

DRAFT REQUEST FOR PROPOSALS (RFP) 3-2896

NEXT SAFE TRAVELS EDUCATION PROGRAM



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 13, 2023
Pre-Proposal Conference Date:	November 28, 2023
Question Submittal Date:	December 1, 2023
Proposal Submittal Date:	December 18, 2023
Interview Date:	January 25, 2024

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November 13, 2023

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 3-2896: “NEXT SAFE TRAVELS EDUCATION PROGRAM”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to deliver the Next Safe Travels Education Program (STEP) project. The budget for this effort is \$2,100,000 for a two-year term.

Please note that by submitting a Proposal, Offeror certifies that it is not subject to any Ukraine/Russia-related economic sanctions imposed by the State of California or the United States Government including, but not limited to, Presidential Executive Order Nos. 13660, 13661, 13662, 13685, and 14065. Any individual or entity that is the subject of any Ukraine/Russia-related economic sanction is not eligible to submit a Proposal. In submitting a Proposal, all Offerors agree to comply with all economic sanctions imposed by the State or U.S. Government.

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of 2:00 p.m. on December 18, 2023. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.

Offerors are instructed to click the upload link, select “**RFP 3-2896**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

Should Offerors encounter technical issues with uploading the proposals via the link provided, Offerors are required to contact the Contract Administrator prior to the submission deadline. Proposals and supplemental information to proposals received after the date and time specified above will be rejected.

Firms interested in obtaining a copy of this RFP may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net>.

To receive all further information regarding this RFP 3-2896, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u> Professional Consulting	<u>Commodity:</u> Consultant Services - General Consultant Services - Transit Planning Consultant Services - Transportation Planning Traffic Planning Consulting
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A pre-proposal conference will be held both on-site/in-person and via teleconference on November 28, 2023, at 10:00 a.m.

For prospective Offerors who wish to join on-site/in-person, the pre-proposal conference will be held at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 08.

Prospective Offerors not attending in-person may join or call-in using the following credentials:

- [Click here to join the meeting](#)
- OR Call-in Number: 916-550-9867
- Conference ID: 511 721 125#

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

The Authority has established January 25, 2024, 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

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A. PRE-PROPOSAL CONFERENCE

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- [Click here to join the meeting](#)
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- Conference ID: 511 721 125#

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

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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

D. AUTHORITY CONTACT

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

Iris Deneau, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5786, Fax: 888.404.6282
Email: ideneau@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no offeror, subcontractor, lobbyist, or agent hired by the offeror shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (email), or formal written communication. Any offeror, subcontractor, lobbyist or agent hired by the offeror that engages in such prohibited communications may result in disqualification of the offeror at the sole discretion of the Authority.

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference, must be put in writing and received via email at ideneau@octa.net no later than 5:00 p.m., on December 1, 2023.
- b. Requests for clarifications, questions, and comments must be clearly labeled, "Written Questions RFP 3-2896" in the subject line of the email. The Authority is not responsible for failure to respond to a request that has not been labeled as such.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET no later than December 7, 2023. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Professional Consulting	Consultant Services - General
	Consultant Services - Transit
	Planning
	Consultant Services -
	Transportation Planning
	Traffic Planning Consulting

Inquiries received after 5:00 p.m. on December 1, 2023 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on December 18, 2023. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select “**RFP 3-2896**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

Should Offerors encounter technical issues with uploading the proposals via the link provided, Offerors are required to contact the Contract Administrator prior to the submission deadline. Proposals and supplemental information to proposals received after the date and time specified above will be rejected.

2. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.

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

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes.

Offeror is responsible for payment of all taxes for any goods, services, processes, and operations incidental to or involved in the contract.

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying firm-fixed prices for individual tasks specified in the Scope of Work, included in this RFP as Exhibit A. The Agreement will have a two-year term.

L. CONFLICT OF INTEREST

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

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

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

M. CODE OF CONDUCT

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

N. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California

Public Records Act, Government Code sections 6250 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

If a Proposal does include "confidential" or "proprietary" markings and the Authority receives a request pursuant to the Act, the Authority will endeavor (but cannot guarantee) to notify the Offeror of such a request. In order to protect any information submitted within a Proposal, the Offeror must pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information. The Authority generally does not consider pricing information, subcontractor lists, or key personnel, including resumes, as being exempt from disclosure under the Act. In no event shall the Authority or any of its officers, directors, employees, agents, representatives, or consultants be liable to a Offeror for the disclosure of any materials or information submitted in response to the RFP or by failing to notify a Offeror of a request seeking its Proposal. The Authority reserves the right to make an independent decision to disclose records and material.

Notwithstanding the above, all information regarding proposal responses will be held as confidential until such time as the evaluation has been completed; an award has been made by the Board of Directors or Authority Staff, as appropriate; and the contract has been fully negotiated.

O. STATEMENT OF ECONOMIC INTERESTS

The awarded Offeror (including designated employees and subconsultants) may be required to file Statements of Economic Interests (Form 700) in accordance with the Political Reform Act (Government Code section 81000 et seq.). This applies to individuals who make, participate in making, or act in a staff capacity for making governmental decisions. The Authority determines which individuals are required to file a Form 700, and if such determination is made, the individuals must file Form 700s with the Authority Clerk of the Board no later than 30 days after the execution of the Agreement, annually thereafter for the duration of the Agreement, and within 30 days of termination of the Agreement.

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. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Iris Deneau, Senior Contract Administrator, and must, at a minimum, contain the following:

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

3. Technical Proposal

a. Qualifications, Related Experience, and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing

capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (5) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number, and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.
- (6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

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

Offeror to:

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

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Furnish a project schedule for completing the tasks in terms of elapsed weeks.

- (4) Identify methods that Offeror will use to ensure quality control, as well as budget and schedule control for the project.
- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

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

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

4. Cost and Price Proposal

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

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

5. Appendices

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

B. FORMS

1. Campaign Contribution Disclosure Form

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

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

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

Offeror is required to report any campaign contributions made by the prime contractor, subconsultants, lobbyists, and agents after the proposal submittal date, and up to the anticipated Board of Directors selection. Offeror shall use the Campaign Contributions Disclosure Form for any additional reporting. The form must be submitted at least fifteen (15) calendar days prior to the Board Committee date on April 1, 2024 and sent via email to the Senior Contract Administrator.

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.

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** **25%**

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

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

 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 January 25, 2024, 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, the evaluation committee will score the proposals to develop a competitive range. 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 Regional Transportation Planning 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 recommendation to the Board of Directors for final action.

C. AWARD

The Authority's Board of Directors will consider the selection of the firm(s) recommended by the Board Committee.

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.

Offeror acknowledges that the Authority's Board of Directors reserves the right to award this contract in its sole and absolute discretion to any Offeror to this RFP regardless of the evaluation committee's recommendation or recommendation of a Board Committee.

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

Next Safe Travels Education Program (Next STEP)

INTRODUCTION:

The Orange County Transportation Authority (OCTA) will partner with the Orange County Health Care Agency (OCHCA) to administer the Next Safe Travels Education Program (Next STEP) at twenty-five (25) public elementary schools serving disadvantaged communities within Orange County. The Next STEP will engage with local city staff and police departments to successfully promote and leverage the education and encouragement activities for walking and biking in addition to evaluating infrastructure needs at the twenty-five (25) participating schools. Next STEP will serve schools where growth in Safe Routes to Schools (SRTS) activities is desired. A range of Next STEP activities will be offered based on local interest and time availability for assemblies, walk/bike to school day events, training activities directed at both students (during and after school) and families (on nights or weekends).

RESPONSIBLE PARTIES:

With the assistance of a consulting firm, OCTA will deliver the Next STEP project. OCTA will manage the procurement of the project and finances for the project (such as Consultant invoicing and progress reporting). OCTA will identify a Project Manager to work collaboratively with a peer from OCHCA.

The project is envisioned as a partnership with OCHCA, and OCHA provides a "SRTS Project Coordinator" to participate in the project. OCHCA will be more than a stakeholder for this project, and the OCTA and OCHCA staff will work collectively to provide direction to the selected Consultant. OCHCA will participate in the project with in-kind staff contributions, but not participate in the financial aspects of administering the grant.

OVERALL PROJECT OBJECTIVES:

- Engage twenty-five (25) public elementary schools countywide
- Provide a range of walking and biking encouragement activities to participating schools
- Provide educational opportunities to the students and family members of participating schools
- Strengthen partnerships with transportation, health, and public safety officials
- Empower school champions to continue SRTS efforts following the project
- Identify potential roadways safety concerns, develop concepts addressing concerns, and improve safety performance overall of roadways surrounding participating schools
- Identify strategies that reduce traffic deaths and serious injuries by encouraging SRTS

TASKS:

TASK 1: Project Initiation and Management

Task 1.1: Project Kick-off Meeting with Consultant

OCTA will hold an initiation meeting with Consultant staff to discuss the project background, goals, schedule, potential Stakeholder Committee members, and coordination with the Southern California Association of Governments (SCAG).

OCTA and the Consultant staff will discuss administrative items such as communication protocol, meeting frequency, progress reporting, scheduling and invoicing, and other relevant project information. The Consultant shall also develop the initial stakeholder list for discussion at this meeting (See Task 2.1).

The project initiation meeting could include a short-duration administrative meeting with a smaller number of attendees and a subsequent longer-duration initial meeting (likely on the same day) to discuss the project goals and vision in more detail. The Consultant staff will summarize the meeting(s) with key action items identified. SCAG staff will be invited to attend.

Task 1.2: Project Coordination and Team Meetings

OCTA staff will host virtual monthly conference call meetings with the Project Team, consisting of the OCTA Project Manager, OCHCA Project Coordinator, and Consultant Project Manager to ensure effective communication on upcoming tasks and verify the project is proceeding on schedule and within budget.

The Consultant shall develop topics for discussion and provide an online tracking sheet with meeting notes and key actions for viewing by the Project Team. The duration of this project is assumed to be eighteen (18) months.

Task 1.3: REAP 2.0 Performance Metrics

The Consultant Team will work with OCTA staff to develop a methodology to report how the project works towards Regional Early Action Planning (REAP) 2.0 program goals. The Consultant Team will report outcomes for the project based on performance metrics developed.

Task	Deliverable
<i>1.1</i>	<i>Project Initiation Meeting Agenda and Minutes</i>
<i>1.2</i>	<i>Monthly Project Manager Meeting Notes and Action Items</i>
<i>1.3</i>	<i>Report metric outcomes and develop methodology, incorporated into final report</i>

TASK 2: Stakeholder Engagement and Safe Routes School Activities

Task 2.1: Stakeholder Steering Committee Development and Meetings

Next STEP will leverage existing and grow new partnerships among countywide stakeholders to build momentum and sustain efforts to implement SRTS throughout Orange County. A diverse Stakeholder Committee shall guide technical analysis, engage schools and school districts, and help facilitate walk audits and walk-to-school events at schools.

Based on the draft list of stakeholders developed in Task 1.3, the Project Team will establish a Stakeholder Steering Committee to guide implementation of the project. Anticipated involvement in the project by the Stakeholder Committee involve the following:

1. **Advise** the Project Team on effective education, encouragement, and enforcement activities to respond to local schools' interests and abilities to participate in Next STEP.
2. **Identify** opportunities to cross-leverage Next STEP activities with local/regional agency, advocate, and enforcement activities and programs. For example, linking education in schools with law enforcement grants pursued separately for distribution of bike helmets to youth.
3. **Engage** directly with local school champions during the program's implementation aimed at building greater sustainability and continuity after the Next STEP funding is completed.
4. **Provide Feedback** to the program as administration occurs to ensure effective use of grant funds and develop a summary with actionable next STEP identified.

Based on the kick-off meeting discussion of potential stakeholders, the Project Team will assess organizations or representatives for invitation to the Stakeholder Committee. The initial stakeholder list shall include representatives from different agencies within Orange County, potential program implementers, related business, and youth engagement programs. The Consultant Team shall speak with local advocacy groups focused on transportation and related topics to determine interest in participation in the Stakeholder Committee.

In some cases, understanding the stakeholder's potential level of involvement may require a brief interview. The Consultant shall conduct interviews via phone and shall document the results in an Excel database of contacts for future engagement. Stakeholders shall be analyzed by what resources are available, audience reach, and desired role in SRTS implementation.

After assessing potential stakeholders, the Project Team will establish a Stakeholder Committee including those individuals who can best support the project in the four (4) ways outlined above. The Stakeholder Steering Committee shall meet up to six (6) times during the project. The meetings shall be organized and promoted by the Project Team. The Consultant shall prepare content and lead discussions with the Stakeholder Steering Committee covering project initiation, project analysis, prioritization, evaluation of roles and responsibilities, and development of the report action items. The Consultant shall develop a summary of meeting notes shared with OCTA, OCHCA and the Stakeholder Steering Committee.

Task 2.2: School Screening and Selection

The project aims to serve schools in Tier 1 and Tier 2 need category as identified by the OCTA SRTS Action Plan (AP), as well as expressing a desire to participate in Next STEP. The Project Team will seek to ensure that the Next STEP resources are spread throughout Orange County and avoid expending the resources within a concentrated group of communities. The final selection of schools will be determined by utilizing the following criteria to determine participation in the Next STEP program:

1. Identification as a Tier 1 or 2 school in the SRTS AP
2. Local interest from the school with an identified local school champion (faculty members, parents, etc.)
3. Lack of sustained prior SRTS activities at school

Consultant staff will facilitate initial correspondence with schools through an online survey to find willing participating schools for the Next STEP program. The survey will promote the project opportunity and ask questions to address the school selection criteria.

The Consultant shall make use of existing relationships developed by OCTA, OCHCA, advocates, local city staff, and the SRTS Stakeholder Committee to engage with school representatives to determine interest in participation, as well as any existing roadway improvements or projects around potential schools. Methodology used to arrive at the final participating schools roster will be documented and included in the final report.

Task 2.3: Student Travel Tallies and Parent Surveys

The Consultant shall conduct before and after surveys about travel to the school via walking or biking to gather information from students and parents. The survey will collect local perspectives on travel to school to better measure mode split, safety concerns, and identification of interest in education and encouragement activities. The after-surveys would provide a method to identify the activities most enjoyed and document if changes in behaviors and perspectives were observed.

The project will also collect information using the nationally standardized Student Travel Tally and Parent Survey questionnaire. The national tally survey will be collected as typically completed in SRTS projects, and a before and after implementation Next STEP-specific survey will be conducted to evaluate the program's effectiveness.

Task 2.4: City SRTS Committee meetings

The Consultant shall assist in the formation and/or facilitation of city-level SRTS Committees for each city with participating school(s). In some instances, the SRTS Committee may be a new group; in other instances, the SRTS Committee may already be established. Meetings will take place tri-annually during the project in each city with participating schools. These Committees will serve as an advisory group for identifying activities for implementation at each school. The Consultant shall present the range of efforts that can be implemented to determine the level of local interest and capacity to participate. While some schools may be focused on school

assemblies, others may be interested in hosting Walk to School Day (WTSD) events and other projects provided SRTS activities. All these activities will be done in coordination with city staff such that they are aware of any activities that extend beyond the purview of the schools.

An outline of committed activities will be defined at each school, and the Consultant shall work to ensure there is an adequate budget within the project to address the participating schools' needs.

Task	Deliverable
2.1	<i>Stakeholder Steering Committee Meetings (Committee Roster, 6 Meetings, and Meetings Notes)</i>
2.2	<i>School Selection (List of Participating Schools)</i>
2.3	<i>School Surveys (Student Travel Tallies and Parent Surveys)</i>
2.4	<i>City SRTS Committee Meetings (Tri-annually at each city with participating schools), agendas and minutes for each meeting</i>

TASK 3: Deliver Safe Routes to School Activities

Task 3.1: Establish Partnerships

As noted in the tasks above, schools will be identified for participation based on the SRTS AP school tiers and local interest. However, the range of activities delivered to each of the twenty-five (25) project schools will vary based on school interest and capacity of the schools, staff, and parents. The Consultant shall implement education and encouragement activities at schools in conjunction with local agency staff, advocacy groups, and other relevant stakeholders.

The participation by third-party groups will also vary based on local resources and interest. For example, some advocacy groups have designated communities where they focus their staff resources and may not be able to engage in new communities. Based on the outline of committed activities for each school, the Consultant shall work to identify partners that can collaboratively participate and support the Next STEP activities. The Stakeholder Committee will provide input on groups that the Consultant can engage directly and determine the ability to provide effective leveraging of resources. The Consultant shall document the process of partner identification and a final partner roster for inclusion in the final report.

Task 3.2: Collateral Materials

The Consultant shall expand on the existing SRTS materials housed on the OCTA or OCHCA website with useful “how-to” materials and information, guidance, and tips for implementing SRTS activities by local school champions. Where possible, the Consultant shall utilize published materials from previous programs and other programs nationwide that provide guidance and “how-to” tips to implementing education and encouragement activities for youth at schools. The

materials will be collected and provided in a library on the website and relevant items will be provided in hard copy format as appropriate to schools and/or local champions.

Items to be collected include fact sheets, guides, manuals, brochures, etc. on relevant topics that would be an effective resource for the audience of Local SRTS Committee members. For example, the California Active Transportation Resource Center (ATRC) has identified a standards-aligned Bicycle & Pedestrian Safety Curriculum that could be posted to the data clearinghouse website.

The Consultant shall revise some of the materials as needed to ensure applicability for Orange County needs. The Project Team will work with the Stakeholder Committee to identify if new content needs to be developed. Revisions or updated content may be needed to reflect language needs, or issues that are school- or area-specific. Collateral materials will be provided in digital format on the website and distributed as needed to the Local SRTS Committee members. Creation of new materials will be consistent with OCTA design and content standards.

Task 3.3: Promotional Materials

The Consultant shall supply items that will be used for education and encouragement activities to promote walking and bicycling. Items may include, but not be limited to, bookmarks, pencils, stickers, coloring books, water bottles, reflective safety items, bike lights, etc. Funding of materials utilized for Next STEP will be based on limitations and allowances identified in the following document:

- *Active Transportation Program: Non-Infrastructure Program Expenditure and Cost Guidance (Effective Date: March 16, 2022)*

As noted in the non-infrastructure program expenditure guide, minor incentives are limited to SRTS K-8 projects and should be used as rewards for program participation, not given to the entire student body/community whether they participate in a non-infrastructure activity or not.

Task 3.4: Education Activities

The Consultant shall be expected to deliver a range of educational activities based on local interests and resources. The goal of the education activities is to deliver safe travel guidance and instruction to an audience of students and parents at the partnering schools. The Consultant shall coordinate education activities with applicable programs led by OCTA or OCHCA.

The following is a draft list with estimated quantities of education activities for delivery to participating schools. The final quantities listed below are estimated and will be revised based on the scale of involvement and capacity at each school:

- Safe walking and bicycling instruction in classrooms or physical education classes at schools. (Estimated quantity: 25 events)
- Safe walking and bicycling assemblies at schools. (Estimated quantity: 25 events)
- Safe walking and bicycling instruction in afterschool programs at schools. (Estimated quantity: 17 events)

- Bike rodeo events at schools. (Estimated quantity: 15 rodeos)
- Family-oriented bike party/rodeo events at schools or local parks. To be coordinated with schools and cities. (Estimated quantity: 7 family rodeos)
- Safety Village (Mock City) safety skills events addressing walking and bicycling behavior at schools with ability to cater to families. (Estimated quantity: 7 events)
- Family workshops for parents and youth to evaluate trip planning and educate safe travel behaviors. (Estimated quantity: 7 events)
- Lesson plans linked by grade for teachers to instruct students about safe walking and bicycling patterns. (Estimated quantity: 10 grade-specific lesson plans)
- Train the Trainer programs for local champions to continue administering SRTS activities after completion of Next STEP. (Estimated quantity: 25 trainings)

The Consultant shall track participation in the various educational activities identified above to evaluate the program's effectiveness. While OCTA and OCHCA will have a role in guiding implementation of the project, the tasks identified will be led by the Consultant with attendance by OCTA and OCHCA where time allows.

Materials utilized for the education activities will be provided in English and translated to one (1) additional language as needed depending on the local school demographics. The Consultant shall provide translation services for in-person meetings, trainings, and events with parents.

Where appropriate, educational activities will be promoted on the project website (primarily the data clearinghouse) on a master calendar of events used to promote Next STEP.

Based on the partnerships with local law enforcement, the Consultant shall look for opportunities to involve public safety representatives in the delivery of the Next STEP education activities. This scope of work does not assume the REAP 2.0 grant will fund the salary of local law enforcement staff, and participation by public safety representatives is subject to local resources.

Task 3.5: Encouragement Activities

The Consultant shall be expected to deliver a range of encouragement activities based on local interests and resources. The encouragement activities' goal is to show how to facilitate the events and build skills with local champions to facilitate subsequent events once the Next STEP is completed. The audience for encouragement activities includes both students and parents at the partnering schools. The Consultant shall coordinate encouragement activities with key initiatives and activities led nationally or locally, such as International Walk to School Day, or May Bike Month promotions.

The following is a draft list with estimated quantities of encouragement activities for delivery to participating schools. The final quantities listed below are estimated and will be revised based on the scale of involvement and capacity at each school:

- Schools participating in a walking school bus program aimed at students and family members. (Estimated quantity: 25 schools, with estimated 75 events)
- Schools participating in a bicycle train program aimed at family members. (Estimated quantity: 18 schools, with estimated 34 events)
- Designated walk/bike to school encouragement days at schools for participation by youth and families. (Estimated quantity: 25 sessions)
- Training sessions for local champions to host and implement encouragement activities. (Estimated quantity: 35 sessions)
- Poster contests, essay competitions, and other similar activities by students at schools. (Estimated quantity: 17 contests)
- Activity tracking by students traveling to school. (Estimated quantity: 12 tracking programs)

The Consultant shall track completion and participation of the various encouragement activities identified above and discuss with OCTA and OCHCA at monthly meetings to evaluate the program's effectiveness. While OCTA and OCHCA will have a role in guiding implementation of the project, the tasks identified will be led by the Consultant with attendance by OCTA and OCHCA where time allows.

Materials utilized for the encouragement activities will be provided in English and translated to one (1) additional language as needed depending on the local school demographics. The Consultant shall provide translation services for in-person meetings, trainings, and events with parents.

Where appropriate, encouragement activities will be promoted on the project website (primarily the data clearinghouse) on a master calendar of events used to promote Next STEP.

Based on the partnerships with local law enforcement, the Consultant shall look for opportunities to involve public safety representatives in delivery of the STEP encouragement activities.

Task	Deliverable
3.1	<i>Establish Partnerships (List of Partners by School)</i>
3.2	<i>Collateral Materials (Online Clearinghouse of Materials, Printed Materials for Distribution)</i>
3.3	<i>Promotional Materials (Materials for Distribution to Youth/Families)</i>
3.4	<i>Education Activities (Program of Trainings, Assemblies, Workshops)</i>

3.5	<i>Encouragement Activities (Program of Events, Encouragement Days, Contests)</i>
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TASK 4: Roadway Safety Audits

Task 4.1: Style Guide

The Consultant shall develop a style guide establishing the color scheme and project logo. The style guide will develop a prototype of key deliverables such as presentations, reports, conceptual plans, and cost estimates for consideration to ensure the final deliverables will have a consistent theme and appearance. A key item to verify is which agency logos will be shown on deliverables such as SCAG, OCTA, and local agencies.

Task 4.2: Scoping Meetings

The Consultant shall convene a stakeholder group consisting of the project team, school, city, California Department of Transportation (Caltrans) (if needed), and any other direct jurisdictional stakeholders to scope the Roadway Safety Audit for each school. Meetings will focus on areas of primary concern around the school, planned or underway improvements, primary walking routes, and any other issues close to the school, and establish a study area for the Roadway Safety Audit.

Task 4.3: Bicycle and Pedestrian Collision Analysis

The Consultant shall gather collision data for bicycles and pedestrians from the previous five (5) years for roadways and intersections within each of the study areas. The Consultant shall evaluate collisions utilizing statewide published collision data affecting people walking, and biking at the project study locations. The collision analysis should evaluate day/night conditions, collision severity, and consider primary collision factors to identify any relevant trends.

Task 4.4: Traffic Counts

The Consultant shall gather vehicle count data for all roadways and intersections within the study areas.

The Consultant shall conduct bicycle and pedestrian counts within the study area to supplement vehicle count data. The bicycle and pedestrian counts shall occur at each intersection and ramp within the study area for one (1) week while schools are in session.

Task 4.5: Prepare Base Maps

The Consultant shall coordinate with OCTA, Caltrans, and partner jurisdictions to identify and map existing infrastructure within the study area. Infrastructure identified should include roadway geometry, signals, active transportation infrastructure, etc. Consultant shall provide draft for comments and final version.

Task 4.6: Existing Conditions Memo for Schools

The Consultant shall create an Existing Conditions Memorandum for each school location synthesizing the above sections: crash analysis, traffic volumes, base maps consisting of existing infrastructure collected. Consultant shall provide draft for comments and final version.

Task 4.7: School Walks Audits

The Consultant shall conduct walk audits with the project team and local stakeholders study locations. Staff will visit the site during peak times to evaluate the transportation system and how it is used while students are on the system. The intent of the walk audit is to confirm the findings of the existing conditions assessment as well as discuss, in person, any issues identified with stakeholders in order to strengthen the draft recommendations.

Task 4.8: Conceptual Recommendations

Based on the existing conditions memo, public input, agency staff input, and the audit findings, the Consultant shall develop conceptual infrastructure recommendations for each study area. The recommendations will be prepared using aerial images and linework to illustrate the proposed infrastructure changes and how they will overcome key concerns for students walking and biking within the study areas. The recommendations will be provided to better support future efforts by local agency staff interested in advancing concepts.

The conceptual recommendations will be accompanied by rough cost estimates customized for local market rates for distribution and review by the project team and agency staff. Discussions with the project team and applicable agency staff will help refine the concepts and ensure the countermeasure selection is appropriate for the local jurisdiction.

Based on jurisdictional staff meetings, the draft recommendations and cost estimates will be revised and compiled for inclusion in the summary report.

The cut sheet should be prepared for before and after conditions showing how improvements are implemented to better illustrate conceptually the final outcome into a master cut sheet for each study location. Meetings with agency staff directly to discuss applicable study locations will occur to help with refinement of the recommendations and accounting for local preferences of countermeasure selection.

Based on jurisdictional staff meetings, the draft recommendations and cost estimates will be revised and compiled into a master document for consideration by the consultant team, Caltrans, and OCTA.

Task 4.9 Identify Potential Funding Sources

The Consultant shall review and revise as needed the OCTA master list of funding sources included in documents such as OC Active. Funding recommendations will be provided that highlight the most applicable funding programs such as the Highway Safety Improvement Program, Active Transportation Program, Bicycle Corridor Improvement Program, and other

funding programs. The Funding Opportunities memorandum will highlight ways local jurisdictions can strengthen their funding efforts through collaboration or linkage with other efforts.

The Consultant shall identify the key Next STEP for advancing the recommendations to final design and implementation. The list of actions will outline the priority Next STEP, with approximate cost, funding opportunities, lead implementer, partner agencies, and timeline.

The metrics for the action items should be realistic and implementable accounting for local funding and staff resources. The Next STEP should follow the SMART criteria representing Specific, Measurable, Achievable, Relevant, and Timebound.

Task	Deliverable
4.1	<i>Style Guide</i>
4.2-4.5	<i>Draft sections for each of the following: existing plans, crash analysis, traffic volumes, base maps</i>
4.6	<i>Twenty five (25) Existing Conditions Memos</i>
4.7	<i>Walk audits at each of the twenty five (25) schools encompassing drop-off and pick-up times</i>
4.8	<i>Conceptual recommendations for each study area</i>
4.9	<i>Funding Strategy for Each School's Recommendation</i>

TASK 5: Final Report

Task 5.1: Draft Report

Consultant shall compile a Draft Report documenting all components of Next STEP. The report shall be focused on evaluating success of the program and documenting the reach of the activities implemented. The report shall serve as the blueprint for recommended future efforts to implement education and encouragement activities in partnership with local law enforcement throughout Orange County. The report shall summarize lessons learned through the process and recommendations for Next STEP. Consultant shall outline how each stakeholder can participate in continuing the program. The Draft Report shall be a complete summary of the project and shall include:

- Highlights from project meetings and progress reports
- Summary of review of key policies and documents
- Outline of project goals and objectives
- Brief overview of Stakeholder Committee members/member agencies
- Summary of participating schools, and youth/families engaged, and photos from completed education and encouragement activities
- Program evaluation overview and results

- Responsibilities and Next STEP to continue program implementation
- Conclusions and lessons learned.

Draft Report shall be reviewed by OCTA and OCHCA prior to the Stakeholder Committee’s review and feedback.

Task 5.2 Final Report

The Draft Report shall be revised based on feedback from the Stakeholder Committee and finalized for distribution to project partners, stakeholders, local jurisdictions, school districts, and others as desired.

Task	Deliverable
5.1	<i>Draft Report Document</i>
5.2	<i>Final Report Document</i>

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 3-2896

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

<u>Description</u>	<u>Firm-Fixed Price</u>
Task 1: Project Initiation and Management	\$ _____
Task 2: Stakeholder Engagement and Safe Routes to School Activities	\$ _____
Task 3: Deliver Safe Routes to School Activities	\$ _____
Task 4: Roadway Safety Audits	\$ _____
Task 5: Final Report	\$ _____
Total Firm-Fixed Price	\$ _____

1. I acknowledge receipt of RFP 3-2896 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-3-2896

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective this ____ day of _____, 2024 ("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 "CONSULTANT").

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONSULTANT to deliver the Next Safe Travels Education Program (STEP); and

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

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

WHEREAS, CONSULTANT wishes to perform these services.

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

ARTICLE 1. COMPLETE AGREEMENT

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

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

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

6 **ARTICLE 2. AUTHORITY DESIGNEE**

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

9 **ARTICLE 3. SCOPE OF WORK**

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

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

16 **Names** **Functions**

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

EXHIBIT C

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

4 **ARTICLE 4. TERM OF AGREEMENT**

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

7 **ARTICLE 5. PAYMENT**

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

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

<u>Tasks</u>	<u>Description</u>	<u>Firm-Fixed Price</u>
1	Project Initiation and Management	\$.00
2	Stakeholder Engagement and Safe Routes to School Activities	\$.00
3	Deliver Safe Routes to School Activities	\$.00
4	Roadway Safety Audits	\$.00
5	Final Report	<u>\$.00</u>
TOTAL FIRM-FIXED PRICE PAYMENT		<u>\$.00</u>

22 C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to
 23 the work actually completed by CONSULTANT. Percentage of work completed shall be documented in
 24 a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted
 25 by CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by
 26 AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to

EXHIBIT C

1 make full payment for any task listed in paragraph B of this Article until such time as CONSULTANT has
2 documented to AUTHORITY's satisfaction, that CONSULTANT has fully completed all work required
3 under the task. AUTHORITY's payment in full for any task completed shall not constitute AUTHORITY's
4 final acceptance of CONSULTANT's work under such task; final acceptance shall occur only when
5 AUTHORITY's release of the retention described in paragraph D.

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

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

- 22 1. Agreement No. C-3-2896;
- 23 2. Specify the task number for which payment is being requested;
- 24 3. The time period covered by the invoice;
- 25 4. Total monthly invoice (including project-to-date cumulative invoice amount); and
26 retention;

5. Monthly Progress Report;

6. Certification signed by the CONSULTANT or his/her designated alternate that a)

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

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

ARTICLE 6. MAXIMUM OBLIGATION

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

ARTICLE 7. NOTICES

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

/

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/

/

/

1 To CONSULTANT:

To AUTHORITY:

2 Orange County Transportation Authority

3 550 South Main Street

4 P.O. Box 14184

5 Orange, CA 92863-1584

6 ATTENTION:

ATTENTION: Iris Deneau

7 Title:

Title: Senior Contract Administrator

8 Phone:

Phone: (714) 560 - 5786

9 Email:

Email: ideneau@octa.net

10 **ARTICLE 8. INDEPENDENT CONTRACTOR**

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

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

22 **ARTICLE 9. INSURANCE**

23 A. CONSULTANT shall procure and maintain insurance coverage in full force and effect during
24 the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance
25 provisions. CONSULTANT shall provide the following insurance coverage:

- 26 1. Commercial General Liability, to include Products/Completed Operations,

EXHIBIT C

1 Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with
2 a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000
3 Products/Completed Operations aggregate;

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

6 3. Workers' Compensation with limits as required by the State of California including
7 a Waiver of Subrogation in favor of AUTHORITY, its officers, directors and employees; and

8 4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000
9 policy limit-disease, and \$1,000,000 policy limit employee-disease.

10 5. Professional Liability with minimum limits of \$1,000,000 only if CONSULTANT is
11 required by contract or law to be licensed or specially certified and AUTHORITY is relying on performance
12 based on that specialty license or certification.

13 B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy
14 blanket additional insured endorsement, designating AUTHORITY, its officers, directors and employees
15 as additional insureds on general liability and automobile liability, as required by Agreement. Proof of
16 insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective
17 date of the Agreement and prior to commencement of any work. Such insurance shall be primary and
18 non-contributive to any insurance or self-insurance maintained by AUTHORITY. Furthermore,
19 AUTHORITY reserves the right to request certified copies or review all related insurance policies, in
20 response to a related loss.

21 C. CONSULTANT shall include on the face of the certificate of insurance the
22 Agreement No. C-3-2896 and, the Senior Contract Administrator's Name, Iris Deneau.

23 D. CONSULTANT shall also include in each subcontract, the stipulation that subconsultants shall
24 maintain insurance coverage in the amounts required of CONSULTANT as provided in the Agreement.
25 Subconsultants will be required to include AUTHORITY as additional insureds on the Commercial
26 General Liability, and Auto Liability insurance policies.

1 E. Insurer must provide AUTHORITY with at least thirty (30) days' prior notice of cancellation or
2 material modification of coverage, and ten (10) days' prior notice for non-payment of premium.

3 **ARTICLE 10. ORDER OF PRECEDENCE**

4 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

5 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 3-2986;
6 (3) CONSULTANT's proposal dated _____; (4) all other documents, if any, cited herein or
7 incorporated by reference.

8 **ARTICLE 11. CHANGES**

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

17 **ARTICLE 12. DISPUTES**

18 A. Except as otherwise provided in this Agreement, when a dispute arises between
19 CONSULTANT and AUTHORITY, the project managers shall meet to resolve the issue. If project
20 managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of Contracts
21 Administration and Materials Management (CAMM), who shall reduce the decision to writing and mail or
22 otherwise furnish a copy thereof to CONSULTANT. The decision of the Director, CAMM, shall be the
23 final and conclusive administrative decision.

24 B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with
25 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
26 CAMM. Nothing in this Agreement, however, shall be construed as making final the decision of any

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

3 **ARTICLE 13. TERMINATION**

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

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

19 **ARTICLE 14. INDEMNIFICATION**

20 CONSULTANT shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,
21 employees and agents (indemnities) from and against any and all claims (including attorneys' fees and
22 reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death,
23 damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by
24 CONSULTANT, its officers, directors, employees, agents, subconsultants or suppliers in connection with
25 or arising out of the performance of this Agreement.
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ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

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

Subcontractor Name/Addresses

Subcontractor Amounts

\$.00

\$.00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

1 **ARTICLE 17. CONFLICT OF INTEREST**

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

10 B. If AUTHORITY determines that CONSULTANT, its employees, or subconsultants are subject
11 to disclosure requirements under the Political Reform Act (Government Code section 81000 et seq.),
12 CONSULTANT and its required employees and subconsultants shall complete and file Statements of
13 Economic Interest (Form 700) with AUTHORITY's Clerk of the Board disclosing all required financial
14 interests.

15 **ARTICLE 18. CODE OF CONDUCT**

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

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

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

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

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

1 regulations promulgated thereunder.

2 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

3 In connection with its performance under this Agreement, CONSULTANT shall not discriminate
4 against any employee or applicant for employment because of race, religion, color, sex, age or national
5 origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that
6 employees are treated during their employment, without regard to their race, religion, color, sex, age or
7 national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,
8 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other
9 forms of compensation; and selection for training, including apprenticeship.

10 **ARTICLE 22. PROHIBITED INTERESTS**

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

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

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

20 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
21 descriptions, and all other written information submitted to CONSULTANT in connection with the
22 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any
23 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected
24 with the performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding
25 such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or is or
26 becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not

EXHIBIT C

1 use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in
2 any professional publication, magazine, trade paper, newspaper, seminar or other medium without the
3 express written consent of AUTHORITY.

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

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

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

22 B. CONSULTANT shall have sole control of the defense of any such claim or suit and all
23 negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify AUTHORITY
24 under any settlement made without CONSULTANT's consent or in the event AUTHORITY fails to
25 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at
26 CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim,

1 CONSULTANT, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell
2 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and
3 copyright indemnity thereto.

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

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

13 B. It is expressly understood that any title to preliminary technical data is not passed to
14 AUTHORITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations,
15 software design documents, layouts and comprehensives prepared by CONSULTANT solely for the
16 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given
17 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to
18 AUTHORITY if CONSULTANT causes AUTHORITY to exercise Article 13, and a price shall be
19 negotiated for all preliminary data.

20 **ARTICLE 26. HEALTH AND SAFETY REQUIREMENT**

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

23 **ARTICLE 27. LIMITATION ON GOVERNMENTAL DECISIONS**

24 CONSULTANT shall not make, participate in making, or use its position to influence any
25 governmental decisions as defined by the Political Reform Act, Government Code section 8100 et seq.,
26 and the implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq.

1 CONSULTANT's personnel performing services under this Agreement shall not authorize or direct any
2 actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or enter into
3 any contractual agreement on behalf of AUTHORITY. In addition, CONSULTANT's personnel shall not
4 provide information, an opinion, or a recommendation for the purpose of affecting a decision without
5 significant intervening substantive review by AUTHORITY personnel, counsel, and management.

6 **ARTICLE 28. FORCE MAJEURE**

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

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-3-2896 to be executed as of the date of the last signature below.

CONSULTANT

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

Darrell E. Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By: _____

James M. Donich
General Counsel

APPROVED BY:

By: _____

Kia Mortazavi
Executive Director, Planning

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

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

Name

Signature

Title

Date

EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

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

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- The Prime Contractor Yes ___ No ___
- Subconsultant Yes ___ No ___
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes ___ No ___

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

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

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Gene Hernandez, Chairman
Tam Nguyen, Vice Chairman
Doug Chaffee, Director
Jose Diaz, Director
Andrew Do, Director
Jon Dumitru, Director
Jamey Federico, Director
Katrina Foley, Director
Brian Goodell, Director
Patrick Harper, Director
Michael Hennessey, Director
Steve Jones, Director
Fred Jung, Director
Farrah N. Khan, Director
Jessie Lopez, Director
Vicente Sarmiento, Director
Donald P. Wagner, Director

EXHIBIT F: 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. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

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, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
 2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
 3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
 4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

- A. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
- 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 or 3 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. Construction Industry Institute (CII)
- E. OCTA Yard Safety Rules

END OF SECTION

EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

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

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

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

_____ _____
