

REQUEST FOR PROPOSALS (RFP) 8-1440

SAME DAY TAXI SERVICE



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

Key RFP Dates

Issue Date:	February 14, 2018
Pre-Proposal Conference Date:	February 28, 2018
Question Submittal Date:	March 1, 2018
Proposal Submittal Date:	March 20, 2018
Interview Date:	April 2, 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.....	19
EXHIBIT B: COST AND PRICE FORMS	36
EXHIBIT C: PROPOSED AGREEMENT	38
EXHIBIT D: FORMS.....	39
EXHIBIT E: SAFETY SPECIFICATIONS	45
EXHIBIT F: DRUG-FREE WORKPLACE ACT OF 1988.....	49
EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS.....	53



February 15, 2018

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 8-1440: "SAME DAY TAXI SERVICE"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified contractors to provide same day taxi service. Under this program the taxi rider and Authority will share the cost of the trip. The budget for this project is \$4,259,918 for a two-year initial term plus two, one-year option terms.

Proposals must be received in the Authority's office at or before 2:00 p.m. on March 20, 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: Yvette Crowder, Senior Contract Administrator**

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

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

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

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

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

To receive all further information regarding this RFP 8-1440, firms and subcontractors must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Professional Services

Commodity:

Transportation Service
Providers

A pre-proposal conference will be held on February 28, 2018, at 10:00 a.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 1112. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established April 2, 2018, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

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

A pre-proposal conference will be held on February 28, 2018, at 10:00 a.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 1112. 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:

Yvette Crowder, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5616, Fax: 714.560.5792
Email: ycrowder@octa.net

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

proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority.
ycrowder@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 4:00 p.m., on March 1, 2018.
- 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: ycrowder@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than March 6, 2018. 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 Yvette Crowder, Senior Contract Administrator.

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

Category:
Professional Services

Commodity:
Transportation Service
Providers

Inquiries received after 4:00 p.m., on March 1, 2018 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on March 20, 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: Yvette Crowder, Senior Contract Administrator**

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

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

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

4. Acceptance of Proposals

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

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a time and expense contract with firm-fixed unit rates for work specified in the scope of work included in the RFP as Exhibit A.

L. CONFLICT OF INTEREST

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

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

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

M. CODE OF CONDUCT

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

SECTION II: PROPOSAL CONTENT

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 Yvette Crowder, Senior Contract Administrator and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, whether the firm is a Disadvantaged Business Enterprise (DBE), 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. Include a copy of firm's Orange County Taxi Administration Program (OCTAP) certification and include a statement that certification is current and up-to-date.
- (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 firm's policy on dealing with inappropriate conduct of drivers and/or subcontractors. Explain what actions are taken when a complaint is made. Include a copy of firm's policy.
- (5) Offeror to provide proof of compliance with the Federal Transit Administration (FTA), Department of Transportation's drug and alcohol program requirements set forth in the Drug Free Workplace Act of 1988 and must complete the form in Exhibit G.
- (6) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (7) 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.

- (8) Provide a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

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

Offeror to:

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

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Identify the number of vehicles are currently certified by OCTAP.
- (3) Identify the number of service vehicles and accessible vehicles that will be available or on-call for this project. Identify any areas in Orange County that firm cannot service.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror proposes to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form 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 with firm-fixed unit 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, EXHIBIT D

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 contractor, 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 May 14, 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 30%**

 Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references; Drug and Alcohol policy.
- 2. Staffing and Project Organization 15%**

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

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

 Reasonableness of rates; 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 April 2, 2018, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion.

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

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

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

C. AWARD

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

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the

Authority must receive it within three (3) business days of notification of the contract award.

EXHIBIT A: SCOPE OF WORK

Same Day Taxi Service
Scope of Work

I. INTRODUCTION

The Orange County Transportation Authority (OCTA) is seeking proposals from qualified companies to provide subsidized same day taxi services on behalf of OCTA. Selected taxi provider(s) ("Contractor") will provide vehicles, drivers, maintenance, and associated services. OCTA will subsidize qualified trips, paying the subsidy to the Contractor on a monthly basis for trips up to 5 miles.

II. BACKGROUND

On October 25, 2004, the OCTA Board of Directors (Board) approved the Paratransit Growth Management Plan. As part of this plan OCTA initiated a same day taxi service for OC ACCESS eligible customers. Taxis have played a major role in the history of OC ACCESS services since 2005. The same day taxi service reduces OC ACCESS trip demand and extends service to customers where no fixed route services exist. This is not an ADA paratransit service. It is an alternative for OC ACCESS eligible customers who find that it better meets their transportation needs.

III. OVERVIEW

The same day taxi service shall not qualify as a complementary paratransit service as required by the Americans with Disabilities Act of 1990 (ADA), for several reasons: trips will only be requested and provided on the same day; trips will be provided outside of the OC ACCESS service area (including between Orange County and the Veterans Administration Hospital, Long Beach and California State University, Long Beach); hours of service will be limited to certain hours; and the cost to the customer is calculated based on the actual mileage for each trip. The Contractor must provide equivalent service for all customers who are eligible to use this service. The Contractor must have accessible vehicles available, and cannot charge a higher fare for customers who require an accessible vehicle.

Currently, there are 13,000 same day taxi trips completed each month, on average. Trip history and mileage data for the period of July 1, 2012 through June 30, 2017 with a forecast of projected demand through 2020 is included as Attachment A.

IV. GENERAL ROLES and RESPONSIBILITIES

A. OCTA Role and Responsibilities

OCTA's Contracted Transportation Services (CTS) Department shall provide oversight and management of the program to include:

1. Qualify customer's eligibility for the service.
2. Receive and validate invoices for trip subsidy and process payments.

3. Perform overall marketing of the program.
4. Review responses to customer comments by Contractor and determine validity of customer complaints and comments.
5. Monitor service provided for the program.
6. Review of Contractor records to ensure compliance with requirements.
7. Prepare and make presentations to OCTA senior management, Board committees, and the Board relative to project status, as needed.

B. Contractor Role and Responsibilities

Contractor shall:

1. Provide day-to-day management and administrative personnel whose expertise will ensure efficient operation of the same day taxi service. The Contractor will be responsible for determining the direct staffing positions, levels and salaries required to deliver the services as described herein. Failure to provide suitable personnel consistent with the contractual obligations as set forth herein shall be deemed a material breach of contract and may subject Contractor to immediate termination at OCTA's option.
2. Have personnel policies that conform to all state and federal laws including, but not limited to, all regulations concerning Equal Employment Opportunities, FTA Drug and Alcohol Regulations, Compensation, Workers' Compensation, and other regulations as appropriate.
3. Hiring, training, and management of personnel.
4. Provide all requirements needed for successful management and operation of the same day taxi service including all vehicle responsibilities and liabilities associated with the service to include acquisition, maintenance, storage, and insurance of ambulatory and wheelchair accessible vehicles.
5. Manage all ride scheduling and dispatching of taxis for service.
6. Comply with all applicable local, county, state, and federal laws and regulations as they apply to a taxi company, vehicle, and driver.
7. Provide operating services and equipment adequate to support the continued operation and expansion of the same day taxi service.
8. Provide adequate number of drivers and vehicles to respond to all trip requests. No vehicle used for same day taxi service shall at any time exceed ten (10) model years in age. Contractor is responsible for vehicle auto insurance, maintenance, vehicle inspections, licensing, registration, and permitting in accordance with applicable local, county, state, and federal laws and regulations.
9. Provide equipment, day-to-day management, and support of a call center and dispatch to receive and process trip requests.
10. Manage all call center responsibilities and liabilities associated with the service to include equipment, staffing, acquisition, maintenance, storage, and insurance as related to the day to day operations of the call center.
11. Provide a communications system so that communication can be maintained with taxi drivers and dispatch, or company management at all times the same day taxi service is being provided.
12. Provide a Project Manager and a back-up for that manager. Phone numbers must be provided to CTS Department Staff and a Contractor's manager must be

- available at all times that same day taxi service is rendered.
13. Provide timely and accurate recordkeeping, invoicing, and reporting to OCTA in the requested format as required, monthly, and annually.
 14. Attend Contractor meetings with OCTA staff as requested.
 15. Provide a driver training program with emphasis on customer service for customers with special needs. Ensure that all drivers receive the training.
 16. Investigate and respond with appropriate documentation to all customer comments received by OCTA related to the same day taxi service.

V. SERVICE DESCRIPTION

A. Same Day Taxi Service

All same day taxi trips shall be requested through the Contractor. Customers may place ride requests only during operating hours. same day taxi service shall only be offered to OC ACCESS eligible customers. The Contractor will receive requests by telephone and web application. A mobile application may be added by OCTA in the future. OCTA will consider utilizing a Contractor provided mobile application until such time a mobile application is provided by OCTA.

- Daily operating hours will be 6 a.m. to 8 p.m.
- The customer will contact the Contractor to request a trip on the day that the trip is desired and shall request their desired pick-up time and the vehicle type required. The pick-up time may be immediate or a future time on the same day during operating hours.
- Contractor shall allow for more than one trip to be scheduled at a time provided that all trips are requested for the same day.

On time response is required. The Contractor shall arrive to the scheduled pick-up location within thirty (30) minutes of the trip booking or scheduled pick-up time.

B. Fares/Payment

OCTA reserves the right to set fares for all of its services. The same day taxi service will employ a user-side subsidy structure to off-set the customers cost of the trip and reimburse the Contractor per completed trip, up to five miles. Trip costs and mileage will be calculated in Trapeze. All subsidies will be paid based on the trip provided, regardless of the number of passengers carried on a particular trip.

Contractor shall collect customer fares for service in accordance to the fares established by OCTA for trips of 5 miles or less. The current fare for trips up to five miles is \$3.60. The customer will pay the taxi driver for the cost of the ride, including any charges for trips beyond 5 miles. The customer must have the option to pay in cash or by credit card. OC ACCESS coupons may not be accepted as payment for same day taxi service.

OCTA will reimburse the Contractor a flat rate for the trip, utilizing the Contractor proposed prices. OCTA shall only make payment after receipt of a complete operating summary and

monthly invoice is submitted to OCTA. Invoices and reports will be submitted on a monthly basis, by or before the last business day of the month following the month the service was provided. OCTA will reimburse the Contractor on a net 30 days period, pending verification of the data submitted.

A passenger not at the designated pick-up location for vehicle boarding within 5 minutes of an on-time vehicle arrival, based on the requested pick-up time or the estimated time of arrival provided by the Contractor for on-demand rides shall be contacted by phone by the driver or the Contractor. If there is no answer by phone, the driver shall notify dispatch of the exact time and location before the driver is allowed to depart. The Contractor must record the name, date, and location of any No-Show. OCTA will follow the established No-Show policy (see section X). Contractor will not be compensated for No-Shows.

Contractor employees and drivers shall neither solicit nor accept gifts, favors, or anything of monetary value except for unsolicited items of nominal intrinsic value, from any same day taxi customer, their families, or caregivers.

All taxi customer fares are subject to change upon the approval and direction of OCTA. Contractor will be notified at least thirty (30) days in advance of any subsidy policy change.

C. Tolls, Fines, and Charges

Contractor or their drivers shall be responsible for the costs associated with the usage of roads or highways which require a toll charge. OCTA will not be responsible for any toll road costs or fines associated with toll road violations.

OCTA will not be responsible for payment of any traffic fines, parking fees, and any other charges or claims levied against Contractor, or their employees.

D. Operating Hours

The same day taxi program will be provided as a demand-response service or a scheduled ride service for trips requested the same day. Customers will be advised to request service on the day it is needed and at their desired time of day. Trip requests received between 6:00 a.m. and 8:00 p.m., seven days a week, including holidays, must be fulfilled. The Contractor will not be paid for any trips requested outside of the operating hours.

E. Trip Requests

The Contractor shall provide a sufficient number of qualified and trained reservation operators to ensure that all stated goals are achieved. Contractor must answer and properly respond to all telephone, voicemail, Interactive Voice Response (IVR), Telephone Device for the Deaf (TDD), and other calls received for trip reservations, cancellations, ride check status, service inquiries, and general information requests. The overall goal of the reservation operator shall be to provide knowledgeable, friendly and efficient booking and information to customers while maintaining an overall hold time average of less than 90 seconds.

OCTA will provide the Contractor with Trapeze software via Citrix, including operating licenses, for use in the reservations, scheduling, and dispatch of same day taxi services. Contractor will be required to provide the equipment, technical expertise, and support staff necessary to:

1. Train staff as necessary for their positions in the use of Trapeze;
2. Participate in the testing of Trapeze upgrades and train staff in the use of all upgrades;
3. Provide customized performance reports and operating data;
4. Ensure that scheduling staff are knowledgeable of and apply the tools and techniques in Trapeze designed to optimize use.

Call center operators and dispatch staff for same day taxi must be available and operational to accommodate trip requests that are received from 6:00 a.m. to 8:00 p.m. seven days a week, including holidays.

Contractor will be required to provide inbound/outbound telephone and data lines and equipment sufficient to support the program including a digital voice recording system capable of recording all incoming and outgoing service lines. Contractor will run and provide call system reports regarding call center performance indicators to include calls received, average wait time, average wait time for answered calls, and wait time for abandoned calls. OCTA may request additional telecommunication and call center recordings and reports as necessary.

In addition to receiving calls for trip bookings, OCTA will provide a web-based booking system via Trapeze. All trips requested on-line will be directed to the Contractor. Contractor will be responsible for training staff to receive, manage, and dispatch service for these bookings.

Contractor shall provide initial and ongoing training to operators, scheduling, and dispatch staff in all technology systems including telephone sets, functions performed in handling calls, and voicemail message retrieval.

F. Operating Standards

Contractor shall be responsible for ensuring that same day taxi service is operated in accordance with the following operating standards, requirements and procedures:

1. Customers shall be provided safe and courteous service in accordance with all applicable laws, ordinances, and regulations.
2. Accessible vehicles must be used as required for customers in wheelchairs or other mobility devices who require transportation. Transferring or carrying customers from wheelchairs to the seat of a vehicle is strongly discouraged, except for a customer who can transfer without any assistance and who requests service in a non-accessible vehicle.
3. same day taxi will respond within a thirty (30) minute pick-up window beginning with the time the trip was booked by the customer or the customers scheduled pick-up time request. The pick-up window may not be changed by the Contractor

- without direct approval by the customer who booked the trip.
4. A vehicle arriving for a pick-up during this window will wait up to five minutes for the customer to make themselves available to begin boarding the taxi, during which time the driver or Contractor will attempt to alert the customer to the vehicle's arrival.
 5. Trips must include the OC ACCESS-eligible customer. Additional passengers may accompany the customer and be transported at the same time, provided they board and disembark at the same location.
 6. Drivers may not refuse transport of any customer traveling with a "service animal." The term "service animal" is legally defined in the ADA, in the regulations for Title III, as an animal "individually trained to do work or perform tasks for the benefit of an individual with a disability."
 7. Contractor shall report any difficulties experienced in transporting a customer, whether related to safety, behavior, or other reason.
 8. Transportation may be refused to customers who are a threat to the health, safety, or welfare of the driver due to customer's violent, seriously disruptive or illegal conduct. Contractor must consult with OCTA staff prior to any refusal of service to any customer except in emergency situations where safety dictates immediate action. Violent, illegal or disruptive conduct is not allowed aboard the vehicle. OCTA has developed policies for handling customers whose conduct interferes with the safe operation of public transportation. If a driver reports inappropriate behavior by a customer (or parent, care provider, etc.), and the conduct continues to interfere with the safe operation of the taxi, OCTA will work with parents, care providers, school or employment personnel, or anyone immediately involved with the customer to provide appropriate behavior education to that customer.
 9. Contractor shall provide an Estimated Time of Arrival (ETA) for all on-demand trips at the time of booking.
 10. Collect fares, handle, account for, and report all customer fares received during operation of the service.
 11. Investigate all customer comments received, providing responses for 90% or more within five business days.
 12. Prepare and submit all operating reports on time and in the prescribed formats.
 13. Maintain a Lost and Found policy and ensure that taxi drivers are aware of the procedures for handling items left in a taxi cab.
 14. Provide required office equipment and any other equipment deemed necessary to operate the service.
 15. Attend meetings with OCTA staff as required.
 16. Attend OCTA Board of Directors and Board Committee meetings relative to project status as needed.
 17. Notify OCTA of all in-service emergency calls to law-enforcement or for medical response.
 18. Contractor shall be responsible for and remedy any damage caused to a wheelchair or other customer mobility device that is caused by its operations.

G. Customer Comments, Compliments and Complaints (C3)

OCTA will monitor the quality of the same day taxi service using a combination of methods. Customer feedback will be a primary source of information. OCTA has a standard customer comment process which will be used to receive and respond to customer comments, complaints, and compliments about the same day taxi service. The Contractor will be provided access to and will be required to participate in OCTA's customer process for managing and responding to comments, compliments, and complaints (C3) as follows:

1. Customers will be encouraged to contact OCTA directly to submit comments about their experience on the same day taxi service through OCTA's Customer Relations department.
2. Any customer comment received directly by the Contractor will be referred to the Customer Information Center for proper handling.
3. Once a comment is received, it is electronically filed and assigned to the Contractor for investigation and follow-up.
4. Email notification will be sent to the Contractor when a comment for the same day taxi service is received.
5. Contractor must investigate and respond to each comment in C3 within five business days.
6. All comment responses will be reviewed by OCTA staff. OCTA will determine if the comment is valid or invalid. Validity determinations will be communicated with the Contractor.

Behavior complaints against a driver and/or dispatcher will be received by OCTA. OCTA may request the removal of any driver or Contractor employee from the program for cause including excessive valid complaints, rudeness, accidents, incidents, or inappropriate behavior. OCTA has a zero-tolerance policy for inappropriate behavior.

H. Performance Standards

Trips provided under the same day taxi program are subject to performance standards established for the service. As a result, incentives and/or penalties resulting from service provided will be assessed utilizing the standards described within the contract.

OCTA shall review the standards established for the Contractor and same day taxi service to ensure that those standards remain appropriate. In consultation with the Contractor, OCTA may, at its discretion, adjust standards, incentives and penalties to ensure and encourage increased efficiency and improved performance of services.

I. Assessment of Incentives and Penalties

Contractor will be responsible to report on a monthly basis if incentives or penalties are due. OCTA will verify the incentives or penalties based on reports received from the contractor. The Contractor shall be given an opportunity to provide, in writing that the Contractor could not reasonably have prevented the failure. Any such claim must be supported by adequate documentation provided by the Contractor. If OCTA determines that the failure was not preventable, then the penalty may be waived and said determination transmitted in writing to

the Contractor.

OCTA's decision to waive the assessment of any penalty shall in no way affect OCTA's right or intent to assess a penalty for a similar failure in the future and shall in no way affect the Contractor obligation to meet the associated performance standard. Continued non-performance by the Contractor and/or serious violation of service standards may result in assessment of penalties up to and including termination of contract. OCTA will not assess any incentives or penalties during the first 60 days of the agreement.

VI. INCENTIVES AND PENALTIES

Category	Standard	Incentive	Penalty	Comment
On-Time Performance (OTP)	SDT Service shall operate at 90% or greater on time performance for all trips.	\$500 for each percentage point above 90% on time with no missed trips.	\$500 for each percentage point below 90% on time.	On the second occurrence of achieving a 0.10 or greater increase in OTP for a reporting month, the benchmark standard shall be re-set at this level. Contractor shall then be eligible for additional incentives based on this new standard. The 30-minute pickup window shall be the on-time window measured from the time the ride request was made, or the time the ride was scheduled by the customer, to the taxi arrival time.
Excessively Late Trips	No more than 0.050% of all completed passenger trips.	<0.04% passenger trips excessively late = \$500	>0.06% <0.099% SDT trips excessively late = \$500 OR >0.1% SDT trips excessively late = \$1,000	An "excessively late trip" shall be defined as a trip on which the vehicle arrives more than 30 minutes past the pick-up window and the customer takes the trip.
Missed Trips	No more than 0.4% of all completed SDT trips.	<0.30% SDT trips missed = \$500.	>0.5% <0.79% SDT trip missed = \$500 OR >.75 SDT trips missed late = \$1,000	A "missed trip" is defined as any trip for which no taxi is assigned, or no taxi arrives to pick up the customer at the designated location.
Valid Complaints	No more than one and one-half valid complaints per one thousand trips/month.	None	\$100 for each valid complaint over one and one-half (1 ½) per one thousand trips.	Calculated as monthly trips x 0.0015 = allowed valid comments before penalty. Contractor shall be penalized \$100.00 for each valid comment above number of valid comments allowed.
Non-Responsive to Complaints	90% of all complaints completed within 5 business days.	None	\$500 for each month with more than 10% of complaints not completed.	
Accident Report	Report all accidents within 24 hours by verbal & written reporting.	None	\$1,000 per accident not reported.	Measured as the number of occurrences where an accident is not reported within 24 hours x \$500 =Penalty.

Call Center Telephone Hold Time	Contractor shall maintain an average telephone hold time of 90 seconds or less for all lines.	None	\$500 deduction from invoice for each month that the average hold time exceeds 90 seconds	Measured as the average telephone hold time for all service lines (reservations, cancellation, ride check and general information) for the calendar month.
---------------------------------	---	------	---	--

A. Accidents/Incidents

Contractor shall immediately notify by phone the designated CTS Department staff of any accident and/or incident that occurs while providing same day taxi service. A written report must be submitted within 24 hours of the occurrence of the accident or incident.

B. Drivers and Driver Training

Contractor shall require all drivers to be permitted as a driver, and as a condition of the permit, undergo and pass a background investigation prior to being placed into service under the program. The driver application and proof of a valid driver permit shall become a part of the driver's official file and available for review upon request, **except to the extent already maintained by a permitting OCTA**. Any driver determined to not be in compliance with the permitting requirements must be immediately removed from service.

Contractor shall ensure that all drivers providing services will have no more than three (3) moving violation points on their driver license within the last thirty-six months. Contractor shall obtain and maintain updated California Motor Vehicle Reports using the Department of Motor Vehicles Pull Notice Program for each driver to be used to provide same day taxi service. Any driver found not in conformity with these requirements must be removed from participation in the same day taxi service.

Contractor shall describe how drivers will be monitored while operating this service and will be responsible for maintaining accurate and detailed records of training provided to all personnel assigned or participating in the provision of this service. Records that include participant's name, position, driver permit number (if applicable), and date of completed training shall be furnished to OCTA on request.

Contractor shall describe the hiring (or leasing/subcontracting relationship), screening and training process which will ensure that their drivers, dispatchers, call takers, and supervisors must receive to be able to appropriately provide service to customers with disabilities, emphasizing passenger empathy and sensitivity related to customers using this service. The goal of training is to provide an understanding of the different needs of customers with disabilities. Course emphasis should include cultural diversity, aging sensitivity, and social awareness. Training must also include the transportation of customers with service animals, driver safety, and passenger courtesy, in addition to all aspects of the same day taxi service including fare collection, policies and procedures, and booking methods. Any training which may be required by local, county, state, or federal laws and regulations.

same day taxi service drivers shall:

1. Be a licensed driver for a minimum of three (3) years, speak and understand English and be at least 21 years old.
2. Have and maintain a current valid State of California Driver License and maintain a good driving record. Provide notification to designated supervisor and/or management if their license has been suspended, revoked, or cancelled. Said notification must occur before the end of the business day if not operating a vehicle that day, and prior to operating a vehicle following such loss of privilege.
3. Perform their duties with due regard for the safety, comfort and convenience of customers and their property.
4. Wear clothing which is clean and neat in appearance.
5. Prior to service start, ensure the wheelchair accessible vehicle has a sufficient number of wheelchair tie down straps and customer securement devices to secure wheelchairs in accordance with ADA regulations. A sufficient number of wheelchair and customer securement devices are defined as the maximum wheelchair capacity for the individual vehicle. Customers in wheelchairs must be secured in a forward-facing position using a 4-point tie down for the wheelchair and a lap belt and shoulder harness for the customer traveling in a wheelchair. The driver shall not secure customers traveling in a wheelchair in a sideways facing orientation. Tie down straps and lap/shoulder belts must be maintained in good condition, kept clean (so as not to soil the customer's clothes) and properly stored in an off the floor rack, cabinet or pouch when not in use and cannot be left on the vehicle floor.
6. Appropriately announce their presence at the specified location for pick up in an attempt to locate the customer(s), if the customer(s) does not appear for the pickup at the scheduled time. Sounding horn does not constitute an appropriate announcement and is prohibited.
7. Get out of the vehicle and open and close the vehicle door when customers enter or exit the vehicle.
8. Accommodate customers traveling with a service animal. Service may be refused if a service animal is seriously disruptive. Service animals may not occupy a seat at any time, and for health and safety reasons must remain on the floor of the vehicle.
9. For customers transferring from a wheelchair to a taxi, the driver shall assure that the wheelchair is safely and securely stored. Contractor shall be responsible for any damage caused to a wheelchair or other mobility device which occurs in the provision of service.
10. Confirm that the correct passenger is on-board prior to departing a pick-up location.
11. Collect all passenger fares in accordance with the passenger fare established by OCTA. Allow cash or credit card payment.
12. Contact Contractors dispatch before leaving a designated location, without picking up the customer(s), and when encountering problems such as customer(s) not being ready, customer(s) not waiting at the designated pickup location, incorrect addresses or addresses which are inaccessible to wheelchairs. If the driver arrives at the pickup location and the customer is not there, he or she must wait five minutes past the arrival time or the scheduled ride time before contacting the

dispatcher for authorization to leave.

13. Comply with all applicable local, county, state, and federal laws, permitting regulations and licensing requirements, including drug and alcohol testing.

Contractor shall ensure that drivers do not engage in any of the following activities when providing service:

1. Use of intoxicating liquors, narcotics or controlled substances of any kind.
2. Smoking in any taxi vehicle at any time.
3. Carrying of any kind of weapon or item reasonably construed to be a weapon.
4. Resorting to verbal abuse or physical violence to settle a dispute with a fellow driver, customer(s) or the general public while on duty.
5. Spitting or urinating in inappropriate places or any other unsanitary, offensive or insensitive practices or behavior.
6. Use of loud, threatening, indecent or profane language and/or making threatening or obscene gestures toward customers or others.
7. Physically touching and/or assisting a customer without first obtaining the customer's permission to do so.
8. Unprofessional conversation, behavior, jokes, or comments which can be construed as sexual harassment or offensive to others.
9. Entering a customer's home.
10. The use of a personal cell phone when customers are in the vehicle, unless using a hands-free device while communicating with Contractor.
11. Playing any entertainment radio or other devices while customers are in the vehicle.

