

DRAFT
REQUEST FOR PROPOSALS (RFP) 8-1593

TEMPORARY STAFFING SERVICES



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

Key RFP Dates

Issue Date:	April 23, 2018
Pre-Proposal Conference Date:	May 2, 2018
Question Submittal Date:	May 7, 2018
Proposal Submittal Date:	May 23, 2018
Interview Dates:	June 26 and 27, 2018

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April 23, 2018

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 8-1593: "TEMPORARY STAFFING SERVICES"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide temporary staffing services. The budget for this effort is \$1,950,248 for a three-year initial term.

Proposals must be received in the Authority's office at or before 2:00 p.m. on May 23, 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: Iris Deneau, 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: Iris Deneau, Senior Contract Administrator**

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

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

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

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

To receive all further information regarding this RFP 8-1593, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Human Resource & Employment Services	Human Resource - Services Temporary Employment Service

A pre-proposal conference will be held on May 2, 2018 at 3:00 p.m. at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 09. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established June 26 and 27, 2018 as the dates to conduct interviews. All prospective Offerors will be asked to keep these dates 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 May 2, 2018 at 3:00 p.m. at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 09. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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

D. AUTHORITY CONTACT

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

Iris Deneau, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5786, Fax: 714.560.5792
Email: ideneau@octa.net

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

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

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference, must be put in writing and must be received by the Authority no later than 5:00 p.m., on May 7, 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: ideneau@octa.net.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET no later than May 10, 2018. Offerors may download responses from CAMM NET at <https://cammmnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Iris Deneau, Senior Contract Administrator.

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

Category:

Human Resource &
Employment Services

Commodity:

Human Resource - Services
Temporary Employment
Service

Inquiries received after 5:00 p.m. on May 7, 2018 will not be responded to.

F. SUBMISSION OF PROPOSALS

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

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on May 23, 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: Iris Deneau, 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: Iris Deneau, Senior Contract Administrator**

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

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

3. Identification of Proposals

Offeror shall submit an **original and six (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 with fully-burdened labor rates and anticipated expenses 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

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A. PROPOSAL FORMAT AND CONTENT

1. Format

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

2. Letter of Transmittal

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

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

3. Technical Proposal

a. Qualifications, Related Experience, and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the

services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

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

b. Proposed Staffing and Project Organization

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

Offeror to:

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

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the work specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the work and specify who would perform them.
- (3) Identify methods that Offeror will use to ensure quality control, as well as budget and schedule control for the project.
- (4) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (5) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not

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

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form (Exhibit G) must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form (Exhibit G) or any technical and/or contractual exceptions and/or deviations 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/or deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and/or deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

4. Cost and Price Proposal

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

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

5. Appendices

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

B. FORMS

1. Campaign Contribution Disclosure Form

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal. Offeror is required to submit only one copy of the completed form(s) as part of its proposal and it should be included in only the original proposal. The prime consultant, subcontractors, lobbyists, and agents are required to report all campaign contributions from the proposal submittal date up and until the Board of Directors makes a selection, which is currently scheduled for August 27, 2018.

2. Status of Past and Present Contracts Form

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

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

3. Proposal Exceptions and/or Deviations Form

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

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

- 1. Qualifications of the Firm 25%**
 Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience, and technical competence of subcontractors; assessment by client references.
- 2. Staffing and Project Organization 20%**
 Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
- 3. Work Plan 30%**
 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity, and specificity of work plan; utility of suggested technical or procedural innovations.
- 4. Cost and Price 25%**
 Reasonableness of the 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 June 26 and 27, 2018 as the dates to conduct interviews. All prospective Offerors are asked to keep these dates available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on 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 Finance and Administration 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 Finance and Administration Committee, the proposal considered to be the most competitive to the Authority's Board of Directors, for consideration and selection. The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

TEMPORARY STAFFING SERVICES

1.0 General Information

- 1.1 The Temporary Services Agency (TSA) shall provide the Orange County Transportation Authority (Authority) with qualified personnel (Temporary Personnel) to perform work assignments on a temporary basis.
- 1.2 Temporary Personnel may be required as a result of unforeseen shortfalls in the Authority's employee coverage due to, but not limited to, prolonged illness, leaves of absence, extended position vacancies, additional staffing requirements for special projects, and other unforeseeable circumstances.
- 1.3 The average duration of a Temporary Personnel assignment at the Authority will range from approximately two (2) weeks up to three (3) months or longer. Actual assignments may be shorter or longer.
- 1.4 Historically, the majority of the Authority's Temporary Personnel requirements have been in the clerical or administrative support staff categories. However, temporary staffing needs may arise in other job categories including entry-level marketing support, accounts payable, and other professional categories.

In the event multiple staffing agencies are awarded, the following will be included as part of the Scope of Work:

- 1.5 When the Authority has an assignment, it will submit the request to all TSAs on current contract with the Authority. The Authority will then review submitted candidates and the best qualified candidate will be selected for the assignment. In the event that the chosen candidate is submitted by all TSAs, then the TSA who submitted the candidate first will be awarded the assignment.

2.0 Transmission of Service Order

- 2.1 Notifying the TSA
 - a. When the TSA services are required, an authorized representative of the Authority's Human Resources Department will contact the TSA to place a Temporary Service Order. The Authority's Human Resources Department will inform the TSA of the personnel requirements, including: job duties, skills/training required, work hours, location, and estimated duration of assignment.

- b. The Authority considers the following characteristics when selecting Temporary Personnel: individual qualifications; skills; background; experience; work history; dependability, and the appropriateness of the candidate for the unique job requirements.

2.2 Authority Introduction of an Individual to TSA

Where the Authority introduces an individual to the TSA in order for that individual to provide temporary services to the Authority:

- a. The Authority will inform the individual of the TSA that the Authority has a contract with and the individual shall have the choice whether to sign up with one or more agencies (*if multiple staffing agencies are awarded*).
- b. In the event the individual only signs with one TSA, then the Authority has the right to engage services of that individual through that TSA.
- c. In the event the individual signs up with more than one TSA, then the TSA who submitted the candidate first will be awarded the assignment.
- d. The TSA shall screen individual in accordance with 4.0 below.

3.0 Positions

The following is representative of the Temporary Personnel position titles requested most frequently. The TSA must possess the capacity to provide available and qualified Temporary Personnel for these positions, at a minimum. Additional positions may be required depending on business needs. For informational purposes, the Authority's "Hourly Salary Structure" for the positions listed is provided in Attachment A.

Accountant	General Services Specialist
Administrative Specialist	Internet/Multimedia Specialist
Court Reporter	Marketing Specialist
Customer Relations Representative	Office Specialist, Senior
Financial Analyst	Transportation Analyst, Associate

4.0 TSA Required Personnel Screening

The TSA shall thoroughly screen *all* personnel prior to placing them on assignment with the Authority. The screening shall include the following:

4.1 Authority Required Screening

- a. All candidate resumes and/or work applications forwarded by the TSA to the Authority's Employment Department are to be transmitted via email. Per item 2.1 above, candidates and work applications should, at a minimum, meet the requested position requirements specified. *Employment Reference Investigations* as described in paragraphs 4.2, 4.3, 4.4, and 4.5 below may be requested by the Authority in addition to candidate resume or application materials.

4.2 Job Skills Testing

The TSA shall administer tests for the skills and knowledge required for the assigned position. The TSA shall provide test results to the Authority's Talent Acquisition Department prior to the start of any Temporary Personnel assignment. The tests and grading criteria must be agreed upon by the Authority's Talent Acquisition Department.

4.3 Criminal Background Check

- a. Prior to commencement of any assignment, the TSA shall conduct a criminal background check covering the past seven years for prospective Temporary Personnel identified by the Authority's Talent Acquisition Department. The TSA shall have conducted an investigation for felony and misdemeanor records with the Superior and Municipal Court jurisdictions in which the candidate resided within the past seven years.
- b. The TSA shall include the cost of criminal background checks in its billing rate, not the actual wage rate paid to Temporary Personnel. ***The TSA shall exercise proper judgment referring Temporary Personnel to the Authority based on all screening requirements.***

4.4 Immigration Reform and Control Act of 1986

The TSA shall verify that the Temporary Personnel referred for assignment have proper documentation regarding their identity and employment status according to the Immigration Reform and Control Act.

4.5 California Drivers License

For positions requiring driving, the TSA shall maintain the appropriate documentation and ensure Temporary Personnel employed possess a valid California Drivers License with no moving violations within a five (5)-year period, and no Driving Under the Influence ("DUI") or drug-related citations. ***Note: A current DMV H6 history with a ten (10) year print-out will satisfy this requirement. A copy shall be submitted to the Authority's Talent Acquisition Office.***

4.6 Dress Code

Temporary Personnel assigned to the Authority must report to work dressed in business attire appropriate to the position. Temporary Personnel assigned to administrative, clerical, and office positions must report to work dressed in professional business clothes which adhere to the Authority's dress standards.

5.0 Working Hours and Location

5.1 Working Hours and Assignment Duration

Temporary Personnel assignments normally will be performed between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. However, specific working hours and the duration of assignments may vary from each individual assignment.

5.2 Location

Temporary Personnel may be assigned to any one of the following Authority locations:

600 South Main Street, Orange, CA
11800 Woodbury Road, Garden Grove, CA
11911 Woodbury Road, Garden Grove, CA
4301 West MacArthur Boulevard, Santa Ana, CA

5.3 Parking validation will be provided for Temporary Personnel. The Authority may issue parking key cards to Temporary Personnel placed on a long-term basis. Temporary Personnel's failure to return parking key cards upon termination of the assignment will result in a key card replacement fee to the TSA.

6.0 Guarantees

6.1 Option to Hire

Temporary Personnel may be hired at no cost by the Authority after completion of sixty (60) days billed through the TSA. *Note: This amount of time may be waived upon mutual agreement.*

6.2 No Charge Guarantee

The TSA shall comply with a “No Charge Guarantee” for the first day of an assignment when the TSA are notified that the Temporary Personnel is not suitable for the assignment.

6.3 ACA Benefits Requirements

The TSA shall maintain health insurance plans which are compliant with the Affordable Care Act (ACA) for the duration of the contract. The TSA shall on an annual basis provide the Authority with a copy of the current health insurance plan summary of benefits and coverage. The TSA shall be responsible for ACA reporting requirements for each of its employees and shall maintain record of the work hours to determine eligibility for insurance.

ATTACHMENT A

AUTHORITY HOURLY SALARY STRUCTURE

<u>ITEM</u>	<u>POSITION TITLE</u>	<u>GRADE</u>	<u>OCTA HOURLY RATE</u>
1.	Accountant	M	\$25.59
2.	Administrative Specialist	L	\$23.30
3.	Court Reporter	U	\$50.08
4.	Customer Relations Specialist, Associate	L	\$23.30
5.	Financial Analyst, Associate	M	\$25.59
6.	General Services Specialist, Assistant	F	\$16.98
7.	Internet/Multimedia Specialist	L	\$23.30
8.	Marketing Specialist	J	\$20.23
9.	Office Specialist	H	\$19.09
10.	Transportation Analyst, Associate	N	\$28.16

Rates listed below are based on the OCTA Personnel & Salary Resolution (PSR) for Financial Year (FY) 2017/18. These rates will remain in effect for the duration of the contract.

Rates are decided by equivalent job title and/or skills and experience required. For OCTA job titles and grades, refer to PSR FY 2017/18.

GRADE	OCTA HOURLY RATE
F	\$16.98
G	\$17.95
H	\$19.09
J	\$20.23
K	\$21.55
L	\$23.30
M	\$25.59
N	\$28.16
P	\$31.23
R	\$34.60
S	\$38.86
T	\$43.68
U	\$50.08
V	\$54.17

Each TSA invoice received is reviewed by Human Resources (HR) for position, title, name, and rate. The invoice is then sent to the department utilizing the temporary staff. The manager of the temporary staff will sign to authorize the hours worked and include the appropriate account code.

Please note, the job titles on the invoices do not necessarily reflect OCTA job titles, the rate is the value that should be confirmed.

The TSA must provide the ability for the Authority to approve timesheets electronically.

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 8-1593

Enter below the proposed fully-burdened hourly rates for each category grade described in the Scope of Work, Exhibit A. Rates shall include direct costs, indirect costs, tax, and profits. The Authority's intention is to award a time-and-expense price contract.

SCHEDULE I --- HOURLY RATE SCHEDULE

Initial Term: Effective through October 31, 2021

Grade	OCTA Hourly Rate	Effective – 10/31/19		11/1/19 – 10/31/20		11/1/20 – 10/31/21	
		Hourly Agency Bill Rate	Hourly Pay Rate	Hourly Agency Bill Rate	Hourly Pay Rate	Hourly Agency Bill Rate	Hourly Pay Rate
F	\$16.98	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
G	\$17.95	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
H	\$19.09	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
J	\$20.23	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
K	\$21.55	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
L	\$23.30	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
M	\$25.59	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
N	\$28.16	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
P	\$31.23	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
R	\$34.60	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

S	\$38.86	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
T	\$43.68	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
U	\$50.08	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
V	\$54.17	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

Note: For cost analysis purposes, please provide rates for the above designated job category.

First Option Term: November 1, 2021 through October 31, 2023

Grade	OCTA Hourly Rate	11/1/21 – 10/31/22		11/1/22 – 10/31/23	
		Hourly Agency Bill Rate	Hourly Pay Rate	Hourly Agency Bill Rate	Hourly Pay Rate
F	\$16.98	\$_____	\$_____	\$_____	\$_____
G	\$17.95	\$_____	\$_____	\$_____	\$_____
H	\$19.09	\$_____	\$_____	\$_____	\$_____
J	\$20.23	\$_____	\$_____	\$_____	\$_____
K	\$21.55	\$_____	\$_____	\$_____	\$_____
L	\$23.30	\$_____	\$_____	\$_____	\$_____
M	\$25.59	\$_____	\$_____	\$_____	\$_____
N	\$28.16	\$_____	\$_____	\$_____	\$_____
P	\$31.23	\$_____	\$_____	\$_____	\$_____
R	\$34.60	\$_____	\$_____	\$_____	\$_____

S	\$38.86	\$ _____	\$ _____	\$ _____	\$ _____
T	\$43.68	\$ _____	\$ _____	\$ _____	\$ _____
U	\$50.08	\$ _____	\$ _____	\$ _____	\$ _____
V	\$54.17	\$ _____	\$ _____	\$ _____	\$ _____

Second Option Term: November 1, 2023 through October 31, 2025

Grade	OCTA Hourly Rate	11/1/23 – 10/31/24		11/1/24 – 10/31/25	
		Hourly Agency Bill Rate	Hourly Pay Rate	Hourly Agency Bill Rate	Hourly Pay Rate
F	\$16.98	\$ _____	\$ _____	\$ _____	\$ _____
G	\$17.95	\$ _____	\$ _____	\$ _____	\$ _____
H	\$19.09	\$ _____	\$ _____	\$ _____	\$ _____
J	\$20.23	\$ _____	\$ _____	\$ _____	\$ _____
K	\$21.55	\$ _____	\$ _____	\$ _____	\$ _____
L	\$23.30	\$ _____	\$ _____	\$ _____	\$ _____
M	\$25.59	\$ _____	\$ _____	\$ _____	\$ _____
N	\$28.16	\$ _____	\$ _____	\$ _____	\$ _____
P	\$31.23	\$ _____	\$ _____	\$ _____	\$ _____
R	\$34.60	\$ _____	\$ _____	\$ _____	\$ _____

S	\$38.86	\$_____	\$_____	\$_____	\$_____
T	\$43.68	\$_____	\$_____	\$_____	\$_____
U	\$50.08	\$_____	\$_____	\$_____	\$_____
V	\$54.17	\$_____	\$_____	\$_____	\$_____

Note: **Consultant Hourly Pay Rate** – includes weekdays, Saturday, Sunday, Holidays, and Overtime.
Hourly Billable Rate – includes consultant hourly rate, general and administration, overhead, and profit.

SCHEDULE II --- OTHER DIRECT COSTS SCHEDULE

Type of ODC		Quantity	Unit Rate	Budget Amount
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<p><i>Additional ODC required and authorized by the Authority but not included in this Agreement will be reimbursed either (a) "At Cost" OR (b) up to the applicable Current Rate listed in this Schedule II, whichever is less.</i></p> <p><i>Supporting documentation must accompany invoice.</i></p>				

*Please note the following:

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

1. I acknowledge receipt of **RFP 8-1593** and Addenda No.(s)____.
2. This offer shall remain firm for _____ days from the date of proposal.
(Minimum of 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

EXHIBIT C: PROPOSED AGREEMENT

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EXHIBIT C

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. TSA 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. TSA 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 TSA, 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 TSA, 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 TSA is not provided with such notice by the departing employee. AUTHORITY shall respond to TSA within

1 seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate
2 for replacement.

3 **ARTICLE 4. TERM OF AGREEMENT**

4 A. This Agreement shall commence upon execution by both parties, and shall continue in full
5 force and effect through October 31, 2021 (Initial Term), unless earlier terminated or extended as
6 provided in this Agreement.

7 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to
8 an additional twenty-four (24) months, commencing November 1, 2021, and continuing through
9 October 31, 2023 (First Option Term), and thereupon require TSA to continue to provide services, and
10 otherwise perform, in accordance with Exhibit A, entitled "Scope of Work," and at the rates set forth in
11 Article 5, "Payment."

12 C. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to
13 an additional twenty-four (24) months, commencing November 1, 2023, and continuing through
14 October 31, 2025 (Second Option Term), and thereupon require TSA to continue to provide services, and
15 otherwise perform, in accordance with Exhibit A, entitled "Scope of Work," and at the rates set forth in
16 Article 5, "Payment."

17 D. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish
18 its right to terminate the Agreement for AUTHORITY's convenience or TSA's default as provided
19 elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extending from
20 commencement through October 31, 2025, which period encompasses the Initial Term, First Option
21 Term, and Second Option Term.

22 **ARTICLE 5. PAYMENT**

23 A. This Agreement is issued to have TSA, *(list of awarded firms, if applicable)*, provide temporary
24 staffing services ("STAFFING AGENCIES"). For TSA's full and complete performance of its obligations
25 under this Agreement and subject to the maximum cumulative payment obligation provisions set forth in
26 Article 6, AUTHORITY shall pay TSA on a time-and-expense basis in accordance with the following

1 provisions.

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

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

- 19 1. Agreement No. C- 8-1593;
- 20 2. Specify the effort for which the payment is being requested;
- 21 3. The time period covered by the invoice;
- 22 4. Labor (staff name, hours charged, hourly billing rate, current charges, and
23 cumulative charges) performed during the billing period;
- 24 5. Timesheets for billing period;
- 25 6. Total monthly invoice (including project-to-date cumulative invoice amount);
- 26 7. Itemized expenses including support documentation incurred during the billing

period;

8. Monthly Progress Report;

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

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

ARTICLE 7. NOTICES

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

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To TSA:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, California 92863-1584

ATTENTION:

ATTENTION: Iris Deneau

Senior Contract Administrator

(714) 560 - 5786

ideneau@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

TSA's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. TSA's personnel performing services under this Agreement shall at all times be under TSA's exclusive direction and control and shall be employees of TSA and not employees of AUTHORITY. TSA 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. TSA 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. TSA 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 minimum single limit of \$1,000,000.00 each accident;

3. Workers' Compensation with limits as required by the State of California including

a waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents;

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

5. Professional Liability with minimum limits of \$1,000,000.00 per claim.

B. Proof of such coverage, in the form of 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 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 AUTHORITY.

C. TSA shall include on the face of the Certificate of Insurance the Agreement No. C- 8-1593; and, the Senior Contract Administrator's Name, Iris Deneau.

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

E. TSA 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 8-1593; (3) TSA'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 TSA as described in the Scope of Work. If any such work suspension or change causes an increase or decrease in the price of this Agreement, or in the time required for its performance, TSA shall promptly notify AUTHORITY thereof and assert its claim for adjustment within ten (10) calendar days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated.

1 However, nothing in this clause shall excuse TSA from proceeding immediately with the Agreement as
2 changed.

3 **ARTICLE 12. DISPUTES**

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

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

15 **ARTICLE 13. TERMINATION**

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

21 B. In the event either Party defaults in the performance of any of their obligations under this
22 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the
23 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon
24 receipt of such notice, TSA shall immediately cease work, unless the notice from AUTHORITY provides
25 otherwise. Upon receipt of the notice from AUTHORITY, TSA shall submit an invoice for work and/or
26 services performed prior to the date of termination. AUTHORITY shall pay TSA for work and/or services

satisfactorily provided to the date of termination in compliance with this Agreement. Thereafter, TSA 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

TSA 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 TSA, 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 TSA either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by TSA, without the prior written consent of AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve TSA of its obligations to comply fully with all terms and conditions of this Agreement.

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

Subcontractor Name/Addresses

Function

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

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

8 **ARTICLE 17. CONFLICT OF INTEREST**

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

16 **ARTICLE 18. CODE OF CONDUCT**

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

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

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

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

26 TSA warrants that in the performance of this Agreement, it shall comply with all applicable federal,

1 state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated
2 thereunder.

3 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

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

11 **ARTICLE 22. PROHIBITED INTERESTS**

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

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

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

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

1 be deemed confidential. TSA shall not use AUTHORITY's name, photographs of the project, or any other
2 publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper,
3 seminar or other medium without the express written consent of AUTHORITY.

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

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

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

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

1 AUTHORITY and extend this patent and copyright indemnity thereto.

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

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

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

17 **ARTICLE 26. FORCE MAJEURE**

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

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

26 TSA 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- 8-1593 to be executed on the date first above written.

TSA

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____

By _____

Darrell E. Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By _____

James M. Donich
General Counsel

APPROVED:

By _____

Maggie McJilton
Executive Director, Human Resources and
Organizational Development

Date _____

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

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

Name

Date

Title

Last Rev. 08/26/2015

EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

**ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

RFP Number: _____ RFP Title: _____

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, Chairwoman

Tim Shaw, Vice Chairman

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 F: SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

The following form shall be completed for each technical and/or contractual exception and/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 and/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 deviations 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:
