

DRAFT REQUEST FOR PROPOSALS (RFP) 0-2202

WORKERS' COMPENSATION CLAIMS ADMINISTRATION 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 27, 2020
Pre-Proposal Conference Date:	May 4, 2020
Question Submittal Date:	May 5, 2020
Proposal Submittal Date:	May 26, 2020
Interview Date:	June 11, 2020

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April 27, 2020

NOTICE OF REQUEST FOR PROPOSALS

**(RFP): 0-2202: "WORKERS' COMPENSATION CLAIMS
ADMINISTRATION SERVICES"**

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide workers' compensation claims services for a five-year term. The budget for this project is \$2,500,000 for a five-year term.

Proposals must be received in the Authority's office at or before 2:00 p.m. on May 26, 2020.

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

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

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 0-2202, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Professional Services

Commodity:

Insurance - Administration
Insurance - Brokers & Agents
Insurance - Claims Adjusters
Insurance - Claims Auditors
Insurance - Services

The pre-proposal conference will be open for attendance via teleconference only. In-person attendance is not available. The specific call-in number for this conference is 1 (714) 558-5200, Conference ID: 153450. The conference will begin promptly at 1:30 p.m. Callers are requested to dial in and mute the call.

The Authority has established June 11, 2020, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

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

The pre-proposal conference will be open for attendance via teleconference only. In-person attendance is not available. The specific call-in number for this conference is 1 (714) 558-5200 Conference ID: 153450. The conference will begin promptly at 1:30 p.m. Callers are requested to dial in and mute the call.

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 consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written

communication. Any proposer, subcontractor, lobbyist or agent hired by the proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority. 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 5:00 p.m., on May 5, 2020.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: ycrowder@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than May 7, 2020. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by

emailing or faxing the request to Yvette Crowder, 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:

<u>Category:</u>	<u>Commodity:</u>
Professional Services	Insurance - Administration
	Insurance - Brokers & Agents
	Insurance - Claims Adjusters
	Insurance - Claims Auditors
	Insurance - Services

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

F. SUBMISSION OF PROPOSALS

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.

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on May 26, 2020.

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

2. Address

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: 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 5 copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number. In addition to the above, Proposers shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format, on a CD, DVD, or flash drive.

4. Acceptance of Proposals

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

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed total annual fee regardless of volume of claims for claims administration services as specified in the Scope of Work, included in this RFP as Exhibit A.

L. CONFLICT OF INTEREST

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

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

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

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

M. CODE OF CONDUCT

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

N. FIDELITY BOND

The selected Offeror shall, at its expense, secure, for the sole benefit of the Authority, and with Authority named as a co-obligee, a fidelity bond in the amount of \$500,000.00 for losses caused to Authority through the acts of omissions of any of the selected Administrator's employees and/or officers.

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, 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 as the Authority's Workers' Compensation Claims Administrator and/or Medical Review Auditing Administrator,

Utilization Review Administrator, Medical Case Management Administrator 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 function as the Authority's Claims, Medical Review Auditing, Utilization Review and Medical Case Management Administrator for the next five (5) years.. Describe experience in working with the various government agencies identified in this RFP.
- (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) Offeror shall complete and submit with proposal, the Claims Administration Questionnaire included in this RFP as Attachment A to Exhibit A, Scope of Work.
- (5) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (6) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.
- (7) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work

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

- (8) Describe the Offeror's computer capabilities, identifying the specific reports that can be generated. Provide samples of standard reports that can be generated. Provide sample of standard report package with your proposal.

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.
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Furnish a project schedule for completing the timely transition from the current administrator. Offeror shall provide a 30-day timetable outlining transition activities (i.e. conversion of data, testing process and procedures, staff training, etc.) that demonstrate Offeror's ability to go-live by November 1, 2020.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form 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” does not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a “fail” status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a “fail” status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a “fail” status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

4. Cost and Price Proposal

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

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B) and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a firm-fixed total annual fee regardless of volume of claims for claims administration services as specified in the Scope of Work, included in this RFP as Exhibit A.

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 Agreement resulting from this solicitation, if awarded, will be a firm-fixed total annual fee regardless of volume of claims for claims administration services as specified in the Scope of Work, included in this RFP as Exhibit A.

Offeror shall submit a cost and price proposal for the following:

- Bundled - Cost and price proposal shall include all of the following:
 - Claims Administration
 - Medical Bill Auditing
 - Utilization Review
 - Medical Case Management
- Unbundled - Cost and price proposal shall include the following separate services:
 - Claims Administration
 - Medical Bill Auditing
 - Utilization Review
 - Medical Case Management

Offerors shall respond with individual proposals to the bundled and unbundled requirements of this RFP.

5. Appendices

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

B. FORMS

1. Campaign Contribution Disclosure Form

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

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

The prime contractor, subconsultants, lobbyists and agents are required to report all campaign contributions made from the proposal submittal date up

to and until the Board of Directors makes a selection, which is currently scheduled for August 24, 2020.

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

2. Status of Past and Present Contracts Form

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

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

3. Proposal Exceptions and/or Deviations Form

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

4. Public Records Act Indemnification Form

Offerors shall complete and sign the form entitled "Public Records Act Indemnification" provided in this RFP and submit it as part of the original proposal. Proposers must complete and sign either Option 1 or Option 2 whichever applies.

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

- 1. Qualifications of the Firm 20%**

Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references; firm's computer capabilities to generate customized reports; completeness of response to "Claims Administration Questionnaire, Attachment A."
- 2. Staffing and Project Organization 25%**

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

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

Reasonableness of the total price and competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established June 11, 2020, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend

the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications. Interviews may be performed via teleconference.

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**WORKERS' COMPENSATION CLAIMS ADMINISTRATION**

The Orange County Transportation Authority (OCTA) requires assistance with workers' compensation claims administration. The information below is current data on OCTA's Self-Insured Workers' Compensation Program. Due to the current economic conditions, employee levels are projected to decline in the next 5 years. These figures are projections and are subject to change based upon changes in the economic forecasts.

- Number of employees projected for 11/1/2020:
 - Coach Operators: 700
 - Maintenance Employees: 224
 - Administrative Employees: 423
 - Total 1,347
- OCTA Self-Insured since: 2/1/77
- Current Excess Carrier: Arch Insurance Group
- Self-Insured Retention: \$750,000
- The following figures are based on a 3-year average from Fiscal Year 2017-2019:

New Claims	132
Claims Pending	270
Claims Cost	\$4,561,430
Outstanding Reserves	\$8,978,888

- Current open claims pending of 282 are comprised of the following claim types with reserves of approximately \$14.2 million.

Claim Type	Total Claims
Future Medical	77
Major PD	31
Medical Only	14
Minor PD	53
TD	107
Grand Total	282

1. **GENERAL**

- A. The Third-Party Administrator (ADMINISTRATOR) shall supervise and administer the Self-Insured Workers' Compensation Program for OCTA.

- B. ADMINISTRATOR shall represent OCTA in all matters related to the investigation, adjustment, processing, supervision and resolution of Workers' Compensation claims against OCTA.
- C. ADMINISTRATOR shall provide OCTA with a claims unit consisting of:
 - A. One (1) Claims Supervisor
 - B. Two (2) Dedicated Claims Examiners
 - C. One (1) Dedicated Claims Assistant
- D. ADMINISTRATOR shall provide to OCTA during the term of the Agreement all the services set forth below.
- E. ADMINISTRATOR shall destroy all claim records by shredding. There will be no additional cost to OCTA for destruction of claim records.
- F. A paperless claims environment is preferred. However, if the ADMINISTRATOR does not have such a system, an indication of the company's plan to become paperless shall be included.
- G. ADMINISTRATOR shall provide to OCTA, at no additional cost, within ten (10) business days of the date of termination of this Agreement, all claims, reports, files and data backup of OCTA's self-insured Workers' Compensation program in a computer program compatible with the new ADMINISTRATOR's computer system and information regarding the format.
- H. Case File Record Retention

All medical only case files shall be retained for ten years from the date of injury. All indemnity case files which do not involve permanent disability payment and have no payment activity for five years shall be retained for ten years from the date of injury. All indemnity case files which involve payment activity within the last five years and cases with permanent disability payments or awards for lifetime medical treatment shall be retained indefinitely. No claims shall be destroyed without OCTA approval, and the ADMINISTRATOR shall be responsible for storage of all files within the above criteria during the term of this contract. Presently, there are 9,678 open and closed files. ADMINISTRATOR shall serve as the custodian of records and be responsible for providing copies to OCTA and/or defense counsel upon request at no additional charge.

2. CLAIMS ADMINISTRATION

- A. For each current and new claim, ADMINISTRATOR shall complete the following investigation:

1. Contact: Complete 3-point contact (employee, representative of OCTA and initial medical provider) must be attempted within one business day of receipt of claim.
2. On Board/Facility Surveillance: When appropriate and necessary, ADMINISTRATOR shall meet with the doctors at the medical providers' office to review on-board/facility surveillance in order to assist in the medical recovery process and/or compensability determination.
3. Compensability Determination: ADMINISTRATOR shall determine compensability of injuries and illnesses in accordance with State Workers' Compensation laws. Determination of compensability will be made by evaluating reports submitted by the doctor, the injury reports, investigation reports/videos (if applicable) and OCTA's input. ADMINISTRATOR must complete letters advising of delay or denial.
4. Statements: All assignments for obtaining written or recorded statements of the injured employee or witnesses must be completed within thirty (30) days of receipt of claim.
5. Index: All new claims and at six (6) month intervals, must be reported to the Index Bureau on continuing active claims. ADMINISTRATOR must subscribe to the Index System, and a copy of all results sent to OCTA. Indexing shall be performed without additional expense to OCTA.
6. Sub-rosa/Surveillance: OCTA may require surveillance as part of the contract on an as-needed basis. Firms utilized shall be agreed upon by OCTA. ADMINISTRATOR shall arrange for independent investigators or experts when, in ADMINISTRATOR's judgment and with the consent of OCTA, such action is deemed necessary to (1) properly process questionable cases; (2) assist in determining the status of disabled employees; (3) prepare litigated cases; or (4) assist in determining fraudulent claims. ADMINISTRATOR will be expected to obtain specific case authorization from OCTA prior to performing any surveillance.
7. Subrogation: OCTA is committed to the prompt recognition and pursuit of recovery from parties responsible for injuring its employees. However, subrogation will not be initiated without specific approval of OCTA.

ADMINISTRATOR shall perform a quarterly claims audit to ensure adequate controls are in place to effectively administer claims in a timely and accurate manner.

- B. ADMINISTRATOR shall provide, at no additional cost, all the necessary forms and publications required by law.

- C. ADMINISTRATOR shall review and process all industrial injury cases in accordance with the requirements of the State agency for reporting and notification.

In addition, pursuant to Section 111 of the Medicare, Medicaid, and State Children's Health Insurance Program (SCHIP) Extension Act of 2007 (MMSEA), ADMINISTRATOR will fully comply with said reporting requirements at no additional cost to OCTA.

- D. ADMINISTRATOR shall determine eligibility for and authorize payment of temporary disability compensation in coordination with medical advice and rehabilitation efforts.

Electronic benefit payment options are preferred. However, if the ADMINISTRATOR does not have such a system, an indication of the company's plan to incorporate one should be included.

- E. ADMINISTRATOR shall determine the extent and degree of permanent disability, utilizing, as necessary, advisory ratings of the State agency.
- F. ADMINISTRATOR shall make payment of permanent disability compensation and death benefits in accordance with advisory ratings or order of the State agency.
- G. ADMINISTRATOR shall establish procedures and necessary documentation to provide for the payment of benefits, medical costs, legal fees and other related costs to enable either OCTA or ADMINISTRATOR to issue checks to cover such expenditures.
- H. ADMINISTRATOR shall make expedited overnight mailing of checks via Fed-Ex or similar service as requested by OCTA or to ensure payments are made in a timely manner and at no additional expense.
- I. ADMINISTRATOR shall coordinate with and assist OCTA's attorneys in the preparation of litigated cases and negotiations for cost effective and expeditious case resolution.
- J. ADMINISTRATOR shall maintain current estimates of the cost of all anticipated benefits on each case and maintain procedures for reviewing and adjusting reserve adequacy no less frequently than every 90 days. Files shall contain documented evidence of a 90-day review by the Claims Supervisor/Manager.
- K. ADMINISTRATOR shall assist, coordinate, and prepare submittal of potential fraudulent claims to the Department of Insurance and/or appropriate District

Attorney Office for prosecution of workers' compensation insurance fraud. ADMINISTRATOR shall provide OCTA with fraud prevention consultation, recommendation, and promotional materials at no additional cost.

- L. ADMINISTRATOR shall actively seek refunds for any overpayment of benefits.
- M. ADMINISTRATOR shall reimburse OCTA for any penalties assessed against OCTA which are found to be the result of ADMINISTRATOR's lack of proper claims handling or the holding of checks due to insufficient funds in the bank account. Reimbursements shall be made no later than 30 days from event causing the penalty assessment.
- N. ADMINISTRATOR shall keep OCTA informed of claims developments by way of copying OCTA on significant correspondence such as but not limited to hearing reports, deposition summaries, case evaluations, and settlement documents. Case status updates and completed "Case At-A-Glance" forms (See Attachment B) shall be provided via the quarterly litigated claims reviews and annual non-litigated claims reviews. Text from attorney correspondence is to be pasted into the body of a secure email with an attachment of the digital file.
- O. ADMINISTRATOR shall provide an updated "Case At-A-Glance" form (See Attachment B) and meet with OCTA to discuss litigated cases on a quarterly basis. ADMINISTRATOR shall schedule defense attorneys to be present to discuss cases that have defense representation.
- P. ADMINISTRATOR shall exclusively assign adequate staff to operate OCTA's dedicated claims unit. Unless agreed in advance by OCTA, in writing, ADMINISTRATOR shall not assign more than 150 open indemnity/litigated cases to anyone claims professional(s). No claims are to be assigned or handled by staff of ADMINISTRATOR who is not assigned to the dedicated claims unit unless prior authorization is obtained from OCTA to handle special circumstances. ADMINISTRATOR will give OCTA a minimum 14-day notice of any future change to assigned staff.
- Q. Qualifications of assigned claims professional:
 - 1. Certified by the State of California to administer self-insured claims.
 - 2. Minimum of four (4) years' experience administering claims of a self-insured agency, preferably a public agency.
- R. OCTA shall have the right, reasonably exercised, to direct ADMINISTRATOR not to use persons who, in the opinion of OCTA are not specially trained, experienced, and competent to render the required services. OCTA reserves

the right to meet with the staff ADMINISTRATOR or intended qualified candidate before assignment to OCTA's dedicated claims unit. ADMINISTRATOR shall also accept OCTA's recommendation for possible viable candidates to be added to the dedicated claims team. OCTA does not intend to assume the role of hiring authority.

- S. ADMINISTRATOR shall cooperate, coordinate and report all claims in a timely manner to OCTA's excess carrier in accordance with the applicable excess policy. ADMINISTRATOR shall pay to OCTA the amount of reimbursement lost due to claims not properly reported to excess carrier by ADMINISTRATOR in the amount of reduction in reimbursement by excess carrier.
- T. ADMINISTRATOR shall submit to OCTA's excess carriers, claims for reimbursement within thirty (30) days of exceeding the Self-Insured Retention (SIR) and every six (6) months or less thereafter, in the form prescribed by the excess carrier with a copy to OCTA.
- U. ADMINISTRATOR's claims management staff including examiners shall attend all meetings at OCTA including but not limited to OCTA's periodic facility tours, quarterly claims reviews, and quarterly claims team meetings with attendance by representatives of all ancillary vendors.
- V. ADMINISTRATOR shall submit a written recommendation for settlement to OCTA's Risk Management personnel when a proposed settlement exceeds ADMINISTRATOR's authority. The Claim Resolution Acknowledgement (CRA) form (See Attachment C), in the format selected by OCTA, shall be utilized for this purpose. The request shall include at least the following:
 - 1. A brief history of the injury
 - 2. Ratings of all pertinent medical reports
 - 3. Total amounts paid
 - 4. Total reserves
 - 5. Proposed settlement
 - 6. ADMINISTRATOR's recommendation
 - 7. The pros and cons of the proposed settlement
 - 8. An estimate of future cost or consequences if OCTA rejects proposed settlement
 - 9. Demand from opposing counsel
- W. Settlement authorization shall be obtained whenever possible no later than 10 days before any Workers' Compensation Appeals Board (WCAB) proceeding.
- X. ADMINISTRATOR shall develop and recommend, as requested by OCTA, a panel of dedicated ancillary claims providers including but not limited to

attorneys, investigators, disability management professionals, medical professionals, bill reviewers and utilization review providers.

- Y. ADMINISTRATOR shall develop, maintain, and provide a current vendor rate sheet to OCTA on a biannual basis.
- Z. ADMINISTRATOR shall attend WCAB and civil court proceedings whenever as required.

3. MEDICAL CONTROL

- A. ADMINISTRATOR shall develop and recommend, as requested by OCTA, a panel of physicians for the initial treatment of employee injury or illness and recommend a panel of medical specialists for treatment requiring long-term or specialty care.
- B. ADMINISTRATOR shall examine treatment programs for injured or ill employees, including review of all doctors' reports and medical documentation, referring as necessary to a State-approved utilization review management program for required determinations, per established OCTA protocols.
- C. With the prior consent of OCTA, ADMINISTRATOR shall recommend referral and, submit a claim for nurse case management services for assistance in the medical control of the claim and/or for consultation to an OCTA approved nurse case management company.
- D. With the prior consent of OCTA, ADMINISTRATOR shall recommend referral of a case for defense legal representation when appropriate. ADMINISTRATOR shall obtain from the attorney, a litigation plan of action and estimated budget estimate for the resolution of the case within 20 days from date of referral.
- E. ADMINISTRATOR shall maintain regular communication with treating physicians regarding a medical treatment plan and obtain work statuses to be communicated with Risk Management personnel.
- F. ADMINISTRATOR shall participate in monthly chart review meetings at the ADMINISTRATOR's selected industrial medical clinic(s) or agreed upon location to establish treatment plans aiding employees in return to work.
- G. ADMINISTRATOR shall provide guidance in the evaluation of the physical capacity of injured employees and/or their ability to return to work.
- H. ADMINISTRATOR shall work closely and openly with the Transitional Work Program coordinator by providing guidance in the evaluation of the physical

capacity of injured employees and their ability to perform assigned transitional work assignments.

- I. ADMINISTRATOR shall determine eligibility for and authorize payment of medical benefits and arrange and authorize medical examinations to determine the nature and extent of the injured workers' disability.
- J. ADMINISTRATOR shall arrange and advise all interested stakeholders to a claim of all medical-legal appointments, including but not limited to Agreed Medical Evaluator (AME) or Panel Qualified Medical Evaluator (PQME), and communicate those appointments as required by the State agency.
- K. ADMINISTRATOR shall coordinate the review of appropriate medical billings for compliance by using the DWC Official Medical Fee Schedule (OMFS), and/or submit as necessary for a medical audit to an OCTA approved bill review service.

In addition, pursuant to Section 111 of the Medicare, Medicaid, and State Children's Health Insurance Program (SCHIP) Extension Act of 2007 (MMSEA), ADMINISTRATOR will fully comply with said bill review reporting requirements at no additional cost to OCTA.

- L. ADMINISTRATOR shall coordinate the review of billings of select ancillary vendors for compliance by using the vendor rate sheet.

In addition, pursuant to Section 111 of the Medicare, Medicaid, and State Children's Health Insurance Program (SCHIP) Extension Act of 2007 (MMSEA), ADMINISTRATOR will fully comply with said bill review reporting requirements at no additional cost to OCTA.

- M. OCTA has not chosen to implement a Medical Provider Network (MPN). However, at OCTA's discretion, if this decision changes, the ADMINISTRATOR shall assist OCTA, if requested, with establishing and implementing an MPN to treat injured workers at no additional cost.
- N. OCTA has not chosen to implement an Alternate Dispute Resolution (ADR) program. However, at OCTA's discretion, if this decision changes, the ADMINISTRATOR shall assist OCTA, if requested, with establishing and implementing an ADR program at no additional cost.

4. CONSULTATION

- A. ADMINISTRATOR shall be available to meet with OCTA's base management and Risk Management personnel for data review meetings on a monthly basis either in person or telephonically.
- B. ADMINISTRATOR shall be available to meet at OCTA facilities to meet with unrepresented injured employees as needed to assist and discuss any questions or concerns the injured workers may have.
- C. ADMINISTRATOR shall provide information and guidance on an ongoing basis to injured employees regarding the claims benefits they will receive in accordance with OCTA's policies, State mandate and any additional benefits afforded by OCTA.

Injured employees' accessibility to a secure online system or application designed for a mobile device is preferred. However, if the ADMINISTRATOR does not have such a system, an indication of the company's plan to incorporate one should be included.

- D. ADMINISTRATOR shall provide information, guidance and assistance as needed to injured employees regarding permanent disability ratings, Panel Qualified Medical Evaluator (PQME) process, settlement of claims, and resolution of non-legal problems arising out of industrial injury cases.
- E. ADMINISTRATOR shall work to aid in the rehabilitation, or reassignment of employees with physical or performance limitations arising out of industrial injuries including but not limited to assisting with the Orange County Employers' Retirement System (OCERS) service connected disability retirement process, and the Fair Employment and Housing Act (FEHA) Interactive Process.
- F. ADMINISTRATOR shall assist OCTA in providing information pertinent to the Orange County Employees Retirement System (OCERS) Service-Connected Disability Retirement application process.
- G. ADMINISTRATOR shall assist in developing or modifying policies and procedures to ensure that the return to work by, or reassignment of, injured employees is consistent with the medical findings or restrictions.
- H. ADMINISTRATOR shall assist OCTA, as requested, with cost containment and incentive programs, as requested.
- I. ADMINISTRATOR shall establish and strictly follow procedures to ensure the secure storage, processing, accounting, and issuance of claims checks written on behalf of OCTA. The ADMINISTRATOR shall also provide OCTA

with a yearly audit statement compliant with the Statement on Standards for Attestation Engagements No. 16 (SSAE-16).

5. INFORMATION TO MANAGEMENT

- A. ADMINISTRATOR shall utilize secure electronic systems to provide OCTA's management with continuing information on paid losses, incurred costs, the progress of individual claims and the effectiveness of safety and other cost control programs, in the format requested by OCTA.
- B. ADMINISTRATOR shall submit a comprehensive annual statistical summary survey and, if requested by OCTA, narrative report to serve as the basis for evaluation of OCTA's program and to permit preparation of reports required by the California Department of Industrial Relations. ADMINISTRATOR shall be prepared to provide reports on OCTA's claims and expenditures as requested by OCTA or the California Department of Industrial Relations.
- C. ADMINISTRATOR shall conduct an annual Stewardship meeting to include a discussion of the current summary and recommendations to update and enhance OCTA's workers' compensation program.
- D. ADMINISTRATOR shall report dedicated examiners' caseload performance indicators to OCTA. The indicators will report caseload progress and claims management performance data including but not limited to closing ratios, time of referrals, and adherence to industry claims best practices.

ADMINISTRATOR shall perform a quarterly claims audit to ensure adequate controls are in place to effectively administer claims in a timely and accurate manner.

- E. Upon OCTA's request, ADMINISTRATOR shall provide narrative or analytical reports of major claims within a reasonable period and be available to roundtable such claims.
- F. ADMINISTRATOR shall provide to OCTA information about changes or proposed changes in statutes, rules and regulations, administrative changes in State law or regulatory agencies and adhere to those changes during the period of this contract at no additional cost.
- G. ADMINISTRATOR shall establish and maintain an OCTA escrow account for the purpose of paying out benefits and payments to third parties on behalf of OCTA. ADMINISTRATOR shall establish procedures and complete necessary documentation to facilitate financial transactions at no additional cost.

- H. ADMINISTRATOR shall pay for the printing of any checks. All checks shall be printed in numerical order, locked, and controlled by ADMINISTRATOR's accounting department. All checks must be accounted for, including voids, stop payments, etc.
- I. ADMINISTRATOR shall use a separate check register for OCTA. Daily entries will be made on all checks disbursed on the account. Credits and deposits made on checks, recoveries, and reimbursement requests made from ADMINISTRATOR's office shall be accurately reflected. ADMINISTRATOR shall provide OCTA's Accounting department, if requested, with one (1) copy of each check register, all voided checks, and other requested documentation.
- J. ADMINISTRATOR shall review periodically all Trustee accounts to determine if initial deposit is adequate for handling the dollar volume for the month so that the holding of checks waiting for a deposit does not occur. In such instances where it is determined that deposit is inadequate, ADMINISTRATOR's accounting office shall submit a report with a recommendation for an increase to the Trustee account based on this review.
- K. ADMINISTRATOR's request for reimbursement of claim payments made shall be submitted to OCTA for reimbursement by the 5th business day of the month for the preceding month's payments.
- L. ADMINISTRATOR shall promptly forward, upon receipt, all insurance reimbursement, subrogation recovery and refund checks to OCTA's Risk Management department. ADMINISTRATOR shall not deposit these checks.
- M. As directed by OCTA, ADMINISTRATOR shall coordinate OCTA's Broker, Internal Auditor or external consultants by providing information from OCTA's claim records.
- N. OCTA will provide the ADMINISTRATOR with a list of randomly selected checks from the monthly check register for audit purposes. The selected checks/transactions shall be produced along with all supporting documentation to OCTA within 10 business days from the date of request by OCTA.

6. REPORTS

- A. ADMINISTRATOR shall provide the following monthly reports via excel and/or digital format to OCTA by the 5th business day of the following month:

1. Comprehensive monthly loss run
 2. Management Summaries by work group, locations and for the total program that includes the total paid for each group for the period
 3. Listing of checks received (insurance reimbursement, subrogation, and refunds)
 4. Alphabetical listing of denied or delayed claims by month
 5. Alphabetical listing of represented claims by month
 6. Fiscal year summaries by work group and for the total program
 7. Number of closed files by work group
 8. Number of new files by work group
 9. Number of claims assigned to each member of the dedicated unit
 10. Settlement award log
 11. Litigation assignment log
 12. Penalties log
 13. Excess recovery report
 14. Subrogation log
 15. Year-over-year payment comparison report by category
- B. An excel spreadsheet report containing at least the following data fields:
1. Status (Open, Reopen, or Closed)
 2. Date received by ADMINISTRATOR
 3. Closed Date (if applicable)
 4. Age at time of injury
 5. Date of Hire
 6. Indemnity Paid
 7. Division
 8. Job Group
 9. Base Location
 10. Medical Paid
 11. Legal Paid
 12. Other Paid
 13. Rehab Paid

14. Indemnity Incurred
15. Med Incurred
16. Rehab Incurred
17. Legal Incurred
18. Other Incurred
19. Indemnity Outstanding Reserve
20. Rehab Outstanding Reserve
21. Medical Outstanding Reserve
22. Legal Outstanding Reserve
23. Other Outstanding Reserve
24. Total Paid
25. Total Incurred
26. Total Recovered
27. Occupation
28. How Injury Occurred
29. Claim Type
30. Claim Status
31. Body Part (s)
32. Legal Representation status
33. Applicant Attorney Info, if applicable
34. Defense Attorney Info, if applicable

- E. Upon request by OCTA, ADMINISTRATOR shall provide secure online access to the ADMINISTRATOR's claims management system. ADMINISTRATOR shall provide this access at no additional cost to OCTA.
- F. Upon request by OCTA, ADMINISTRATOR shall provide secure, electronic reports to allow performance of certain routine data analysis by OCTA at no additional cost.

CLAIMS ADMINISTRATION QUESTIONNAIRE

The Offeror is required to complete the questionnaire below and submit the responses as part of their proposal.

1. How many years has your company been administering Workers' Compensation self-insured plans?
2. How many employer accounts:
 - Are you presently handling?
 - Have you acquired in the last 12 months?
 - Have you lost in the last 12 months?
3. Please list the five (5) largest local public entities, if any, for which you have administered claims for more than one year, indicating the year first contracted with that entity. Please include name of references and telephone numbers.
4. Please state the location of the office where the following will be administered:
 - Claims:
 - Checks:
 - Reports:

If any work on OCTA's account would be performed at other offices, specify the work and the locations.
5. Advise whether there are any major changes (e.g., relocation of firm/consolidation) planned during the next 12 months.
6. What length of time would you require for set-up preparations before OCTA's account could be transferred to your firm for handling? What computer tape/disk

specifications can you accommodate for receiving historical claim information by tape/disk from the current TPA?

7. Describe the computer operating system utilized to provide workers' compensation services and advise if your computer system tracks reserve changes.
8. Please describe any services, advisory or otherwise, your company provides which may be of value to OCTA.
9. Please describe those aspects of your administrative services which distinguish your firm from your competitors.
10. Please list the reinsurance carriers that have approved your company and indicate how long you have done business with them.
11. Has your firm been the subject of any adverse litigation? If so, why and what was the outcome?
12. How many tollfree telephone numbers do you have for OCTA employees to use?
13. What are your office hours that OCTA employees can inquire about claims? If your hours are within the time frame of 8:00 a.m. to 5:00 p.m., can your hours be extended beyond this time frame? If so, to what hours?
14. Describe your data back-up system.
15. What is your disaster recovery plan for your computer system and claims processing operation?
16. Describe the check and signature security system you have.
17. What is your company's hiring standards/guidelines for claims examiners?
18. How many claims examiners and claim assistants do you anticipate assigning to handle OCTA's claims?

19. In the last 12 months, how many claims examiners have been 1) terminated and 2) hired?
20. What is your company's turnover rate for claims examiners in Southern California? Orange County?
21. Describe the claims software your computer system uses.
22. Do you subcontract or have in-house staff to provide the following services?
- Utilization Review
 - Case Management
 - Medical Bill Auditing
23. With which medical bill auditing, case management and utilization review companies are you compatible?
24. Describe in detail the training provided to your examiners regarding recent regulations and case law.
25. Does your firm acknowledge a lower price for customers that elect to use your paperless system?

Case At-A-Glance

Date:	
Client Representative	
Adjuster	
Date of Last Report	

Claimant:		Claim Number:	
Employer:		Date of Loss:	
Division:		Date of Hire:	
Location:		Occupation:	
Defense Attorney:		Age/DOB:	
Applicant's Attorney:		Jurisdiction:	
WCAB Venue		Retention Level:	
Employment Status:		Excess:	

Reserves	Total Incurred	Total Paid	Outstanding
TD:			
PD:			
VRMA:			
VR Evaluation:			
VR Training:			
Life Pension:			
Death:			
Medical:			
ALAE:			
ULAE:			
Total:			

Description of Injury:

Medical:

Rehabilitation:

Collateral Issues, if any:

Subrogation:

Investigation:

Apportionment:

Legal:

Penalty Exposure:

Indemnity:

Claim Strategy:

Prepared by:		Office:		Date:	
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CLAIM RESOLUTION ACKNOWLEDGEMENT

Employee:		Employer:	
Current Age:		Claim #:	
Occupation:		DOI:	
DOH:		Litigated/DA:	
Employment Status:		WCAB#:	

RESERVES

	Paid	Reserve Balance Outstanding	Total Incurred
Medical			
Indemnity			
Sal. Cont Excess			
PD Indemnity			
Rehab			
Legal Expense			
Other Expense			
Totals:			

OCCURRENCE (brief description of injury):

SETTLEMENT RATIONALE:

BASIS FOR SETTLEMENT:

Estimated cost of continued discovery:

SETTLEMENT RECOMMENDATION:

Submitted by: _____ Supervisor: _____

Date: _____ Date: _____

Client Acknowledgement: _____ Date: _____

Client Acknowledgement: _____ Date: _____

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET
REQUEST FOR PROPOSALS (RFP) 0-2202

Enter below all proposed cost and price required for services described in Exhibit A, entitled "Scope of Work." Pricing shall be fully-burdened which shall include direct costs, indirect costs, and profits.

Proposed pricing shall remain fixed and no price increases shall be passed along to the Authority.

Please denote the basis on which the prices are quoted. Proposed pricing shall be for a five (5) year term.

Each Category shall include cost and pricing for the five (5) year term:

Category One:

- Bundled - Cost and price proposal shall include all of the following:
 - Claims Administration Services
 - Medical Bill Auditing Services
 - Utilization Review Services
 - Medical Case Management Services

Category Two:

- Unbundled - Cost and price proposal shall include the following separate services:
 - Claims Administration Services
 - Medical Bill Auditing Services
 - Utilization Review Services
 - Medical Case Management Services

Category One:

- **Bundled -** Offerors cost and price proposal shall include all of the following services:
 - Claims Administration
 - Medical Bill Auditing
 - Utilization Review
 - Medical Case Management

If necessary, Offerors can use additional pages for explanation of cost and pricing.

Authority shall pay Administrator on a firm fixed amount shown below for all new Workers' Compensation claim, regardless of volume, submitted to and fully completed by, Administrator during the terms of this Agreement, said sums to include Administrator's total direct cost, indirect costs and profit and to be paid with the following provisions:

<u>Term</u>	<u>Period of Performance</u>	<u>Total Annual Fee</u>
Year One	11/01/2020 – 10/31/2021	\$ _____
Year Two	11/01/2021 – 10/31/2022	\$ _____
Year Three	11/01/2022 – 10/31/2023	\$ _____
Year Four	11/01/2023 – 10/31/2024	\$ _____
Year Five	11/01/2024 – 10/31/2025	\$ _____

Note: For cost analysis purposes, please provide annual fees for the above designated job categories.

Please state how many installments are payable and in what amounts? Currently, the Authority pays its Administrator in equal quarterly payments.

Please provide associated services (i.e. Medical Billing Audit, Utilization Review Services, and Medical Case Management Services) at the following fully-burdened labor rates:

Term: 11/01/20 – 10/31/2025

<u>Service</u>	<u>Rate/Hour</u>
_____	\$ _____
_____	\$ _____

_____ \$ _____

OTHER FEES

- A. If you have any charges that are not included in your flat annual fee, identify those items and state their costs. For example, you might charge additional amounts for optional client printouts or reports, a litigation cost reduction program, employee accident forms, safety training program, or some start-up costs.

- B. If you agree to finish processing open claims left by the previous administrator, please provide the hourly labor rate(s) that you would charge the Authority on a time-and-expense basis for this work (expenses would be reimbursed to the Administrator at actual cost).

- C. If you agree to finish processing claims left open upon expiration or termination of the contract award to your firm, please provide the hourly rate(s) that you would charge the Authority on a time-and expense basis for this work (expenses would be reimbursed to the Administrator at actual costs).

-
1. I acknowledge receipt of RFP 0-2202 and Addenda No.(s) _____
2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 180)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

E-MAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

SIGNATURE'S NAME AND TITLE _____

DATE SIGNED _____

Category Two:

- **Unbundled** - Cost and price proposal shall include the following separate services:
 - Claims Administration Services
 - Medical Bill Auditing Services
 - Utilization Review Services
 - Medical Case Management Services

If necessary, Offerors can use additional pages for explanation of cost and pricing.

Claims Administration Services:

<u>Term</u>	<u>Period of Performance</u>	<u>Total Annual Fee</u>
Year One	11/01/2020 – 10/31/2021	\$_____
Year Two	11/01/2021 – 10/31/2022	\$_____
Year Three	11/01/2022 – 10/31/2023	\$_____
Year Four	11/01/2023 – 10/31/2024	\$_____
Year Five	11/01/2024 – 10/31/2025	\$_____

Note: For cost analysis purposes, please provide annual fees for the above designated job categories.

Please state how many installments are payable and in what amounts? Currently, the Authority pays its Administrator in equal quarterly payments.

Medical Bill Auditing Services:

<u>Term</u>	<u>Period of Performance</u>	<u>Flat Fee Per Bill</u>
Year One	11/01/2020 – 10/31/2021	\$_____
Year Two	11/01/2021 – 10/31/2022	\$_____
Year Three	11/01/2022 – 10/31/2023	\$_____
Year Four	11/01/2023 – 10/31/2024	\$_____
Year Five	11/01/2024 – 10/31/2025	\$_____

Utilization Review Services:

<u>Term</u>	<u>Period of Performance</u>	<u>Flat Fee Per Review</u>
Year One	11/01/2020 – 10/31/2021	\$ _____
Year Two	11/01/2021 – 10/31/2022	\$ _____
Year Three	11/01/2022 – 10/31/2023	\$ _____
Year Four	11/01/2023 – 10/31/2024	\$ _____
Year Five	11/01/2024 – 10/31/2025	\$ _____

Medical Case Management Services:

<u>Term</u>	<u>Period of Performance</u>	<u>Rates/Hourly</u>
Year One	11/01/2020 – 10/31/2021	\$ _____
Year Two	11/01/2021 – 10/31/2022	\$ _____
Year Three	11/01/2022 – 10/31/2023	\$ _____
Year Four	11/01/2023 – 10/31/2024	\$ _____
Year Five	11/01/2024 – 10/31/2025	\$ _____

OTHER FEES

- A. If you have any charges that are not included in your flat annual fee, identify those items and state their costs. For example, you might charge additional amounts for optional client printouts or reports, a litigation cost reduction program, employee accident forms, safety training program, or some start-up costs.

- B. If you agree to finish processing open claims left by the previous administrator, please provide the hourly labor rate(s) that you would charge the Authority on a time-and-expense basis for this work (expenses would be reimbursed to the Administrator at actual cost).

- C. If you agree to finish processing claims left open upon expiration or termination of the contract award to your firm, please provide the hourly rate(s) that you would charge the Authority on a time-and expense basis for this work (expenses would be reimbursed to the Administrator at actual costs).

1. I acknowledge receipt of RFP 0-2202 and Addenda No.(s) _____

2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 180)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

E-MAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

SIGNATURE'S NAME AND TITLE _____

DATE SIGNED _____

EXHIBIT C: PROPOSED AGREEMENT

1 **AGREEMENT NO. C-**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 _____
6 **THIS AGREEMENT** is effective this _____ day of _____, 2020
7 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street,
8 P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California
9 (hereinafter referred to as "AUTHORITY"), and , , , (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to provide Workers'
12 Compensation claims administrative services; and

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

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

16 **WHEREAS**, CONSULTANT wishes to perform these services; and

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

19 **ARTICLE 1. COMPLETE AGREEMENT**

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

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

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

6 **ARTICLE 2. AUTHORITY DESIGNEE**

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

9 **ARTICLE 3. SCOPE OF WORK**

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

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

16 **Names**

Functions

17
18 C. No person named in paragraph B of this Article, or his/her successor approved by
19 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function
20 or level of commitment hereunder be changed, without the prior written consent of AUTHORITY.

21 Should the services of any key person become no longer available to CONSULTANT, the resume and
22 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as
23 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key
24 person, unless CONSULTANT is not provided with such notice by the departing employee.

25 AUTHORITY shall respond to CONSULTANT within seven (7) calendar days following receipt of these
26 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 ADMINISTRATOR'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 ADMINISTRATOR on a firm fixed price basis in accordance with the following provisions.

B. The following schedule shall establish the firm fixed amounts show below for all Workers' Compensation Claims, regardless of volume, submitted to an fully completed by ADMINISTRATOR during the term of this Agreement, said sums to include ADMINISTRATOR's total direct cost, indirect costs and profit and to be paid in accordance with the following provisions.

Effective PeriodTotal Annual Fee

Year 1

\$ _____

Year 2

\$ _____

Year 3

\$ _____

Year 4

\$ _____

Year 5

\$ _____

C. AUTHORITY shall also pay ADMINISTRATOR on a time-and-expense basis for the following services at the following fully-burdened labor rates:

ServiceRate/Hour

\$ _____

\$ _____

\$ _____

D. AUTHORITY shall remit payment in accordance with the following provisions:

/

Payment Schedule:Payments

Year 1	\$_____due each quarter
Year 2	\$_____due each quarter
Year 3	\$_____due each quarter
Year 4	\$_____due each quarter
Year 5	\$_____due each quarter

E. ADMINISTRATOR shall invoice AUTHORITY on a quarterly basis for payments corresponding to the work actually completed by ADMINISTRATOR. Percentage of work completed shall be documented in a progress report prepared by ADMINISTRATOR, which shall accompany each invoice submitted by ADMINISTRATOR. ADMINISTRATOR shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full payment until such time as ADMINISTRATOR has documented to AUTHORITY's satisfaction, that ADMINISTRATOR has fully completed all work required. AUTHORITY's payment in full for any services completed shall not constitute AUTHORITY's final acceptance of ADMINISTRATOR's work; final acceptance shall occur only when AUTHORITY's release of the retention described in paragraph F.

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

retention in accordance with Article 5.

G. Invoices shall be submitted by ADMINISTRATOR on a quarterly basis and shall be submitted in duplicate to AUTHORITY's Accounts Payable office. ADMINISTRATOR may also submit invoices electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net.

Each invoice shall be accompanied by the progress report specified in paragraph E of this Article.

AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the following information

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

retention;

5. Monthly Progress Report;

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

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

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

ARTICLE 6. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CONSULTANT mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for CONSULTANT's profit) shall be _____Dollars (\$_____.00) which shall include all

amounts payable to CONSULTANT for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

ARTICLE 7. NOTICES

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

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, California 92863-1584

ATTENTION:

ATTENTION: Yvette Crowder

Senior Contract Administrator

(714) 560 – 5616

ycrowder@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

A. CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not employees of AUTHORITY. CONSULTANT 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.

B. Should CONSULTANT's personnel or a state or federal agency allege claims against AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or

1 allegations involving any other independent contractor misclassification issues, CONSULTANT shall
2 defend and indemnify AUTHORITY in relation to any allegations made.

3 **ARTICLE 9. INSURANCE**

4 A. CONSULTANT shall procure and maintain insurance coverage during the entire term of this
5 Agreement. Coverage shall be full coverage and not subject to self-insurance provisions.

6 CONSULTANT shall provide the following insurance coverage:

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

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

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

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

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

16 6. Commercial Crime with minimum limits of \$5,000,000.00 per claim.

17 B. Proof of such coverage, in the form of a certificate of insurance, with the AUTHORITY, its
18 officers, directors, employees and agents, designated as additional insureds as required by contract. In
19 addition, provide an insurance policy blanket additional insured endorsement. Both documents must be
20 received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be
21 received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement. Such
22 insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the
23 AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies of all related
24 insurance policies.

25 C. CONSULTANT shall include on the face of the certificate of insurance the Agreement
26 Number C-; and, the Senior Contract Administrator's name, Yvette Crowder.

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

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

6 **ARTICLE 10. ORDER OF PRECEDENCE**

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

11 **ARTICLE 11. CHANGES**

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

20 **ARTICLE 12. DISPUTES**

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

26 B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with

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

6 **ARTICLE 13. TERMINATION**

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

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

22 **ARTICLE 14. INDEMNIFICATION**

23 CONSULTANT shall indemnify, defend, and hold harmless AUTHORITY, its officers, directors,
24 employees and agents from and against any and all claims (including attorneys' fees and reasonable
25 expenses for litigation or settlement) for any loss, costs, penalties, fines, damages, bodily injuries,
26 including death, damage to or loss of use of property, arising out of, resulting from, or in connection with

the performance of CONSULTANT, its officers, directors, employees, agents, subconsultants or suppliers under the Agreement. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify AUTHORITY, its officers, directors, employees and agents shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of AUTHORITY.

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

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

Subcontractor Name/Addresses

Subcontractor Amounts

.00

.00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

CONSULTANT shall provide AUTHORITY, or other agents of AUTHORITY, such access to CONSULTANT's accounting books, records, payroll documents and facilities, as AUTHORITY deems necessary. CONSULTANT shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONSULTANT's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit

books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 15 of this Agreement. CONSULTANT shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 17. CONFLICT OF INTEREST

CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the CONSULTANT is unable, or potentially unable to render impartial assistance or advice to the AUTHORITY; CONSULTANT's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONSULTANT. 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

CONSULTANT 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. CONSULTANT agrees to include these requirements in all of its subcontracts.

ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES

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

ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT 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

1 regulations promulgated thereunder.

2 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

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

10 **ARTICLE 22. PROHIBITED INTERESTS**

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

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

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

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

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

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

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

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

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

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

ARTICLE 25. FINISHED AND PRELIMINARY DATA

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

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

ARTICLE 26. FIDELITY BOND

A. At its sole expense, ADMINISTRATOR shall secure, for the sole benefit of AUTHORITY and with AUTHORITY named as co-obligee, a bond under which AUTHORITY shall be paid up to \$500,000.00 for losses caused to, or sustained by, AUTHORITY through the acts or omissions of any of ADMINISTRATOR's employees and/or officers, whether acting alone or in collusion with others, during the term of this Agreement.

B. Prior to commencement or performance hereunder, ADMINISTRATOR shall furnish

1 AUTHORITY's Contract Administrator with a certificate of such bond or the bond itself.

2 **ARTICLE 27. DISPOSITION OF FILES UPON TERMINATION OF AGREEMENT**

3 A. Any files maintained by ADMINISTRATOR on each claim shall be the property of
4 AUTHORITY.

5 B. In the event AUTHORITY requests ADMINISTRATOR to continue to process any open files
6 to their conclusion, after this Agreement has expired or is terminated by AUTHORITY,
7 ADMINISTRATOR shall continue to process such files on a time-and-expense basis at the payment
8 rates set forth in Article 5 of this Agreement, except that in no event shall ADMINISTRATOR's charges
9 exceed the amount of AUTHORITY's maximum cumulative payment obligation specified in this
10 Agreement.

11 **ARTICLE 28. CONFIDENTIALITY**

12 A. ADMINISTRATOR shall keep in strictest confidence and trust all Confidential
13 Information disclosed by AUTHORITY.

14 (1) "Confidential Information" means any information, in whatever form or medium,
15 disclosed by AUTHORITY to ADMINISTRATOR in the course of, or obtained by ADMINISTRATOR as
16 a consequence of, or through, the discussions conducted between the parties with respect to the
17 Agreement, and includes, but is not limited to, trade secrets, financial records and information, plans,
18 concepts, ideas, know-how, techniques, designs, specifications, drawings, descriptions, diagrams,
19 inventions, computer programs, data, procedures, formulas, improvements, concepts, business
20 activities and operations, customer information, reports, studies, and all other technical and business
21 information of a confidential and proprietary nature.

22 (2) Confidential information does not include information (a) known to ADMINISTRATOR
23 prior to obtaining the same from disclosing Party; (b) in the public domain at the time of disclosure by
24 ADMINISTRATOR; (c) obtained by ADMINISTRATOR from a third party who did not receive same,
25 directly or indirectly, from the disclosing Party; (d) approved for release by written authorization of an
26 authorized officer of the disclosing Party; or (e) independently developed by or for CONSULTANT

1 without use of the Confidential Information.

2 B. ADMINISTRATOR shall not, without prior written approval of AUTHORITY, disclose
3 Confidential Information to a third party not connected with the performance of the project. If
4 ADMINISTRATOR is requested or required by subpoena or other court order to disclose any of the
5 Confidential Information, ADMINISTRATOR shall provide immediate notice of such request to
6 AUTHORITY and shall use reasonable efforts to resist disclosure, until an appropriate protective order
7 may be sought, or a waiver of compliance with the provisions of this Agreement granted.

8 C. ADMINISTRATOR shall use the Confidential Information only for the purpose of the
9 Project, and shall make no use of the Confidential Information, in whole or in part, for any other
10 purpose.

11 D. ADMINISTRATOR agrees to take all reasonable steps to preserve the confidential and
12 proprietary nature of the Confidential Information and cause its employees to maintain the
13 confidentiality of the Confidential Information; except employees of ADMINISTRATOR may use the
14 Confidential Information in order to perform ADMINISTRATOR's obligations or engage in activities
15 contemplated under this Agreement. ADMINISTRATOR shall be responsible for any disclosures by its
16 employees to third parties.

17 E. ADMINISTRATOR shall insert in any subcontracts the clauses set forth in paragraphs
18 (A) through (E) of this section and also a clause requiring the subcontractors to include these clauses in
19 any lower tier subcontracts. ADMINISTRATOR shall be responsible for compliance by any
20 subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (E) of this
21 section.

22 **ARTICLE 29. FORCE MAJEURE**

23 Either party shall be excused from performing its obligations under this Agreement during the
24 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its
25 control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material,
26 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 30. HEALTH AND SAFETY REQUIREMENT

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

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

CONSULTANT

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

Darrell E. Johnson
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

James M. Donich
General Counsel

Date: _____

APPROVED:

By: _____

Date: _____

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORMS

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

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

Name

Signature

Title

Date

Revised. 03/16/2018

EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

IMPORTANT NOTICE**Basic Provisions of Government Code Section 84308**

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

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

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

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

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

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

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

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

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

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

EXHIBIT F: SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

1.2 REGULATORY

- A. Injury/Illness Prevention Program
The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier

contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

B. Substance Abuse Prevention Program

Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

C. Heat Illness Prevention Program

Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

D. Hazard Communication Program

Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

E. Storm Water Pollution Prevention Plan

The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:

1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.

B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of

the public that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

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

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

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

1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 or 3 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.6 REFERENCES

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

END OF SECTION

EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror:_____

RFP No.:_____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

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

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

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

**EXHIBIT H: PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL
DOCUMENTS**

PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL DOCUMENTS

Offeror is required to submit one copy of the completed and signed form as part of its proposal and it should be included only in the original proposal. Offeror shall complete either Option 1 or Option 2 which ever applies.

Option #1: Public Records Act Indemnification Agreement

By signing below, the Proposer agrees as follows regarding its Proposal:

If Authority receives a Public Records Act request (Government Code sections 6250 et seq.) which seeks any portion of Proposer's proposal that the Proposer has marked as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation (the "PRA Documents"), the Authority will notify the Proposer of the request. The Proposer shall, within three business days of such notification from the Authority, inform the Authority as to whether it desires the PRA Documents to be withheld, and shall thereafter timely provide a legal basis for each such requested withholding. If the Authority determines to withhold the PRA Documents, Proposer shall indemnify and defend Authority from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs.

Proposer shall pay all costs, immediately as they come due, pertaining to any action under the Public Records Act related to any portion of Proposer's proposal marked or designated as described above, and withheld by Authority. If the Proposer fails to notify the Authority in writing within three business days, or to timely provide a legal basis for the withholding of documents, Proposer agrees that Authority shall release and disclose Proposer records, notwithstanding any marking or designation of the PRA Documents.

In no case shall Authority be liable for any inadvertent disclosure of any Proposer proposal documents, or any disclosure made by Authority upon a good faith belief that disclosure is required by law, or in the event Proposer has failed to notify the Authority in writing of its desire to withhold the PRA Documents within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such PRA Documents, and Proposer waives any claims it may have had related to such disclosure.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____(Print Name)

Title: _____

Signed by: _____

Date: _____

Option #2: Non-Applicability

This Proposer has not marked any portion of its proposal as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____(Print Name)

Title: _____

Signed by: _____

Date: _____