

DRAFT REQUEST FOR PROPOSALS (RFP)

**DETAIL BUS AND STREETCAR
CLEANING AND PESTICIDE
APPLICATION 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: Monday, December 8, 2025

Question Submittal Date: Wednesday, December 17, 2025

Proposal Submittal Date: January 8, 2026

SECTION I. INSTRUCTIONS TO OFFERORS

A. NOTICE OF REQUEST FOR PROPOSALS

NOTICE OF REQUEST FOR PROPOSALS

(RFP): “Detail Bus and Streetcar Cleaning and Pesticide Application Services”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified contractors to provide detailed bus and streetcar cleaning and pesticide application services. The budget for this effort is \$1,465,000 for a three (3)-year initial term.

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

Proposals must be submitted, electronically, through the [Authority's OpenGov Procurement portal](https://procurement.opengov.com/portal/octa/projects/213042), at <https://procurement.opengov.com/portal/octa/projects/213042> before the deadline of 2:00 pm on Thursday, January 8, 2026. Authority will not accept hard copy proposals for this RFP.

Offerors are instructed to submit a response to “**250080**” on the Authority's OpenGov Procurement portal, and follow the instructions as prompted to submit the proposal. The ability to submit a response will expire at the submittal deadline.

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

Firms interested in obtaining a copy of this RFP may do so by downloading the RFP from the Authority's OpenGov Procurement portal.

To receive all further information regarding this RFP, firms and subconsultants must be registered on OpenGov Procurement and following this RFP on the [Authority's public OpenGov Procurement portal](https://procurement.opengov.com/portal/octa/projects/213042).

A pre-proposal conference will be held both on-site/in-person and via teleconference on Monday, December 15, 2025, at 2:00 pm.

For prospective Offerors who wish to join on-site/in-person, the pre-proposal conference will be held at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room Administrative Offices (Conference Room 07): 550 South Main Street Orange, CA 92868.

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

- [Click here to join the meeting](#)
- OR Call-in Number: (916) 550-9867
- Conference ID: 484 087 608#

A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established January 29, 2026, as the date(s) 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 state and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Work.

B. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held both on-site/in-person and via teleconference on Monday, December 15, 2025, at 2:00 pm.

For prospective Offerors who wish to join on-site/in-person, the pre-proposal conference will be held at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room Administrative Offices (Conference Room 07): 550 South Main Street Orange, CA 92868.

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C. 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.

D. 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.

E. AUTHORITY CONTACT

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

Ellis Hoskin
Contract Administrator
(714) 560-5551
ehoskin@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no Offeror, subcontractor, lobbyist or agent hired by the Offeror shall

have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any Offeror, subcontractor, lobbyist or agent hired by the Offeror that engages in such prohibited communications may result in disqualification of the Offeror at the sole discretion of the Authority.

F. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall submit such request for clarification or inquiry through the "Question and Answer" section of this RFP on the Authority's OpenGov Procurement portal prior to 5:00 pm on Wednesday, December 17, 2025. 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 issued to this RFP on the Authority's OpenGov Procurement portal.

2. Submitting Requests

All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and received via the Authority's OpenGov Procurement portal before 5:00 pm, on Wednesday, December 17, 2025.

3. Authority Responses

Responses from the Authority will be posted on the OpenGov Procurement portal at <https://procurement.opengov.com/portal/octa/projects/213042>.

To receive email notification of Authority responses when they are posted on the OpenGov Procurement portal, firms and subconsultants must be registered on OpenGov and following this RFP on the Authority's portal.

G. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received electronically through the Authority's OpenGov Procurement portal before 2:00 pm on Thursday, January 8, 2026.

Proposals received after the above-specified date and time or submitted in any manner other than as specified above will be returned to Offerors unopened.

2. Acceptance of Proposals

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

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

H. 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.

I. 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.

J. 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.

K. 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.

L. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be with fully burdened labor rates and anticipated expenses for work specified in the scope of work, included in the RFP as Exhibit A. The Agreement will have a three (3)-year initial term and one (1), two (2)-year option term.

M. 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.

N. 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.

O. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California Public Records Act, Government Code sections 7920.000 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

If a Proposal does include "confidential" or "proprietary" markings and the Authority receives a request pursuant to the Act, the Authority will endeavor (but cannot guarantee) to notify the Offeror of such a request. In order to protect any information submitted within a Proposal, the Offeror must pursue, at its sole cost and expense, any and all appropriate legal action necessary to

maintain the confidentiality of such information. The Authority generally does not consider pricing information, subcontractor lists, or key personnel, including resumes, as being exempt from disclosure under the Act. In no event shall the Authority or any of its officers, directors, employees, agents, representatives, or consultants be liable to an Offeror for the disclosure of any materials or information submitted in response to the RFP or by failing to notify an Offeror of a request seeking its Proposal. The Authority reserves the right to make an independent decision to disclose records and material.

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

P. STATEMENT OF ECONOMIC INTERESTS

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

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2" x 11" size paper. 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.

1. Letter of Transmittal*

The Letter of Transmittal shall 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. 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.
- d. Signature of a person authorized to bind Offeror to the terms of the proposal.
- e. Signed statement attesting that all information submitted with the proposal is true and correct.

*Response required

2. Qualifications, Related Experience and References to Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to provide:

Profile of Firm*

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.

*Response required

Firm's Financial Condition*

Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.

*Response required

Firm's Experience*

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.

*Response required

Subcontractors*

Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.

*Response required

Lobbying or Advocating Services on Behalf of Offeror*

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.

*Response required

References*

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.

*Response required

Do you have a Dun & Bradstreet (DUNS) number? If so, enter it here.

Do you have an Unique Entity Identifier (UEI) number? If so, enter it here.

3. 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:

Identify Key Personnel*

Identify key personnel proposed to perform the work 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.

*Response required

Resumes of Key Personnel*

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.

*Response required

Project Organization Chart*

Provide a project organization chart, which clearly delineates communication/reporting relationships among the project staff.

*Response required

Key Personnel Availability*

Provide 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.

*Response required

4. 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:

Approach*

Describe the approach to completing 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.

*Response required

Sequence of Activities*

Outline sequentially the activities that would be undertaken in completing the work and specify who would perform.

*Response required

Quality Control Methods*

Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.

*Response required

Special Issues or Problems*

Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.

*Response required

Enhancements or Procedural/Technical Innovations to Scope of Work*

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.

Do you have any such enhancements or innovations to propose?

☐ Yes

☐ No

*Response required

When equals "Yes"

Enhancements or Innovations*

You have indicated that you have enhancements or procedural or technical innovations to the Scope of Work to propose. As previously stated, such enhancements or innovations must not materially deviate from the objectives or required content of the project.

*Response required

5. Exceptions/Deviations

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

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

Exceptions or Deviations*

Do you have any exceptions and/or deviations from the requirements of this RFP?

☐ Yes

☐ No

*Response required

When equals "Yes"

Exceptions or Deviations - Yes*

Offerors shall complete the form entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submit it as part of the 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.

- [Proposal Exceptions and Dev...](#)

*Response required

6. Cost and Price Proposal

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

Price Summary Sheet*

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

*Response required

7. Forms

Campaign Contribution Disclosure Form*

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

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

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

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

Offeror is required to report any campaign contributions made by the prime contractor, subconsultants, lobbyists and agents after the proposal submittal date, and up to the anticipated Board of Directors selection on April 27, 2026. The offeror shall use the campaign contribution form for any additional reporting. The forms must be submitted at least 15 calendar days prior to the Board Committee date on April 9, 2026 and sent via e-mail to the Contract Administrator.

- [Campaign Contribution Discl...](#)

*Response required

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 the completed form(s) as part of its proposal.

- [Status of Past and Present ...](#)

*Response required

8. Submittal

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.

*Response required

Licenses and Certifications

Provide confirmation that the firm has the necessary licensing and certifications indicated in the Scope of Work and required by the State of California to perform the work.

*Response required

Submittal Confirmation*

Proposer hereby certifies that all information provided within this proposal is accurate to the best of their knowledge. Proposer acknowledges that they have examined and carefully studied all RFP and Contract Documents and any Addenda and that they have provided any necessary proof of their authority to submit a proposal on behalf of the Company/Firm Name stated on the proposal thereby committing the Company/Firm to the information contained within.

☐ Please confirm

*Response required

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

1. Proposal Evaluation

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Qualifications of the Firm 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.	0-5 Points	30 <i>(30% of Total)</i>
2.	Staffing and Project Organization 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.	0-5 Points	20 <i>(20% of Total)</i>
3.	Work Plan Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.	0-5 Points	25 <i>(25% of Total)</i>
4.	Cost and Price Reasonableness of rates; competitiveness with other offers received; adequacy of data in support of figures quoted.	0-5 Points	25 <i>(25% of Total)</i>

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established January 29, 2026, as the date(s) to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

At the conclusion of the evaluation process, the evaluation committee will recommend to the Transit Committee on <insert date>, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The Board Committee will review the evaluation committee's recommendation and forward its recommendation to the Board of Directors for final action on April 27, 2026.

C. AWARD

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

The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

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

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via the Authority's OpenGov Procurement portal. 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.

SCOPE OF WORK

Detailed Bus Cleaning and Pesticide Application Services

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1. GENERAL

The Orange County Transportation Authority (OCTA) requires detailed bus cleaning and pesticide application services for approximately:

- Four hundred ninety-two (492) 40-foot transit buses
- Thirty-six (36) articulated 60-foot buses
- Twelve (12) 30-foot transit buses
- Two hundred forty-six (246) 23-foot paratransit buses
- Four (4) 20-foot cutaway paratransit buses
- Fifty (50) Non-Revenue Passenger Vehicles
- Eight (8) 90-foot electric streetcars

Services shall be performed at six (6) OCTA locations throughout Orange County as specified herein.

Cleaning is a critical element of OCTA's pest management program, providing pest prevention and removal of pesticide residues following application. The Contractor shall possess all required licenses and certifications issued by the State of California, including but not limited to: Pest Control Business License, Qualified Applicator License or Certificate, and Structural Pest Control Board License.

2. REQUIREMENTS

2.1. Labor and Materials

Contractor shall provide, on a scheduled basis, all labor, materials, and supplies to perform pesticide application and bus cleaning services for OCTA.

2.2. Task Understanding

Contractor shall have a full understanding of all cleaning and pesticide application tasks and shall manage all contract activities, scheduling, staffing, and quality control.

2.3. Scheduling

A schedule shall be developed as a guideline that facilitates pesticide bait replacement and cleaning of all buses, streetcars, and passenger vehicles per the frequency specified in Section 7. The schedule shall maximize weekend cleaning to minimize weekday service disruption. Contractor shall coordinate with OCTA base staff to ensure vehicles are available, particularly for late-returning units.

2.4. Point of Contact

Contractor shall provide a single point of contact and an alternate for the term of the contract, both capable of managing all aspects of service delivery as well as subcontractor coordination.

2.5. Uniforms and Identification

All personnel shall wear clean uniforms identifying the Contractor's name and shall display an identification badge at all times while on OCTA property.

2.6. Supervision

A qualified, English-speaking supervisor shall be present at each work location during all operations. The supervisor shall be responsible for directing the work crew, ensuring compliance with safety rules, and maintaining work quality.

2.7. Equipment and Supplies

Contractor shall provide all tools, cleaning supplies, and equipment necessary to complete the services described herein. All chemicals and materials shall comply with current Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) requirements.

Chemicals used to clean surfaces and floors cannot leave a residue on surfaces that leave a residue or can cause damage to clothing. Contractor must not use heavy duty cleaning pads that can damage any surfaces.

2.8. Safety and PPE

Contractor shall comply with all applicable safety regulations, including Cal-OSHA standards. Personnel shall wear personal protective equipment (PPE) appropriate to the work performed and/or location of work being performed.

OCTA will provide a mandatory four (4)-hour OC Streetcar Roadway Worker Program training/qualification for Contractor field representatives designated to work near the OC Streetcar facility, tracks, and/or the overhead contact system. Contractor shall ensure that all designated field representatives complete this training, remain up to date, and renew it annually. At the discretion of OC Streetcar Maintenance and Storage Facility (MSF) supervision, training may be scheduled on the same day as approved work but must be satisfactorily completed prior to beginning any cleaning work. Training time shall be reimbursable at the applicable straight-time billing rate under the Agreement.

Minimum PPE requirements at Streetcar MSF and all OCTA bus bases:

- Yards - orange hi-visibility vest, closed toe shoes.
- Maintenance Shops & Washes - ASTM F2413 EH rated safety shoes. Orange hi-visibility vests, and clear safety glasses with side shields.

2.9. Acceptance Inspection

All completed work is subject to inspection by OCTA's designated representative. Deficiencies shall be corrected at no additional cost to OCTA.

2.10. Transportation and Vehicle Use

Buses shall be delivered to the cleaning area by maintenance personnel for the scheduled service. After cleaning, maintenance personnel shall return the buses to the designated parking stall. No laundry facilities will be provided for the cleaning crews. All movement of streetcars will be directed by the Operations Control Center.

Contractor's vehicles shall comply with OCTA yard traffic rules. All drivers must observe posted speed limits (maximum 10 mph) and designated parking areas

2.11. Facility Access and Utilities

Contractor shall coordinate access with OCTA base management. Contractor shall not use OCTA facilities beyond authorization. OCTA shall provide all facilities and utilities to perform the cleaning services. The cleaning shall only be performed in the designated cleaning areas at each of the maintenance bases. The vacuum system at the cleaning stations is to be used for dry vacuum process only. This system will not be used to vacuum water or wet materials.

2.12. Work Hours

Typical work shall be performed between 8:00 p.m. and 5:00 a.m. unless otherwise authorized. Work hours may vary depending on operational needs and coordination with base staff.

Streetcar cleaning services shall be performed after hours and on weekends whenever possible to minimize weekday service disruptions and maintain regular passenger operations.

3. LOCATIONS

Services shall be performed at the following OCTA facilities:

- Santa Ana – 4301 West MacArthur Blvd. Santa Ana, CA 92704
- Garden Grove Base – 11790 Cardinal Circle, Garden Grove, CA 92843
- Irvine Sand Canyon – 14736 Sand Canyon Road, Irvine, CA 92618
- Anaheim – 1717 E. Via Burton, Anaheim, CA 92806
- Irvine Construction Circle – 16281 Construction Circle West, Irvine, CA 92606
- OC Streetcar MSF – 2008 West 5th Street, Santa Ana, CA 92703

4. PEST MANAGEMENT AND PESTICIDE APPLICATION

4.1. General Requirements

Transit buses and streetcars routinely require pest management services, primarily to control cockroach infestations. If other pests such as spiders, fleas, lice, and ants are detected, Contractor shall provide appropriate treatment.

OCTA's pest management program combines the licensed application of pesticides with thorough cleaning and detailing services performed by the Contractor.

All pesticide applications shall be completed prior to each scheduled cleaning in accordance with applicable federal, state, and local regulations. Contractor must hold all licenses and certifications required by the State of California, including those issued by the Department of Pesticide Regulation, Structural Pest Control Board, and Cal-OSHA.

All pesticide and chemical agents used under this contract shall be approved for use by all governing regulatory agencies and reviewed by OCTA's Safety Department prior to use.

4.2. Pesticide Application Procedures

All pesticide applications shall be performed by licensed personnel. Pesticide applications shall occur immediately before each scheduled cleaning to ensure optimal effectiveness and safety.

Chemical Application Notice: Prior to any pesticide application, the Contractor shall complete a Chemical Application Notice as required by the California Code of Regulations, Department of Pesticide Regulation, Structural Pest Control Board, and Cal-OSHA. A copy of this notice shall be presented to the OCTA shift supervisor before work begins. A *posting copy* shall be displayed on the employee bulletin board or another conspicuous area for at least twenty-four (24) hours after application.

4.3. Bait Application

Bait shall be specifically targeted for cockroach control and must contain no volatile organic compounds (VOCs), solvent systems, or odors that could adversely affect passengers or personnel.

- a. Bait shall be applied prior to each basic cleaning, distributed throughout the vehicle in voids, behind panels, under rear seats, and in crevices where cockroaches may thrive.
- b. The bait shall have a minimum effective life span of ninety (90) days in the field.

4.4. Spraying and Fogging

Spraying or fogging shall be performed on an as-needed basis when infestation levels warrant, and always immediately prior to cleaning.

- a. Spraying: Application shall consist of pyrethrin-based pesticide delivered via an aliphatic or chlorinated hydrocarbon carrier. Spraying shall target the following areas: floor-to-side-wall interface, rear floor-to-seat-deck interface, side-wall-to-seat-rail track interface, front floor-to-lower-dash-panel interface, and beneath the rearmost passenger bench seat.
- b. Fogging: Fogging shall follow spraying to stimulate insect movement and encourage contact with treated surfaces. Quantity shall be sufficient to promote insect exposure without residue accumulation.
- c. Safety and Airing Out: During spraying and fogging, buses shall display warning signage on the front windshield and each door to prevent entry. Treated buses shall remain secured for three (3) to four (4) hours after application, followed by a minimum one (1)-hour airing period before occupancy is permitted. After the airing period, signage shall be removed and the bus cleared for cleaning and operational use.
- d. Seasonal Pest Treatment: Between May 1 and September 30, up to thirty (35) buses/ streetcars per week at each location, in addition to regularly scheduled units, shall receive treatment for other pests such as spiders, fleas, lice, and ants. These seasonal treatments are performed in addition to normal baiting applications.

4.5. Product Approval and Safety

All pesticides and chemical agents used under this contract must be approved for use by applicable state and federal regulatory agencies, applied strictly in accordance with manufacturer recommendations and safety data sheets (SDS), and reviewed and accepted by OCTA's Safety Department prior to initial application.

5. SAMPLE VEHICLES

Prior to the commencement of full contract services, Contractor shall perform complete detailed cleaning and pesticide application on one (1) each designated *sample bus* and *streetcar*. The purpose of the sample vehicle is to establish OCTA's performance standard for cleaning and pesticide application quality.

The sample vehicle shall be inspected and approved by the OCTA Project Manager, or designated personnel, prior to authorization for full production cleaning. Any deficiencies identified during inspection shall be corrected promptly at no additional cost to OCTA. Once approved, the sample bus will serve as the benchmark for cleanliness, detailing, and pesticide application performance for the duration of the contract.

6. GENERAL CLEANING AND SAFETY PROVISIONS

Extreme care must be taken and safeguards established to protect all electrical components and systems from water damage during the cleaning process. Under no circumstances shall free-flowing water (such as from water hoses) be allowed in the interior of any bus.

Contractor shall use damp mops and towels only when cleaning interior surfaces. All towels shall be lint-free microfiber type to eliminate lint residue and remnants on all surfaces.

Contractor shall remove graffiti using only approved chemicals. All gum must be removed from floors, behind bench seats, and underneath seats.

On-board signage shall not be removed. Only dust-cleaning of signs is permitted. OCTA books and brochures shall be removed before cleaning and returned once cleaning is completed. Bus books and brochures must not be discarded.

Prior to leaving the base, all standing water and debris must be swept and removed from the bus/streetcar cleaning bays. The cleaning area shall be left in a clean and orderly condition at the end of each shift.

These provisions apply to all vehicle types and all service frequencies described herein.

7. WORK PLAN BY SERVICE FREQUENCY

7.1. Quarterly Services (40-Foot Transit Buses, 60-Foot Articulated Transit Buses, and 90-foot Electric Streetcars)

Perform detailed interior and exterior cleaning and pesticide bait application every three (3) months for all listed vehicle types. Streetcar services shall follow the same general cleaning and pest-control standards as transit buses, with adjustments necessary to accommodate streetcar interior layouts and materials detailed interior and exterior cleaning and pesticide bait application every three (3) months.

Each scheduled streetcar shall be inspected by the Contractor within four (4) hours of completion to ensure that the level of quality meets OCTA standards.

Tasks Include:

- Driver's Area: Clean dash panel, side panels, modesty panels, HVAC grills, farebox, and area behind driver's seat.
- Passenger Area: Clean side panels, ceilings, vents, handrails, window frame, seat frame crossbars, and emergency boxes. Thoroughly brush clean all screws and metal plates within the seats, bench seats, and handrails.

- Seats: Clean all seats including cushions and backs, by brushing, vacuuming and, if required, gum removal and/or scrubbing of spots/stains. OCTA employees will lift rear bench seat to allow Contractor to clean underneath the seat, and over the engine compartment when requested. Contractor will request replacement of damaged seats from OCTA cleaning coordinator, when required.
- Floors, including driver's area, passenger area, wheel housing, and steps: Remove trash, sweep, scrub, and mop; remove gum, yellow stains, and residue.
- Glass: Clean all interior and exterior glass, acrylic, and mirrors; remove exterior water spots from the front windshield, driver's side window, front door upper glass, and mirrors.
- Ramp Area: Open wheelchair ramp, blow out or vacuum debris, and clean with appropriate chemical cleaner.
- Pest Control: Apply bait in voids, under seats, and within panels.
- Finishing: Remove all trash, wipe down surfaces to remove chemical residue, and ensure a bright, clean appearance.

7.2. Semi-Annual Services (30-Foot and Paratransit Buses)

Perform comprehensive interior cleaning and pesticide bait application twice per year.

Where Applicable, tasks Include:

- Driver's Area: Clean dash panel, side panels, modesty panels, HVAC grills, farebox, and area behind driver's seat.
- Passenger Area: Clean side panels, ceilings, vents, handrails, window frame, seat frame crossbars, and emergency boxes. Thoroughly brush clean all screws and metal plates within the seats, bench seats, and handrails.
- Seats: Clean all seats including cushions and backs, by brushing, vacuuming and, if required, gum removal and/or scrubbing of spots/stains. OCTA employees will lift rear bench seat to allow Contractor to clean underneath the seat, and over the engine compartment when requested. Contractor will request replacement of damaged seats from OCTA cleaning coordinator, when required.
- Floors, including driver's area, passenger area, wheel housing, and steps: Remove trash, sweep, scrub, and mop; remove gum, yellow stains, and residue.
- Glass: Clean all interior and exterior glass, acrylic, and mirrors; remove exterior water spots from the front windshield, driver's side window, front door upper glass, and mirrors.
- Ramp Area: Open wheelchair ramp, blow out or vacuum debris, and clean with appropriate chemical cleaner.
- Pest Control: Apply bait in voids, under seats, and within panels.
- Finishing: Remove all trash, wipe down surfaces to remove chemical residue, and ensure a bright, clean appearance.
- Supplemental tasks: Requested tasks which may be required on an as needed basis.

7.3. Annual Services

Perform one (1) annual cleaning and detailing of non-revenue passenger vehicles.

Tasks Include:

- Shampoo seats, belts, carpet; scrub plastic panels.
- Clean all glass and mirrors.
- Wash and wax exterior, buffing as required.
- Clean dash, console, and doors; apply protectant as specified.
- Supplemental tasks: Requested tasks which may be required on an as needed basis.

7.4. As-Needed Services (Supplemental Cleaning Tasks)

Performed as directed by OCTA's Fleet Management with no guaranteed usage.

Tasks may include, but are not limited to, the following:

- a. Exterior Window Cleaning and Sealing
Clean and seal exterior bus windows using *Navajo Pumice* for glass and *Cerium Oxide* for acrylic surfaces. Buff and clean all exterior windows to remove water spotting, mineral deposits, and scale. After thorough cleaning, apply OCTA-reviewed/ approved sealant to protect and maintain finish.
- b. Non-Revenue Passenger Vehicles
Provide complete cleaning and detailing services in accordance with the following:
 - Scrub the entire front dash and plastic sidekick panels in the driver's and passenger's foot area.
 - Scrub all four doors, including the center door beam between front and rear doors.
 - Shampoo front seats, rear back seats, and clean the center console.
 - Shampoo all seat belts.
 - Shampoo the entire interior carpet of the vehicle.
 - Wash exterior of the car and all four tires.
 - Apply protectant (such as Armor-All) to the front dash, center console, and all doors, including center door beams and tires. **Do not apply Armor-All to the steering wheel or steering column.**
 - Wax the exterior of the vehicle with approved car wax; buffing is preferred.
- c. Spraying or fogging pesticide applications for roaches, fleas, or other infestations.
- d. Increase in pest control during summer months to manage seasonal pest activity.
- e. Targeted re-cleaning or special detailing of specific vehicles as requested.

8. PERFORMANCE EXPECTATIONS

OCTA considers standard cleaning performance to be satisfactory; however, detailing services must reflect greater thoroughness and attention to detail.

Areas for Improvement Emphasis:

- Cleaning behind and beneath seats, and under seat frame crossbars.
- Consistent cleaning of modesty panels and HVAC grills.
- Thorough glass spot removal and inspection for clarity in high-glare areas.
- Enhanced pest control during summer months to manage roaches and fleas.

OCTA reserves the right to provide feedback and require corrective action when detailing performance falls below expected standards.

9. WORK RULES

- Check-In Procedure: Contractor shall report to the maintenance supervisor upon arrival and departure.
- Safety & PPE Requirements: All workers shall wear required personal protective equipment.
- Vehicle Use: Contractor vehicles shall observe OCTA traffic and parking rules; maximum yard speed is 10 mph.
- Electronic Devices: Cell phone and radio use are not permitted while operating any vehicle or equipment within OCTA facilities or while walking through any base lot.
- Housekeeping: Work areas shall be left clean and free of debris upon completion of each shift.

10. ACCEPTANCE AND INSPECTION

Each completed service shall be inspected by OCTA's designated fleet supervisor. Any vehicle or area not meeting cleanliness or pest management standards shall be re-cleaned or re-treated promptly at no additional cost to OCTA.

PRICE SUMMARY SHEET

Enter below the firm-fixed, fully-burdened rates, to include all direct costs, indirect costs, including all labor, supplies, and profits to provide the services as described in Exhibit A, Scope of Work. Pricing provided shall take into consideration any and all changes to minimum wage during the initial term and option terms of the contract. Prices quoted shall remain firm for the terms indicated. Contractors must provide pricing for all line items for the five (5) years, failure to provide pricing for all years shall result in a non-responsive proposal. Estimated quantities are for evaluation purposes only and does not guarantee any maximum or minimum usage.

Initial Term: Three (3)-Years Effective May 1, 2026 Through April 30, 2029

Option Term: Two (2)-Years Effective May 1, 2029 Through April 30, 2031

****Enter pricing data in white boxes only, blue boxes self-calculate****

Bus Cleaning and Baiting Services

Item	Description	Est. Qty Per Year	Year 1 Pricing: 05/01/26 - 04/30/27 Price per Each Bus	Extended Pricing Year One	Year 2 Pricing: 05/01/27 - 04/30/28 Price per Each Bus	Extended Pricing Year Two	Year 3 Pricing: 05/01/28 - 04/30/29 Price per Each Bus	Extended Pricing Year Three	Option Term Year 1 Pricing: 05/01/29 - 04/30/30 Price per Each Bus	Extended Pricing Option Term Year One	Option Term Year 2 Pricing: 05/01/30 - 04/30/31 Price per Each Bus	Extended Pricing Option Term Year Two
60-foot Transit Buses (approx. 36 buses)												
1	Quarterly Cleaning Tasks	4		\$ -		\$ -		\$ -		\$ -		\$ -
2	Quarterly Pesticide/ Bait Application	4		\$ -		\$ -		\$ -		\$ -		\$ -
3	Spraying and Fogging	1		\$ -		\$ -		\$ -		\$ -		\$ -
4	Detail Bus Interior Cleaning following Spraying and Fogging	1		\$ -		\$ -		\$ -		\$ -		\$ -
Subtotal per Year			\$ -		\$ -		\$ -		\$ -		\$ -	
Total for 36 Buses			\$ -		\$ -		\$ -		\$ -		\$ -	
40-foot Transit Buses (approx. 492 buses)												
5	Quarterly Cleaning Tasks	4		\$ -		\$ -		\$ -		\$ -		\$ -
6	Quarterly Pesticide/ Bait Application	4		\$ -		\$ -		\$ -		\$ -		\$ -
7	Spraying and Fogging	1		\$ -		\$ -		\$ -		\$ -		\$ -
8	Detail Bus Interior Cleaning following Spraying and Fogging	1		\$ -		\$ -		\$ -		\$ -		\$ -
Subtotal per Year			\$ -		\$ -		\$ -		\$ -		\$ -	
Total for 492 Buses			\$ -		\$ -		\$ -		\$ -		\$ -	
30-foot Transit Buses (approx. 12 buses)												
9	Semi-Annual Cleaning Tasks	2		\$ -		\$ -		\$ -		\$ -		\$ -
10	Semi-Annual Pesticide/ Bait Application	2		\$ -		\$ -		\$ -		\$ -		\$ -
11	Spraying and Fogging	1		\$ -		\$ -		\$ -		\$ -		\$ -
12	Detail Bus Interior Cleaning following Spraying and Fogging	1		\$ -		\$ -		\$ -		\$ -		\$ -
Subtotal per Year			\$ -		\$ -		\$ -		\$ -		\$ -	
Total for 12 Buses			\$ -		\$ -		\$ -		\$ -		\$ -	
Paratransit buses (approx. 246 23-Foot & approx. 4 20-Foot Buses)												
13	Semi-Annual Cleaning Tasks	2		\$ -		\$ -		\$ -		\$ -		\$ -
14	Semi-Annual Pesticide/ Bait Application	2		\$ -		\$ -		\$ -		\$ -		\$ -
15	Spraying and Fogging	1		\$ -		\$ -		\$ -		\$ -		\$ -
16	Detail Bus Interior Cleaning following Spraying and Fogging	1		\$ -		\$ -		\$ -		\$ -		\$ -
Subtotal per Year			\$ -		\$ -		\$ -		\$ -		\$ -	
Total for 250 Buses			\$ -		\$ -		\$ -		\$ -		\$ -	
90-foot Streetcars (approx. 8 cars)												
17	Quarterly Cleaning Tasks	4		\$ -		\$ -		\$ -		\$ -		\$ -
18	Quarterly Pesticide/ Bait Application	4		\$ -		\$ -		\$ -		\$ -		\$ -
19	Spraying and Fogging	1		\$ -		\$ -		\$ -		\$ -		\$ -
20	Detail Bus Interior Cleaning following Spraying and Fogging	1		\$ -		\$ -		\$ -		\$ -		\$ -
Subtotal per Year			\$ -		\$ -		\$ -		\$ -		\$ -	
Total for 8 Streetcars			\$ -		\$ -		\$ -		\$ -		\$ -	
Supplemental Cleaning Tasks												
21	Window Cleaning and Sealing - 60-foot buses	36		\$ -		\$ -		\$ -		\$ -		\$ -
22	Window Cleaning and Sealing - 40-foot buses	100		\$ -		\$ -		\$ -		\$ -		\$ -
23	Window Cleaning and Sealing - 30-foot buses	12		\$ -		\$ -		\$ -		\$ -		\$ -
24	Window Cleaning and Sealing - 20 & 23-foot buses	70		\$ -		\$ -		\$ -		\$ -		\$ -
25	Window Cleaning and Sealing - 90-foot streetcars	8		\$ -		\$ -		\$ -		\$ -		\$ -
26	Annual Non-Revenue Passenger Vehicle Cleaning	60		\$ -		\$ -		\$ -		\$ -		\$ -
Subtotal per Year			\$ -		\$ -		\$ -		\$ -		\$ -	

Total for 3-Year Initial Term

\$ -

Total for 2-year Option Term

\$ -

GRAND TOTAL

\$ -

PRICE SUMMARY SHEET

FIRM ACKNOWLEDGMENT:

The undersigned, upon acceptance, agrees to provide the service in accordance with the terms, conditions, and requirements as contained in RFP 250080 and the supporting documents for all prices proposed.

1. I acknowledge receipt of RFP 250080 and Addenda No.(s) ☐ _____.
2. This offer shall remain firm for _____ days from the date of proposal.
(Minimum of 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

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PROPOSED AGREEMENT NO. 250080

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

TBD

THIS AGREEMENT is effective as of this _____ day of _____, 2026 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, CA 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), 550 South Main Street, P.O. Box 14184, Orange, CA 92863-1584 and _____ (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONTRACTOR to provide Detail Bus and Streetcar Cleaning and Pesticide Application Services; and

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

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

WHEREAS, CONTRACTOR wishes to perform these services; and

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

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of this Agreement between AUTHORITY and CONTRACTOR and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part

EXHIBIT C

1 of any term or condition of this Agreement shall not affect the validity of other terms or
2 conditions.

- 3 B. AUTHORITY's failure to insist in any one or more instances upon CONTRACTOR's
4 performance of any terms or conditions of this Agreement shall not be construed as a waiver
5 or relinquishment of AUTHORITY's right to such performance or to future performance of such
6 terms or conditions and CONTRACTOR's obligation in respect thereto shall continue in full
7 force and effect. Changes to any portion of this Agreement shall not be binding upon
8 AUTHORITY except when specifically confirmed in writing by an authorized representative of
9 AUTHORITY by way of a written amendment to this Agreement and issued in accordance with
10 the provisions of this Agreement.

ARTICLE 2. AUTHORITY DESIGNEE

11 The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act for and
12 exercise any of the rights of AUTHORITY as set forth in this Agreement.
13

ARTICLE 3. SCOPE OF WORK

- 14 A. CONTRACTOR shall perform the work necessary to complete in a manner satisfactory to
15 AUTHORITY the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by
16 this reference, incorporated in and made a part of this Agreement. All services shall be
17 provided at the times and places designated by AUTHORITY.
18
19 B. CONTRACTOR shall provide the personnel listed below to perform the above-specified
20 services, which persons are hereby designated as key personnel under this Agreement.

Names / Functions

EXHIBIT C

1 C. No person named in paragraph B of this Article, or his/her successor approved by
2 AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon
3 function or level of commitment hereunder be changed, without the prior written consent
4 of AUTHORITY.

5 D. Should the services of any key person become no longer available to CONTRACTOR, the
6 resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for
7 approval as soon as possible, but in no event later than seven (7) calendar days prior to the
8 departure of the incumbent key person, unless CONTRACTOR is not provided with prior notice
9 by the departing employee. AUTHORITY shall respond to CONTRACTOR within seven (7)
10 calendar days following receipt of these qualifications concerning acceptance of the candidate
11 for replacement.

ARTICLE 4. TERM OF AGREEMENT

12 This Agreement shall commence upon the effective date of this Agreement, and shall continue in full
13 force and effect through April 30, 2028, unless earlier terminated or extended as provided in this
14 Agreement.
15

16 A. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for an
17 additional two (2) years commencing _____, 20__, and continuing through _____,
18 20__ ("Option Term"), and thereupon require CONTRACTOR to continue to provide services,
19 and otherwise perform, in accordance with Exhibit A and at the amounts or rates set forth in
20 Article 5, "Payment."

21 C. AUTHORITY's election to extend this Agreement beyond the Initial Term shall not diminish its
22 right to terminate the Agreement for AUTHORITY's convenience or CONTRACTOR's default
23 as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the
24 period extending from commencement through _____, 20__, which period encompasses
25 the Initial Term, and Option Term.
26

ARTICLE 5. PAYMENT

- A. For CONTRACTOR's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provisions set forth in Article 6, AUTHORITY shall pay CONTRACTOR on a Time and Expense basis in accordance with the following provisions.
- B. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONTRACTOR. Work completed shall be documented in a monthly progress report prepared by CONTRACTOR, which shall accompany each invoice submitted by CONTRACTOR. AUTHORITY shall pay CONTRACTOR at the firm-fixed rates specified in Exhibit B, entitled "Price Summary Sheet," which is attached to and by this reference, incorporated in and made a part of this Agreement. These rates shall remain fixed for the term of this Agreement and are acknowledged to include CONTRACTOR's overhead costs, general costs, administrative costs and profit. CONTRACTOR 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 CONTRACTOR has documented to AUTHORITY's satisfaction, that CONTRACTOR has fully completed all work required. AUTHORITY's payment in full shall constitute AUTHORITY's final acceptance of CONTRACTOR'S work.
- C. Invoices shall be submitted by CONTRACTOR on a monthly basis and shall be submitted in duplicate to AUTHORITY's Accounts Payable office. CONTRACTOR may also submit invoices electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net. Each invoice shall be accompanied by the monthly progress report specified in paragraph B 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. 250080;
 2. Specify the effort for which the payment is being requested;

EXHIBIT C

3. The time period covered by the invoice;
4. Labor (staff name, hours charged, hourly billing rate, current charges, and cumulative charges) performed during the billing period;
5. Total monthly invoice (including project-to-date cumulative invoice amount);
6. Itemized expenses including support documentation incurred during the billing period;
7. Monthly Progress Report;
8. Certification signed by the CONTRACTOR or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to 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 CONTRACTOR intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.
9. Any other information as agreed or requested by AUTHORITY to substantiate the validity of an invoice.

ARTICLE 6. MAXIMUM OBLIGATION

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

ARTICLE 7. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices

EXHIBIT C

1 in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and
2 addressed as follows:

3 To CONTRACTOR:

To AUTHORITY:

4
5 TBD

Orange County Transportation Authority

6 550 South Main Street

7 P.O. Box 14184

8 Orange, CA 92863-1584

9 ATTENTION:

10 Name:

11 Title:

12 Phone:

13 Email:

14
15 **ARTICLE 8. INDEPENDENT CONTRACTOR**

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

24 B. Should CONTRACTOR's personnel or a state or federal agency allege claims against
25 AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said
26

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

3 **ARTICLE 9. INSURANCE**

4 A. CONTRACTOR shall procure and maintain insurance coverage in full force and effect during
5 the entire term of the Agreement. Coverage shall be full coverage and not subject to self-
6 insurance provisions. CONTRACTOR shall provide the following insurance coverage:

- 7 1. Commercial General Liability, to include Products/Completed Operations, Independent
8 Contractors', Contractual Liability, Advertising (if applicable to Scope of Work) and
9 Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per
10 occurrence, \$2,000,000 general aggregate and \$2,000,000 Products/Completed
11 Operations aggregate;
- 12 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a
13 combined single limit of \$1,000,000 for each accident;
- 14 3. Workers' Compensation with limits as required by the State of California including a Waiver
15 of Subrogation in favor of AUTHORITY, its officers, directors and employees; and
- 16 4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy
17 limit-disease, and \$1,000,000 policy limit employee-disease.
- 18 5. Professional Liability with minimum limits of \$1,000,000 only if the CONTRACTOR is
19 required by contract or law to be licensed or specially certified and AUTHORITY is relying
20 on performance based on that specialty license or certification.
- 21 6. Pollution Legal Liability with minimum limits of \$1,000,000 per loss with a \$2,000,000.00
22 annual aggregate for disposal at non-hazardous treatment, storage and disposal facilities
23 or confirm that the Commercial General Liability policy includes an endorsement deleting
24 the total pollution exclusion for pesticide/herbicide application.

25 B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy blanket
26 additional insured endorsement, designating the AUTHORITY, its officers, directors and

EXHIBIT C

employees as additional insureds on general liability and automobile liability, as required by Agreement. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of the Agreement and prior to commencement of any work. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies or review all related insurance policies, in response to a related loss.

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

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

E. CONTRACTOR shall submit required insurance certificates to AUTHORITY's insurance tracking contractor, InsureTrack. CONTRACTOR shall respond directly to InsureTrack's request for updated insurance certificates and other insurance-related matters by email to octa@instracking.com.

F. CONTRACTOR shall include on the face of the certificate of insurance, the following information:

1. The Agreement Number 250080 and, the Senior Contract Administrator's Name, Ellis Hoskin.
2. For Certificate Holder: The Orange County Transportation Authority, its officers, directors, employers and agents, c/o InsureTrack, P.O. Box 60840 Las Vegas, NV 89160.

ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 250080 ; (3)

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

3 **ARTICLE 11. CHANGES**

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

13 B. CONTRACTOR shall only commence work covered by an amendment after the amendment
14 is executed by AUTHORITY.

15 **ARTICLE 12. DISPUTES**

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

22 B. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the
23 performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
24 CAMP. Nothing in this Agreement, however, shall be construed as making final the decision
25 of any AUTHORITY official or representative on a question of law, which questions shall be
26 settled in accordance with the laws of the State of California.

ARTICLE 13. TERMINATION

A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part, by giving CONTRACTOR written notice thereof. Upon said notice, AUTHORITY shall pay CONTRACTOR its allowable costs incurred to date of termination and those allowable costs determined by AUTHORITY to be reasonably necessary to effect such termination.

Thereafter, CONTRACTOR shall have no further claims against AUTHORITY under this Agreement.

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

ARTICLE 14. INDEMNIFICATION

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

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

B. If CONTRACTOR wishes to subcontract any of the work described in Exhibit B, AUTHORITY must be given prior notification and must consent to CONTRACTOR's subcontracting portions of the Scope of Work to the requested subconsultant(s). If AUTHORITY approves of the subconsultant, CONTRACTOR shall include in the subcontract agreement the stipulation that CONTRACTOR, not AUTHORITY, is solely responsible for payment to the subconsultant for the amounts owing and that the subconsultant shall have no claim, and shall take no action, against AUTHORITY, its officers, directors, employees or sureties for nonpayment by CONTRACTOR.

Subcontractor Name

Addresses

Function

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 17. CONFLICT OF INTEREST

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

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

ARTICLE 18. CODE OF CONDUCT

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

ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES

CONTRACTOR and all 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

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

ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 22. PROHIBITED INTERESTS

- A. CONTRACTOR covenants that, for the term of this Agreement, no director, member, officer or employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. No member of or delegate to, the Congress of the United States shall have any interest, direct or indirect, in this Agreement or to the benefits thereof.

ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS

- A. The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made for CONTRACTOR's records but shall not be furnished to others without written authorization from AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by AUTHORITY.
- B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONTRACTOR in connection with

1 the performance of this Agreement shall not, without prior written approval of AUTHORITY, be
2 used for any purposes other than the performance under this Agreement, nor be disclosed to
3 an entity not connected with the performance of the project. CONTRACTOR shall comply with
4 AUTHORITY's policies regarding such material. Nothing furnished to CONTRACTOR, which
5 is otherwise known to CONTRACTOR or is or becomes generally known to the related industry
6 shall be deemed confidential. CONTRACTOR shall not use AUTHORITY's name,
7 photographs of the project, or any other publicity pertaining to the project in any professional
8 publication, magazine, trade paper, newspaper, seminar or other medium without the express
9 written consent of AUTHORITY.

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

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

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

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

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

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

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

- 23 B. It is expressly understood that any title to preliminary technical data is not passed to
24 AUTHORITY but is retained by CONTRACTOR. Preliminary data includes roughs,
25 visualizations, software design documents, layouts and comprehensives prepared by
26 CONTRACTOR solely for the purpose of demonstrating an idea or message for AUTHORITY's

1 acceptance before approval is given for preparation of finished artwork. Preliminary data title
2 and right thereto shall be made available to AUTHORITY if CONTRACTOR causes
3 AUTHORITY to exercise Article 11, and a price shall be negotiated for all preliminary data.

4 **ARTICLE 26. HEALTH AND SAFETY REQUIREMENTS**

5 CONTRACTOR shall comply with all the requirements set forth in Exhibit ____, titled "Level 2 SAFETY
6 SPECIFICATIONS." As used therein, "Contractor" shall mean "Consultant," and "Subcontractor" shall
7 mean "Sub-consultant."

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

9 CONTRACTOR shall not make, participate in making, or use its position to influence any governmental
10 decisions as defined by the Political Reform Act, Government Code section 8100 et seq., and the
11 implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq.
12 CONTRACTOR's personnel performing services under this Agreement shall not authorize or direct
13 any actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or
14 enter into any contractual agreement on behalf of AUTHORITY. In addition, CONTRACTOR's
15 personnel shall not provide information, an opinion, or a recommendation for the purpose of affecting
16 a decision without significant intervening substantive review by AUTHORITY personnel, counsel, and
17 management.

18 **ARTICLE 28. FORCE MAJEURE**

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

26 /

1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. 250080 to be
2 executed as of the date of the last signature below.

3 CONSULTANT

ORANGE COUNTY TRANSPORTATION
AUTHORITY

5 _____
6 **SIGNATURE**

DARRELL E. JOHNSON,
CHIEF EXECUTIVE OFFICER

8 _____
9 **DATE SIGNED**

DATE SIGNED

10 APPROVED AS TO FORM:

11 _____
12 **JAMES M. DONICH,**
13 **GENERAL COUNSEL**

14 _____
15 **DATE SIGNED**

16 APPROVED:

17 _____
18 **JOHNNY DUNNING JR.,**
19 **CHIEF OPERATING OFFICER**

20 _____
21 **DATE SIGNED**

LEVEL 2 STANDARD HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC), requirements of this safety specification, project site requirements, and bus yard safety rules as well as all federal, state, and local regulations pertaining to scope of work 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 reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

C. INJURY AND 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.

D. 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.

E. HAZARD COMMUNICATION PROGRAM

- 1. 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 products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- 2. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

F. STORM WATER POLLUTION PREVENTION PLAN

1. 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.

G. DESIGNATED HEALTH, SAFETY, ENVIRONMENTAL (HSE) REPRESENTATIVE

1. 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.
2. 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, and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.
3. The Contractor's HSE Representative is subject to acceptance by the Authority Project Manager, and the HSEC Department. All contact information of the HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager, upon request, within 72 hours.
4. The Contractor's HSE Representative shall hold a current certification from the Board of Certified Safety Professionals (BCSP) and have five years of demonstrated construction/scope experience enforcing HSE compliance on construction, industrial or similar project scopes. The designated HSE Representative shall participate in any required HSE related submittals. The Authority reserves the right to allow for an exception and to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.
5. Competent Individual means an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and/or property, and who has authorization to take prompt corrective measures to eliminate them.
6. Qualified Individual means an individual who by possession of a recognized degree, certificate, certification or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the Project.

H. SCOPE PLANNING

Prior to any scope work activity or task, the Contractor shall evaluate the hazards of the scope of work and the work environment to ensure proper control measures are identified for employee public and property protection measures to prevent incidents. This evaluation shall be implemented by developing a written site specific Job Hazard Analysis (JHA) or similar tool designed for planning the work to prevent incidents. The plan shall be provided to the Authority's Project Manager, upon request, within 72 hours.

I. ORIENTATION

1. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation at a minimum shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 or 3 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.
2. Copies of orientation documents shall be provided to the Authority Project Manager within 72 hours upon request.

J. TRAFFIC & PARKING

The Contractor shall ensure that all Contractor vehicles, including those of their subcontractors, suppliers, vendors and employees are parked in designated parking areas, personal vehicles shall be parked in the employee parking lot, work vehicles required in the maintenance area of a bus base shall be identified by company name and/or logo, covered by the company insurance, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots. Vehicles without appropriate company name and logo are considered personal vehicles and not allowed in the maintenance area of the bus base.

K. GENERAL PROVISIONS

1. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.
2. The Contractor shall immediately notify the Authority's Project Manager whenever local, state or federal regulatory agency personnel are identified as being onsite.

3. The Authority HSEC 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 pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
4. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its subcontractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.
5. The Contractor shall instruct all its employees, and all associated subcontractors under contract with the Contractor who work on Authority property in the recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.
6. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, and each Contractor is encouraged to exceed minimum requirements. When the Contractor safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of the public and workers.

1.2 ENVIRONMENTAL REQUIREMENTS

- A. The Contractor shall comply with Federal, State, county, municipal, and other local laws and regulations pertaining to the environment, including noise, aesthetics, air quality, water quality, contaminated soils, hazardous waste, storm water, and resources of archaeological significance. Expense of compliance with these laws and regulations is considered included in the agreement. Contractor shall provide water used for dust control, or for pre-wetting areas to be paved, as required; no payment will be made by OCTA for this water.
- B. The Contractor shall prevent pollution of storm drains, rivers, streams, irrigation ditches, and reservoirs with sediment or other harmful materials. Fuels, oils, bitumen, calcium chloride, cement, or other contaminants that would contribute to water pollution shall not be dumped into or placed where they will leach into storm drains, rivers, streams, irrigation ditches, or reservoirs. If operating equipment in streambeds or in and around open waters, protect the quality of ground water, wetlands, and surface waters.
- C. The Contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the duration of the contract. Contractor shall comply with applicable NPDES permits and Storm Water Pollution Prevention Plan (SWPPP) requirements.

- D. Contractor shall comply with all applicable EPA, Cal EPA, Cal Recycle, DTSC, SCAQMD, local, state, county and city standards, rules and regulations for hazardous and special waste handling, recycling and/ disposal. At a minimum, Contractor shall ensure compliance where applicable with SCAQMD Rule 1166, CCR Title 8, Section 5192, 29 CFR Subpart 1910.120, 49 CFR Part 172, Subpart H, 40 CFR Subpart 265.16 and CCR Title 22 Section 6625.16. Contractor shall provide OCTA a schedule of all hazardous waste and special or industrial waste disposal dates in advance of transport date. Only authorized OCTA personnel shall sign manifests for OCTA generated wastes. Contractor shall ensure that only current registered transporters are used for disposal of hazardous waste and industrial wastes. The Contractor shall obtain approval from OCTA for the disposal site locations in advance of scheduled transport date.

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 property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Investigative photos of the existing conditions and area around the injury/incident scene, 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 PERSONAL PROTECTIVE EQUIPMENT

Contractors, and all associated subcontractors, vendors and suppliers are required to provide their own personal protective equipment (PPE), including eye, head, foot, and hand protection, respirators, reflective safety vests, and all other PPE required to perform their work safely on Authority projects.

1.5 LANGUAGE REQUIREMENTS

The Contractor for safety reasons shall ensure employees that do not read, or understand English, shall have a bilingual supervisor or foreman when on the Authority property or projects.

1.6 WARNING SIGNS AND DEVICES

The Contractor shall provide signs, signals, and/or warning devices to be visible when and where a hazard exists. Signs, signals, and/or warning devices shall be removed when the hazard no longer exists.

1.7 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. Board of Certified Safety Professionals (BCSP)
- F. OCTA Yard Safety Rules

END OF SECTION