be thoroughly cleaned for seats, bench seats and hand rails. Brushes will be required to remove the dirt that accumulates around and in the screw heads.
- h. All Extreme care must be taken, and safeguards established to protect all electrical components and systems from water damage during the cleaning process. UNDER NO CIRCUMSTANCES WILL FREE FLOWING WATER (WATER HOSES), BE ALLOWED IN THE INTERIOR OF THE BUS. CONTRACTOR MUST USE DAMP MOPS AND RAGS ONLY. Only lint free micro-fiber towels must be used to eliminate lint residue and remnants.
- i. Remove graffiti with approved chemicals identified in Section 2.09 of scope of work. Remove all gum from floors, behind bench seats, and under seats.
- j. On board signage cannot be removed. Only dust cleaning of signs is allowed. Bus books and brochures shall be removed before cleaning and returned once cleaning is completed. Bus books and brochures must not be thrown away.
- k. Prior to leaving the base, all standing water and debris must be swept clean from the bus cleaning bays. The area shall be left clean.

4.4. Paratransit Vehicles

Provide cleaning and detailing in accordance with the item identified below: (approximately two hundred forty-eight (248), 23-foot and four (4) 20-foot cutaway buses):

- a. Clean Interior in accordance with section 4.3 where applicable.

4.5. Pest Management

Transit buses routinely require services in an effort toward effective pest management, specifically cockroaches. OCTA's pest management program consists of Contractor services with the licensed application of pesticides and cleaning.

4.6. Pesticide Application

The application of pesticide shall be performed prior to each scheduled basic cleaning. Bait specifically targeted for cockroaches shall be placed routinely, and a more aggressive pesticide consisting of spraying/fogging shall be performed on an as required basis, in conjunction with a scheduled basic cleaning.

Prior to any application of pesticide, a Chemical Application Notice as required by California Code of Regulations, Department of Pesticide Regulation, Structural Pest Control Board, and Cal-OSHA will be completed and presented to the shift supervisor. A copy will be furnished as a posting copy that is to be posted on the employee bulletin board or other conspicuous area for a period of no less than twenty-four (24) hours post application.

4.7. Bait Application

The bait material shall have no volatile organic compounds, solvent systems, or odors to produce an adverse effect on passengers or OCTA personnel.

- a. Bait shall be applied prior to each basic cleaning. The bait shall be applied throughout the buses in voids, behind panels, under the rear seat and in crevices where cockroaches may thrive.
- b. The bait shall have a minimum life span in the field of ninety (90) days.

4.8. Spraying/Fogging

The treatment shall be conducted immediately prior to cleaning to allow the materials as long a time as possible in the vehicle. If required, this more aggressive pesticide application shall conform to the following guidelines, this is only needed on an as-needed basis when infestation exists:

- a. Spraying:
 - Application shall consist of spraying pyrethrin via an aliphatic hydrocarbon or chlorinated hydrocarbon carrier. Spray shall be applied at the floor to side wall interface, rear floor to seat deck interface, side wall to passenger seat rail track, front floor to lower dash panel interface and under the rear most passenger bench seat. The bait shall have a minimum life span in the field of ninety (90) days.
- b. Fogging:
 - Fogging shall be performed immediately following the spraying application in adequate quantity to stimulate insect movement. The intent of fogging shall be to cause the insects to travel through the areas that had been previously sprayed with pyrethrin.
- c. Buses to be sprayed/fogged shall have signage displayed on the front windshield and each door to prevent entry. Buses shall be treated and then remain in place for a period from 3 to 4 hours. Afterwards, they shall be aired out for a period of at least (one) 1 hour. At this time, signage will be removed, and the bus cleared for occupancy.
- d. During the period between May 1 and September 30, up to thirty (30) buses per week at each location, in addition to the regularly scheduled weekly buses, shall receive appropriate treatment for other pests such as spiders, fleas, lice and ants. This treatment will be in addition to the normal baiting applications.

4.9. Products

All pesticide and chemical agents to be utilized for the abatement program shall be approved for use by state and federal regulatory agencies governing the application of pest control agents. All products must be reviewed by OCTA's Safety Department.

4.10. Personnel

All application of pesticides shall be performed by licensed personnel.

4.11. Other Pests

If other pests such as spiders, fleas, lice, and ants are detected, Contractor shall provide appropriate treatment.

4.12. Supplemental Cleaning Tasks

The following cleaning tasks may be required on an as needed basis, with no guaranteed usage. OCTA's project manager will make the determination which if any supplemental tasks will be performed:

- a. Clean and seal exterior bus windows; using Navajo Pumice for glass, and Cerium Oxide for acrylic, buff and clean all exterior windows free of water spotting mineral deposits and scale. After thorough cleaning, apply OCTA reviewed sealant.
- b. Non-Revenue Passenger Vehicles – Provide cleaning and detailing in accordance with the items identified below:
 - Scrub entire front dash, scrub plastic sidekick panels in driver's and passenger's foot area.
 - Scrub all four doors to include center door beam between the front and rear doors.
 - Shampoo front seats, rear back seats, and clean center console.
 - Shampoo all seat belts.
 - Shampoo entire interior carpet of car.
 - Wash exterior of car and all four tires.
 - Armor-All front dash, center console, and all doors to include center door beam, and tires. Do not Armor-All steering wheel or steering column.
 - Wax exterior of vehicle with approved car wax, buffing is preferred.

5. WORK RULES

5.1. Check In

Contractor shall check in with the maintenance supervisor on duty upon arrival on property and sign the visitor log. Contractor shall check out via reverse procedure when ready to depart.

5.2. General Safety

5.2.1. Personal Protective Equipment

- Contractors, and all associated sub-tier contractors, 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 OCTA property.

- American National Standards Institute class two (2) reflective vests are to be worn at all times while on OCTA properties.

5.2.2. Vehicles

- Contractor shall ensure that all Contractor vehicles, including those of its sub-tier contractors, 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.
- Traffic speed shall not exceed 10mph while on OCTA property.

5.2.3. Electronic Devices

- All parties must avoid distractions such as cell phones, two-way radios, or other such activities while driving or walking in the OCTA bus yards.

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 0-2702

Based on the Authority's requirements, on an as-scheduled/as-needed basis, no guaranteed usage, for Bus Cleaning and Pesticide Application Services as outlined in the "Scope of Work". Pricing listed is for each of the work tasks as described in the Scope of Work. Prices shall include direct costs, indirect costs, supplies and profits. Pricing shall take into consideration any and all changes to minimum wage during the initial term and option term of the contract.

Task No.	Description	Initial Term 05/01/21 - 04/30/22 Price per Bus (each)	Initial Term 05/01/22 – 04/30/23 Price per Bus (each)	Initial Term 05/01/23 – 04/30/24 Price per Bus (each)	Two-Year Option 05/01/24– 04/30/26 Price per Bus (each)
40-foot transit buses including all labor and supplies (approx. 492 buses).					
1	QUARTERLY CLEANING TASKS: as described in the Scope of Work, Section 4.3 a-k				
2	QUARTERLY PESTICIDE/BAIT APPLICATION: as described in the Scope of Work, Sections 4.6 and 4.7				
3	SPRAYING/FOGGING (supplemental as required) As described in the Scope of Work, section 4.8				
4	INTERIOR CLEANING (supplemental as required) Following spraying/fogging as described in the Scope of Work, section 4.8				
SUBTOTAL:					
60-foot transit buses including all labor and supplies (approx. 36 buses).					
5	QUARTERLY BASIC CLEANING TASKS: as described in the Scope of Work, Section 4.3 a-k				
6	QUARTERLY PESTICIDE/BAIT APPLICATION: as described in the Scope of Work, Sections 4.6 and 4.7				
7	SPRAYING/FOGGING (supplemental as required) As described in the Scope of Work, section 4.8				
8	INTERIOR CLEANING (supplemental as required) Following spraying/fogging as described in the Scope of Work, section 4.8				
SUBTOTAL:					

PRICE SUMMARY SHEET - Continued					
Task No.	Description	Initial Term 05/01/21 – 04/30/22 Price per Bus (each)	Initial Term 05/01/22 – 04/30/23 Price per Bus (each)	Initial Term 05/01/23 – 04/30/24 Price per Bus (each)	Two-Year Option 05/01/24– 04/30/26 Price per Bus (each)
Paratransit buses including all labor and supplies (approx. 246 23-foot and four (4) 20-foot buses).					
9	SEMI-ANNUAL; BASIC CLEANING TASKS: as described in the Scope of Work, Section 4.3 a-k				
10	SEMI-ANNUAL PESTICIDE/BAIT APPLICATION: as described in the Scope of Work, Sections 4.6 and 4.7				
11	SPRAYING/FOGGING (supplemental as required) As described in the Scope of Work, section 4.8				
12	INTERIOR CLEANING (supplemental as required) Following spraying/fogging as described in the Scope of Work, section 4.8				
SUBTOTAL:					
SUPPLIMENTAL CLEANING TASKS					
13	Window Cleaning and Sealing (40-foot buses): as described in the Scope of Work, Section 4.12 a (approx. 100)				
14	Window Cleaning and Sealing (60-foot buses): as described in the Scope of Work, Section 4.12 a (approx. 36)				
15	Window Cleaning and Sealing (20 & 23-foot buses): as described in the Scope of Work, Section 4.12 a (approx. 70)				
16	Non-Revenue Passenger Vehicle annual cleaning: as described in the Scope of Work, Section 4.12 b (approx. 60)				
SUBTOTAL:					
TOTAL:					

Additional expenses required and authorized by the Authority, but not included in this Agreement will be reimbursed either (a) “at cost” or (b) up to the applicable current rate listed in this Schedule II, whichever is less.

Supporting documentation must accompany invoice.

Additional sheets may be included.

Please note the following:

- The Authority will not reimburse Contractor for hours charged to perform activities associated with the preparation and review of invoices submitted to the Authority.
- The Authority will not reimburse Contractor for local meals and travel time, unless previously approved, and any other expenses not included within this Exhibit B.

1. I acknowledge receipt of **RFP 0-2702** and Addenda No.(s)____.
2. This offer shall remain firm for _____ days from the date of proposal.
(Minimum of 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

EXHIBIT C: PROPOSED AGREEMENT

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1 relinquishment of AUTHORITY's right to such performance or to future performance of such terms or
2 conditions and CONTRACTOR'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. CONTRACTOR 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
13 times and places designated by AUTHORITY.

14 B. CONTRACTOR 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 C. No person named in paragraph B of this Article, or his/her successor approved by
20 AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon function
21 or level of commitment hereunder be changed, without the prior written consent of AUTHORITY.
22 Should the services of any key person become no longer available to CONTRACTOR, the resume and
23 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as
24 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key
25 person, unless CONTRACTOR is not provided with such notice by the departing employee.
26 AUTHORITY shall respond to CONTRACTOR within seven (7) calendar days following receipt of these

1 qualifications concerning acceptance of the candidate for replacement.

2 **ARTICLE 4. TERM OF AGREEMENT**

3 A. This Agreement shall commence upon execution by both parties and shall continue in full
4 force and effect through _____, 2024 ("Initial Term") unless earlier terminated or extended as
5 provided in this Agreement.

6 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for an
7 additional twenty-four (24) months, commencing May 1, 2024, and continuing through April 30, 2026
8 ("Option Term"), and thereupon require CONTRACTOR to continue to provide services, and otherwise
9 perform, in addition with Exhibit A and at the rates set forth in Article 5, "Payment".

10 C. AUTHORITY's election to extend this Agreement beyond the Initial Term shall not diminish
11 its right to terminate the Agreement for convenience or CONTRACTOR's default as provided elsewhere
12 in this Agreement. The "maximum term" of this Agreement shall be the period extending from
13 May 1, 2021 through April 30, 2026, which period encompasses the Initial Term and Option Term.

14 **ARTICLE 5. PAYMENT**

15 A. For CONTRACTOR's full and complete performance of its obligations under this Agreement
16 and subject to the maximum cumulative payment obligation provisions set forth in Article 6,
17 AUTHORITY shall pay CONTRACTOR on a time-and-expense basis specifying unit-price per bus
18 pricing in accordance with the following provisions.

19 B. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding
20 to the work actually completed by CONTRACTOR. Work completed shall be documented in a monthly
21 progress report prepared by CONTRACTOR, which shall accompany each invoice submitted by
22 CONTRACTOR. AUTHORITY shall pay CONTRACTOR at the unit prices specified in Exhibit B,
23 entitled "Price Summary Sheet," which is attached to and by this reference, incorporated in and made a
24 part of this Agreement. These unit rates shall remain fixed for the term of this Agreement and are
25 acknowledged to include CONTRACTOR's overhead costs, general costs, administrative costs and
26 profit. CONTRACTOR shall also furnish such other information as may be requested by AUTHORITY

EXHIBIT C

1 to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full
2 payment until such time as CONTRACTOR has documented to AUTHORITY's satisfaction, that
3 CONTRACTOR has fully completed all work required. AUTHORITY's payment in full shall constitute
4 AUTHORITY's final acceptance of CONTRACTOR's work.

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

- 11 1. Agreement No. C-0-2702;
- 12 2. Specify the work for which the payment is being requested;
- 13 3. The time period covered by the invoice;
- 14 4. Number of detailed bus cleanings and pesticide applications;
- 15 5. Total monthly invoice (including cumulative invoice amount);
- 16 6. Monthly Progress Report;
- 17 7. Certification signed by the CONTRACTOR or his/her designated alternate that a)

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

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

26 /

ARTICLE 6. MAXIMUM OBLIGATION

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

ARTICLE 7. NOTICES

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

To CONTRACTOR:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Yvette Crowder

Senior Contract Administrator

(714) 560 - 5616

ycrowder@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

3 B. Should CONTRACTOR's personnel or a state or federal agency allege claims against
4 AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or
5 allegations involving any other independent contractor misclassification issues, CONTRACTOR shall
6 defend and indemnify AUTHORITY in relation to any allegations made.

7 **ARTICLE 9. INSURANCE**

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

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

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

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

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

19 5. Pollution Liability, or provide proof of the removal of the pollution exclusion in the
20 Commercial General Liability Policy,

21 B. Proof of such coverage, in the form of a certificate of insurance, with the AUTHORITY, its
22 officers, directors, employees and agents, designated as additional insureds as required by contract. In
23 addition, provide an insurance policy blanket additional insured endorsement. Both documents must be
24 received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be
25 received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement. Such
26 insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the

1 AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies of all related
2 insurance policies.

3 C. CONTRACTOR shall include on the face of the certificate of insurance the Agreement
4 Number 0-2702; and, the Contract Administrator's Name, Yvette Crowder.

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

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

10 **ARTICLE 10. ORDER OF PRECEDENCE**

11 Conflicting provisions hereof, if any, shall prevail in the following descending order of
12 precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of
13 RFP 0-2702; (3) CONTRACTOR's proposal dated ____ ; (4) all other documents, if any, cited herein or
14 incorporated by reference.

15 **ARTICLE 11. CHANGES**

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

24 **ARTICLE 12. DISPUTES**

25 A. Except as otherwise provided in this Agreement, when a dispute arises between
26 CONTRACTOR and AUTHORITY, the project managers shall meet to resolve the issue. If project

1 managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of Contracts
2 Administration and Materials Management (CAMM), who shall reduce the decision to writing and mail
3 or otherwise furnish a copy thereof to CONTRACTOR. The decision of the Director, CAMM, shall be
4 the final and conclusive administrative decision.

5 B. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with
6 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
7 CAMM. Nothing in this Agreement, however, shall be construed as making final the decision of any
8 AUTHORITY official or representative on a question of law, which questions shall be settled in
9 accordance with the laws of the State of California.

10 **ARTICLE 13. TERMINATION**

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

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

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ARTICLE 14. INDEMNIFICATION

CONTRACTOR 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, costs, penalties, fines, damages, bodily injuries, including death, damage to or loss of use of property, arising out of, resulting from, or in connection with the performance of CONTRACTOR, its officers, directors, employees, agents, subcontractors or suppliers under the Agreement. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify AUTHORITY, its officers, directors, employees and agents shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of AUTHORITY.

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

B. AUTHORITY hereby consents to CONTRACTOR's subcontracting portions of the Scope of Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in the subcontract agreement the stipulation that CONTRACTOR, 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 CONTRACTOR.

Subcontractor Name/Addresses**Subcontractor Function****ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

CONTRACTOR shall provide AUTHORITY, or other agents of AUTHORITY, such access to CONTRACTOR's accounting books, records, payroll documents and facilities, as AUTHORITY

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

9 **ARTICLE 17. CONFLICT OF INTEREST**

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

19 **ARTICLE 18. CODE OF CONDUCT**

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

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

24 CONTRACTOR and all subcontractors performing work under this Agreement, shall be
25 prohibited from concurrently representing or lobbying for any other party competing for a contract
26 with AUTHORITY, either as a prime contractor or subcontractor. Failure to refrain from such

representation may result in termination of this Agreement.

ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS

CONTRACTOR 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, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR'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 shall be retained by AUTHORITY.

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONTRACTOR in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any

1 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected
2 with the performance of the project. CONTRACTOR shall comply with AUTHORITY's policies
3 regarding such material. Nothing furnished to CONTRACTOR, which is otherwise known to
4 CONTRACTOR or is or becomes generally known to the related industry shall be deemed confidential.
5 CONTRACTOR shall not use AUTHORITY's name, photographs of the project, or any other publicity
6 pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or
7 other medium without the express written consent of AUTHORITY.

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

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

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

26 B. CONTRACTOR shall have sole control of the defense of any such claim or suit and all

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

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

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

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

24 **ARTICLE 26. FORCE MAJEURE**

25 Either party shall be excused from performing its obligations under this Agreement during the
26 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its

1 control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material,
2 products, plants or facilities by the federal, state or local government; national fuel shortage; or a
3 material act or omission by the other party; when satisfactory evidence of such cause is presented to
4 the other party, and provided further that such nonperformance is unforeseeable, beyond the control
5 and is not due to the fault or negligence of the party not performing.

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

7 CONTRACTOR shall comply with all the requirements set forth in Exhibit __, Level 2 Health,
8 Safety and Environmental Specifications.

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ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder confirming that the information provided is true and accurate.

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

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

Name

Signature

Title

Date

EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the OCTA or any of its affiliated agencies. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed subconsultants and/or agent/lobbyist? Yes _____ No _____

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- | | | |
|---|-----------|----------|
| <input type="radio"/> The Prime Contractor | Yes _____ | No _____ |
| <input type="radio"/> Subconsultant | Yes _____ | No _____ |
| <input type="radio"/> Agent/Lobbyist hired by Prime
to represent the Prime in this RFP | Yes _____ | No _____ |

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Identify the Board Member(s) to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Steve Jones, Chairman
Andrew Do, Vice Chairman
Lisa A. Bartlett, Director
Doug Chaffee, Director
Laurie Davies, Director
Barbara Delgleize, Director
Michael Hennessey, Director
Gene Hernandez, Director
Joseph Muller, Director
Mark A. Murphy, Director
Richard Murphy, Director
Miguel Pulido, Director
Tim Shaw, Director
Harry S. Sidhu, Director
Michelle Steel, Director
Donald P. Wagner, Director

EXHIBIT F: SAFETY SPECIFICATIONS

LEVEL 2 STANDARD HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC), requirements of this safety specification, project site requirements, 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 health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

C. INJURY AND ILLNESS PREVENTION PROGRAM

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

D. SUBSTANCE ABUSE PREVENTION PROGRAM

Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

E. HAZARD COMMUNICATION PROGRAM

- 1. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- 2. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

F. STORM WATER POLLUTION PREVENTION PLAN

1. The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

G. DESIGNATED HEALTH, SAFETY, ENVIRONMENTAL (HSE) REPRESENTATIVE

1. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
2. 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 cost, schedule and budget impacts.
3. The Contractor's HSE Representative is subject to acceptance by the Authority Project Manager, and the HSEC Department. All contact information of the HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager, upon request, within 72 hours.
4. The Contractor's HSE Representative shall hold a current certification from the Board of Certified Safety Professionals (BCSP) and have five years of demonstrated construction/scope experience enforcing HSE compliance on construction, industrial or similar project scopes. The designated HSE Representative shall participate in any required HSE related submittals. The Authority reserves the right to allow for an exception and to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.
5. Competent Individual means an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and/or property, and who has authorization to take prompt corrective measures to eliminate them.
6. Qualified Individual means an individual who by possession of a recognized degree, certificate, certification or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the Project.

H. SCOPE PLANNING

Prior to any scope work activity or task, the Contractor shall evaluate the hazards of the scope of work and the work environment to ensure proper control measures are identified for employee public and property protection measures to prevent incidents. This evaluation shall be implemented by developing a written site specific Job Hazard Analysis (JHA) or similar tool designed for planning the work to prevent incidents. The plan shall be provided to the Authority's Project Manager, upon request, within 72 hours.

I. ORIENTATION

1. 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 or 3 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.
2. Copies of orientation documents shall be provided to the Authority Project Manager within 72 hours upon request.

J. TRAFFIC & PARKING

The Contractor shall ensure that all Contractor vehicles, including those of their subcontractors, suppliers, vendors and employees are parked in designated parking areas, personal vehicles shall be parked in the employee parking lot, work vehicles required in the maintenance area of a bus base shall be identified by company name and/or logo, covered by the company insurance, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots. Vehicles without appropriate company name and logo are considered personal vehicles and not allowed in the maintenance area of the bus base.

K. 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 subcontractors 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.

1.2 ENVIRONMENTAL REQUIREMENTS

- A. The Contractor shall comply with Federal, State, county, municipal, and other local laws and regulations pertaining to the environment, including noise, aesthetics, air quality, water quality, contaminated soils, hazardous waste, storm water, and resources of archaeological significance. Expense of compliance with these laws and regulations is considered included in the agreement. Contractor shall provide water used for dust control, or for pre-wetting areas to be paved, as required; no payment will be made by OCTA for this water.
- B. The Contractor shall prevent pollution of storm drains, rivers, streams, irrigation ditches, and reservoirs with sediment or other harmful materials. Fuels, oils, bitumen, calcium chloride, cement, or other contaminants that would contribute to water pollution shall not be dumped into or placed where they will leach into storm drains, rivers, streams, irrigation ditches, or reservoirs. If operating equipment in streambeds or in and around open waters, protect the quality of ground water, wetlands, and surface waters.
- C. The Contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the duration of the contract. Contractor shall comply with applicable NPDES permits and Storm Water Pollution Prevention Plan (SWPPP) requirements.

- D. Contractor shall comply with all applicable EPA, Cal EPA, Cal Recycle, DTSC, SCAQMD, local, state, county and city standards, rules and regulations for hazardous and special waste handling, recycling and/ disposal. At a minimum, Contractor shall ensure compliance where applicable with SCAQMD Rule 1166, CCR Title 8, Section 5192, 29 CFR Subpart 1910.120, 49 CFR Part 172, Subpart H, 40 CFR Subpart 265.16 and CCR Title 22 Section 6625.16. Contractor shall provide OCTA a schedule of all hazardous waste and special or industrial waste disposal dates in advance of transport date. Only authorized OCTA personnel shall sign manifests for OCTA generated wastes. Contractor shall ensure that only current registered transporters are used for disposal of hazardous waste and industrial wastes. The Contractor shall obtain approval from OCTA for the disposal site locations in advance of scheduled transport date.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
 3. Incidents impacting the environment, i.e. spills or releases on Authority 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 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, Investigative photos of the existing conditions and area around the injury/incident scene, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within

seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
3. OSHA Recordable Injury / Illness: includes an injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 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.

1.5 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.

1.6 WARNING SIGNS AND DEVICES

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

1.7 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Construction Industry Institute (CII)
- E. Board of Certified Safety Professionals (BCSP)
- F. OCTA Yard Safety Rules

END OF SECTION

EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

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

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

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

**EXHIBIT H: PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL
DOCUMENTS**

PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL DOCUMENTS

Offeror is required to submit one copy of the completed and signed form as part of its proposal and it should be included only in the original proposal. Offeror shall complete either Option 1 or Option 2 which ever applies.

Option #1: Public Records Act Indemnification Agreement

By signing below, the Proposer agrees as follows regarding its Proposal:

If Authority receives a Public Records Act request (Government Code sections 6250 et seq.) which seeks any portion of Proposer's proposal that the Proposer has marked as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation (the "PRA Documents"), the Authority will notify the Proposer of the request. The Proposer shall, within three business days of such notification from the Authority, inform the Authority as to whether it desires the PRA Documents to be withheld, and shall thereafter timely provide a legal basis for each such requested withholding. If the Authority determines to withhold the PRA Documents, Proposer shall indemnify and defend Authority from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs.

Proposer shall pay all costs, immediately as they come due, pertaining to any action under the Public Records Act related to any portion of Proposer's proposal marked or designated as described above, and withheld by Authority. If the Proposer fails to notify the Authority in writing within three business days, or to timely provide a legal basis for the withholding of documents, Proposer agrees that Authority shall release and disclose Proposer records, notwithstanding any marking or designation of the PRA Documents.

In no case shall Authority be liable for any inadvertent disclosure of any Proposer proposal documents, or any disclosure made by Authority upon a good faith belief that disclosure is required by law, or in the event Proposer has failed to notify the Authority in writing of its desire to withhold the PRA Documents within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such PRA Documents, and Proposer waives any claims it may have had related to such disclosure.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____

Option #2: Non-Applicability

This Proposer has not marked any portion of its proposal as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____