

DRAFT

REQUEST FOR PROPOSALS (RFP) 9-1621

OC ACCESS ELIGIBILITY DETERMINATION 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:	November 26, 2019
Pre-Proposal Conference Date:	December 18, 2019
Question Submittal Date:	January 3, 2020
Proposal Submittal Date:	February 4, 2020
Interview Date:	February 20, 2020

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NOTICE OF REQUEST FOR PROPOSALS

(RFP): 9-1621: "OC ACCESS ELIGIBILITY DETERMINATION SERVICES"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified contractors to provide OC ACCESS eligibility determination services. The budget for the initial three-year term is \$2,430,000. This project includes a two-year option term.

Proposals must be received in the Authority's office at or before 2:00 p.m. on February 4, 2020.

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

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

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

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

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

Firms interested in obtaining a copy of this Request for Proposals (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 9-1621, firms and subcontractors 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>
Security, Safety and Health	Health Services
Services	Safety Training
Professional Consulting	Training

A pre-proposal conference will be held on December 18, 2019, at 9:00 a.m. at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 07. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established February 20, 2020, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

Offerors are encouraged to subcontract with small businesses to the maximum extent possible.

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

The award of this contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Work.

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on December 18, 2019, at 9:00 a.m. at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 07. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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

D. AUTHORITY CONTACT

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

Sue Ding, Sr. Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5631, Fax: 714.560.5792
Email: sding@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 contractor 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. sding@octa.net

E. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section E.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on January 3, 2020.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: sding@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than January 9, 2020. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Sue Ding, Sr. Contract Administrator.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subcontractors 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:

Security, Safety and Health
Services
Professional Consulting

Commodity:

Health Services
Safety Training
Training

Inquiries received after 5:00 p.m. on January 3, 2020 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on February 4, 2020.

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

2. Address

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

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

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

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

3. Identification of Proposals

Offeror shall submit an **original and 5 copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show

the Offeror's name and address and clearly marked with RFP number. In addition to the above, Proposers shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format, on a CD, DVD, or flash drive.

4. Acceptance of Proposals

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

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying firm-fixed unit prices for each individual assessment completed as specified in the Scope of Work, included in this RFP as Exhibit A.

L. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

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

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

M. CODE OF CONDUCT

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

SECTION II: PROPOSAL CONTENT

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A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Sue Ding, Sr. Contract Administrator and must, at a minimum, contain the following:

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

3. Technical Proposal

All proposals shall include information as to the firm's ability to fulfill the requirements in these areas:

- Staff Requirements and Policies
- Training

- Facilities and Equipment
- ADA Eligibility Assessment Process
- OC ACCESS Customer Reduced Fare ID processing
- Documentation and Reporting
- Performance Standards

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (5) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.
- (6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work

performed. Offeror may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the method, which will be used by the Offeror to manage the project as well as identify key personnel assigned.

Offeror to:

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

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.

- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Furnish a project schedule for completing the tasks in terms of elapsed weeks.
- (4) Proposal shall include Call Flow diagrams and any other documentation necessary to provide OCTA with an understanding of the capabilities of the proposed Call Center systems.
- (5) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (6) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (7) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

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

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations

that receive a “fail” status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a “fail” status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a “fail” status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

4. Cost and Price Proposal

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

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

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

Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal and it must be included in only the **original** proposal.

2. Status of Past and Present Contracts Form

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

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its proposals and it should be included in only the original proposal.

3. Proposal Exceptions and/or Deviations Form

Offerors shall complete the form entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submit it as part of the original proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

The Authority will evaluate the offers received based on the following criteria:

- 1. Qualifications of the Firm 20%**

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 30%**

Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
- 3. Work Plan 30%**

Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Cost and Price 20%**

Reasonableness of the total price as well as the individual tasks; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

An evaluation committee will be appointed to review all proposals received for this RFP. The committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written proposals using criteria identified in Section III A. A list of top-ranked proposals, firms within a competitive range, will be developed based upon the totals of each committee members' score for each proposal.

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established February 20, 2020, 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 Transit 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

OC ACCESS ELIGIBILITY DETERMINATION SERVICES

I. INTRODUCTION/OVERVIEW

BACKGROUND

The Orange County Transportation Authority (OCTA) holds statutory responsibility for the planning, management, administration, and operation of transportation and public transit services throughout Orange County. In addition to the operation of fixed-route bus services countywide, OCTA provides “complementary paratransit” service, which is curb-to-curb, accessible, demand-responsive transportation pursuant to the requirements of the Americans with Disabilities Act (ADA). In Orange County, this complementary paratransit service is called OC ACCESS.

The Americans with Disabilities Act of 1990 guarantees equal opportunity for individuals with disabilities in employment, public accommodations, transportation, state and local government services, and telecommunications. The transportation provisions of the ADA focuses on acquisition of accessible vehicles by public and private entities, requirements for complementary paratransit service by public entities operating a fixed-route system, and the provision of nondiscriminatory accessible transportation service.

The ADA mandates that each public entity operating a fixed-route transit system provide complementary paratransit service to individuals whose functional disabilities prevent use of accessible fixed-route bus and rail systems. The level of service for these individuals is to be comparable to the level of service provided to individuals without disabilities. The paratransit service is intended to be comparable to the fixed-route system in specific listed criteria such as days and hours of service, fares, service area, and response time, etc. It is to serve strictly defined categories of individuals with functional disabilities as described in this document which reflect federal ADA and OCTA guidelines for eligibility (**See Attachments 1 and 2**).

The ADA requires that each public entity establish a certification process for determining ADA paratransit eligibility for complementary paratransit service. The eligibility criteria are designed to limit ADA Paratransit Eligibility to only those individuals whose disabilities prevent them from using accessible fixed-route bus or rail services. Additionally, the ADA regulations specify that recertification may be required at reasonable intervals.

All individuals who apply for ADA eligibility certification for OC ACCESS service, including all those who are being recertified for eligibility, are required to participate in an in-person functional assessment. OCTA wants to ensure that all applicants are evaluated fairly. Conducting an in-person assessment provides an opportunity to clarify information on the application and better determine a person’s eligibility for the services based on ADA guidelines. As required by the ADA, the certification process may not exceed 21 days.

II. CURRENT OCTA ADA CERTIFICATION

A. ORGANIZATION

The administration and management of the ADA paratransit eligibility certification process are located within the Paratransit Service Department in the Operations Division of OCTA.

The management of this function comes under the ADA Section Manager, who reports to the Manager of Paratransit Services.

The OCTA Eligibility staff performs the following functions:

- Respond to telephone inquiries from applicants for ADA paratransit eligibility;
- Receive and review a minimum of 25 percent of the completed eligibility determinations from the Contractor to ensure proper documentation and clarity in the eligibility determination;
- Mail determination letters to applicants; and
- Monitor the processing of applications by recording key time points in the applicants' computer records.

B. CERTIFICATION PROCESS

Obtaining Information for Application Process

Individuals who are interested in becoming eligible to utilize OCTA's ADA paratransit services can receive application processing information for ADA paratransit service by calling the OCTA Eligibility Section or the Eligibility Contractor directly at 714-560-5956, extension 2, or on the OCTA website (www.octa.net), or from selected major social service agencies within the County. (**See Attachment 3**)

Submission to Contractor

Applicants call Contractor to schedule an in-person assessment and transportation to/from assessment site, if needed. On the day of the assessment, data is confirmed for accuracy and date-stamped upon the receipt by Contractor; this date-stamp is the start of the 21-day ADA Eligibility process.

Review by Contractor

Upon making the initial appointment schedule, a computer record is opened for new applicants and a unique Identification Number (ID) is automatically assigned to track their certification. For existing clients, re-certification applications are recorded in their existing files. The clients must present a photo ID during the initial assessment.

When received, applications are date-stamped and reviewed by the Contractor staff for completeness. If information is missing or requires clarification, Contractor will request the applicant complete the application before the initial in-person assessment begins.

Determination of Eligibility

In-Person Functional Assessment

Applicants will call the Contractor to schedule an in-person assessment and request transportation, if needed. Assessments will be conducted at a facility centrally located in Orange County. Contractor staff will schedule an interview and coordinate the location, date and time of the interview.

The Contractor will receive applications via telephone, enter data into the Trapeze database and geocode the address. This information will also be confirmed at the initial in-person assessment. The appointment schedule must be turned into OC ACCESS service reservation staff no later than 3:00 p.m., two (2) days in advance of the assessment appointment date.

On the scheduled appointment date, the applicants will generally be picked up by OC ACCESS service with regular demand riders and transported to the interview site. The vehicle that drops the applicant off may or may not be the same vehicle to return the applicant home.

The in-person assessment involves a standard functional assessment, which evaluates the person's physical, cognitive, and visual limitations. The Contractor's interview staff continues with the interview until they have sufficient information to make an eligibility determination on each applicant. Once there is sufficient information, the interview is completed. The Contractor staff prepares a summary of their evaluation including the basis for their eligibility determination. They prepare the Applicant Notification Letter(s) and notify OCTA Eligibility staff via email when documentation is ready for download via a Contractor's web portal.

Review of Completed Determinations by Eligibility Staff

OCTA Eligibility staff shall review completed applications and eligibility determinations received from Contractor to ensure that the forms are complete and the justification of the determination is clear and reasonable. If a form is not complete, or additional clarification is needed, the application may be sent back to the Contractor for clarification.

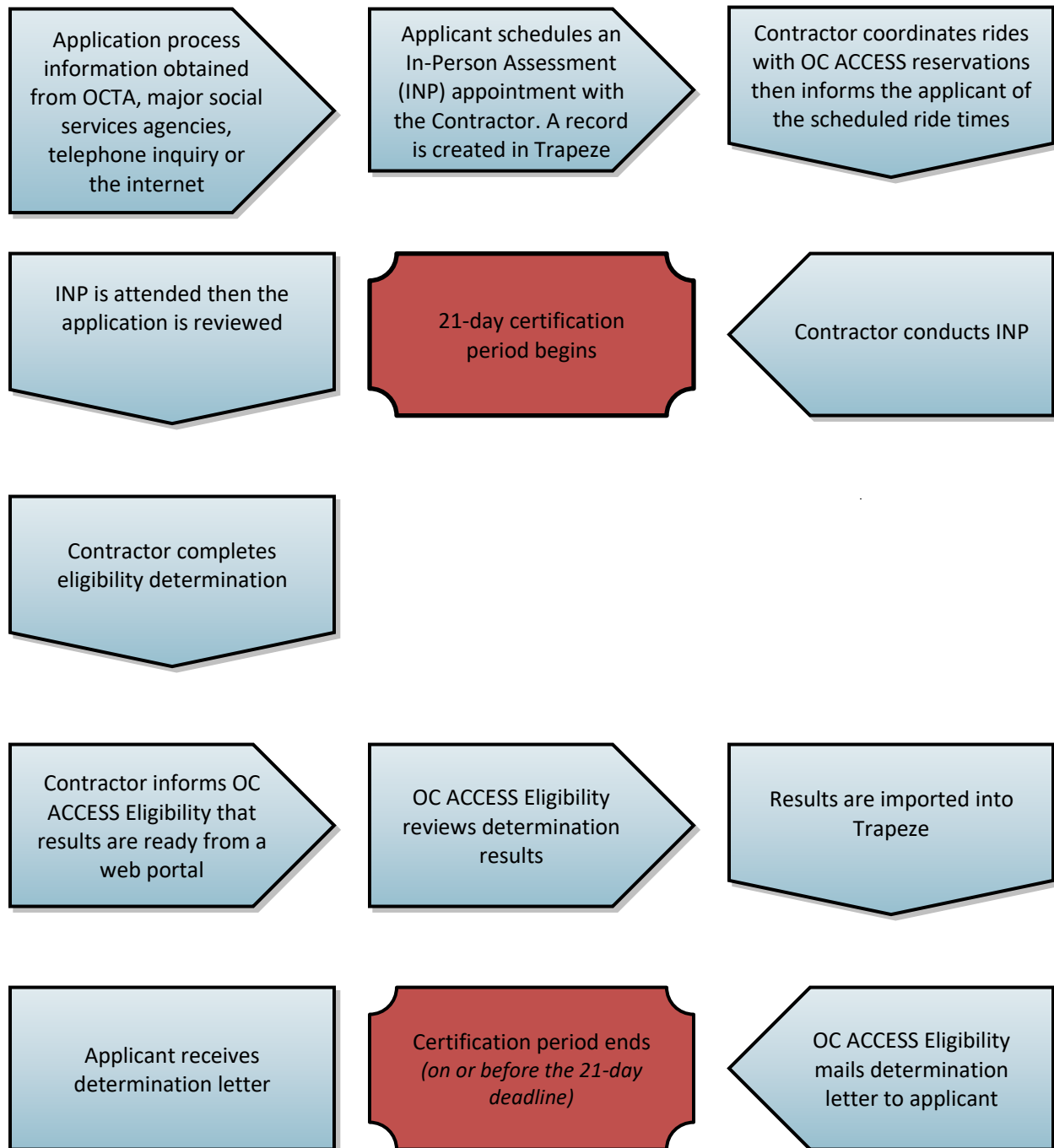
Mailing of Determination Letters to Applicants

When OCTA Eligibility staff has concluded that the determination is complete, a determination letter is mailed to the applicant by OCTA Eligibility staff along with a copy of the OC ACCESS Riders Guide

explaining how to use OCTA's ADA paratransit services. Individuals who are denied ADA paratransit eligibility are sent a letter explaining why they have been denied eligibility and informing them of their right to appeal this decision and instructions on how to submit an appeal. In addition, any ADA paratransit eligible individual, other than those receiving unrestricted eligibility, who disagrees with their determination, has the right to appeal the decision within 60 days from the dated eligibility letter.

Once the pertinent applicant's ADA eligibility assessment results are entered inclusive of digital file into the Trapeze client record, a determination letter is mailed to the applicant by OCTA Eligibility staff.

**OCTA ADA PARATRANSIT
ELIGIBILITY CERTIFICATION PROCESS**



III. DEFINITIONS

As used throughout the Scope of Work, Figures, and Attachments, the following terms shall have the meanings set forth below:

Accessible – A general term that has come to mean “usable by a person with a disability.” Can refer to equipment (a passenger lift), a service (calling out bus stops), or communication formats (TDD phones).

3/4 Mile Service Corridor - An area extending $\frac{3}{4}$ of a mile, in each direction, from an operating fixed-route line.

OC ACCESS Service – OC ACCESS service is OCTA's complementary paratransit service which began operating in October 1993. OC ACCESS is a curb-to-curb, fully accessible service for travel in the OCTA fixed-route service area for persons who have been certified as eligible.

Americans with Disabilities Act of 1990 (ADA) – Federal civil rights legislation which mandates accessibility for people with disabilities. Included is a requirement that all public transit agencies operating fixed-route bus service provide complementary paratransit service to persons functionally unable to use accessible fixed-route systems.

ADA Paratransit – Curb-to-curb public transportation service available to individuals whose disabilities prevent the use of fixed-route transit services.

Applicants – Persons who are applying for certification to use ADA paratransit service.

OCTA – OCTA shall signify the Orange County Transportation Authority.

Certification – Term that generally refers to the award of eligibility status to an applicant who has applied to use ADA paratransit service.

Determination – Evaluation of how an applicant's disability affects his/her use of public transportation and the resulting classification of the applicant into an ADA eligibility category.

Eligibility Category – As defined by OCTA, four categories which describe the situations under which an individual is determined eligible and may ride ADA paratransit services. As a result of the certification process, applicants may also be categorized Denied or Incomplete.

Federal Transit Administration (FTA) – A branch of the U.S. Department of Transportation (US DOT) established to improve transportation throughout the nation. The FTA provides funding and assistance to regional transportation agencies, among various other programs.

Fixed-Route – A defined series of stops along one or more streets between two terminal locations designated by a number and/or a name for identification internally and to the public.

Functional Eligibility – Determination of ADA paratransit eligibility based upon the passenger’s physical and/or cognitive ability to use accessible fixed-route services.

Completed Eligibility Assessment – The ADA eligibility certification assessment completed to make an eligibility determination.

Incomplete Eligibility Assessment - The ADA eligibility certification assessment not completed by applicant to make an eligibility determination.

Holidays – The official OCTA holidays are: New Year’s Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. In addition, the OCTA may direct a reduced level of service on unofficial holidays and during holiday periods.

Presumptive Eligibility – Unrestricted eligibility to use ADA paratransit services pending completion of an applicant’s certification. See “21-Day Rule.”

Reasonable Modification – Requires paratransit providers that primarily operate curb-to-curb service to make reasonable modifications for those passengers who need assistance beyond the curb so that they can use the service.

Service Contractor – OCTA’s contractor providing management and operation of OC ACCESS services.

21-Day Rule – ADA Regulations require that “if, by a date 21 days following the submission of a completed application, the entity has not made a determination of eligibility, the applicant shall be treated as eligible and provided paratransit service until and unless the entity denies the application.”¹

IV. PROJECTED APPLICATION VOLUME

The Contractor shall be responsible for establishing, maintaining, and carrying out procedures for processing and certification of all new and recertification applications for ADA paratransit eligibility.

New applications for eligibility – that is, applications received from individuals who are not currently certified as ADA paratransit eligible according to OCTA – average 498 per month between July 2016 and June 2019. In 2017, OCTA received a total of 10,302 applications and processed 5,642; 6,239 in 2018; and 6,030 in 2019 (See Attachment 4).

¹ [49 CFR 37 Section 37.125(c)]

Applications for recertification are projected to average approximately 35 percent of the total per month during the initial term of this contract [July 1, 2020 through June 30, 2022] and less than 35 percent per month during the option terms. It should be noted that from recent experience, 2019, that only 39 percent of expiring eligibilities result in applications for recertification (**See Attachment 5**).

The ADA application process consists of 100 percent In-Person Assessment. Payment will be made for only those in-person assessments completed by the Contractor.

OCTA Eligibility staff has developed an automatic renewal process to identify individuals whose eligibility determination is not expected to change. Upon eligibility expiration, these individuals will be contacted by OCTA Eligibility staff to review and update information for renewal, eliminating the need for another in-person assessment. From July 2016 – June 2019, a total of 5,410 individuals received this designation.

V. CONTRACT TRANSITION

Contractor must cooperatively participate in the transition of this service to a new Contractor if necessary. No less than forty-five (45) days prior to a new Contractor starting, participation is required in:

1. Meetings
2. Transfer of records

A transition period is defined as the forty-five (45) day period of time prior to the contract expiration date. Contractor shall participate in the smooth transition of certification services to a new Contractor, in such a manner as to ensure the transition results in minimum disruption to the processing and completion of certification determinations.

During the transition phase, OCTA Eligibility staff will conduct several meetings with the incumbent and new Contractor to discuss specific certification procedures, administration, records and the time-frame in which the transition must occur. As requested by OCTA, the incumbent must make pertinent records accessible to both OCTA and the new Contractor within three (3) days of OCTA's request.

VI. OCTA OVERSIGHT AND MANAGEMENT

Contractor performance pursuant to this project will be managed by the OCTA Paratransit Services Department which is part of the Operations Division. Project management including day-to-day oversight of the Contractor performance will be conducted by the OC ACCESS Section Manager. In the absence of the OC ACCESS Section Manager, or should this position be vacant, the Manager of Paratransit Services, or a designee, shall oversee the Contractor's performance.

VII. CHANGES TO CERTIFICATION PROCESS

During the term of this Agreement, including any extensions thereof, OCTA may choose to implement changes to the ADA paratransit certification processes described herein for the benefit of OCTA and its ADA program. In such event, OCTA shall provide Contractor with a description of the changes to be implemented, including any modification of the Contractor's requirements and responsibilities related to such change and the timing thereof.

VIII. ADA CERTIFICATION SERVICE REQUIREMENTS

The following are the requirements of this project. All proposals should include information as to the firm's ability to fulfill the requirements in these areas:

- Staff Requirements and Policies
- Training
- Facilities and Equipment
- ADA Eligibility Assessment Process
- OC ACCESS Customer Reduced Fare ID processing
- Documentation and Reporting
- Performance Standards

Staff Requirements & Policies

A. Staff Requirements

Contractor shall provide the necessary management and staff to satisfy the requirements of this Scope of Work. The following management and staffing requirements are minimums and Contractor shall exceed these where necessary to accomplish the specified Scope of Work. Proposed changes in key personnel and/or job duties are subject to prior review and approval by OCTA. Contractor will submit a resume to OCTA for any proposed replacement candidates and an interview of the proposed replacement candidate may be required.

1. Project Manager

The Project Manager shall be the person in charge of all management and day-to-day operations of the Contractor on behalf of OCTA. The Project Manager must maintain consistent and sufficient contact and communications with OCTA. OCTA intends that this communication shall establish a working partnership to ensure that OCTA's ADA eligibility certification process works effectively and efficiently to the benefit of ADA applicants and from the perspective of both OCTA and the Contractor.

The Project Manager shall demonstrate, by decision and action, competency in all aspects of OCTA's ADA eligibility certification process. The Project Manager must be knowledgeable about ADA

rules, regulations, and compliance regarding eligibility and certification. The Project Manager shall function as line supervisor of all Contractor staff assigned to OCTA's project. The responsibilities of the Project Manager include, but are not limited to, the following:

- Ensuring the in-person availability of a responsible individual with decision-making authority during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday and the possibility of limited hours on Saturdays excluding OCTA holidays;
- Recruitment, selection, hiring, and training of appropriate staff to satisfy the requirements of this Scope of Work;
- Assignment of personnel to perform the tasks specified in this Scope of Work;
- Identification and establishment of in-person assessment location, if necessary, as specified herein;
- Administration of the eligibility certification process, including the review of applications, scheduling and carrying out of in-person interviews, preparation of correspondence to applicants, and documentation of certification findings and the basis for recommended determinations.
- Attendance at meetings that OCTA may require, including, but not limited to, the monthly meeting with OCTA's Eligibility Administrator, the Special Needs Advisory Committee and the quarterly coordination meeting of OCTA and Contractor staff, as described herein;
- Preparation and submission of Contractor's monthly invoice for certification services;
- Preparation and submission of the Monthly Certification Report and other reports as may be requested by OCTA; and
- Working with OCTA staff to develop any improvements to the ADA eligibility certification process as determined appropriate to ensure an effective and efficient process.

2. Certification Staff

Contractor shall recruit, hire, train, and employ the following specialists: Physical Therapist, Certified Travel Trainer, and Psychologist. However, a staff member may possess specialties in more than one area. In addition, Contractor may recruit, hire, train and employ an Occupational Therapist, Behavioral Analyst and Allied Healthcare Professional as agreed and approved by the OCTA Section Manager. This qualified staff is necessary to meet the requirements specified herein for the administration and conduct of OCTA's ADA eligibility certification process. Personnel assigned to administer and conduct OCTA's certification process shall have the appropriate education, licensing, certification, and experience to perform the functions of their assigned positions, including, but not limited to:

- Related experience with regard to the functional assessment of individuals with disabilities along with experience working with individuals with disabilities;
- Supervisory experience as appropriate to their job assignments;
- Familiarity with OCTA public transit and OC ACCESS paratransit services and the functional abilities needed to use these public transportation services;
- Ability to work well with the elderly and individuals with disabilities;
- Good written and oral communications skills;
- Knowledge of ADA complementary paratransit regulations, including, but not limited to, the regulatory definition of ADA paratransit eligibility; and
- Thorough familiarity with OCTA's ADA paratransit eligibility certification process and competence in making determinations of ADA eligibility in compliance with federal, state, county, and OCTA regulations and policies.

B. Staffing Policies

1. Vacancy of Key Positions

If, during the course of normal employee turnover, the position of Project Manager remains open for a period in excess of thirty (30) calendar days, OCTA may, at its discretion, deduct a penalty of \$100.00 per calendar day for each day in which the position remains unfilled beyond the first thirty (30) days.

2. Assignment of Contractor Staff to OCTA Certification

To promote coordination between OCTA and Contractor, certification services for OCTA shall be assigned to a limited number of designated Contractor staff sufficient to provide these services under normal circumstances. Names of the designated staff and any changes to this staffing shall be provided to OCTA in writing.

3. Attire

The Contractor's staff shall be professionally attired when in a position to meet or interface with OCTA staff and/or applicants. OCTA retains the right to approve, in advance, any uniforms or dress standards which shall apply to Contractor staff assigned to OCTA's program.

4. Turn-over

Contractor shall take appropriate steps and actions to minimize the

turnover of employees assigned to this Agreement and to minimize the impact of such turnover if it should occur.

5. Removal of Employees

OCTA may require that any Contractor employee assigned to provide services under the Agreement be removed from work on OCTA's project for cause. OCTA may require immediate removal if, in its determination, this is warranted by the circumstances. OCTA will notify the Contractor's Project Manager, in writing, of any employee determined to be unsuitable for assignment to OCTA's project and shall provide documentation as to the basis for this determination. Unless OCTA is requiring immediate reassignment, Contractor shall, at its sole discretion, within five (5) business days of receipt of such notice, either propose to replace the employee or present to OCTA a plan for correcting the employee's performance deficiencies within a 30-day period thereafter. If either OCTA rejects the plan or the employee's performance deficiencies are not corrected to OCTA's satisfaction within the 30-day period, the Contractor shall immediately replace the employee.

6. Language

All Contractor staff assigned to OCTA's project shall be fluent in both written and spoken English and Spanish. The Contractor must provide the Language Line for all other language interpretations. Applicants not fluent in English may bring their own translator to the assessment appointment.

Training

A. Training of Certification Personnel

All training of Contractor staff shall be the responsibility of the Contractor. Contractor shall develop and provide a training program sufficient to meet the transportation, ADA, and eligibility certification requirements as stated under Section A.2, Contractor Staff. The Contractor's training program shall be reviewed and approved by OCTA staff prior to implementation.

Prior to their assignment to OCTA's project, each employee shall receive, at a minimum, the following training:

- Contractor's training program as described above;
- OCTA orientation on OC ACCESS services, policies, and procedures, to be provided by OCTA staff; and
- Training in sensitivity issues regarding working with individuals with disabilities. All Contractor staff involved in the certification process or coming into contact with applicants, including the Contractor's Project Manager, shall receive this training.

B. Training of OCTA Certification Staff

On an annual basis, Contractor shall permit up to four (4) OCTA staff to attend and participate in the Contractor's training program for application review/eligibility determination conducted for their own staff as described in Section A, above, at no additional cost to OCTA. OCTA shall be responsible for any travel and parking costs incurred by OCTA employees attending such training.

ADA Eligibility Application Processing

OCTA Eligibility staff will provide applications to applicants upon request for ADA paratransit eligibility, which shall be properly completed and signed. Applicants are responsible for contacting OCTA's Eligibility Contractor to schedule an in-person assessment. Contractor shall be responsible for the receiving and processing of applications to determine and make recommendations on each applicant's eligibility in accordance with ADA and OCTA policy. Contractor shall develop, implement, and follow procedures to accomplish the processing of certification applications, including, but not limited to, the following:

A. Eligibility Determination

Contractor shall utilize a 100 percent in-person assessment process to determine an applicant's eligibility to utilize ADA paratransit services. The determination of eligibility shall be based on the applicant's functional and cognitive abilities to independently utilize public fixed-route transit services, as indicated by review of the information provided in their application and in-person assessment of functional and cognitive transit-related skills. It is expected that the Contractor shall follow an in-person interview process which includes, but is not limited to:

The method of data entry to be used will be OCTA's Trapeze Eligibility software accessed via the OCTA Citrix portal. Data can be transferred back to the Contractor if requested. OCTA will provide a nightly extract of data in a text or CVS file format.

The electronic Trapeze interface will include the following components:

- Design and configure a daily and nightly extract of the Excel data file
- Parse and import customer information and to determine adding/updating customer records. Reject bad records and separate into an "exception" file.
- Error reporting and notification.
- Testing, installation, configuration and implementation.

The Contractor's staff will be trained by OCTA Eligibility staff on the use of Trapeze Appointment and Customer Tabs utilizing a copy of Trapeze.

The Trapeze training will include the following components:

- OCTA's Eligibility staff will conduct an eight-hour training, to include a training manual, for the Contractor's Project Manager to serve as the Trapeze Leader for Contractor staff.
- Once the Contractor's Project Manager has completed the eight-hour training session, the Project Manager is expected to produce all training materials for staff and hold a training session for all Contractor staff.

In-Person Interview: Applicant will contact OCTA's Eligibility contractor's Helpline by telephone to schedule an in-person interview that is required to complete their application process. Contractor will be responsible for scheduling this interview with the applicant, including OC ACCESS transportation to and from the interview, if needed by the applicant. At this time, Contractor will search Trapeze's database for previous records to avoid creating duplicates, if the record does not exist, a new record will be created and geocoded.

Interviews will be scheduled a minimum of five (5) days in advance unless an earlier appointment is specifically requested and/or accepted by the applicant. Interviews will be scheduled at the Contractor's assessment facility with scheduling availability. Once an interview is scheduled with the applicant, Contractor staff will coordinate the transportation requirements directly with OCTA's ACCESS Service. It is the Contractor's responsibility to notify applicants of their pick-up and drop-off times (given in 30-minute "windows") if transportation is provided by OC ACCESS Service.

The in-person interviews involve standard functional, visual, and cognitive tests. The Contractor's interview staff continues with the interview until they have sufficient information to make an eligibility determination on each applicant. Once they have sufficient information, the interview is completed, unless the customer is denied, whereas a transit walk is mandatory. The Contractor staff prepares a summary of their evaluation and the basis for their eligibility determination, prepares the Applicant Notification Letter and emails notification to OCTA's Eligibility staff that all documents for a particular date are ready to download from the web portal for print on a daily basis.

B. In-Person Assessment Protocol

For in-person assessments, the Contractor may propose its own testing protocols for assessing the functional abilities of persons with disabilities. The Contractor should be able to assess, at a minimum, the applicant's functional and cognitive abilities to perform the various skills necessary to take a trip on public transit independently, including but not limited to:

- Cross a two-lane street in a predetermined amount of time;
- Negotiate a curb or curb cut;
- Negotiate three steps, if ambulatory and/or in mobility device;

- Maneuver into a space measuring the size of a wheelchair lift platform (30 in. X 48 in.), when using a mobility device;
- Wheelchair/scooter scale - ability to weigh any mobility device and occupant (total combined weight must be under 800 lbs.)
- Gait assessment on level and uneven surfaces;
- Assessment of standing balance, both static and dynamic;
- Ability to negotiate a distance of several city blocks (660 feet);
- Ability to tell time;
- Ability to count money/change to take a bus trip;
- Recognize bus route numbers;
- Recognize landmarks;
- Use a telephone;
- Ability to remember a transit agency phone number;
- Remember directions to a location; and
- Function without danger to self and others.

C. Time Requirements for Processing

The ADA Regulations specify that “If, by a date 21 days following the submission of a completed application, the entity has not made a determination of eligibility, the applicant shall be treated as eligible and provided service until and unless the entity denies the application.”²

To enable OCTA to comply with the ADA’s “21-Day Rule,” the Contractor shall process, make a determination recommendation, document, prepare the applicant determination letter, and return all applications to OCTA Eligibility staff no later than ten (10) calendar days from the date on which the application was accepted by the Contractor as complete, with the days counted as follows:

- Day 1 is the date stamped by Contractor staff on an application indicating that the form is complete and properly signed by the applicant.
- Delays in Processing Not Due to Contractor: the counting of days shall be temporarily stopped:
 - The counting of days shall start on the day that the application is received and the in-person assessment is conducted.
- Determinations Requiring Clarification: if, upon review by OCTA Eligibility staff, an application is returned to the Contractor for clarification of the summary of assessment findings or basis for the recommended determination, the counting of days shall resume with the day the application package is ready for transmission to the Contractor and end when it is once again received by OCTA.

To document and monitor the number of days as described above, the “Official Use” section on page 1 of the Application for ADA Paratransit

² 49 CFR 37 Section 37.125 (c)

Service shall be used to record the processing of each application and the dates on which processing stops and restarts.

Documentation and Reporting

A. Documentation of Eligibility Determination

Contractor shall fully document the processing of each application, the assessment findings and determination of eligibility, denials, or incomplete applications for OC ACCESS services. All documentation will be written or typed so that it can be easily read and understood by OCTA staff, applicants, and Eligibility Appeals Board members. Documents should be transmitted electronically to OCTA. Contractor shall be responsible for:

1. Completed Evaluation

Contractor shall be responsible for the preparation and submission of a completed evaluation for each application processed and/or applicant interviewed. Each "completed evaluation" shall include documentation of the full and complete answers to each pertinent evaluation question noted by the Contractor staff conducting the analysis, a detailed written explanation of the basis for the Contractor's determination, and the eligibility recommendation. This documentation may take the form of a checklist or other format which is developed by the Contractor and subject to approval by OCTA prior to implementation.

2. Determination Letters

The Contractor shall be responsible for the preparation of Letters of Determination to be sent to each applicant notifying them of the determination which has been made on their application for ADA paratransit eligibility. OCTA shall provide the Contractor with the format and text for the determination letters to be prepared by the Contractor and returned to OCTA for each applicant. These letters will be forwarded to OCTA and mailed by OCTA. It should be noted that all correspondence prepared by Contractor on behalf of OCTA and information materials shall be approved by OCTA prior to use.

B. Monthly Certification Report

On a monthly basis, Contractor shall prepare a Monthly Certification Report which shall be submitted to the OCTA Section Manager with the monthly invoice on or before the 10th business day of the following month. The Monthly Certification Report shall include at a minimum, the following:

1. The data on completed determinations and applications in processing shown in **Figure 3**;
2. The number of in-person assessments conducted by day at each testing

- facility during the month;
3. A listing of applicants who were no-shows and cancellations during the month by date of no-show or cancellation;
 4. A list of qualified applicants for auto-renewal;
 5. A list of qualified applicants for travel training;
 6. A daily roster of individuals for whom an eligibility determination was completed during the month, listing the following data:
 - Applicant name;
 - OCTA identification number;
 - Date of completed determination;
 - Recommended eligibility;
 - Disability code;
 - Assessment type [In-Person];
 - Testing facility location for in-person assessments; and
 - Name of Contractor's certification analyst who completed the Determination.
 7. Such other data and reporting as may be requested by OCTA. Modifications and additions to the recommended reporting may be proposed by Contractor and are subject to approval by OCTA.

FIGURE 3
DATA REQUIRED IN MONTHLY CERTIFICATION REPORT

Completed Determinations

Type of Application	Application Determination	Eligibility Recommendation					
		Unrestricted	Trip-by-Trip	Conditional	Temporary	Denied	Incomplete
New Applications	In-Person Assessment						
	Subtotals						
Recertifications	In-Person Assessment						
	Subtotals						

Tracking of Applications

As of: Fill in Date

New Applications	
Carried over from prior month	
Received during month	
Completed during month	
In-process at end of month	

Recertifications

Detail of In-Process Applications

C. Attendance at Meetings

Contractor's Project Manager and, as appropriate, designated Contractor staff shall attend meetings with OCTA on a regular basis to review the ADA certification process, review Contractor's performance, identify areas for analysis and improvement, and to effect training of and coordination between OCTA and Contractor staff. Regular meetings shall include:

- Monthly Certification Meeting of the Contractor's Project Manager with OCTA's Section Manager;
- Quarterly Special Needs Advisory Committee Meeting involving the Contractor's Project Manager upon request; and
- Quarterly Certification Coordination Meeting of OCTA and Contractor staff.

These meetings are intended to facilitate coordination between OCTA Eligibility staff and the Contractor staff designated and assigned to OCTA eligibility certification.

The locations and times of these meetings shall be determined by OCTA, with the exception of the Quarterly Certification Coordination Meeting, the time and location of which will be coordinated between the Contractor's Project Manager and OCTA's Section Manager.

In addition to these regular meetings, Contractor's Project Manager may be requested to attend and participate in other meetings relating to OCTA's ADA certification process.

D. Customer Comments

All applicants and other individuals contacting the Contractor wishing to make a comment on the ADA eligibility certification process shall be referred by Contractor staff to OCTA's Customer Relations department at (714) 560-5700.

Comments received by Customer Relations will be tracked and forwarded to the Paratransit Services Department and, if appropriate, sent to the Contractor for investigation and response. Customer comment responses must be submitted to OCTA's Section Manager, in writing, within five (5) business days.

E. Retention of Files and Records

All files and records relating to the processing of applications and the provision of services under this Agreement which are not returned to OCTA shall be retained by Contractor for period of one (1) year. Upon request from OCTA, such records will be made available for review and copying at Contractor's offices during normal business hours.

Performance Standards

Performance standards are included to encourage high quality and effective services, as well as, in recognition of the ADA-required time parameters for processing ADA applications. For the initial sixty (60) days of operation under this contract, OCTA and Contractor will monitor performance of Contractor against the following performance measures to ensure that standards have been established which are appropriate and fair. During this period no incentives or penalties will be assessed.

The following performance standards shall be used by OCTA to monitor the services of the Contractor and the incentives and penalties may be applied at the sole determination of OCTA:

A. Recommendations for Improvement

OCTA encourages the Contractor to make suggestions and recommendations to improve the ADA eligibility certification process. An incentive payment may be awarded to the Contractor for any suggestion or recommendation which OCTA determines to implement and results in a measurably more effective and efficient process during the term of this Agreement. This incentive payment is \$150.00 per implemented suggestion or recommendation and will be provided to the Contractor thirty (30) days after implementation and review of effectiveness.

B. Contractor No-Show for Interview

Failure to provide Contractor staff to conduct scheduled interviews on a scheduled day at a scheduled site shall result in a Contractor no-show. A Contractor no-show is defined as not being available for a scheduled appointment on the scheduled day. Each Contractor no-show may result in the assessment of a \$100.00 penalty per missed interview.

C. Timely Processing of Applications

The Contractor must complete its processing of applications in a timely manner to meet ADA requirements. Each evaluation and the completed documentation must be returned to OCTA within ten (10) calendar days of receipt of the signed applications. Penalties may be assessed and incentives awarded according to the following criteria:

- Achievement of an average processing time during any month of ten (10) days or less will result in an incentive award to Contractor of \$500.00 for that month;
- Failure to meet timely processing requirements will result in a penalty of \$300.00 per late application for that month.

Contractor performance on these criteria may be determined by OCTA through sampled analysis of a random selection of completed determinations during each month.

D. Completed Documentation

The Contractor must ensure that its documentation is complete when submitted to OCTA. Evaluations not fully documented or which require clarification will be considered incomplete. Each evaluation determined to be incomplete by OCTA will be returned to the Contractor for completion. Penalties will be assessed and incentives awarded according to the following criteria:

- Failure to meet the completed documentation requirement for each application completed in any calendar month will result in a penalty to Contractor of \$100.00 per incomplete application.

Before assessing penalties, OCTA will use the following procedure:

- OCTA will notify the Contractor of its intent to assess a penalty;
- Contractor will be given an opportunity to demonstrate that the Contractor could not reasonably have prevented the failure.
- Failures caused by actions of OCTA staff, natural disasters, or extreme and unusual weather or traffic conditions will be considered not preventable.
- Any such claim must be supported by adequate documentation.
- If OCTA determines that the failure was not preventable, then the penalty will be waived.

OCTA's decision to waive the assessment of any penalty will in no way affect OCTA's right to assess a penalty for a similar failure in the future and will in no way affect the Contractor's obligation to meet the associated performance standard.

Continued non-performance of Contractor and/or serious violation of service standards may result in the assessment of penalties up to and including termination of contract.

Facility and Equipment

A. Assessment Facility

Eligibility assessments are currently conducted in a 5,504 square-foot facility. The facility is designed to simulate a real-life public transit experience in a safe and controlled environment. The facility includes a 40-foot fixed-route bus, street curb cuts, sidewalks with different surfaces, landmarks, and a traffic signal with activated crossing. Contractor must propose a suitable office facility to accommodate the personnel and equipment necessary for the administration and management of the OCTA eligibility assessment process.

OCTA requires that the facility be centrally located within Orange County and in close proximity to OCTA's offices, located at 600 South Main Street in Orange, to facilitate efficient coordination between OCTA and Contractor

staff.

The facility must have appropriate space to conduct functional assessments as required under this Scope of Work. Contractor shall provide all furniture, furnishings and equipment and Contractor shall be responsible for all costs associated with the testing facility including, but not limited to, utilities, security, rent, maintenance, and insurance.

The facility shall have a private interview room, a waiting area and accessible bathroom facilities for staff and applicants. The facility must be air conditioned and heated, appropriately furnished and decorated so as to present a professional and quality public image.

The facility shall be fully and easily accessible to the disabled and in compliance with all ADA, California Title 24, and other State, County and City accessibility requirements.

The facility shall be subject to prior approval by OCTA, as well as, periodic inspection by OCTA staff. If a facility is deemed by OCTA to be inadequate for conducting in-person assessments under the terms of this Agreement, OCTA may give Contractor notice in writing requiring the remediation of specified shortcomings or the securement of an alternate assessment facility. Such notice will generally provide Contractor with a period of thirty (30) days to make such corrections unless the condition is one of public health or hazard, in which case a shorter period or immediate action may be required. In the event that the site becomes unavailable and an alternate site is identified as a replacement, Contractor shall notify OCTA in writing at least three (3) months prior to relocation.

B. Testing and Office Equipment

Contractor shall also be responsible for the provision of any and all office equipment and supplies needed for the conduct of services under this Agreement including, but not limited to, copiers, facsimile machines, computer hardware and software, and telephone and TDD equipment.

Contractor shall be responsible for the provision of any and all equipment necessary to conduct in-person functional and cognitive assessments, including, but not limited to visual aids, audio visual equipment, grip test devices, and mock-ups of bus steps and lift platforms.

OCTA shall provide the Contractor with printed applications with the format and text for the summary of eligibility and determination letters to be prepared by the Contractor and returned to OCTA for each applicant. Other forms and letters required for the efficient processing and documentation of the certification process shall be developed by the Contractor in cooperation with OCTA Eligibility staff and shall become, pursuant to the terms of this Agreement, property of OCTA.

C. Customer Reduced Fare ID

Customers who are approved for OC ACCESS certification will receive an OC ACCESS Reduced Fare photo ID card for use on the OCTA fixed-route bus service. Contractor shall be responsible for providing photographs, unique OC ACCESS ID number(s), and completed ADA Eligibility Applications to OCTA staff for processing of OC ACCESS Reduced Fare photo ID cards. Reduced Fare ID cards will be mailed to recipient(s) by OCTA Eligibility staff.

D. Communications Systems

Calls from Applicants and existing clients are received by OCTA-owned numbers and are forwarded automatically to a telephone number provided by the Contractor. This Contractor-provided number must be capable of handling multiple simultaneous calls (see Performance Standards). The Contractor must provide OCTA with this telephone number at least twenty (20) business days in advance of the start date or cut/over date.

OCTA must be notified in writing ninety (90) days in advance of any changes to Contractor's number and/or changes to the Contractor's telecommunications service provider for their inbound lines and/or circuits supporting the services provided by Contractor to OCTA. As part of the proposal, Contractor shall provide information regarding the maintenance/support for Contractor's telecommunications systems and equipment, including service level response times. Purpose of such information is to assure OCTA of Contractor's speedy resolution on issues affecting OCTA client calls.

TDD calls are not forwarded and a new 800 number will be established by the Contractor as noted below in Performance Standards.

Contractor shall provide its own administrative office telephones, fax, TDD and any other communications needed. Under no circumstances shall non-OCTA customer, business, or personal calls be directed or transferred through OCTA-owned numbers. Use of OCTA-owned telephone numbers is restricted to OCTA staff and customers. OCTA shall not release or sign "Responsible Organization" or "Letter of Agency" forms for OCTA-owned telephone numbers.

Contractor shall be responsible for providing and maintaining all required telecommunications services and equipment for this operation. This includes, but is not limited to:

- Local Exchange Carrier services
- Long distance and data circuit services
- ACD or other Call Center System
- Voicemail
- Music On Hold

- Telephones, Headsets, etc.

In the event of outages and/or systems downtime during business hours, affecting the Contractor's ability to answer incoming calls, or provide service to clients, the Contractor shall inform an OCTA authorized representative within thirty (30) minutes or less from the start of the outage. Contractor shall provide a description of the issue's effect to OCTA clients, actions being taken to resolve the issue, and an estimated time for resolution. Hourly reports on the status of resolution shall be provided to OCTA unless another reporting interval for this incident is agreed upon by both Contractor and OCTA.

Performance Standards

1. Call Volumes and Call Center

Current call volumes average 1,250 calls per month. Growth of up to 15 percent over the initial term of this Agreement is anticipated

Contractor shall provide voice telephone services for certification inquiries and return of calls from Contractor staff to applicants, their guardians, and/or health care providers, including sufficient telephone lines to handle normal outbound calls during peak inbound periods. See attached for a report with hourly call volumes for two (2) high call volume days.

Contractor shall provide sufficient staff to handle the stated call volumes and peak periods such that average wait times for each month are less than 2.5 minutes (150 seconds) and the maximum wait time for each month is less than ten (10) minutes.

Proposal shall include Call Flow diagrams and any other documentation necessary to provide OCTA with an understanding of the capabilities of the proposed Call Center systems.

2. Call Center Reporting Requirements

Contractor shall provide system reports from their Call Center or ACD system which show the following metrics on a monthly basis:

- Number of Calls Offered
- Number of Calls Handled
- Number of Calls Abandoned
- Calls Handled Percentage
- Service Level in 150 Seconds
- Average Speed of Answer
- Average Talk Time
- Average Wait Time
- Inbound Total Talk Time
- Outbound Total Talk Time

- Number of Outbound Calls
- Number of Transferred Calls – Transferred back to OCTA
- Number of Transferred Calls – Transferred within Contractor's Operations
- Transferred Calls Percentage
- Average Handle Time (Outbound)
- Longest Wait Time (Inbound)
- Number of Short Calls [Calls routed to an agent which then end in ten (10) seconds or less]
- Number of Return to Queue Calls (Calls routed to an agent which are then routed back to Queue)

In addition to the statistics and reports listed above, Contractor shall also provide additional reports & statistics to OCTA upon request. These reports may include, but are not limited to: busy hours, call traffic (hour, day, week, and month), transfer destination tracking, cradle to grave call trace, call termination reason, and system utilization reports. Contractor shall provide sample reports in proposal and indicate if any of the reports/statistics requested cannot be provided.

3. Telephone Device for the Deaf (TDD)

Contractor shall provide TDD/TTY support for the hearing impaired. A separate, dedicated, toll-free telephone line to this device will be provided by the Contractor for communications with applicants who are hearing-impaired. Unit will be installed in a location where calls will be promptly answered during all normal hours of certification office operation. Unit must have printer capability and all calls to/from this unit shall be printed and kept on file for review by OCTA. Printouts of calls must be made available to OCTA upon request. In the event of malfunction, a replacement or spare must be made available within two (2) hours. In the event this is not possible, Contractor shall arrange for calls to be routed to a relay service at Contractor's expense. Contractor shall maintain staff trained to assist callers using this unit. At the termination of Contractor services under this Agreement, OCTA will have the option of becoming the Responsible Organization for the toll-free TDD phone number established. Contractor shall provide monthly reports for TDD showing the number of calls, both inbound and outbound, and call durations.

4. Contractor Administrative Telephones

Contractor is responsible for the installation and maintenance of sufficient telephone lines and equipment to support the Contractor's administrative requirements so that OCTA applicant/client telephone lines are not utilized for administrative purposes and stated performance measurements are met.

5. Facsimile Transmission

For the purpose of expedient transmission of documents and other communications between the Contractor and customers, Contractor shall provide means for the customer to submit any documentation via facsimile number. This FAX number will be installed and operational in the Contractor's office facility no later than one (1) week prior to initiation of services under this Agreement and shall be promptly repaired and operational in the event of failure so that FAX service is reestablished within one business day.

6. Call Recording

Contractor is responsible for Call Recording solution that includes the ability for recorded calls to be emailed to OCTA using either .wav, MP3, or WMA format. Call Recording is for the purposes of quality control for customer service enhancement, staff training, and improvements, and also for customer dispute resolution. Contractor shall record 100 percent of incoming and outgoing Applicant/Client calls during all hours and days of operations. Contractor shall provide OCTA with recorded calls in .wav, MP3, or WMA format, within twenty-four (24) hours of request by OCTA. Alternatively, Contractor can provide OCTA with the ability to access the call recordings directly from Contractor's system. In this event, Contractor must train OCTA on how to access, how to use this system, and how to convert recordings to one of the approved formats. Contractor shall maintain and document HIPAA compliance for all call recordings, and provide proof of such if audited or upon request by OCTA. Recordings shall be stored and available to OCTA upon request for a minimum of one hundred twenty (120) days.

Information Technology

Contractor shall be responsible for providing and managing the labor and resources to effectively and competently operate and maintain its own technology assets as well as the information technology (IT) provided to the Contractor by OCTA that are required to be used for the Agreement as described within this scope of work. Contractor shall be capable of, and responsible for, adapting to evolutions in the technology assets. Contractor is responsible for all training and certifications required to effectively and competently operate and maintain such assets (**See Attachments 6 and 7**).

Working with OCTA's Project Manager, the Contractor shall participate in strategic planning with other OCTA representatives to address and plan future technology needs in the operation over the term of the Agreement. It is the intent of OCTA to continually upgrade existing technologies and introduce new technologies throughout the term of the Agreement and any extensions thereof. Contractor shall cooperate and assist OCTA in the planning, implementation and assessment of

technology activities and systems.

A. Information Technology Assets Provided by OCTA

1. Systems Software Licensing

There is one major OCTA-owned system to be administered, operated, and supported by the Contractor in the operation. Contractor shall be responsible for assisting in the support for these systems via its staff and resources, and the resources provided by OCTA.

2. Trapeze Certification (Trapeze Software)

The Trapeze Certification module is used for tracking and storing all OC ACCESS eligibility information.

3. Future IT Assets

As a practice, OCTA provides for annual software and hardware maintenance agreements with the appropriate firms for assets that are deployed during the contract period.

4. Other Software Assets

At OCTA's direction, the Contractor may be required to learn and use additional software applications that shall be maintained and managed by OCTA.

B. Contractor Responsibilities for Information Technology

Contractor shall be responsible for providing and managing all other IT assets needed to support its operations under the Agreement. Contractor shall be responsible for standard IT practices and functions that result in safe, reliable, secure, and efficient IT services.

C. Computing Security

The Contractor and Service contractors shall employ rigorous security practices to ensure a safe computing environment that protects Contractor and Service contractors' respective network and IT assets, and OCTA's network and IT assets.

Contractor shall not, without OCTA approval, remove confidential customer data from Contractor's office on portable devices such as laptop computers, zip disks, portable hard drives, or USB thumb drives. Contractor shall make it a priority to protect the confidentiality of sensitive customer data.

Contractor shall maintain logs of all changes made to IT assets provided by OCTA which are operated and managed by the Contractor.

All documentation, electronic or otherwise, developed by the Contractor to support routine operations under this Agreement which are not proprietary or developed solely by Contractor shall be property of OCTA. Contractor shall maintain an inventory of such documentation which shall be subject to periodic audit by OCTA.

D. Software

Software applications shall be used by the Contractor to provide customer reservation service and customer comment processing. OCTA shall provide the following computer application:

1. Trapeze Certification, version 16 (or newer) Paratransit Eligibility Software

Trapeze Certification module uses Oracle for the application database (Special Note: This application requires minimum 17-inch computer monitor).

All licenses for the use of the Trapeze Certification software provided by OCTA shall be secured and provided by OCTA. Contractor shall have no ownership of the software, records, and data maintained and generated by this software.

2. Standard Business Software

Contractor shall be responsible for providing all software required for general administrative and business support of Contractor operations under the Agreement. At a minimum, this must include Microsoft Office Suite 365 (or newer) containing Microsoft Word, Microsoft Excel, Microsoft Access and Microsoft PowerPoint. Contractor shall be responsible for providing the necessary desktop computers to host these applications.

FEDERAL AMERICANS WITH DISABILITIES ACT (ADA) REGULATIONS
Subpart F Paratransit as A Complement to Fixed Route Services
Paratransit Eligibility – Standards

“(e) The following individuals are ADA paratransit eligible:

- (1) Any individual with a disability who is unable, as the result of a physical or mental impairment (including a vision impairment), and without the assistance of another individual (except the operator of a wheelchair lift or other boarding assistance device), to board, ride, or disembark from any vehicle on the system which is readily accessible to and usable by individuals with disabilities.
- (2) Any individual with a disability who needs the assistance of a wheelchair lift or other boarding assistance device and is able, with such assistance, to aboard, ride and disembark from any vehicle which is readily accessible to and usable by individuals with disabilities if the individual wants to travel on a route on the system at a time, or within a reasonable period of such time, when such a vehicle is not being used to provide designated public transportation on the route.
 - (i) An individual is eligible under this paragraph with respect to travel on an otherwise accessible route on which the boarding or disembarking location which the individual would use is one at which boarding or disembarking from the vehicle is precluded as provided in 37.167(g) of this Part.
 - (ii) An individual using a common wheelchair is eligible under this paragraph if the individual's wheelchair cannot be accommodated on an existing vehicle (e.g., because the vehicle's lift does not meet the standards of Part 38 of this title), even if that vehicle is accessible to other individuals with disabilities and their mobility wheelchairs.
 - (iii) With respect to rail systems, an individual is eligible under this paragraph if the individual could use an accessible rail system, but
 - (A) there is not yet an accessible car per train on the system, or
 - (B) key stations have not yet been made accessible.
- (3) Any individual with a disability who has a specific impairment-related condition which prevents such individual from traveling a boarding location or from a disembarking location on such system.
 - (i) Only specific impairment-related condition, which prevents the individual from traveling to a boarding location or from a disembarking location is a basis for eligibility under this paragraph. A condition which makes traveling to boarding location or from a disembarking location more difficult for a person with a specific

impairment-related condition that for an individual who does not have the condition, but does not prevent the travel, is not a basis for eligibility under this paragraph.

- (ii) Architectural barriers not under the control of the public entity providing fixed route service and environmental barriers (e.g., distance, terrain, weather) do not standing alone, form a basis for eligibility under this paragraph. The interaction of such barriers with an individual's specific impairment-related condition may form a basis eligibility under this paragraph, if the effect is to prevent the individual from traveling to a boarding location or from a disembarking location."

OCTA CATEGORIES OF ELIGIBILITY

There are many reasons why an individual may or may not be able to use accessible fixed route bus or rail services. In addition, there may be times when an individual may be able to use accessible fixed route bus or rail services, and other times when they cannot. Recognizing this, OCTA has four categories of ADA Paratransit eligibility: Unrestricted, Trip-by-Trip, Conditional and Temporary. In addition, applicants may be Denied eligibility or determined to be Ineligible. These categories are described below:

- a. Unrestricted. Individuals who are physically or cognitively unable to ever independently board, ride or disembark from the public bus or rail service. An example would be an individual who uses a wheelchair who is unable to maneuver their wheelchair by themselves.
- b. Trip-by-Trip. An individual may utilize ACCESS service for those trips in which their disability, due to physical or environmental barriers, prevents them from getting to or from the bus or rail stop or loading location or from boarding or disembarking from the fixed route bus or rail service. An example is an individual who uses a wheelchair and the sidewalks that he/she needs to use to get to/from the bus stops for a specific trip do not have curb cuts, thus preventing him/her from using the fixed route bus for this trip.
- c. Conditional. Individuals may use ACCESS service for those trips, which the episodic nature of their disability prevents them from making on the public fixed route bus or rail. An example would be an individual with a disability which allows them to function well at times and less well at other times – night blindness, extreme sensitivity to cold or heat, and kidney dialysis are several examples of conditions which could result in Conditional eligibility. During those days when the individual is not able to function well, he/she would be unable to use the fixed route bus and, therefore, would be eligible to use ACCESS.
- d. Temporary. ADA eligibility may be granted to individuals whose condition or functional limitations are expected to improve to the point that they would be able to utilize accessible fixed route services for all their trips as well as to individuals whose disability condition may be permanent but whose travel abilities may change with training or therapy. In these cases, the individual will be given temporary eligibility. Examples might be an individual with a medical condition or injury from which they are expected to fully recover or a person with a visual impairment who is attending mobility/orientation training which may train them sufficiently to use the fixed route bus services. Granting temporary eligibility does not necessarily mean that the recipient will eventually be denied, but that a more accurate eligibility determination can be made once training/ therapy is completed.
- e. Denied. Individuals whose disability and/or functional abilities do not prevent them from using the accessible fixed route bus services will be denied ADA Paratransit eligibility.

- f. Incomplete. An individual may be deemed to be ineligible to use ADA Paratransit services if they do not meet the Authority's minimum age or if their application is withdrawn for failure to complete the necessary information and/or certification process.

Children who are six years of age or younger and, with the assistance of an adult, are able to board, ride and disembark from an accessible fixed route bus will be denied ADA Paratransit eligibility. Because the Authority's child protection policy requires children under the age of six to be accompanied by an adult on the fixed route bus, eligibility for children of that age is based on their ability to travel with the assistance of an adult.

Applications will be deemed to have been withdrawn from the certification process if the applicant:

- does not return an application which has been sent back to them for completion of missing information and/or signatures;
- does not return or reply to repeated, documented telephone calls and letters from the Authority's Eligibility staff and/or the Certification Contractor requesting additional information or to schedule an in-person assessment; or
- fails to appear for a scheduled in-person assessment.



OCTA ADA PARATRANSIT APPLICATION

DO NOT MAIL

Please complete the application and call (714) 560-5956 ext 2 to schedule your in-person assessment. TDD (714) 560-5474

Notification of Eligibility within 21 calendar days of in-person assessment

1. PERSONAL INFORMATION – please print clearly

Last Name: _____ First: _____ Middle Initial: _____

☐ Female ☐ Male

Date of Birth

- -

Email Address: _____ Primary Language: _____

Home Address

Street _____ Apt # _____ City _____ State _____ Zip _____

Day Phone (____) _____ - _____ Evening Phone(____) _____ - _____

TDD ☐ Yes ☐ No

Mailing Address (If different from above)

Street _____ Apt # _____ City _____ State _____ Zip _____

Emergency Contact

Name: _____ Relationship: _____

Day Phone (____) _____ - _____ Evening Phone(____) _____ - _____

Do you require information in an alternate format? ☐ Yes ☐ No

If yes, please indicate: ☐ Braille ☐ Large Print ☐ Other _____

Your primary language: ☐ English ☐ Spanish ☐ Other _____

2. MOBILITY INFORMATION – please print clearly

What is your disability? _____

Which of the following mobility aids or equipment do you use?

☐ Power wheelchair

☐ Manual wheelchair

☐ Scooter

☐ Crutches

☐ Cane

☐ Walker

☐ Oxygen Tank

☐ Service Animal

☐ Other _____

Signature _____

Date _____

DO NOT MAIL THIS FORM

You must bring a valid photo identification and this completed ADA Paratransit Service application to your In-Person assessment appointment

ELIGIBILITY MONTHLY SUMMARY 2017

Month	UNR	%UNR	CON	%CON	TBT	%TBT	TEMP	%TEMP	INC	%INC	DEN	%DEN	TOTAL	RT	%RECERT	NEW	%NEW	INP INTERVIEW	%INP INTERVIEW
Jul-16	463	89.38%	3	0.58%	28	5.41%	24	4.63%	425	45.07%	0	0.00%	943	174	33.59%	344	66.41%	518	100.00%
Aug-16	557	87.17%	3	0.47%	40	6.26%	36	5.63%	358	35.91%	3	0.47%	997	218	34.12%	421	65.88%	639	100.00%
Sep-16	425	90.43%	2	0.43%	23	4.89%	18	3.83%	443	48.52%	2	0.43%	913	111	23.62%	359	76.38%	470	100.00%
Oct-16	379	84.04%	4	0.89%	31	6.87%	34	7.54%	347	43.48%	3	0.67%	798	131	29.05%	320	70.95%	451	100.00%
Nov-16	353	84.45%	6	1.44%	31	7.42%	27	6.46%	358	46.13%	1	0.24%	776	126	30.14%	292	69.86%	418	100.00%
Dec-16	318	89.58%	5	1.41%	10	2.82%	20	5.63%	342	49.07%	2	0.56%	697	86	24.23%	269	75.77%	355	100.00%
Jan-17	425	82.21%	9	1.74%	42	8.12%	33	6.38%	309	37.41%	8	1.55%	826	170	32.88%	347	67.12%	517	100.00%
Feb-17	394	80.74%	12	2.46%	42	8.61%	37	7.58%	332	40.49%	3	0.61%	820	153	31.35%	335	68.65%	488	100.00%
Mar-17	485	87.23%	6	1.08%	32	5.76%	32	5.76%	354	38.90%	1	0.18%	910	151	27.16%	405	72.84%	556	100.00%
Apr-17	360	83.33%	14	3.24%	33	7.64%	23	5.32%	416	49.06%	2	0.46%	848	167	38.66%	265	61.34%	432	100.00%
May-17	363	83.07%	9	2.06%	33	7.55%	28	6.41%	373	46.05%	4	0.92%	810	147	33.64%	290	66.36%	437	100.00%
Jun-17	308	85.32%	14	3.88%	14	3.88%	22	6.09%	603	62.55%	3	0.83%	964	112	31.02%	249	68.98%	361	100.00%
FY Totals	4830	85.61%	87	1.54%	359	6.36%	334	5.92%	4660	45.23%	32	0.57%	10302	1746	30.95%	3896	69.05%	5,642	100.00%
MONTHLY AVERAGE																			470

ELIGIBILITY MONTHLY SUMMARY 2018

Month	UNR	%UNR	CON	%CON	TBT	%TBT	TEMP	%TEMP	INC	%INC	DEN	%DEN	TOTAL	RT	%RECERT	NEW	%NEW	INP INTERVIEW	%INP INTERVIEW
Jul-17	297	79.20%	24	6.40%	31	8.27%	11	2.93%	589	61.10%	12	3.20%	964	118	31.47%	257	68.53%	375	100.00%
Aug-17	426	86.59%	22	4.47%	25	5.08%	17	3.46%	785	61.47%	2	0.41%	1,277	193	39.23%	299	60.77%	492	100.00%
Sep-17	435	82.23%	22	4.16%	29	5.48%	33	6.24%	705	57.13%	10	1.89%	1,234	200	37.81%	329	62.19%	529	100.00%
Oct-17	501	88.67%	15	2.65%	19	3.36%	22	3.89%	487	46.29%	8	1.42%	1,052	198	35.04%	367	64.96%	565	100.00%
Nov-17	537	87.75%	14	2.29%	16	2.61%	40	6.54%	362	37.17%	5	0.82%	974	197	32.19%	415	67.81%	612	100.00%
Dec-17	397	83.58%	18	3.79%	24	5.05%	32	6.74%	291	37.99%	4	0.84%	766	234	49.16%	242	50.84%	475	100.00%
Jan-18	425	79.29%	32	5.97%	41	7.65%	30	5.60%	286	34.79%	8	1.49%	822	316	58.96%	220	41.04%	536	100.00%
Feb-18	384	80.50%	29	6.08%	31	6.50%	27	5.66%	274	36.48%	6	1.26%	751	206	43.19%	271	56.81%	477	100.00%
Mar-18	476	80.54%	23	3.89%	41	6.94%	41	6.94%	372	38.63%	10	1.69%	963	185	31.30%	406	68.70%	591	100.00%
Apr-18	368	81.42%	19	4.20%	32	7.08%	31	6.86%	269	37.31%	2	0.44%	721	167	36.95%	285	63.05%	452	100.00%
May-18	512	85.05%	13	2.16%	40	6.64%	30	4.98%	290	32.51%	7	1.16%	892	234	38.81%	369	61.19%	602	100.00%
Jun-18	460	86.30%	9	1.69%	46	8.63%	14	2.63%	375	41.30%	4	0.75%	908	206	38.65%	327	61.35%	533	100.00%
FY Totals	5218	83.64%	240	3.85%	375	6.01%	328	5.26%	5085	44.90%	78	1.25%	11324	2454	39.32%	3787	60.68%	6,239	100.00%
MONTHLY AVERAGE																			520

ELIGIBILITY MONTHLY SUMMARY 2019

Month	UNR	%UNR	CON	%CON	TBT	%TBT	TEMP	%TEMP	INC	%INC	DEN	%DEN	TOTAL	RT	%RECERT	NEW	%NEW	INP INTERVIEW	%INP INTERVIEW
Jul-18	476	87.18%	9	1.65%	41	7.51%	13	2.38%	245	30.97%	7	1.28%	791	217	39.74%	329	60.26%	546	100.00%
Aug-18	612	90.53%	11	1.63%	33	4.88%	18	2.66%	309	31.37%	2	0.30%	985	231	34.17%	445	65.83%	676	100.00%
Sep-18	403	86.30%	10	2.14%	36	7.71%	14	3.00%	218	31.82%	4	0.86%	685	207	44.33%	260	55.67%	467	100.00%
Oct-18	449	81.49%	16	2.90%	66	11.98%	15	2.72%	238	30.16%	5	0.91%	789	216	39.20%	335	60.80%	551	100.00%
Nov-18	345	81.18%	30	7.06%	27	6.35%	21	4.94%	214	33.49%	2	0.47%	639	138	32.47%	287	67.53%	425	100.00%
Dec-18	299	79.31%	21	5.57%	36	9.55%	12	3.18%	230	37.89%	9	2.39%	607	156	41.38%	221	58.62%	377	100.00%
Jan-19	415	80.90%	20	3.90%	46	8.97%	26	5.07%	256	33.29%	6	1.17%	769	209	40.74%	304	59.26%	513	100.00%
Feb-19	388	82.91%	30	6.41%	27	5.77%	19	4.06%	272	36.76%	4	0.85%	740	192	41.03%	276	58.97%	468	100.00%
Mar-19	417	79.13%	33	6.26%	45	8.54%	26	4.93%	247	31.91%	6	1.14%	774	209	39.66%	318	60.34%	527	100.00%
Apr-19	406	80.88%	31	6.18%	35	6.97%	24	4.78%	236	31.98%	6	1.20%	738	181	36.06%	321	63.94%	502	100.00%
May-19	432	81.82%	27	5.11%	41	7.77%	27	5.11%	277	34.41%	1	0.19%	805	199	37.69%	329	62.31%	528	100.00%
Jun-19	346	76.89%	40	8.89%	38	8.44%	26	5.78%	251	35.81%	0	0.00%	701	187	41.56%	263	58.44%	450	100.00%
FY Totals	4988	82.72%	278	4.61%	471	7.81%	241	4.00%	2993	33.17%	52	0.86%	9023	2342	38.84%	3688	61.16%	6,030	100.00%
MONTHLY AVERAGE																			503

Forecasting data generated by OCTA and included in the RFP are based on the historical data from past three years. OCTA will not be responsible for any forecasting budget or data that proposers will be using in determining their proposed price for initial and option terms. The unit price proposed on the price summary sheet will remain firm for the entire initial and option terms. OCTA will utilize the price summary sheet from the selected Contractor to develop the total amount for OCTA Board of Directors' approval for the initial term.

OC ACCESS Eligibility Assessment Summary
Number of Applications Processed
July 2016 - August 2019

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Contract to Date
July	561	518	375	546	337	
August	551	639	492	676	302	
September	529	470	529	467		
October	499	451	565	551		
November	393	418	612	425		
December	434	355	475	377		
January	434	517	536	513		
February	500	488	477	468		
March	581	556	591	527		
April	463	432	452	502		
May	473	437	602	528		
June	538	361	533	450		
Monthly Total	5,956	5,642	6,239	6,030	639	24,506
Monthly Average	496	470	520	503	320	490



Finance and Administration Division

[Signature]
Executive Director

KP
Deputy CEO

THIRD PARTY SECURITY POLICY

Policy#: FA-IS-900.04THIRDPARTY

Origination Date: 02/27/2007

Revised Date: 01/03/2019

I. PURPOSE

The purpose of the Third Party Security Policy is to define the level of protection that the Orange County Transportation Authority (OCTA) requires for third parties to interact, manage, maintain, or utilize OCTA resources.

II. ORGANIZATIONAL UNITS AFFECTED

This policy applies to all OCTA resources, as well as all employees, third parties, or visitors that require interaction with these resources.

The intended audience of this policy is both the management of OCTA and the Security Function.

III. POLICY

The intent of this policy is to provide the necessary safeguards to ensure the safety and security of anyone who uses or provides OCTA with services.

IV. DEFINITIONS

- A. Computing Environment – a collection of computers, telecommunications and network equipment, applications, and wiring that support the processing and communications of electronic information.
- B. Contractor – any person or body that is recognized as independent of OCTA, engaged to perform services for the organization.
- C. Contracts and Purchase Orders – a legal agreement between OCTA and another entity (e.g. a corporation, partnership, or individual) describing products and/or services to be delivered.
- D. Controlled Area – any area within an OCTA property where identification, authentication, and credentialing are required to gain admittance. An example would be access to the administrative work spaces of OCTA.
- E. Credentials – the means and manner by which access is granted to a specific resource. This can include user-IDs, passwords, badges, tokens, and keys.
- F. Information Exchange Agreements – a formal agreement between two parties that describe the conditions, means, and manner under which information may be transferred.
- G. Media – any physical or technical materials used to place, keep, and retrieve data or

Finance and Administration Division
THIRD PARTY SECURITY POLICY

Policy#: FA-IS-900.04THIRDPARTY

Origination Date: 02/27/2007

Revised Date: 01/03/2019

information. Examples of media include paper files, electronic files, email, tapes, CDs, DVDs, etc.

- H. OCTA Security Function – the security group established within OCTA to assist management in directing the security strategy of the organization. The Security Function is represented by every division of the organization as members of the Security Advisory Group (SAG).
- I. OCTA Security Policies – the policies established by OCTA that define the rules for addressing confidentiality, integrity, and availability for OCTA resources (900 Series Policies).
- J. Resources – any asset of the OCTA. This includes buildings, equipment, rolling stock, parts, phones, computers, software, data, etc.
- K. Rolling Stock – the mobile assets of OCTA. This includes, but is not limited to, buses, vans, and automobiles.
- L. Sensitive Area – a section of a controlled area that is deemed as requiring additional protection due to its criticality, value, or risk to safety. Examples of potential sensitive areas include the revenue room or fuel island within a base, and the data center within a building.
- M. Sensitive Information – any information that could potentially be used maliciously to compromise the security of OCTA resources or customers. For example: the administrative passwords to a financial system, security guard rotation schedules, etc.
- N. Third Parties – any entity that interacts with OCTA but is not directly affiliated. For example: clients, contractors, sub-contractors, government agencies, vendors, unions, etc.

V. PROCEDURE

- A. The following statements will be used to ensure that OCTA has a consistent, secure manner for interacting with third parties:
 - 1. OCTA shall ensure compliance with the following standards:
 - a. An assessment shall be performed for all solicitations to determine security implications and control requirements.
 - b. Only products that are capable of compliance with OCTA security policies shall be considered for purchase.
 - 2. A process and mechanism shall be employed for the management of contracts and purchase orders with third parties.

A process shall be employed to manage changes to third party contracts and purchase orders to ensure that any adjustments maintain conformity to OCTA security policies.

Finance and Administration Division
THIRD PARTY SECURITY POLICY

Policy#: FA-IS-900.04THIRDPARTY

Origination Date: 02/27/2007

Revised Date: 01/03/2019

3. All third party contracts and purchase orders shall ensure that they comply with the following statements:
 - a. Applicable security requirements, based upon OCTA security policies, shall be included in all contracts and purchase orders for external third parties that manage, maintain, or utilize OCTA resources.
 - b. All contracts and purchase orders for third parties shall contain language that specifies the means and manner under which the contractor shall be monitored and reviewed for compliance with OCTA security policies.
 - c. All contracts and purchase orders for third parties shall specify the acceptance criterion that is necessary to test or validate that the service or product being delivered is in accordance with OCTA security policies.
 - d. All contracts and purchase orders for third parties that house OCTA information shall include language stating that their security practices are comparable or superior to OCTA security policies.
 - e. All contracts and purchase orders for third parties that involve the transfer of media shall specify the point and time at which the third party assumes the liability and responsibility for the media and its contents.
4. A process and mechanism shall be employed to ensure that all communication involving sensitive information between third parties and OCTA is done in a secure manner.
 - a. All communications between OCTA and third parties shall conform to OCTA security policies.
 - b. The electronic transfer of sensitive information shall be performed only through secure and sanctioned mechanisms of OCTA.
 - c. Data shall not be exchanged prior to the establishment of a documented information exchange agreement.
 - d. The exchange of data between third parties and OCTA shall be done in conformance with contracted information exchange agreements.
5. Third parties shall ensure that OCTA data is handled in a secure manner.
 - a. All physical media shall be protected while in transit between OCTA and the third party.
 - b. Sensitive information obtained during the execution of a contract by third parties shall not be disclosed without the consent of OCTA.
 - c. All sensitive information and materials shall be returned or destroyed by contractors once the agreement has been fulfilled unless otherwise specified by contract requirements.

Finance and Administration Division
THIRD PARTY SECURITY POLICY

Policy#: FA-IS-900.04THIRDPARTY

Origination Date: 02/27/2007

Revised Date: 01/03/2019

6. A process and mechanism shall be employed to manage the distribution of sensitive information and materials only to authorized third parties.
7. Any computing asset employed by third parties that connects to the OCTA computing environment or handles OCTA sensitive information shall conform to OCTA security policies.
8. Third parties shall be uniquely identified while providing services for OCTA.
OCTA shall provide third party contractors with authorized credentials that clearly identify them as non-OCTA personnel.
9. Third party contractors shall demonstrate that their associates have been adequately screened if they require access to OCTA sensitive areas, sensitive information, or can directly impact the safety of OCTA employees or customers.

B. Disciplinary Action

Violation of this policy by employees can result in disciplinary action including formal reprimand, suspension, and/or termination. Third parties failing to comply with this policy may result in OCTA exercising its rights pursuant to the underlying contract. Visitors who violate this policy may be subject to removal, arrest, or loss of privileges.

VI. EXCEPTIONS

Not applicable.

VII. PROVISIONS AND CONDITIONS

Not applicable.

VIII. RELATED DOCUMENTS

A. Information Security Management System (ISMS) Standard 27001

Sections a.10.x, a.10.3.x, a.6.2.x, a.10.8.x

B. National Institute of Standards and Technology (NIST)

1. Federal Information Processing Standards (FIPS) 201
2. 500 Series
3. 800 Series

END OF POLICY



Finance and Administration Division

Ashtel
Executive Director

KP
Deputy CEO

DATA CLASSIFICATION SECURITY POLICYPolicy#: FA-IS-900.09DATACLASSOrigination Date: 03/21/2007Revised Date: 01/03/2019**I. PURPOSE**

The purpose of the Data Classification Policy is to provide the Orange County Transportation Authority (OCTA) the ability to protect the integrity, availability, and confidentiality of services by identifying and protecting information that could be used to compromise those services; to protect vital public and personal information in the possession of OCTA; and to assist in the review of records requested pursuant to the Public Records Act.

II. ORGANIZATIONAL UNITS AFFECTED

This policy applies to all OCTA resources as well as all employees, third parties, or visitors who use these resources.

The OCTA Security Function is responsible for the administration and maintenance of this policy. The enforcement of this policy shall be the responsibility of the Chief Executive Officer (CEO) or designee. Employees, third parties, and visitors are responsible for complying with this policy.

III. POLICY

The policy is intended to ensure that OCTA has a consistent, secure means for managing the information assets of the organization.

IV. DEFINITIONS

- A. Confidential Information – information associated with an individual that is defined within legislation or regulations. Examples include an individual's medical history or Social Security Number.
- B. Information Asset – any form of information employed or created by OCTA.
- C. Information Owner – the individual or entity that is responsible for the use and disclosure of an information asset.
- D. OCTA Executive Management – an employee classified as CEO, one of his/her direct reports, or any appropriate designee.
- E. OCTA Security Policies – the policies established by OCTA that define the rules for addressing confidentiality, integrity, and availability for OCTA resources (900 Series Policies).
- F. Public Information – information that does not pose a security risk and is readily distributed.

Finance and Administration Division
DATA CLASSIFICATION SECURITY POLICY

Policy#: FA-IS-900.09DATACLASS

Origination Date: 03/21/2007

Revised Date: 01/03/2019

- G. Resources** – any asset of the OCTA. This includes buildings, equipment, rolling stock, parts, phones, computers, software, data, etc.
- H. Sensitive Information** – any information that could potentially be used maliciously to compromise the security of OCTA resources or customers. For example: the administrative passwords to a financial system, security guard rotation schedules, etc.
- I. Third Parties** – any entity that interacts with OCTA but is not directly affiliated. For example, clients, contractors, sub-contractors, government agencies, vendors, unions, etc.

V. PROCEDURE

- A.** OCTA shall establish the processes and mechanism for the regular use of a Data Classification Model for its information assets.
- B.** OCTA information assets shall fall into one of three classifications:
 - 1. Public
 - 2. Sensitive
 - 3. Confidential
- C.** All information assets classified as confidential or sensitive shall identify the information owner.
- D.** All OCTA information assets shall default to the public classification
 - 1. Information assets with a public designation shall not require labeling.
 - 2. The release of public information shall follow established OCTA procedures for a Public Records Act disclosure.
- E.** All OCTA sensitive information shall conform to the following standards:
 - 1. Review and approval of the sensitive information classification shall be provided by OCTA executive management or legal counsel.
 - 2. Justification shall be furnished by the information owner prior to any information asset receiving the designation of sensitive information.
 - 3. The information owner shall furnish justification to OCTA executive management prior to designating any information asset as sensitive information.
 - 4. Sensitive information must be clearly labeled as such.
 - 5. Sensitive information shall not be released to the public without prior review and approval of OCTA executive management or legal counsel.
- F.** All OCTA confidential information shall conform to the following standards:
 - 1. Confidential information must be clearly labeled as such.

Finance and Administration Division
DATA CLASSIFICATION SECURITY POLICY

Policy#: FA-IS-900.09DATACLASS

Origination Date: 03/21/2007

Revised Date: 01/03/2019

2. Information labeled as confidential shall not be released to the public.

- G. Information labeled as confidential or sensitive shall only be utilized by authorized personnel for official purposes.
- H. OCTA shall develop the appropriate processes and mechanisms for the handling and storage of sensitive and confidential information in compliance with applicable laws and regulations.
- I. OCTA shall develop the appropriate processes and mechanisms for the proper disposal of Information Assets that are designated as either Sensitive or Confidential in compliance with applicable laws and regulations for the destruction/disposal of records.
- J. Security measures shall be commensurate with the data classification level of an information asset.

VI. EXCEPTIONS

Not applicable.

VII. PROVISIONS AND CONDITIONS

Violation of this policy may result in disciplinary action including a formal reprimand, suspension, and/or termination.

VIII. RELATED DOCUMENTS

- A. Information Security Management System (ISMS) Standard 27001
Sections a.7.2.x, a.10.1.4, a.10.9.3, a.11.4.5, a.11.6.2
- B. National Institute of standards and Technology (NIST)
 - 1. 500 Series
 - 2. 800 Series
- C. Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- D. Senate Bill 1386 – California Civil Code Sections 1798.29, 1798.84, 1798.82
- E. Assembly Bill 1950 – California Civil Code Section 1798.81.5
- F. Assembly Bill 2246 – California Civil Code Section 1798.80
- G. Payment Card Industry Data Security Standard (PCI)

END OF POLICY

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

Enter below the unit price for each individual assessment completed per the services described in the Exhibit A, Scope of Work to include all direct and indirect expenses, profit, and overhead. All prices quoted below shall be firm throughout the initial and optional terms of the Agreement.

INITIAL TERM

UNIT PRICE

Per individual assessment completed

July 1, 2020 through June 30, 2023

\$ _____/each

OPTION TERM

July 1, 2023 through June 30, 2025

\$ _____/each

Any deviations, exceptions, and additions made by Offerors to this Price Summary Sheet shall be included in Exhibit F, entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submitted as part of the original proposal. See Exhibit F, Proposal Deviations and/or Exceptions.

1. I acknowledge receipt of RFP 9-1621 and Addenda No.(s) _____

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

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

EXHIBIT C: PROPOSED AGREEMENT

PROPOSED AGREEMENT NO. C-9-1621
BETWEEN
ORANGE COUNTY TRANSPORTATION AUTHORITY
AND

THIS AGREEMENT is effective this 1st day of July, 2020 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), and , , , (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONTRACTOR to provide OC ACCESS eligibility determination services; and

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

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

WHEREAS, CONTRACTOR wishes to perform these services;

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

ARTICLE 1. COMPLETE AGREEMENT

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

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

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

Names

Functions

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

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

ARTICLE 4. TERM OF AGREEMENT

A. This Agreement shall commence on July 1, 2020 and shall continue in full force and effect through June 30, 2023, unless earlier terminated or extended as provided in this Agreement.

B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for up to an additional twenty-four (24) months, commencing July 1, 2023 and continuing through June 30, 2025 ("Option Term"), and thereupon require CONTRACTOR to continue to provide services, and otherwise perform, in addition with Exhibit A and at the rates set forth in Article 5, "Payment".

C. AUTHORITY's election to extend this Agreement beyond the initial term shall not diminish its right to terminate this Agreement. The "maximum term" of this Agreement shall be the period extending from July 1, 2020 through June 30, 2025, which period encompasses the initial term and option terms.

ARTICLE 5. PAYMENT

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

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

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<u>INITIAL TERM</u>	<u>Description</u>	<u>Firm-Fixed Unit Price</u>
July 1, 2020 to June 30, 2023	Individual Assessment Completed	.00

<u>OPTION TERM</u>	<u>Description</u>	<u>Firm-Fixed Unit Price</u>
July 1, 2023 to June 30, 2025	Individual Assessment Completed	.00

C. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONTRACTOR. Percentage of work completed shall be documented in a monthly progress report prepared by CONTRACTOR, which shall accompany each invoice submitted by CONTRACTOR. CONTRACTOR shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full payment for any task listed in paragraph B of this Article until such time as CONTRACTOR has documented to AUTHORITY's satisfaction, that CONTRACTOR has fully completed all work required under the task. AUTHORITY's payment in full for any task completed shall constitute AUTHORITY's final acceptance of CONTRACTOR's work under such task.

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

1. Agreement No. C-9-1621;
2. Specify the number of individual assessments completed for which payment is being requested;
3. The time period covered by the invoice;
4. Total monthly invoice;
5. Monthly Progress Report;
6. Certification signed by the CONTRACTOR or his/her designated alternate that a)

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

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

ARTICLE 6. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and 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:

ATTENTION:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION: Sue Ding

Sr. Contract Administrator

(714) 560 - 5631

sding@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

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

ARTICLE 9. INSURANCE

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

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate;
2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000.00 each accident;
3. Workers' Compensation with limits as required by the State of California including a waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents;
4. Employers' Liability with minimum limits of \$1,000,000.00; and
5. Professional Liability with minimum limits of \$1,000,000.00 per claim.

B. Proof of such coverage, in the form of a certificate of insurance, with the AUTHORITY, its officers, directors, employees and agents, designated as additional insureds as required by contract. In addition, provide an insurance policy blanket additional insured endorsement. Both documents must be

received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies of all related insurance policies.

C. CONTRACTOR shall include on the face of the certificate of insurance the Agreement Number C-9-1621; and, the Contract Administrator's Name, Sue Ding.

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

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

ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 9-1621;(3) CONTRACTOR's proposal dated ____ ; (4) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 11. CHANGES

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

ARTICLE 12. DISPUTES

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

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

ARTICLE 13. TERMINATION

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

B. In the event either Party defaults in the performance of any of their obligations under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon receipt of such notice, CONTRACTOR shall immediately cease work, unless the notice from AUTHORITY provides otherwise. Upon receipt of the notice from AUTHORITY, CONTRACTOR shall submit an invoice for work and/or services performed prior to the date of termination. AUTHORITY shall pay CONTRACTOR for work and/or services satisfactorily provided to the date of termination in compliance with this Agreement. Thereafter, CONTRACTOR shall have no further claims against

AUTHORITY under this Agreement. AUTHORITY shall not be liable for any claim of lost profits or damages for such termination.

ARTICLE 14. INDEMNIFICATION

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 or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by CONTRACTOR, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of the performance of this Agreement.

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

.00

.00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR shall provide AUTHORITY, or other agents of AUTHORITY, such access to

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

ARTICLE 17. CONFLICT OF INTEREST

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

ARTICLE 18. CODE OF CONDUCT

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

ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES

CONTRACTOR and all subcontractors performing work under this Agreement, shall be prohibited from concurrently representing or lobbying for any other party competing for a contract

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

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

ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT

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

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

ARTICLE 25. FINISHED AND PRELIMINARY DATA

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

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

ARTICLE 26. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the

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

ARTICLE 27. HEALTH AND SAFETY REQUIREMENT

CONTRACTOR shall comply with all the requirements set forth in Exhibit E, Level 1 Health, Safety and Environmental Specifications.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-9-1621 to be executed as of the date of the last signature below.

CONTRACTOR

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

Darrell E. Johnson
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

James M. Donich
General Counsel

Date: _____

APPROVED:

By: _____

Beth McCormick
General Manager, Operations

Date: _____

By: _____

Jennifer L. Bergener
Chief Operating Officer, Operations

Date: _____

EXHIBIT D: FORMS

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

Revised. 03/16/2018

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 subcontractors 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"/> Subcontractor | 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 subcontractors, 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

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

EXHIBIT E: SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

1.2 REGULATORY

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

- B. Substance Abuse Prevention Program
Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- C. Heat Illness Prevention Program
Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- D. Hazard Communication Program
Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
 - a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.
- E. Storm Water Pollution Prevention Plan
The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
 - 1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
 - 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
 - 3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
 - 4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, 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 and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

- A. Upon contract award, the contractor within 10 business days shall designate an on-site health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
- B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

1.5 PERSONAL PROTECTIVE EQUIPMENT

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

1.6 REFERENCES

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

END OF SECTION

EXHIBIT F: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

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

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

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:
