

DRAFT REQUEST FOR PROPOSALS (RFP) 7-2052

OPERATION AND MAINTENANCE OF A MICRO-TRANSIT PILOT 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, 2017
Pre-Proposal Conference Date:	November 28, 2017
Question Submittal Date:	November 30, 2017
Proposal Submittal Date:	January 4, 2018
Interview Dates:	January 24 and 25, 2018

TABLE OF CONTENTS

SECTION I: INSTRUCTIONS TO OFFERORS	1
SECTION II: PROPOSAL CONTENT	8
SECTION III: EVALUATION AND AWARD	15
EXHIBIT A: SCOPE OF WORK.....	18
EXHIBIT B: COST AND PRICE FORMS	19
EXHIBIT C: PROPOSED AGREEMENT	20
EXHIBIT D: CAMPAIGN CONTRIBUTION DISCLOSURE FORM.....	21
EXHIBIT E: STATUS OF PAST AND PRESENT CONTRACTS FORM	22
EXHIBIT F: LEVEL 1 SAFETY SPECIFICATIONS	23
EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATION.....	24
EXHIBIT H: DRUG-FREE WORKPLACE ACT OF 1988.....	25



NOTICE OF REQUEST FOR PROPOSALS

(RFP): 7-2052: "OPERATION AND MAINTENANCE OF A MICRO TRANSIT PILOT PROGRAM"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified **firms to provide operation and maintenance services of a micro-transit pilot program**. The budget for this project is \$1,150,000 for the one-year initial term.

Proposals must be received in the Authority's office at or before 2:00 p.m. on January 4, 2018.

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Georgia Martinez, Section Manager, Procurement**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Georgia Martinez, Section Manager, Procurement**

Note: The Authority utilizes a third-party delivery service; therefore, anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above.

Proposals are considered received once time stamped at the Authority's physical address.

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

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

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

To receive all further information regarding this RFP 7-2052, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Professional Services

Commodity:

Transportation Service
Providers

A pre-proposal conference will be held on November 28, 2017, at 9:00 a.m. at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 08. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established January 24, 2018, as the date to conduct interviews/site visits. All prospective Offerors will be asked to keep this date available.

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS**A. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on November 28, 2017, at 9:00 a.m. at the Authority's Administrative Office, 5500 South Main Street, Orange, California, in Conference Room 08. 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:

Georgia Martinez, Section Manager, Procurement
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5605, Fax: 714.560.5792
Email: gmartinez@octa.net

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

proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority. gmartinez@octa.net

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on November 30, 2017.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: gmartinez@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than December 6, 2017. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Georgia Martinez, Section Manager, Procurement.

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:

Category:
Professional Services

Commodity:
Transportation Service
Providers

Inquiries received after 5:00 p.m. on November 30, 2017 will not be responded to.

F. SUBMISSION OF PROPOSALS

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

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on January 4, 2018.

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

2. Address

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Georgia Martinez, Section Manager, Procurement**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
P.O. Box 14184
Orange, California 92863-1584
Attention: Georgia Martinez, Section Manager, Procurement**

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

3. Identification of Proposals

Offeror shall submit an **original and 6 copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and be clearly marked as follows:

"RFP 7-2052: Operation and Maintenance of a Micro-Transit Pilot Program"

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

4. Acceptance of Proposals

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

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be on a fully-burdened fixed revenue vehicle hourly (RVH) rate to perform all work specified in Exhibit A, "Scope of Work," incorporating a maximum payment obligation for the micro transit pilot program operations.

L. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships

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

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

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

M. CODE OF CONDUCT

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

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT**A. PROPOSAL FORMAT AND CONTENT****1. Format**

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

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Georgia Martinez, Section Manager, Procurement 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) Describe the firm's drug and alcohol policy.
- (5) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (6) 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.
- (7) 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) Describe how your firm will select employees to provide the service for the project, ensure employees are properly paid, and any training your firm provides for the drivers.
- (4) Explain how and when your firm checks motor vehicle driving records for each driver.
- (5) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff and how this project fits within the organization.
- (6) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the work 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. The work plan should include information on how vehicle/equipment will be maintained.
- (2) Outline sequentially the activities that would be undertaken in completing the work and specify who would perform them.

- (3) Furnish a project schedule for completing the tasks associated with start-up in terms of elapsed weeks from the project commencement date.
- (4) Identify methods the Offeror will utilize to ensure program safety, regulatory compliance, and compliance with standard operating procedures, budget control, and schedule control for the project. Identify who will be responsible for each of these areas.
- (5) Provide a description (Make, Model, Body Type, etc.) of the spare vehicles that Offeror is proposing to utilize for the service. Please also provide a photo, drawing or diagram of the proposed vehicles in the attachment section of the proposal.
- (6) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (7) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

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

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

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

4. Cost and Price Proposal

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

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a time and expense-price contract specifying fully burdened revenue vehicle hour rates to complete the Scope of Work.

5. Appendices

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

B. FORMS

1. Campaign Contribution Disclosure Form

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards 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. Offeror is required to submit only one copy of the completed form(s) as part of its proposal and it should be included in only the original proposal. The prime consultant, subcontractors, lobbyists and agents are required to report all campaign contributions from the proposal submittal date up and until the Board of Directors makes a selection, which is currently scheduled for March 12, 2018.

2. Status of Past and Present Contracts Form

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

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

3. Proposal Exceptions and/or Deviations Form

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

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

1. **Qualifications of the Firm** **25%**

Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
2. **Staffing and Project Organization** **20%**

Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
3. **Work Plan** **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; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
4. **Cost and Price** **25%**

Reasonableness of the RVH rate(s) and 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 24 and 25, 2018, as the dates to conduct interviews/site visits. All prospective Offerors are asked to keep these dates available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on these dates, its proposal may be eliminated from further discussion. The interview may include a site visit, followed

by a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the proposal evaluations, Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to the TransitCommittee, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The Board Committee will review the evaluation committee's recommendation and forward its decision to the full Board of Directors for final action.

C. AWARD

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

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected Offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via CAMM NET of the contract award. Such notification shall be made within three (3) business days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) business days of notification of the contract award.

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

Operation and Maintenance of a Micro-Transit Pilot Program

I. Introduction

As part of the OC Bus 360 Program, the Orange County Transportation Authority (OCTA) has implemented a number of initiatives to meet the changing mobility demands within OCTA's service area. These initiatives have included rebranding the fixed route and ACCESS bus fleets, improving fixed route service within the core area including the implementation of limited stop service on high demand corridors, modifying routes that have lower ridership and productivity, implementing a mobile app for OCTA fixed route fare media, and exploring the use of smaller vehicles on routes with lower ridership.

One of the strategies not yet implemented is the use of micro-transit to provide connections to the OCBus network and Metrolink commuter rail stations. In pursuing a micro-transit pilot in Orange County (OCFlex) service, the following goals have been identified:

1. Provide public transit mobility in lower-demand areas
2. Reduce total operating and capital costs
3. Reduce vehicle miles travelled (VMT)
4. Extend the reach of the OCBus and Metrolink services
5. Meet customer needs

OCTA is seeking proposals to select the operator of this pilot program. OCTA desires to implement service in two (2) service zones (OCFlex Zones) and operate the services for 12 months as a pilot program. Based on the results of the pilot, OCTA may extend the agreement for an additional two (2) years for one or both of these OCFlex Zones. The resulting agreement will include a start-up period, one (1) year of initial operation, and up to two (2) years in an option term. OCTA reserves the right to exercise the option term in one (1) year increments.

II. General Roles and Responsibilities

A. OCTA Oversight and Management

Contractor's performance will be managed by OCTA's Contract Transportation Services (CTS) Department. Day-to-day oversight of the program will be conducted by OCTA's CTS staff.

OCTA shall:

1. Establish service level for the program.
2. Provide the selected contractor with four (4) accessible revenue vehicles (Primary Vehicles) for the program. These vehicles shall only be used for OCFlex trips.
3. Provide a cloud-based software system (TransLoc) to the contractor to use for scheduling, dispatch, fare collection, and data collection purposes for the service.
4. Perform monthly drug and alcohol review of all contractor records to ensure compliance with all required standards.
5. Receive and validate invoices, verify monthly reports, and process payments.
6. Respond to all customer comments related to the services including development of written and verbal responses to customer complaints and inquiries with input from Contractor.
7. Prepare and make presentations to OCTA senior management, Board committees, and the Board relative to project status, as needed.
8. Perform overall marketing of the program.

B. Contractor Management and Operation

Contractor shall:

1. Provide day-to-day management and operation of the OCFlex pilot program as described in this Scope of Work, in compliance with all applicable local, county, state, and federal laws and regulations.
2. Provide two (2) spare vehicles (Spare Vehicles) to be used for the service when needed to facilitate maintenance or address capacity issues during peak periods. Spare Vehicles are not required to be dedicated to the OCFlex service, but should be available at all times that the OCFlex is in operation to ensure 15 minute response times. When Spare Vehicles are used for OCFlex trips, they will display an OCFlex window placard, visible to passengers. These vehicles will be inspected, approved, and accepted by OCTA prior to use for the OCFlex service.
3. Provide operating services as described in this scope of work to support the continued operation and potential expansion of the OCFlex program.

4. Provide drivers and vehicles to dispatch all ambulatory and wheelchair trips requested.
5. Ensure that all vehicles and drivers used to provide trips for the OCFlex comply with all applicable local, state and federal regulations. This includes enrolling drivers in the Pull Notice program and implementation of a drug and alcohol program that includes random testing, post-accident and reasonable suspicion.
6. Provide all fuel and maintenance for Primary Vehicles and Spare Vehicles. The maintenance program shall include at a minimum the original equipment manufacturers recommendations for preventive maintenance.
7. Contractor shall provide a secure location for the storage and maintenance of Primary vehicles.
8. Provide a communications system so that communication can be maintained with drivers at all times the OCFlex service is being provided.
9. Provide a Project Manager and a back-up for that manager. Phone numbers must be available to reach the Project Manager and back-up Project Manager at all times.
10. Prepare and submit all operating and maintenance reports as specified in Section VI, in the requested formats.
11. Attend monthly contractor meetings with OCTA staff, or at other times, as needed.
12. Provide driver training, emphasizing customer service and safety for passengers including persons with special needs.
13. In accordance with Section V. Service Standards/Key Metrics, respond to all customer comments related to the OCFlex service regardless if complaint and/or comment is received directly by Contractor or OCTA.
14. Collect fares in compliance with the established fare matrix.
15. Utilize TransLoc solution to administer, schedule, operate, and collect fares for the OCFlex Service.

III. Service Description

A. OCFlex Service

Service provided shall only be offered in specific areas identified by OCTA and included in Attachment A. The OCFlex Zones are approximately six (6) to eight (8) square miles in size. Each area contains a number of hubs (Hubs) that as identified in Attachment A. These hubs are locations where passengers may transfer to other transit services. Hubs will be evaluated each quarter and may be modified based on actual experience during the pilot program.

OCTA will provide TransLoc software to the Contractor to be used for on-demand reservation booking, scheduling, and payment of the fare. The Contractor will also accept reservations via phone (i.e., using a call center), and trips may be provided to individuals waiting at Hubs or walk-ups. Payment may be made via TransLoc at the time of reservation or the passenger may elect to pay for their trip upon boarding. OCTA mobile app tickets will also be accepted.

Once the OCFlex trip has been booked, the Contractor shall arrive to the scheduled pick-up location no later than fifteen (15) minutes of the booking.

If the passenger is not present within five (5) minutes of the vehicle arriving at the designated pick-up location, the passenger will be marked a no-show. The driver shall notify dispatch of the exact time and location before departing the location and proceeding to the next pick-up.

B. Fares

OCTA reserves the right to set fares for all of its services. For the initial demonstration project, the fares for the OCFlex service will be as follows:

One-way fare:

- Regular fare: \$5.00 per passenger
- OCTA mobile ticketing application or Metrolink pass: Free

The passenger may elect to pay the fare through TransLoc at the time that the trip is requested. Passengers can also purchase a day pass using OCTA's mobile ticketing application and displaying the valid mobile ticket to the driver upon boarding. If the passenger has not paid their fare through TransLoc or the OCTA mobile ticketing application, the driver will collect the fare from the passenger(s) at time of boarding. Drivers are prohibited from accepting tips from passengers.

Actual fares collected on-board will be retained by the Contractor and deducted from the monthly invoice based on reports from the scheduling/dispatch software noting actual fares received.

Fares may change during the demonstration period; changes will be communicated to the Contractor as appropriate.

C. Operating Hours

Contractor will provide service during the following days and hours:

- Monday-Thursday: 6:00am – 9:00pm with 2 vehicles per zone
- Friday: 6:00am – 10:00pm with 2 vehicles per zone
- Saturday: 8:00am – 10:00pm with 2 vehicles per zone
- Sunday: 8:00am – 9:00pm with 2 vehicles per zone

Reservation center shall be open during the same times as the service hours shown above.

OCTA may expand the service to three (3) vehicles or reduce the scope to one (1) revenue vehicle during certain times and days based on demand. OCTA may also adjust start and/or end times of OCFlex Zones by up to three (3) hours during the pilot. OCTA will provide Contractor with one (1) week notice prior to adjustments of hours.

The table below shows the monthly hour range the Contractor can expect. The Contractor will be reimbursed using a Revenue Vehicle Hour (RVH) rate for services provided within these ranges.

Zone	Monthly Base Hours	-25% Hours	+25 % Hours	Monthly Hour Range
Bolsa Dorado	766	574	958	574-958
Aliso Mission	766	574	958	574-958
Total	1,532	1,148	1,916	1,148-1,916

The Contractor shall accept trips up to the end of the service day as defined. If a booked trip extends beyond the service time, the Contractor will account for this time and will be paid for the additional RVH incurred until last passenger has been dropped off. No trips will be scheduled for pick-up before or after the times listed above.

D. Technology

OCTA will utilize a cloud-based software system developed by Transloc for rider scheduling and dispatch. OCTA will set-up the Transloc software in the following configuration:

- Geo-fences for the Pilot Service Area
- Service Hours
- Allocation of Vehicles

From an operations perspective, dispatchers will be able to log into one intuitive dashboard to monitor rides that are pending, in progress, or completed, and to schedule call-in riders to be added to the automatic routing and dispatch system. Each vehicle will have an iPad mounted that will be used to automatically notify and direct a driver to a pick-up location. iPads and cellular service will be provided by and paid for by OCTA. The driver will also be able to accept walk-up rider requests through a driver interface on the iPad.

Riders will be able to request rides via their mobile phone, online desktop booking, or dispatcher field calls. Once a ride is booked riders will stay informed with real-time tracking and will receive text messaging alerts when their ride is close. Passengers will also have the option to pay for their trip through TransLoc.

OCTA staff will provide training to the Contractor on how to use the TransLoc software from a driver and dispatcher perspective.

IV. Pricing and Payment

OCTA shall reimburse the Contractor on a RVH-rate basis.

Reimbursement shall only be made after receipt of a completed operating summary and monthly invoice. Invoices and reports will be submitted to OCTA on a monthly basis, by the 10th business day of the following month. OCTA will reimburse the Contractor on a net 30 days period, pending verification of the data submitted.

V. Service Standards/Key Metrics

OCTA will monitor the quality of the OCFlex service using a combination of methods.

Productivity

The key metric for ridership will be boardings-per-hour. Data to calculate this measure will come from reports generated by the TransLoc software. The target at the end of the first year of service will be six (6) or more boardings per RVH. In providing the OCFlex service, the Contractor is required to monitor this indicator as it will be used to evaluate whether or not the pilot has been successful and should be continued.

Customer Service

Customer feedback will be a valuable source of information on quality of service provided. OCTA has a standard customer comment process which will be used to receive and respond to customer comments, complaints, and compliments about the OCFlex service. The Contractor will be required to participate in OCTA's customer comment process as follows:

- Customers will be encouraged to contact OCTA directly to submit comments about their experience on the OCFlex service through OCTA's Customer Relations department.
- Once a comment is received, it is electronically filed and assigned to the appropriate OCTA staff for investigation and follow-up.
- Comments for the OCFlex service will be routed to the Contractor for investigation and follow-up. The comment will be transmitted via e-mail, fax, or both.
- Contractor must investigate and respond to each comment within seven (7) business days from receipt of complaint and/or comment.
- All comment responses will be reviewed by OCTA staff. OCTA will determine if the comment is valid or invalid. Validity determinations will be communicated to the Contractor.

In addition, OCTA will survey riders to collect customer satisfaction information, in particular, the percent of passengers satisfied with the service. The target at the end of the first year of service will be more than 90 percent of passengers will indicate that they are very or somewhat satisfied with the OCFlex service. This information will be used to evaluate if the pilot is successful and should be continued.

On-time Performance

On-time performance will be key to the success of the OCFlex pilot. The goal is to provide all trips within 15 minutes of being scheduled. To ensure a 15 minute response time, the Contractor may need to use a non-dedicated vehicle provided by the Contractor at certain times of the day to ensure continuous service in the

specified zone. The RVH's incurred to ensure the 15 minute response time will be reimbursed by OCTA with the required documentation. The Contractor and OCTA staff will review the use of the Spare Vehicles quarterly to decide if adjustments are necessary, or if additional dedicated vehicle(s) should be added to the program for one or both of the OCFlex Zones included in the pilot program.

Accidents/Incidents

The Contractor shall notify OCTA within 24 hours of all accidents and/or incidents that occur while providing OCFlex service. Immediate notification shall occur by phone to the designated CTS staff, with a written report to follow within 24 hours. Contractor also agrees to work with OCTA on any lawsuits and/or claims arising from an accident or incident.

VI. Daily and Monthly Operating Reports

Contractor shall prepare and submit a Monthly Operating Report by the tenth (10th) business day of the following month. Monthly Operating Report information shall include:

Trip Level Detail Report

- Trip origin and destination
- Pick-up and drop-off times
- Pick-up and drop-off odometer readings for each trip (VSM) and total mileage, number of passengers, including companions, personal care attendant, children, and service animals, if any
- Number of trips provided
- Number of wheel chair trips provided
- Information detailing all trips which were marked as a no-show (passenger address, scheduled pick-up time, driver arrival time)
- All trips cancelled prior to driver arrival
- Self-report any performance or customer service issues from the prior month

VII. Vehicles

OCTA will provide four (4) dedicated accessible vehicles, specifically branded for the OCFlex service to the Contractor for use on this service. The Contractor will provide two (2) Spare Vehicles to be used during peak demand periods or at times that the primary vehicles are unavailable for service due to unscheduled mechanical issues. Spare Vehicles are not required to be dedicated to the OCFlex service, but should be available at all times that the OCFlex is in operation to ensure 15 minute response times. When Spare Vehicles are used for

OCFlex trips, they will display an OCFlex window placard, visible to passengers. These vehicles will be inspected, approved, and accepted by OCTA prior to use for the OCFlex service.

These vehicles may be sedans or accessible vehicles. Window placards with the OCFlex branding will be visible at all times these non-dedicated Spare vehicles are providing OCFlex services. The Contractor must identify all Spare Vehicles that will be used for this service. Spare vehicles will be subject to inspection and acceptance by OCTA prior to use in service. Spare vehicles may be taxi vehicles; if they are taxi vehicles, they must have a current Orange County Taxi Administration Program (OCTAP) permit.

VIII. Vehicle Maintenance

Contractor will be responsible for providing all fuel and maintenance for Primary vehicles (OCTA-provided) and Spare vehicles. Vehicle maintenance on Primary vehicles will be performed in a manner which fully complies with the manufacturer's required service intervals. Contractor will be required to utilize original equipment manufacturer (OEM) replacement parts and fluids.

OCTA will perform periodic inspections of Primary vehicles and preventive maintenance program.

Warranty

Contractor shall be responsible for the coordination of all warranty work on OCTA vehicles assigned to Contractor and the administration of all warranty related paperwork with manufacturers. The OCTA reserves the right to direct warranty related repairs to dealerships, vendors or manufacturers that have demonstrated acceptable technical performance, superior customer service or have established previous quality working relationships with OCTA. Contractor shall be financially responsible for any denied warranty caused by Contractor negligence or improper maintenance. Contractor shall obtain manufacturer authorization to perform warranty maintenance and shall transport vehicles at Contractor's cost to an authorized warranty service provider.

OCTA shall be responsible for the labor, parts, and material costs of repairing or replacing "major mechanical components" unless such repair or replacement is due solely to the negligence of the Contractor. Major mechanical components shall be defined as the complete engine, transmission, and differential.

Tires

Contractor will be responsible for the provision of replacement tires on Primary vehicles. Replacement tires will meet or exceed the vehicle manufacturer's load specifications.

Accident Repairs

Damaged vehicles due to accidents shall be promptly reported and repaired by the Contractor. In cases where major repairs (defined as damages in excess of One Thousand Dollars (\$1,000.00)) are to be performed, pre-approval is required by OCTA Maintenance Administrator. All body and glass damages are the sole responsibility of the Contractor and shall be repaired within thirty (30) days from the date of the accident or the date when the damage was first identified. If an extension of time is necessary, requests must be submitted in writing to the designated OCTA Maintenance Administrator. Consistent with OCTA's standards, vehicles with body damage other than minor scratches shall not be released for operation until repairs have been completed.

Road Calls

A road call is defined as an interruption in service due to a mechanical breakdown of a vehicle while in service. This includes repairs in the field, maintenance requests, and maintenance personnel performing bus exchanges.

In the event of a vehicle failure while in service, Contractor shall deploy an available Primary or Spare vehicle immediately upon notification to replace the failed vehicle to ensure the continuation of service. Contractor shall develop a plan that results in minimal service disruption, ensure passenger safety and on-time performance.

Vehicle Cleanliness

Contractor will be responsible for performing vehicle cleaning, both internal and external. Contractor is prohibited from operating Primary or Spare vehicles which have body damage (other than minor scratches), or graffiti, or to place any unauthorized decals, logos or markings of any type on OCTA-owned revenue vehicles.

IX. Drivers and Driver Training

The Contractor shall describe the hiring (or leasing/subcontracting relationship), screening and training process which will ensure that their drivers will be able to appropriately provide service to all passengers, including persons with disabilities. Driver training will include module(s) emphasizing passenger

empathy and sensitivity related to persons with disabilities. Contractor shall discuss how they will familiarize drivers with the skills necessary to provide the OCFlex service.

OCTA may require that any driver be removed from transporting OCTA customers for excessive complaints, rudeness, accidents, incidents or inappropriate behavior. OCTA has a zero tolerance policy for inappropriate behavior.

Smoking is prohibited inside the vehicle. In addition, all drivers participating in this program are required to allow service animals to board the OCFlex vehicles with the passenger.

DRAFT

OCFlex Zones and Hubs

1. Bolsa Dorado (Huntington Beach/Westminster)

- **Coverage**
 - 6.45 sq miles
 - Long trip example: Westminster-Bolsa Chica to Goldenwest-Warner 5.0 miles
- **Hubs**
 - Westminster-Bolsa Chica Transfer (Routes 21, 60, & 560)
 - Westminster Mall (Routes 26 & 64)
 - Goldenwest Transportation Center (Routes 29, 66, 70, 211, 701, & proposed Route 21)
 - Pavilions Place (Route 29)
 - Goldenwest-Warner Transfer (Routes 25 & 72)
 - Warner-Bolsa Chica Transfer (Route 21 & 72)

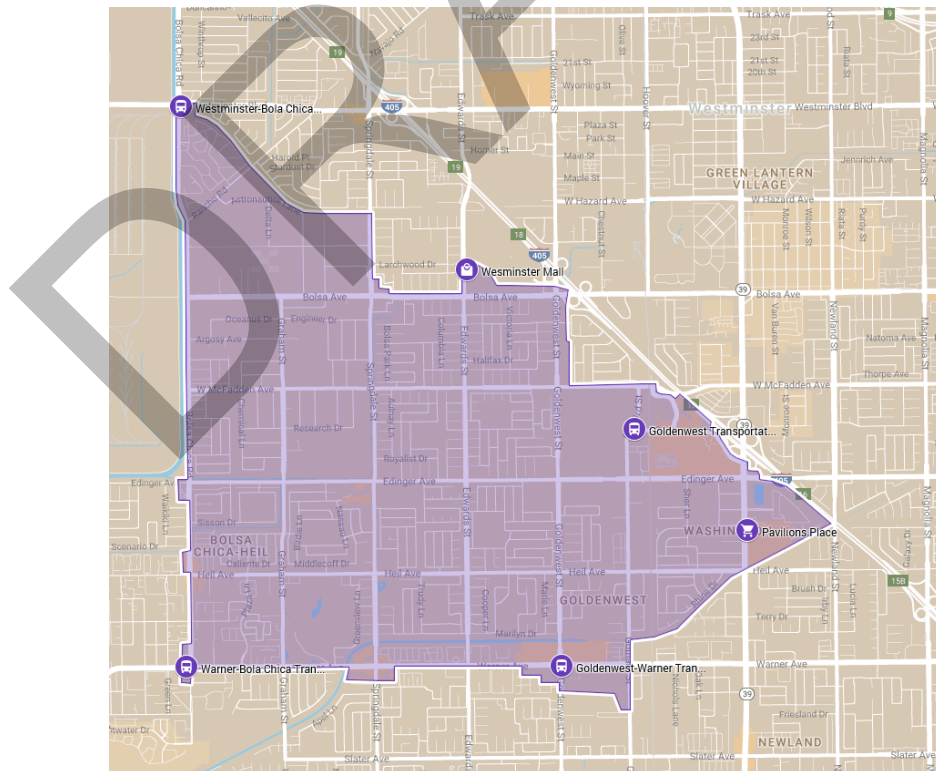


Figure 1: Bolsa Dorado Zone Boundaries and Hubs

2. Aliso Mission (Aliso Viejo/Laguna Niguel/Mission Viejo)

- **Coverage**

- 5.99 sq miles
- Long trip example: Aliso Viejo Town Center to Laguna Niguel Metrolink Station 4.3 miles

- **Hubs**

- Laguna Niguel Mission Viejo Metrolink (Metrolink)
- Crown Valley-Moulton Transfer (Routes 85 & 90)
- Saddleback College
- The Shops @ Mission Viejo
- Aliso Viejo Town Center
- Moulton-Alicia Transfer (Routes 87 & 90)

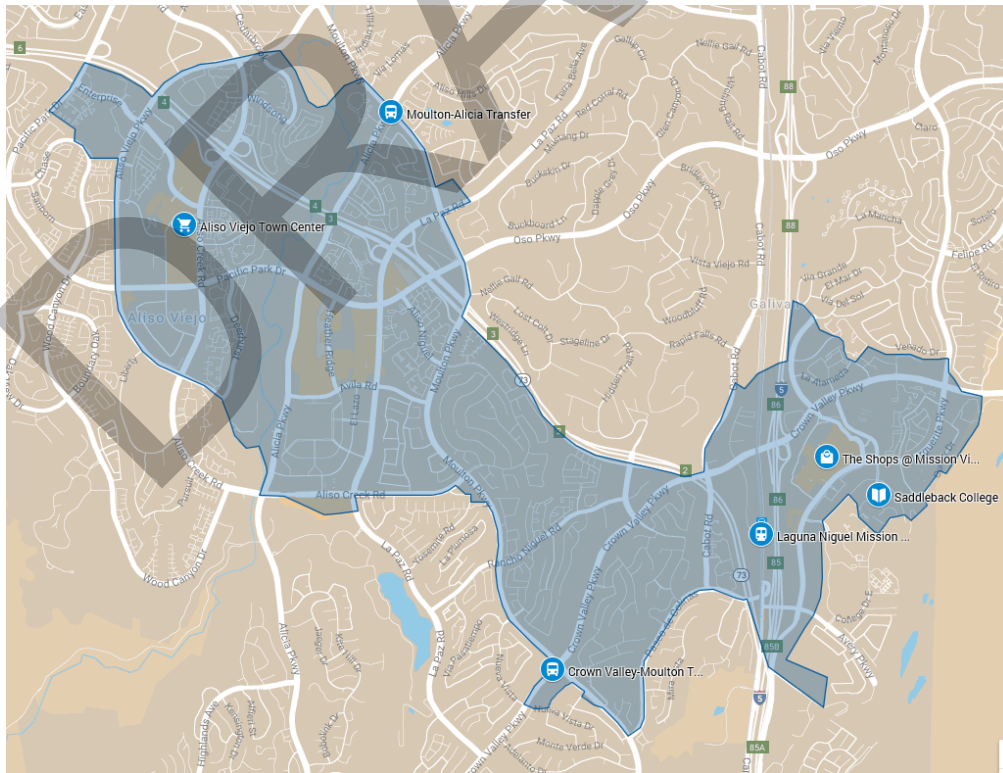


Figure 2: Aliso Mission Zone Boundaries and Hubs

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

OPERATION AND MAINTENANCE OF A MICRO-TRANSIT PILOT PROGRAM

1) SERVICE ZONE: BOLSA DORADO (Huntington Beach/Westminster)

COVERAGE: 6.45 sq. miles
Long trip example: Westminster Boulevard -Bolsa Chica Road to Goldenwest Street – Warner Avenue 5.0 miles

2) SERVICE ZONE: ALISO MISSION (Aliso Viejo/Laguna Niguel/Mission Viejo)

COVERAGE: 5.99 sq. miles
Long trip example: Aliso Viejo Town Center to Laguna Niguel Metrolink Station 4.3 miles

Hours of Operation:

- Monday-Thursday: 6:00am – 9:00pm with 2 vehicles per zone
- Friday: 6:00am – 10:00pm with 2 vehicles per zone
- Saturday: 8:00am – 10:00pm with 2 vehicles per zone
- Sunday: 8:00am – 9:00pm with 2 vehicles per zone

INSTRUCTIONS: On this form, please propose the firm-fixed rate that the Authority would be charged per revenue vehicle hour (RVH) within the ranges to perform the services outlined in the Scope of Work presented in Exhibit A of this RFP. No other changes will be allowed to the RVH rate. Prices quoted shall be firm for the life of the contract. The RVH rates quoted shall be fully-burdened to include all direct costs, indirect costs, and profit.

Note: Price below shall not include the passenger's fare

Initial Term: Effective through May 31, 2019

	Fully-Burdened RVH Rate(s)
Monthly Revenue Vehicle Hours	Year 1 Effective – 5/31/19
1148 - 1379	\$ _____
1380 - 1684	\$ _____
1685 - 1916	\$ _____

Option Term: June 1, 2019 through May 31, 2021

	Fully-Burdened RVH Rate(s)	
Monthly Revenue Vehicle Hours	Year 2 6/1/19 – 5/31/20	Year 3 6/1/20 – 5/31/21
1148 - 1379	\$ _____	\$ _____
1380 - 1684	\$ _____	\$ _____
1685 - 1916	\$ _____	\$ _____

1. I acknowledge receipt of RFP 7-2052 and Addenda No.(s) _____
2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

SIGNATURE'S NAME AND TITLE _____

DATE SIGNED _____

BUSINESS LICENSE #: _____ LICENSE CLASSIFICATION _____

EXHIBIT C: PROPOSED AGREEMENT

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26

2

3

4

6
7
8
9

10

11
12

13

14

15

16

17

18

19

20
21
22
23
24

25

26

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

Names

Functions

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

possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless CONTRACTOR is not provided with such notice by the departing employee. AUTHORITY shall respond to CONTRACTOR within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

ARTICLE 4. TERM OF AGREEMENT

A. This Agreement shall commence upon execution by both parties, and shall continue in full force and effect through May 31, 2019, ("Initial Term") unless earlier terminated or extended as provided in this Agreement.

B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an additional twenty-four (24) months, commencing June 1, 2020 and continuing through May 31, 2021 ("Option Term"), and thereupon require CONTRACTOR to continue to provide services, and otherwise perform, in accordance with Exhibit A, entitled "Scope of Work", and at the rates set forth in Article 5, "Payment."

C. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for AUTHORITY's convenience or CONTRACTOR's default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extending from _____ through May 31, 2021, which period encompasses the Initial Term and the Option Term.

ARTICLE 5. PAYMENT

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

B. CONTRACTOR agrees to provide all personnel, facilities, effort, materials and equipment required to complete, to the full satisfaction of AUTHORITY all work described in the Scope of Work. Revenue Vehicle Hour (RVH) rates will remain firm for the maximum term of this Agreement.

EXHIBIT C

1
2 C. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding
3 to the work actually completed by CONTRACTOR. Work completed shall be documented in a monthly
4 progress report prepared by CONTRACTOR, which shall accompany each invoice submitted by
5 CONTRACTOR. AUTHORITY shall pay CONTRACTOR at RVH rates specified in Exhibit B, entitled
6 "Price Summary Sheet," which is attached to and by this reference, incorporated in and made a part of
7 this Agreement. These rates shall remain fixed for the term of this Agreement and are acknowledged to
8 include CONTRACTOR's overhead costs, general costs, administrative costs and profit.
9 CONTRACTOR shall also furnish such other information as may be requested by AUTHORITY to
10 substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full
11 payment until such time as CONTRACTOR has documented to AUTHORITY'S satisfaction, that
12 CONTRACTOR has fully completed all work required. AUTHORITY's payment in full shall constitute
13 AUTHORITY's final acceptance of CONTRACTOR'S work.

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

- 20 1. Agreement No. C- 7-2052;
- 21 2. Specify the effort for which the payment is being requested;
- 22 3. The time period covered by the invoice;
- 23 4. Total monthly invoice (including project-to-date cumulative invoice amount);
- 24 5. Monthly Progress Report;
- 25 6. Certification signed by the CONTRACTOR or his/her designated alternate that

26 a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The

1 backup information included with the invoice is true, complete and correct in all material respects; c) All
2 payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be
3 made to subcontractors and suppliers from the proceeds of the payments covered by the certification
4 and; e) The invoice does not include any amount which CONTRACTOR intends to withhold or retain
5 from a subcontractor or supplier unless so identified on the invoice.
6

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

9 **ARTICLE 6. MAXIMUM OBLIGATION**

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

15 **ARTICLE 7. NOTICES**

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

20 /

21 /

22 /

23 /

24 /

25 /

26 /

1 /

2
3 To CONTRACTOR:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

7 ,
8 ATTENTION:

ATTENTION: Georgia Martinez

Section Manager, Procurement

Ph: (714) 560-5605 Fax: 714-560-5792

Email: gmartinez@octa.net

11
12 **ARTICLE 8. INDEPENDENT CONTRACTOR**

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

20 **ARTICLE 9. INSURANCE**

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

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

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

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

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

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

6. Garage Liability with minimum limits of \$1,000,000 per claim if CONTRACTOR performs any service or maintenance on vehicles whose use are subsidized by AUTHORITY.

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

C. CONTRACTOR shall include on the face of the Certificate of Insurance the Agreement Number C- 7-2052; and, the Contract Administrator's Name, Georgia MartinezSection Manager, Procurement.

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

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

ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP

1 7-2052; (3) CONTRACTOR's proposal dated _____; (4) all other documents, if any, cited
2 herein or incorporated by reference.
3

4 **ARTICLE 11. CHANGES**

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

13 **ARTICLE 12. DISPUTES**

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

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

25 **ARTICLE 13. TERMINATION**

26 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or

1 part, by giving CONTRACTOR written notice thereof. Upon said notice, AUTHORITY shall pay
2 CONTRACTOR its allowable costs incurred to date of termination and those allowable costs
3 determined by AUTHORITY to be reasonably necessary to effect such termination. Thereafter,
4 CONTRACTOR shall have no further claims against AUTHORITY under this Agreement.
5

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

16 **ARTICLE 14. INDEMNIFICATION**

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

23 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

24 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
25 CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be
26 subcontracted by CONTRACTOR, without the prior written consent of AUTHORITY. Consent by

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

AUTHORITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

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

Subcontractor Name/Addresses

Subcontractor Functions

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

ARTICLE 17. CONFLICT OF INTEREST

CONTRACTOR agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the CONTRACTOR is

1
2
3
4
5
6
7
8
unable, or potentially unable to render impartial assistance or advice to the AUTHORITY;
CONTRACTOR's objectivity in performing the work identified in the Scope of Work is or might be
otherwise impaired; or the CONTRACTOR has an unfair competitive advantage. CONTRACTOR is
obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they
are known to the CONTRACTOR. All disclosures must be submitted in writing to AUTHORITY
pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this
Agreement.

9
10
ARTICLE 18. CODE OF CONDUCT

11
12
CONTRACTOR agrees to comply with the AUTHORITY's Code of Conduct as it relates to
Third-Party contracts which is hereby referenced and by this reference is incorporated herein.
CONTRACTOR agrees to include these requirements in all of its subcontracts.

13
14
ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES

15
16
17
CONTRACTOR and all subconsultants performing work under this Agreement, shall be
prohibited from concurrently representing or lobbying for any other party competing for a contract
with AUTHORITY, either as a prime consultant or subconsultant. Failure to refrain from such
representation may result in termination of this Agreement.

18
19
ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS

20
21
CONTRACTOR warrants that in the performance of this Agreement, it shall comply with all
applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and
regulations promulgated thereunder.

22
23
ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY

24
25
26
In connection with its performance under this Agreement, CONTRACTOR shall not discriminate
against any employee or applicant for employment because of race, religion, color, sex, age or national
origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that
employees are treated during their employment, without regard to their race, religion, color, sex, age or

1 national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,
2 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other
3 forms of compensation; and selection for training, including apprenticeship.
4

5 **ARTICLE 22. PROHIBITED INTERESTS**

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

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

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

15 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
16 descriptions, and all other written information submitted to CONTRACTOR in connection with the
17 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any
18 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected
19 with the performance of the project. CONTRACTOR shall comply with AUTHORITY's policies
20 regarding such material. Nothing furnished to CONTRACTOR, which is otherwise known to
21 CONTRACTOR or is or becomes generally known to the related industry shall be deemed confidential.
22 CONTRACTOR shall not use AUTHORITY's name, photographs of the project, or any other publicity
23 pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or
24 other medium without the express written consent of AUTHORITY.

25 C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be
26 released by CONTRACTOR to any other person or agency except after prior written approval by

1
2
3
4
AUTHORITY, except as necessary for the performance of services under this Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be handled only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

5
6
ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT

7
8
9
10
11
12
13
14
15
16
17
A. In lieu of any other warranty by AUTHORITY or CONTRACTOR against patent or copyright infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its expense any claim or suit against AUTHORITY on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONTRACTOR shall pay all costs and damages finally awarded in any such suit or claim, provided that CONTRACTOR is promptly notified in writing of the suit or claim and given authority, information and assistance at CONTRACTOR's expense for the defense of same. However, CONTRACTOR will not indemnify AUTHORITY if the suit or claim results from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONTRACTOR when such use in combination infringes upon an existing U.S. letters patent or copyright.

18
19
20
21
22
23
24
25
26
B. CONTRACTOR shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify AUTHORITY under any settlement made without CONTRACTOR's consent or in the event AUTHORITY fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONTRACTOR, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and copyright indemnity thereto.

ARTICLE 25. FINISHED AND PRELIMINARY DATA

1
2 A. All of CONTRACTOR's finished technical data, including but not limited to illustrations,
3 photographs, tapes, software, software design documents, including without limitation source code,
4 binary code, all media, technical documentation and user documentation, photoprints and other graphic
5 information required to be furnished under this Agreement, shall be AUTHORITY's property upon
6 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary
7 restriction except as elsewhere authorized in this Agreement. CONTRACTOR further agrees that it
8 shall have no interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said
9 data is subject to the provisions of the Freedom of Information Act, 5 USC 552.

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

17 **ARTICLE 26. FORCE MAJEURE**

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

25 **ARTICLE 27. ALCOHOL AND DRUG POLICY**

A. CONTRACTOR agrees to establish and implement an alcohol and drug program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), which is attached to this Agreement as Exhibit _____. CONTRACTOR agrees to produce any documentation necessary to establish its compliance with section 701-707.

B. Failure to comply with this Article may result in nonpayment or termination of this Agreement.

ARTICLE 28. PRIVACY OF RECORDS

A. CONTRACTOR agrees to comply with, and assures the compliance of its employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, CONTRACTOR agrees to obtain the express consent of AUTHORITY before CONTRACTOR or its employees operate a system of records on behalf of AUTHORITY. CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

B. CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of AUTHORITY financed in whole or in part with Federal assistance provide by Federal Transit Administration.

ARTICLE 29. HEALTH AND SAFETY REQUIREMENT

CONTRACTOR shall comply with all the requirements set forth in Exhibit __, Level_ Safety Specifications.

/

/

/

/

/

1 /

2 /

3
4 This Agreement shall be made effective upon execution by both parties.

5 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C- 7-2052 to be
6 executed on the date first above written.

7 **CONSULTANT**

ORANGE COUNTY TRANSPORTATION AUTHORITY

8 By _____

By _____

Darrell Johnson
Chief Executive Officer

11 APPROVED AS TO FORM:

12 By _____

James M. Donich
General Counsel

15 APPROVED:

16 By _____

Beth McCormick
General Manager, Transit

18 Date _____

EXHIBIT D: 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: _____

To be completed only if campaign contributions have been made in the preceding 12 months.

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

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

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

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

Name of Board Member: _____

Name of Contributor: _____

Date(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Michael Hennessey, Chairman

Lisa A. Bartlett, Vice Chair

Laurie Davies, Director

Barbara Delgleize, Director

Andrew Do, Director

Lori Donchak, Director

Steve Jones, Director

Mark A. Murphy, Director

Richard Murphy, Director

Al Murray, Director

Shawn Nelson, Director

Miguel Pulido, Director

Tim Shaw, Director

Todd Spitzer, Director

Michelle Steel, Director

Tom Tait, Director

Greg Winterbottom, Director

EXHIBIT E: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

Date

Title

EXHIBIT F: LEVEL 1 SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS FOR THE OC FLEX SERVICE

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 the course of this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of public and workers.

G. INJURY AND ILLNESS PREVENTION PLAN

The Contractor shall submit to the Authority, a copy of their company Injury and Illness Prevention Plan (IIPP) in accordance with California Code of

Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors.

- H. Contractor shall provide a copy of the Policy or Program of Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act.

1.2 DRIVERS SAFETY TRAINING PROGRAM

- A. Contractor shall provide a copy of their company driver safety program designed to prevent vehicle accidents.

1.3 SUBSTANCE ABUSE PREVENTION PROGRAM

- A. Contractor shall provide a copy of the Policy or Program of Company's Substance Abuse Prevention Program that complies with the California 1990 Drug Free Workplace Act.
- B. Contractor shall comply with all applicable Federal, and State workplace substance abuse prevention program requirements for this contract scope agreement.

1.4 HEAT ILLNESS PREVENTION PROGRAM

- A. Contractor shall provide a copy of their company Heat Illness Prevention Program in accordance with CCR Title 8, Section 3395, Heat Illness Prevention.

1.5 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents:
 - 1. Damage to Authority property (or incidents involving third party property damage);
 - 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
 - 3. Incidents impacting the environment, i.e. spills or releases on Authority property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An immediate verbal notice followed by an a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days, and include the following information. The current status of

anyone injured, photos of the incident area, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

1.6 PERSONAL PROTECTIVE EQUIPMENT

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

1.7 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. California Motor Vehicle Rules

END OF SECTION

EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATION

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 obligations and contractual terms and conditions set forth in the Scope of Work 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 or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

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

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

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

EXHIBIT H: DRUG-FREE WORKPLACE ACT OF 1988



DRUG-FREE WORKPLACE ACT OF 1988

THE FEDERAL LAW

This law, enacted November 1988, with subsequent modification in 1994 by the Federal Acquisition Streamlining Act, (*raising the contractor amount from \$25,000 to \$100,000*), requires compliance by all organizations contracting with any U. S. Federal agency in the amount of \$100,000 or more that does not involve the acquisition of commercial goods via a procurement contract or purchase order, and is performed in whole in the United States. It also requires that *all* organizations receiving federal grants, regardless of amount granted, maintain a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. The Law further requires that all *individual* contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.

Certification that this requirement is being met must be done in the following manner:

By publishing a statement informing all covered employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the covered workplace, and what actions will be taken against employees in the event of violations of such statement.

By providing **ALL** covered employees with a copy of the above-described statement, including the information that as a condition of employment on the Federal contract or grant, the employee must abide by the terms and conditions of the policy statement.

For Federal contractors this encompasses employees involved in the performance of the contract. For Federal grantees all employees must come under this requirement as the act includes all "direct charge" employees (those whose services are directly & explicitly paid for by grant funds), and "indirect charge" employees (members of grantee's organization who perform support or overhead functions related to the grant and for which the Federal Government pays its share of expenses under the grant program).

Among "indirect charge" employees, those whose impact or involvement is insignificant to the performance of the grant are exempted from coverage. Any other person, who is on the grantee's payroll and works in any activity under the grant, even if not paid from grant funds, is also considered to be an employee.

Temporary personnel and consultants who are on the grantee's payroll are covered. Similar workers, who are not on the grantee's payroll, but on the payroll of contractors working for the grantee, are not covered even if physical place of employment is in the grantee's workplace.

By establishing a continuing, drug-free awareness program to inform employees of the dangers of drug abuse; the company's drug-free workplace policy; the penalties for drug abuse violations occurring in the workplace; the availability of any drug counseling, rehabilitation, and/or employee assistance plans offered through the employer.

By requiring each employee directly involved in the work of the contract or grant to notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not less than five (5) calendar days after such conviction.

By notifying the Federal agency with which the employer has the contract or grant of any such conviction within ten (10) days after being notified by an employee or any other person with knowledge of a conviction.

By requiring the imposition of sanctions or remedial measures, including termination, for an employee convicted of a drug abuse violation in the workplace. These sanctions may be participation in a drug rehabilitation program if so stated in the company policy.

By continuing to make a "good-faith" effort to comply with all of the requirements as set forth in the Drug-Free Workplace Act.

All employers covered by the law are subject to suspension of payments, termination of the contract or grant, suspension or debarment if the head of the contracting or granting organization determines that the employer has made any type of false certification to the contracting or grant office, has not fulfilled the requirements of the law, or has excessive drug violation convictions in the workplace. Penalties may also be imposed upon those employing a number of individuals convicted of criminal drug offenses as this demonstrates a lack of good faith effort to provide a drug-free workplace. The contract or grant officer may determine the number on a case-by-case basis. Employers who are debarred are ineligible for other Federal contracts or grants for up to five (5) years. Compliance may be audited by the Federal agency administering the contract or grant.

The Drug-free Workplace Act does not require employers to establish an employee assistance program (EAP) or to implement drug testing as a part of the program.

Source: Federal Registers April 11, 1988 & May 25, 1990 & the Federal Acquisition Streamlining Act of 1994 (FASA).