VII. VEHICLES

All taxi vehicles used for the same day taxi service must comply with permitting rules and regulations, as well as all other applicable local, county, state and federal rules, regulations, and vehicle codes. All taxi vehicles must display a valid vehicle permit on the rear of the vehicle, and a valid driver permit posted inside the vehicle when in service.

To be qualified to provide the same day taxi service, Contractor shall demonstrate that they can accommodate all requests for service including customers who require an accessible vehicle to travel.

A. Vehicle Standards

The Contractor shall be responsible for ensuring that all vehicles utilized in same day taxi service are maintained in accordance with the established vehicle standards and comply with all local, county, state, and federal laws, codes, and permitting requirements.

The determination of the number of vehicles required for service is the responsibility of the Contractor. The Contractor shall provide an equipment list of all authorized vehicles proposed for use within this program monthly, which shall include, year, make, model, vehicle identification number (VIN), seating capacity, fuel type, fleet and vehicle permit number, in

addition to indicating if the taxi is accessible with a lift or a ramp. All vehicles must comply with vehicle permitting regulations, and display a valid permit.

The maximum age of vehicles shall not exceed 10-years for use during the term of this agreement. All vehicles must also comply with the following to be eligible for operation under this agreement.

All vehicles (including replacement vehicles) must:

1. Display a valid taxicab permit and continually meet the requirements for said permit.
2. Meet all applicable California motor vehicle codes 24000-28150, and any other applicable motor vehicle codes.
3. Have a rear-view mirror and side-view mirrors mounted on both sides of the vehicle.
4. Have a functioning speedometer indicating speed in miles per hour and a functioning odometer correctly indicating distance in tenths of a mile.
5. Have unobstructed vision on all sides of vehicle.
6. Be equipped with a two-way communication system, which affords contact with the vehicle during all hours of operation. Pagers are not an acceptable substitute. If cell phone communication systems are used, drivers must use "hands-free" accessories.
7. Meet all safety and mechanical standards established by the local codes, California State statutes and Federal regulations, if any, and have passed all inspections as required for permitting.
8. Vehicles may be inspected at any time. A vehicle is subject to immediate removal from service if deemed unsafe or otherwise in violation of safety standards or requirements.
9. Drivers and customers must be secured in seats with seat belts at all times the vehicle is in operation.
10. Vehicles which provide transportation to customers utilizing a wheelchair shall be properly equipped to secure the wheelchair.
11. For lift equipped vehicles, an emergency method of operating the lift if the power to the lift fails is required.
12. Each vehicle shall be weather-tight and free of water leaks.
13. Contractor shall ensure that the driver or maintenance personnel daily test all safety and securement components prior to engaging vehicle in service, and that all defects are corrected in accordance with manufacturer's specifications prior to vehicle being placed in service.

B. Preventive Maintenance

The Contractor shall develop a preventive maintenance plan in accordance with vehicle manufacturer's recommended Preventive Maintenance Inspection (PMI) requirements and maintain records which detail the work performed for each vehicle. These records must be available for review by the OCTA. The objectives of the maintenance program are to reduce unscheduled maintenance time and road failures through comprehensive, scheduled, preventive maintenance, which encompasses inspections, repairs, oil and filter changes and

engine and transmission performance analysis.

C. Vehicle Cleanliness Requirements

To facilitate customer service, it is imperative that vehicles remain clean and free from body damage (other than minor scratches). If vehicles are found not in compliance with the vehicle cleanliness/aesthetic requirements, written notice will be served. Vehicles not brought up to standard within 10-days will be subject to removal from service.

The exterior of each vehicle shall be cleaned at least once a week unless inclement weather dictates additional cleaning. Vehicle interiors shall be cleaned on a daily basis. The daily cleaning will consist of, at minimum:

1. Carpets, floors and upholstery dry and free of dirt, debris, stains, rips, or holes;
2. Dashboard clean and free of cracks;
3. Seatbelts clean and fully operational;
4. Interior free of any unpleasant or overpowering odors;
5. Clean inside of all windows, removing all dust, fingerprints and head prints;
6. Doors and armrest clean;
7. Crevices clean and free of debris;
8. Operator identification properly displayed and easily viewed;
9. Removal/repair of graffiti damage.

D. Accident Repairs

Damaged vehicles due to accidents shall be promptly removed from service and repaired by the Contractor. All body and glass damages are the sole responsibility of the Contractor and shall be repaired consistent with the manufacturer's repair standards. Vehicles with body damage other than minor scratches shall not be used for same day taxi service until repairs have been completed.

E. Vehicle Inspections

All vehicles within the program and vehicles added later are subject to random inspections for compliance. Failure to maintain vehicles in accordance with requirements will result in those vehicles being removed from service until the vehicle is in compliance and verified by the OCTA.

F. Vehicle Fueling

Vehicle fueling is the responsibility of the Contractor and/or driver. Fueling with customers onboard is strictly prohibited.

VIII. INFORMATION TECHNOLOGY REQUIREMENTS

The Contractor shall be responsible for providing and managing the labor and resources to effectively and competently operate and maintain its own technology assets as well as any

technology and data assets that may be provided to the Contractor by OCTA that are required to be used to operate the same day taxi service. The Contractor is responsible for all training required to effectively and competently operate and adapt to evolutions in the technology assets.

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

OCTA shall provide transit scheduling software and shall be accomplished via Citrix thin-clients. Support shall be provided by the OCTA Help Desk. Contractor shall cooperate and assist OCTA in the planning, implementation and assessment of technology activities and systems.

A. Telephone

Toll free voice telephone services are provided by OCTA for same day taxi trip requests, customer information, and other service inquiries. The phone number for these telephone services shall be owned and provided by OCTA and must be relinquished to OCTA at such time the contract is transitioned to another operation.

Telephone calls shall be handled by an Automatic Call Distribution Network (ACDN) system that shall give the caller a choice among options depending upon the purpose of their call; the ACDN shall track telephone volume and disposition. The specific caller options shall include, at a minimum: speak with an operator for trip booking or information, speak with an operator to cancel or check on a ride.

For any additional frame-relay, point to point circuits, or other telephone/data utility service that is for Contractor's needs unrelated to direct support of same day taxi service, Contractor is responsible for providing this and for any resulting installation and ongoing charges.

IX. MONTHLY INVOICES AND ASSOCIATED REPORTS

It is OCTA's intent to have all activity entered into and tracked using the Trapeze PASS scheduling software. It is expected that this reporting will be pulled from the Trapeze PASS database after all data for the month has been completely reconciled and entered into the Trapeze database. Contractor shall be responsible for collecting and entering data into the Trapeze PASS database that is not automatically entered into the system by MDT and shall be responsible for the integrity of the data. Contractor shall be responsible for pulling the data and reporting it to OCTA for review and validation upon the Contractor's completed month's reconciliation.

Contractor must submit monthly invoice, notices, and associated reports as set forth below. Contractor shall submit invoices and Monthly Operating Reports no later than the 30 days after the month end.

A. Trip Level Detail Report

Contractor will submit a weekly and monthly summary of ride booking activity that includes the following:

1. Number of completed trips
2. Customers name and OC ACCESS ID number
3. Date of booking
4. Trip origin and destination address
5. Booking or scheduled pick-up time
6. Actual pick-up time
7. Drop-off time
8. Trip mileage from pick-up to drop-off
9. Number of passengers
10. Taxi fleet number
11. Total number of trips requested
12. Information detailing all trips which were marked as a No-Show (passenger address, scheduled pick up time, driver arrival time, phone number called).
13. All trips cancelled prior to driver arrival.

B. Incident Report

Contractor will provide a daily report of any incident that occurs to include accidents, breakdowns, or other unforeseen events, and description of the action taken. An incident summary must also be provided to OCTA at the close of each calendar month as part of the Monthly Report.

C. Call Center Report

Contractor will submit a daily and monthly summary of all activity for the month as part of the Monthly Report that includes the following:

1. Calls answered
2. Calls abandoned
3. Average wait time for answered calls (hold time)
4. Percent of calls on hold over 5 minutes

D. Monthly On-Time and Excessively Late/Missed Trips Report

Each month, the Contractor shall prepare and submit a Trapeze report that documents the same day taxi on-time performance, excessively late trips and missed trips.

X. OCTA NO-SHOW POLICY

No-Shows and late cancellations will be tracked each month by OCTA. A customer may accrue no more than two (2) No-Shows or late cancellations during any single month with no penalty. A warning letter may be initiated after receiving the second No-Show or late cancellation to remind the customer of the policy and inform the customer that OC ACCESS

privileges may be suspended if an additional No-Show or late cancellation is received during the month.

1. First No-Show or late cancellation within a calendar month
Action taken: None
2. Second No-Show or late cancellation within a calendar month
Action taken: A warning letter may be sent to the customer's address of record.
3. Third No-Show or late cancellation within a calendar month
Action taken: A notice of suspension will be sent to the customer's address of record. It is the customer's responsibility to track cancellations and No-Shows to ensure that they are kept within an acceptable level. It is also the customer's responsibility to ensure that OCTA is properly informed of any change in mailing address.
 - i. This notification will advise the customer of OCTA's intent to suspend the customer from the service for a period of thirty (30) days.
 - ii. Authority will provide a thirty (30) day notice of the suspension to allow the customer to make alternative transportation arrangements and/or appeal the suspension.

XI. COST BY TRIP MILEAGE

Attachment A provides trip and mileage data history and projections for the next two fiscal years. Based on this data, the Contractor can provide a cost based on a single combined trip subsidy that applies to all mileage and cost categories on Exhibit B, Price Summary Sheet.

Cost Category
0 to 3 miles
3.01 to 4 miles
4.01 to 5 miles
Accessible Vehicle



Orange County Transportation Authority
Same-Day Taxi Trip History and Forecast

Growth Rates	FY2019	FY2020
CPI	2.16%	2.23%

ATTACHMENT A

Same-Day Taxi Trips

Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	FYTD	Growth
FY2012	2,407	2,656	2,738	2,696	2,568	2,874	2,743	2,660	2,769	2,648	2,985	2,855	32,599	
FY2013	3,604	4,317	3,882	4,503	4,506	5,162	5,053	4,194	4,397	4,297	4,562	4,425	52,902	62.28%
FY2014	4,616	5,353	5,418	6,007	5,732	6,382	6,052	5,789	6,267	6,544	6,497	5,889	70,546	33.35%
FY2015	6,969	7,409	7,213	7,902	6,925	7,771	7,579	7,681	8,454	8,548	8,484	8,505	93,440	32.45%
FY2016	8,819	9,135	8,542	8,252	7,821	8,631	8,086	7,961	8,924	8,932	9,026	9,062	103,191	10.44%
FY2017	9,865	10,409	10,430	10,445	9,938	10,998	10,614	10,249	11,924	11,129	11,603	11,883	129,487	25.48%
FY2018	12,056	13,160	12,859	13,026	12,368	13,696	13,321	12,863	14,972	13,973	14,564	14,920	161,779	24.94%

0-3 Miles

Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	FYTD	Growth
FY2012	1,926	2,166	2,220	2,112	2,071	2,315	2,159	2,071	2,177	2,105	2,379	2,286	25,987	
FY2013	2,527	2,796	2,520	2,871	2,865	3,259	3,199	2,576	2,693	2,547	2,716	2,588	33,157	27.59%
FY2014	2,732	3,247	3,174	3,400	3,325	3,820	3,600	3,480	3,675	3,815	3,775	3,436	41,479	25.10%
FY2015	4,042	4,303	4,275	4,629	4,103	4,734	4,624	4,466	4,881	4,992	4,858	4,991	54,898	32.35%
FY2016	5,158	5,291	4,794	4,644	4,553	5,102	4,774	4,563	5,062	5,073	5,086	5,277	59,377	8.16%
FY2017	5,797	6,034	5,854	5,955	5,534	6,217	6,071	5,846	6,672	6,245	6,529	6,619	73,373	23.57%
FY2018	6,848	7,254	7,049	7,305	6,745	7,586	7,502	7,224	8,245	7,717	8,068	8,179	89,721	22.28%

3-4 Miles

Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	FYTD	Growth
FY2012	251	249	288	311	271	292	280	298	279	274	340	317	3,450	
FY2013	457	637	579	693	718	827	749	646	718	723	771	757	8,232	138.61%
FY2014	787	807	912	973	919	1,038	986	943	1,065	1,083	1,137	1,057	11,707	42.21%
FY2015	1,207	1,287	1,151	1,330	1,108	1,122	1,213	1,295	1,457	1,449	1,561	1,338	15,518	32.55%
FY2016	1,447	1,480	1,460	1,406	1,317	1,396	1,328	1,415	1,547	1,587	1,690	1,575	17,648	13.73%
FY2017	1,640	1,687	1,829	1,805	1,666	1,790	1,797	1,768	2,091	1,939	2,104	2,136	22,252	26.09%
FY2018	2,062	2,339	2,266	2,257	2,089	2,246	2,266	2,229	2,636	2,445	2,653	2,693	28,182	26.65%

4+ Miles

Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	FYTD	Growth
FY2012	230	241	230	273	226	267	304	291	313	269	266	252	3,162	
FY2013	620	884	783	939	923	1,076	1,105	972	1,029	1,027	1,075	1,080	11,513	264.10%
FY2014	1,097	1,299	1,332	1,634	1,488	1,524	1,466	1,366	1,527	1,646	1,585	1,396	17,360	50.79%
FY2015	1,720	1,819	1,787	1,943	1,714	1,915	1,742	1,920	2,116	2,107	2,065	2,176	23,024	32.63%
FY2016	2,214	2,364	2,288	2,202	1,951	2,133	1,984	1,983	2,315	2,272	2,250	2,210	26,166	13.65%
FY2017	2,428	2,688	2,747	2,685	2,738	2,991	2,746	2,635	3,161	2,945	2,970	3,128	33,862	29.41%
FY2018	3,146	3,567	3,544	3,464	3,534	3,864	3,554	3,410	4,091	3,811	3,844	4,048	43,876	29.57%

Wheelchair Trips

Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	FYTD	WH/RT
FY2017	50	51	30	11	39	32	43	88	61	72	84	167	728	0.56%
FY2018	222	372	444	355	337	373	363	351	408	381	397	407	4,410	2.73%

No Show Trips

Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	FYTD	NS/RT
FY2017	220	183	232	264	287	270	202	271	249	239	226	233	2,876	2.22%
FY2018	185	200	227	289	275	304	296	286	333	310	323	331	3,359	2.08%



Orange County Transportation Authority
Same-Day Taxi Trip History and Forecast

Growth Rates	FY2019	FY2020
CPI	2.16%	2.23%

FY2019 Estimates

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	FY2019	Assumption Rates
0-3 mi	8,374	8,870	8,620	8,932	8,248	9,276	9,174	8,834	10,082	9,436	9,866	10,002	109,714	22.3%
3-4 mi	2,611	2,962	2,870	2,859	2,646	2,845	2,870	2,823	3,339	3,096	3,360	3,411	35,692	26.6%
4+ mi	4,076	4,622	4,592	4,489	4,579	5,007	4,605	4,418	5,300	4,938	4,980	5,245	56,851	29.6%
Total Trips	15,061	16,454	16,082	16,280	15,473	17,128	16,649	16,075	18,721	17,470	18,206	18,658	202,257	25.02%
Wheelchair Cost	\$ 2,097.10	\$ 2,291.06	\$ 2,239.26	\$ 2,266.83	\$ 2,154.46	\$ 2,384.91	\$ 2,318.21	\$ 2,238.29	\$ 2,606.72	\$ 2,432.53	\$ 2,535.01	\$ 2,597.94	\$ 28,162.31	2.73%
Trip Cost	\$ 136,227.82	\$ 149,533.70	\$ 146,355.62	\$ 147,575.50	\$ 141,160.29	\$ 155,935.62	\$ 150,886.60	\$ 145,670.64	\$ 170,222.64	\$ 158,793.13	\$ 165,146.54	\$ 169,653.51	\$1,837,161.61	\$9.08
Total Cost	\$ 138,324.92	\$ 151,824.76	\$ 148,594.88	\$ 149,842.33	\$ 143,314.75	\$ 158,320.53	\$ 153,204.81	\$ 147,908.93	\$ 172,829.36	\$ 161,225.66	\$ 167,681.55	\$ 172,251.45	\$1,865,323.92	\$9.22

FY2020 Estimates

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	FY2020	Assumption Rates
0-3 mi	10,240	10,847	10,541	10,922	10,086	11,343	11,218	10,802	12,329	11,539	12,064	12,231	134,162	22.3%
3-4 mi	3,307	3,751	3,635	3,621	3,351	3,603	3,635	3,575	4,229	3,921	4,255	4,320	45,203	26.6%
4+ mi	5,281	5,989	5,950	5,816	5,933	6,488	5,967	5,724	6,867	6,398	6,453	6,796	73,662	29.6%
Total Trips	18,828	20,587	20,126	20,359	19,370	21,434	20,820	20,101	23,425	21,858	22,772	23,347	253,027	25.10%
Wheelchair Cost	\$ 2,680.14	\$ 2,930.53	\$ 2,864.91	\$ 2,898.08	\$ 2,757.30	\$ 3,051.10	\$ 2,963.70	\$ 2,861.35	\$ 3,334.52	\$ 3,111.46	\$ 3,241.57	\$ 3,323.42	\$ 36,018.08	2.73%
Trip Cost	\$ 174,777.95	\$ 192,017.13	\$ 187,981.76	\$ 189,405.65	\$ 181,376.61	\$ 200,290.37	\$ 193,655.01	\$ 186,945.04	\$ 218,600.62	\$ 203,907.77	\$ 211,992.54	\$ 217,873.52	\$2,358,823.97	\$9.32
Total Cost	\$ 177,458.09	\$ 194,947.66	\$ 190,846.67	\$ 192,303.73	\$ 184,133.91	\$ 203,341.47	\$ 196,618.71	\$ 189,806.39	\$ 221,935.14	\$ 207,019.23	\$ 215,234.11	\$ 221,196.94	\$2,394,842.05	\$9.46

Total Estimate for 2 years

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	Assumption Rates
0-3 mi	18,614	19,717	19,161	19,854	18,334	20,619	20,392	19,636	22,411	20,975	21,930	22,233	243,876	
3-4 mi	5,918	6,713	6,505	6,480	5,997	6,448	6,505	6,398	7,568	7,017	7,615	7,731	80,895	
4+ mi	9,357	10,611	10,542	10,305	10,512	11,495	10,572	10,142	12,167	11,336	11,433	12,041	130,513	
Total Trips	33,889	37,041	36,208	36,639	34,843	38,562	37,469	36,176	42,146	39,328	40,978	42,005	455,284	
Wheelchair Cost	\$ 4,777.24	\$ 5,221.59	\$ 5,104.17	\$ 5,164.91	\$ 4,911.76	\$ 5,436.01	\$ 5,281.91	\$ 5,099.64	\$ 5,941.24	\$ 5,543.99	\$ 5,776.57	\$ 5,921.36	\$ 64,180.38	
Trip Cost	\$ 311,005.77	\$ 341,550.83	\$ 334,337.38	\$ 336,981.15	\$ 322,536.90	\$ 356,225.99	\$ 344,541.61	\$ 332,615.68	\$ 388,823.26	\$ 362,700.90	\$ 377,139.08	\$ 387,527.03	\$4,195,985.58	\$9.22
Total Cost	\$ 315,783.01	\$ 346,772.42	\$ 339,441.55	\$ 342,146.06	\$ 327,448.66	\$ 361,662.00	\$ 349,823.52	\$ 337,715.32	\$ 394,764.50	\$ 368,244.89	\$ 382,915.65	\$ 393,448.39	\$4,260,165.96	\$9.36

*Based on actuals thru September 2017

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

SAME-DAY TAXI SERVICES

Enter below the proposed rates for the services described in the Scope of Work, Exhibit A. Rates shall include direct costs, indirect costs, profits. The Authority's intention is to award a time and expense contract with firm-fixed unit rates. Based on the data in Attachment A, provide cost based on a single trip subsidy. The pricing must not include the rider's fare of \$3.60.

<i>Cost Category</i>	<i>Initial Term 7/1/2018 – 6/30/2020</i>	<i>First Option Term 7/1/2020 – 6/30/2021</i>	<i>Second Option Term 7/1/2021 – 6/30/2022</i>
0 to 3 Miles			
3.01 to 4 Miles			
4.01 – 5 Miles			
Accessible Vehicle			

- I acknowledge receipt of **RFP 8-1440** and Addenda No.(s)_
- This offer shall remain firm for _____ days from the date of proposal.
(Minimum of 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

EXHIBIT C: PROPOSED AGREEMENT

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

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

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 for each approved trip provided by CONTRACTOR during the billing period based on the verification of a monthly invoice, AUTHORITY shall reimburse CONTRACTOR with a subsidy rate per the following rate schedule:

<u>Contract Term</u>	<u>0 to 3 miles</u>	<u>3.01 to 4 miles</u>	<u>4.01 to 5 miles</u>
Initial Year 1, (7/1/18-6/30/20)			
Option Term 1, (7/1/20-6/30/21)			
Option Term 2, (7/1/21-6/30/22)			

B. The passenger shall pay, upon boarding, Three Dollars and Sixty Cents (\$3.60) to the taxi operator and any subsequent charges, as shown on the meter. All cash fares collected shall be retained by CONTRACTOR.

C. CONTRACTOR shall be reimbursed for only those trips which are scheduled and approved by the AUTHORITY.

D. Invoices shall be submitted by CONTRACTOR on a monthly basis by the 10th business day of the following month and shall be submitted in duplicate to AUTHORITY's Accounts Payable office. If any portion of the invoice is disputed by AUTHORITY, AUTHORITY agrees to reimburse CONTRACTOR for all undisputed costs. Disputed costs shall be resolved in thirty (30) days and be included in the subsequent payment to CONTRACTOR. AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each correct invoice. Each invoice shall include the following information:

/

1. Agreement No. C-8-1440;
2. Itemize each trip for which payment is being requested;
3. The time period covered by the invoice;
4. Monthly report
5. Total monthly invoice;
6. Certification signed by the CONTRACTOR or his/her designated alternate that
 - a) The invoice is a true, complete and correct statement of reimbursable costs and progress;
 - b) The backup information included with the invoice is true, complete and correct in all material respects;
 - c) All payments due and owing to suppliers have been made;
 - d) Timely payments will be made to and suppliers from the proceeds of the payments covered by the certification and;
 - e) The invoice does not include any amount which CONTRACTOR intends to withhold or retain from a supplier unless so identified on the invoice.
6. Any other information as agreed or requested by AUTHORITY to substantiate the validity of an invoice.

ARTICLE 6. MAXIMUM OBLIGATION

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

ARTICLE 7. NOTICES

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

/

To CONTRACTOR:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Yvette Crowder

Senior Contract Administrator

(714) 560 - 5616

ycrowder@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

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

ARTICLE 9. INSURANCE

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

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

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

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

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

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-8-1440; and, the Senior Contract Administrator's Name, Yvette Crowder.

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 8-1440; (3) CONTRACTOR's proposal dated __ ; (4) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 11. CHANGES

By written notice or order, AUTHORITY may, from time to time, order work suspension and/or make changes in the general scope of this Agreement, including, but not limited to, the services furnished to AUTHORITY by CONTRACTOR as described in the Scope of Work. If any such work suspension or change causes an increase or decrease in the price of this Agreement, or in the time required for its

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

5 **ARTICLE 12. DISPUTES**

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

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

17 **ARTICLE 13. TERMINATION**

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

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

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

ARTICLE 14. INDEMNIFICATION

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

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

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

/

Subcontractor Name/Addresses

Subcontractor Amounts

.00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

ARTICLE 17. CONFLICT OF INTEREST

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

ARTICLE 18. CODE OF CONDUCT

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

/

ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES

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

ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 22. PROHIBITED INTERESTS

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

ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS

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

shall be retained by AUTHORITY.

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

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

ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT

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

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

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

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

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

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

negotiated for all preliminary data.

ARTICLE 26. FORCE MAJEURE

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

ARTICLE 27. HEALTH AND SAFETY REQUIREMENT

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

/

/

/

/

/

/

/

/

/

/

/

/

/

/

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-8-1440 to be executed on the date first above written.

CONTRACTOR

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____

By _____

Darrell Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By _____

James M. Donich
General Counsel

APPROVED:

By _____

Beth McCormick
General Manager, Transit Division

EXHIBIT D: FORMS

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

Last Rev. 08/26/2015

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

Lisa A. Bartlett, Chair
Tim Shaw, Vice Chair
Laurie Davies, Director
Barbara Delgleize, Director
Andrew Do, Director
Lori Donchak, Director
Michael Hennessey, Director
Steve Jones, Director
Mark A. Murphy, Director
Richard Murphy, Director
Al Murray, Director
Shawn Nelson, Director
Miguel Pulido, Director
Todd Spitzer, Director
Michelle Steel, Director
Tom Tait, Director
Greg Winterbottom, Director

EXHIBIT E: SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS**PART I – GENERAL****1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS**

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during 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 1988 Drug Free Workplace Act.

1.2 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.

1.3 HAZARD COMMUNICATION

- A. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of Safety Data Sheet (SDS) for all applicable products used, if any.
- B. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.
- C. The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements.

1.4 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents:
 - 1. Damage to Authority property (or incidents involving third party property damage);
 - 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
 - 3. Incidents impacting the environment, i.e. spills or releases on Authority property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An immediate verbal notice followed by 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.

1.5 PERSONAL PROTECTIVE EQUIPMENT

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

1.6 REFERENCES

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

END OF SECTION

Level 1 HSE Specifications

1008404.1

Revision 6, 7/20/2017

EXHIBIT F: 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).

CERTIFICATION OF COMPLIANCE REGARDING
ALCOHOL AND DRUG POLICY

49 Code of Federal Regulations (CFR) Part 655

The _____
Firm name/principal

Hereby certifies that it **will comply** with the applicable alcohol and drug regulations in
49 CFR Part 655.

Signature

Title

Date

Or:

The _____
Firm name/principal

Hereby certifies that it **cannot comply** with the applicable alcohol and drug regulations
in 49 CFR Part 655.

Signature

Title

Date

EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

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

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

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only: