

REQUEST FOR PROPOSALS (RFP) 2-2933

SALESFORCE CLOUD FACILITATOR



ORANGE COUNTY TRANSPORTATION AUTHORITY

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

Key RFP Dates

| | |
|---------------------------------|--------------------------|
| Issue Date: | December 2, 2022 |
| Question Submittal Date: | December 13, 2022 |
| Proposal Submittal Date: | December 27, 2022 |
| Interview Date: | January 17, 2023 |

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December 2, 2022

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP: 2-2933: "SALESFORCE CLOUD FACILITATOR"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide Salesforce Cloud Facilitator services. The budget for this project is \$175,000 for a one (1)-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 following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of 2:00 p.m. on December 27, 2022. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.

Offerors are instructed to click the upload link, select "**RFP 2-2933**" from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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 CAMM NET at <https://cammnet.octa.net>.

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

To receive all further information regarding this RFP 2-2933, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Computer: Hardware &
Software

Professional Consulting
Professional Services

Commodity:

Business Software
Computer: Hardware &
Software
Database Software
Enterprise Software - General
Software Development Tool
Software
Computer Software Consulting
Software Maintenance /
Support

The Authority has established January 17, 2023, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. 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.

B. 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.

C. AUTHORITY CONTACT

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

Gina Torres, Contract Administrator
Contracts Administration and Materials Management Department
Email: gtorres@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.

D. CLARIFICATIONS**1. Examination of Documents**

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

2. Submitting Requests

- a. All questions must be put in writing and received via e-mail at gtorres@octa.net no later than 2:00 p.m., on December 13, 2022.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 2-2933" in the subject line of the e-mail. The Authority is not responsible for failure to respond to a request that has not been labeled as such.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than December 15, 2022. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

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

Category:

Computer: Hardware &
Software

Professional Consulting
Professional Services

Commodity:

Business Software
Computer: Hardware &
Software
Database Software
Enterprise Software - General
Software Development Tool
Software
Computer Software Consulting
Software Maintenance /
Support

Inquiries received after 2:00 p.m. on December 13, 2022 will not be responded to.

E. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on December 27, 2022. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select “**RFP 2-2933**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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.

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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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 one (1)-year initial term and two (2), one (1)-year option terms.

K. 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.

L. 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.

M. 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 6250 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 a Offeror for the disclosure of any materials or information submitted in response to the RFP or by failing to notify a 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 will 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.

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

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

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

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing

capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

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

b. Proposed Staffing and Project Organization

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

Offeror to:

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

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the work specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the work and specify who would perform them.
- (3) Furnish a project schedule for completing the tasks in terms of elapsed weeks.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.

- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

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

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

4. Cost and Price Proposal

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

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a time

and expense-price contract specifying fully burdened labor rates and anticipated expenses to complete the Scope of Work.

5. Appendices

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

B. FORMS

1. Status of Past and Present Contracts Form

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

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

2. Proposal Exceptions and/or Deviations Form

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

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

- 1. Qualifications of the Firm 30%**

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

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

 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Cost and Price 20%**

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

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established January 17, 2023, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion.

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

At the conclusion of the proposal evaluations, 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 Authority's management, 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.

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 CAMM NET of the contract award. Such notification shall be made within three (3) business days of the date the contract is awarded.

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

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK
SALESFORCE CLOUD FACILITATOR

Scope of Work Contents

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OVERVIEW

1. Project Overview

The Orange County Transportation Authority (AUTHORITY) seeks professional implementation services for the initial configuration, workflows and approvals, reports, integrations with other AUTHORITY applications, data migration (7 years), User Acceptance Testing (UAT), testing and support, training for admins and end-users, and deployment of a customer relationship management / case management (CRM) system using Salesforce Service Cloud. Software licensing has already been secured. CONSULTANT shall support the design and deployment of the CRM as AUTHORITY replaces its existing Customer Relations CRM system with Salesforce Service Cloud.

2. Agency Overview

Since its formation in 1991, the AUTHORITY has kept residents and commuters moving throughout the thirty-four (34) cities and unincorporated areas of Orange County. AUTHORITY's responsibilities, programs and services impact every aspect of transportation within the state's third largest county.

AUTHORITY keeps people moving by reducing freeway congestion, improving safety and efficiency on our local roads, providing bus service and regional multimodal connections, helping people find ways to leave their cars home, and providing safe, convenient transportation to those with special needs.

The AUTHORITY typically operates fifty (50) fixed-route bus lines, with average weekday boardings of approximately 61,000 in calendar year 2021 during COVID-19, and approximately 118,000 average weekday boardings in calendar year 2019 prior to the pandemic. AUTHORITY provides bus service information to the public through AUTHORITY's website, various digital communications, the online and printed bus schedule information, and the Customer Information Center (CIC).

3. Customer Engagement Section Overview

AUTHORITY's Customer Engagement and Data Analytics (Customer Engagement) section receives and records customer complaints, comments, and compliments related to contracted and directly operated fixed-route bus service, OC ACCESS operations, 91 Express Lanes Toll Road, Freeway Service Patrol, and all other services and programs provided by AUTHORITY.

As part of its customer relations role, the Customer Engagement section is responsible for capturing public and customer comments through phone calls, emails, social media comments and other channels. Comments are recorded within a Customer Relations CRM system to provide a record of the comment and to manage the official response to the comment. The section is also responsible for the oversight and management of the Customer Information Center (CIC), a contracted call center that handles most incoming customer calls and data entry into the Customer Relations CRM.

The Customer Engagement section manages the existing CRM system, “Comments, Compliments, and Complaints” known as C3, which is an AUTHORITY developed application. In coordination with staff from AUTHORITY’s Information Systems department, Customer Engagement will be managing the CONSULTANT and is responsible for the implementation of a new CRM system using Salesforce Service Cloud.

4. Customer Information Center (CIC) Overview

The CIC receives and records customer complaints, comments, and compliments related to contracted and directly operated fixed-route bus service, ACCESS operations, 91 Express Lanes Toll Road, Freeway Service Patrol, and all other services and programs provided by AUTHORITY. AUTHORITY has contracted with an external firm to operate its CIC since 1995.

The CIC utilizes automated telephone information system technology which allows customers to select options for recorded information or speak with a representative in English or Spanish. The CIC provides a language translation service to communicate information between a customer and the representative in any language needed and is also able to respond to customers who are hearing impaired. Currently, the CIC operates seven (7) days a week, 365 days per year.

The CIC assists customers with trip itineraries and other transit information, processing pass sales orders, answering questions regarding the AUTHORITY Reduced Fare Identification program (RFID), and pass sales orders by phone. In 2019, the CIC began answering calls to the AUTHORITY Administrative offices and call routing, along with taking Lost & Found inquiries.

Individuals who have lost an item onboard one of AUTHORITY’s transit services are connected directly to a CIC agent who takes a lost item description and customer contact information by use by Lost & Found staff.

Callers to the AUTHORITY Administrative offices are directed to the CIC, who serve as operators and to route calls to the most appropriate staff.

AUTHORITY has several current and planned projects, including new transit modes, that will be supported by the CIC. The OC Streetcar, which is currently under construction, will

be a modern streetcar operating along a 4.17-mile alignment within the cities of Santa Ana and Garden Grove, with construction expected to be completed in 2024. Customer transit information, trip planning calls, and customer service contacts are anticipated to increase once the service is in operation.

5. Customer Comment Channels

Customer calls to the CIC are divided into informational calls and customer relations call queues based on their telephone tree selections. By volume, the majority of both informational and customer relations calls are related to OC Bus. Informational calls are completed by directly providing the relevant information to the customer such as bus scheduling, arrival time, or trip planning assistance. CIC agents use a variety of provided resources and software tools during these calls, but they are not currently entered into the Customer Relations CRM.

Customer relations calls include gathering the caller's name and contact information and a summary of their comment, complaint, or compliment regarding AUTHORITY's projects and programs. The CIC agent enters information from the call directly into the Customer Relations CRM. Information is entered into the Customer Relations CRM in English.

In addition to calls to the Customer Information Center, customers are also able to provide comments by phone call or email to Customer Engagement staff or an online web comment form located under "Contact Us" on AUTHORITY.net at <https://AUTHORITY.net/About-AUTHORITY/Who-We-Are/Contact-Us/Customer-Comment-Form/>.

Customer Engagement staff also directly enter comments received by postal mail, public comments for AUTHORITY meetings, walk-in customer service, and AUTHORITY social media channels. While social media comments are currently "manually added" to the Customer Relations CRM, AUTHORITY intends to connect the Salesforce Service Cloud to AUTHORITY's social media management platform – currently provided by Sprinklr.

In order to improve customer service and speed of answer of customer relations comments, it is planned that CIC agents will be able to respond to customer comments from multiple channels (beyond incoming phone calls) using Salesforce Service Cloud to address comments that do not require investigation prior to a customer response. All comments received will continue to be entered into the Customer Relations CRM and investigated, as directed by AUTHORITY.

Additional customer communication channels are anticipated to be added in the future as part of a separate project, including Short Message Service (SMS) and web-based online chat, which would be added to Salesforce Service Cloud at that time.

6. Customer Comment Workflow / Escalation

The following pages discuss the required data collected during a call using images of the existing Customer Relations CRM system. A similar process occurs for other comment channels.

Online customer comments from the online customer comment form are directly imported into the Customer Relations CRM (see Appendix for images of Online Customer Comment Form).

Other electronically received comments (email, social media) have the original communication attached to the comment record and entered into the “customer comment” text field.

Customer Relations Call Process

During the customer comment call, the CIC agents provides answers and responds to inquiries regarding the AUTHORITY’s services and programs or gathers required information from callers requesting to file a comment, compliment, or complaint regarding AUTHORITY services.

The representative utilizes the Customer Relations CRM system to input all required data, accurately describing the situation as explained by the caller. Post-call processing includes, but is not limited to identifying the appropriate comment code, vehicle and driver look-up, verifying and editing all information as necessary, releasing the comment for system-automated distribution, etc. On occasion, the representative will be required to email or call an AUTHORITY designated Customer Relations staff member for further follow-up or resolution, or to handle escalated calls that cannot be resolved by CIC agents.

Approximately ninety-five percent (95%) of the calls require additional post-processing time after the call has been disconnected.

Customer Comment Screens from Existing Customer Relations CRM (C3)

The initial data collected is the contact information for the customer. Not all fields are always provided by the customer and some customers prefer to remain anonymous.

File

Record Status

Utilities

Caller History

Cancel

Save and Close

Request for Review

Email Comment

Print Comment

Assign Letter Writer

Comment Report

Menu Items

C3 - Main

New C3 Comment

Hold

Pre-Save

Entered

Entered By

Status

3/6/2022

rmaloney

Preliminary

Information

Comment Info

Route Info

Correspondence

Received Mode

Received

Time

Group

Phone

3/6/2022

5:25 PM

1

Sex

First Name

Last Name

Address

Validate

City

ZIP Code

State

Phone

Ext

Email

Rider Type

The following screen provides the “Customer’s Comment” text box. This field reflects the comment as directly received by the customer. In the case of phone calls or CIC calls, this field is used to capture the comment as reported by the caller.

The action taken field is used as an internal field to reflect any actions taken on the call, including a preliminary response to the customer or follow-up actions taken.

File **Record Status** **Utilities**

Caller Cancel Save and Request Email Print Assign Comment
History and Close Close for Review Comment Comment Letter Writer Report

Menu Items

C3 - Main New C3 Comment

Hold

| Pre-Save | Entered | Entered By | Status |
|----------|----------|------------|-------------|
| | 3/6/2022 | rmaloney | Preliminary |

Information **Comment Info** Route Info Correspondence

Customer's Comment

Action Taken

Standard Verbage

CR Action Notes 91 Express Lanes Customer Information Freeway Services Patrol ACCESS Fixed Route

The following screen captures the reported time and date of the incident. Additionally, information to identify the OC Bus service, route, vehicle, and driver is gathered on this screen.

Several links to service tools are included on this screen to help identify the correct vehicle using provided information.

File Record Status Utilities

Caller Cancel Save and Close Request for Review Email Print Assign Comment

Menu Items

C3 - Main New C3 Comment

Hold

| Pre-Save | Entered | Entered By | Status |
|----------|----------|------------|-------------|
| | 3/6/2022 | rmaloney | Preliminary |

Information Comment Info Route Info Correspondence

| Incident Date (F4) | Day of Week | Incident Time | Route |
|--------------------|-------------|---------------|-------|
| | | | |

| Location | Bus Stop ID |
|----------|-------------|
| | |

| Division | Dir | Bus Run | Bus No. |
|----------|-----|---------|---------|
| | | | |

| Operator Desc |
|---------------|
| |

| Operator | Badge |
|----------|-------|
| | |

Find Coach Operator

View Operator History

View Bus Locator

View GFI Data

Map It

Map It

The final data entry screen includes the response deadlines for each step of the comment, the type of response needed, and several modifiers for the type of comment.

The comment is assigned a “comment code” at this point, based on the primary nature of the comment.

File **Record Status** **Utilities**

Caller History and Close Cancel Close Save and Close Request for Review Comment Email Comment Print Comment Assign Letter Writer Comment Report

Menu Items

C3 - Main **New C3 Comment**

Hold ☐

| Pre-Save | Entered | Entered By | Status |
|----------|----------|------------|-------------|
| | 3/6/2022 | rmaloney | Preliminary |

Information **Comment Info** **Route Info** **Correspondence**

Code ☐ **Public Record Requested** ☐ **Addressed to Board or CEO**

Letter Writer **Final Letter Required** ☐

Response for file only ☐

CR Release Date Will Respond Letter Sent Date

Contractor Due Date Response Due Date

Final Letter Due Date Final Letter Sent Date

Attachments

Category 4 ☐ **Information Only** ☐ **Scheduling Issues** ☐ **Service/Safety** ☐ **Customer Relations**

Once submitted, a C3 incident number is created as a unique identifier for the case.

Each comment is assigned a comment code, based on the service, the type of comment (comment, complaint or compliment), and the details of the comment. The comment codes are used in combination with the service and other details to route the comment to the appropriate area for investigation and response.

Once customer comments are entered into the Customer Relations CRM, they are directed to Customer Engagement staff, who verify the comment has been coded correctly and required details are included.

Comments are then assigned to a responsible party to investigate. As an example, a bus related comment would be directed to the base manager of that vehicle. Staff at the bus bases would investigate the complaint, confirming details, interviewing the driver, and reviewing onboard video surveillance, as needed. The results of their investigation and any other information added are included in the “Driver Comments” and “Management Response” fields.

The comment is then returned to Customer Engagement staff, who prepare a response to the customer based on the results of the investigation. The final response is included within the customer comment, and then the customer comment is closed.

7. Current Customer Relations CRM

The C3 software is a shared Microsoft (MS) ACCESS application that is used by a variety of departments, including AUTHORITY's Customer Relations and customer information call staff to log incoming calls, address respective questions and to coordinate outgoing responses.

The existing application is 15+ years old, with a high dependency on limited staff for in-house support and maintenance. Maintaining the legacy software has become increasingly difficult, and stability and compatibility issues continue to affect the customer response process. Customer Information Center agents have to frequently re-enter customer comments due to system issues, and connectivity issues to AUTHORITY (via CITRIX) are slow and prone to instability. Internal technical support for C3 has shifted to a maintenance-only mode.

The primary MS ACCESS table for customer comments includes 66,676 comments, dating back to January 1, 2017.

8. Timeline

AUTHORITY expect that this project would be completed and in service by May 31, 2023.

CONSULTANT would be expected to be fully operational within two (2) business weeks of the execution of the contract.

All requirements, as described in the Business Requirements document and this Scope of Work (SOW), must be complete by this date.

SALESFORCE SERVICE CLOUD CRM PROJECT

9. Project Management

- 9.1. The AUTHORITY Section Manager, Customer Engagement, will be the key contact project manager (CRPM) and will direct the CONSULTANT.

10. Project Status Reporting

- 10.1. CONSULTANT should prepare regular weekly reports on the status of implementation, including Service status towards phases and milestones, schedule compliance, and contract burn rate.

11. System Documentation

- 11.1. CONSULTANT shall develop and maintain accurate documentation of Salesforce Service Cloud configuration, field settings, system structure, and other settings used for AUTHORITY's implementation. Documentation should be available to AUTHORITY during the project. At the conclusion of the project, CONSULTANT shall provide documentation to project manager.

12. Standards Compliance

- 12.1. CONSULTANT shall comply with the Confidentiality Agreement (Attachment C) between AUTHORITY and CONSULTANT. This document includes, but is not limited to, provisions for Payment Card Industry (PCI) Data Security Standards (DSS) 2.0 and subsequent standards that are developed during the course of this agreement including adherence with the Health Insurance Portability and Accountability Act (HIPAA) requirements.

13. Personnel Policies

- 13.1. CONSULTANT shall have in effect personnel policies that conform to all applicable state and federal laws as appropriate, including compliance with HIPAA and PCI standards.
- 13.2. CONSULTANT shall maintain a current list of personnel assigned to the AUTHORITY's contract and provide the AUTHORITY with an updated roster of all employees when changes are made.

CONTRACT SERVICES, DESIGN, AND TESTING

14. Contract Services

The following Services correspond to contractual payment schedule.

Service 1 – Project Planning and Management

- 14.1. The CONSULTANT will designate a PM, who will be the single point of contact for the CONSULTANT.
- 14.2. The following administrative project documentation, Work Products and actions will be produced, maintained, and made available by the CONSULTANT each week for AUTHORITY to ensure accuracy and completeness. Adequate time will be allotted within the schedule for: AUTHORITY's review of project documentation, revisions to be made by the CONSULTANT, and final approval by AUTHORITY (including potentially the Project Sponsor, when applicable) prior to the deadline of each document and Work Product. Upon approval, work will be authorized.
- 14.3. **Project Schedule.** AUTHORITY preference is to use Microsoft (MS) Project 2019. The schedule will identify all Services in sufficient detail (durations for each detailed Service will not be greater than five (5) business days, unless approved by the AUTHORITY PM). Services will be grouped by project phase, and will include all the relevant Work Products, and project milestones. The Services will identify Resources (and Owners if applicable), Start- and End-Dates, Duration of Services, and Predecessor relationships (whenever applicable). The schedule will indicate the Services for which AUTHORITY is responsible. Upon approval of the project schedule, it will be baselined to permit identification of future modifications to the schedule. The project schedule will be updated weekly by the CONSULTANT's PM to accurately identify % physical work complete, or % effort complete (whichever is applicable). The applicable costs/fees will be identified on the project schedule in a "Budget" column. "Amendment # 'x'" columns will be added, as necessary, to reflect any amendments established during the project lifecycle. "Invoice # 'x'" columns will be added, as necessary, for each project invoice. The amounts reflected within these columns will align with the invoicing payment schedule to accurately reflect monies due based on % Complete or Milestone (whichever is applicable). Payments will be reconciled against the project schedule. All invoices will be accompanied by a current project schedule to show the monies due tie to the project schedule.
- 14.4. **Roles and Responsibilities (R&R) Matrix.** This matrix is to be structured in the form of a RACI (Responsible, Accountable, Consulted, Informed), including Resource Name, Title, Role, Billable Hourly Rate, and % Allocation to the project. Each project document and Work Product is to be identified in the RACI by phase.

This matrix will also clearly define the CONSULTANT's lines of communications during the project. The AUTHORITY R&R Matrix template can be used if the CONSULTANT does not have a standardized RACI.

- 14.5. **Change Orders.** If there are any modifications to Scope, Resources, Budget, or Schedule the CONSULTANT is required to submit those requests and obtain approval from AUTHORITY in advance of the work being initiated. The Change Orders shall reflect all additions, deletions, or modifications. CONSULTANT will provide a detailed report for each required change including the issue number (#), title, date identified, description, alternatives, recommended alternative and impacts to schedule, budget, and resource for the recommended alternative.
- 14.6. **Issues, Risks, Action Items, Bugs, Future Enhancements Log** (aka Item Log). The log will include: item Type, Title, Date Opened, Date Updated, ETA, Opened By, Priority, Description, Assigned To, Status, Comments (updated weekly / date-stamped), and Date Closed. Risks will be quantified (Occurrence: probability / impact; Control: effective / efficient) in a Risk Assessment. The AUTHORITY MantisHub application (preferred) or Item Log template must be used, unless approved by the AUTHORITY PM.
- 14.7. **Project Status Reports.** Submitted to AUTHORITY twice each month (and more frequently if the project is off-schedule, off-scope, or off-budget) it will be received by noon. (Pacific Time) on the Friday it is due. The format for progress reporting can be in the CONSULTANT's format. The AUTHORITY Project Status Report template can be used if the CONSULTANT does not have a standardized Status Report. However, the following elements must be included within the report:
- **Overall Project Status** (Green, Yellow, Red). **Green** = project is on-track with schedule, budget, scope and/or resources, no major issues; no minor issues that will not be resolved in short-term; nothing to escalate. **Yellow** = project is at risk of slippage with one or more area of schedule, budget, scope, and/or resources; deviation could be 10 to 20% of plan; the project team has plan to correct the deviation. **Red** = project is slipping in one or more areas of schedule, budget, scope, and/or resources; management assistance is needed to re-set project.
 - **Trend** (Steady, Improving, Degrading). The Trend is a forecast of the probable change in Status within the upcoming one (1)-two (2) weeks.
 - **Services Completed** during the reporting period.
 - **Services In-Progress**
 - **Next Steps / Work Planned** for the next reporting period including, but not limited to, those identified per the baseline project plan.
 - **Resources** utilized since the previous Status Report, or those Resources who will be needed during the next reporting period.
 - **Project Issues**, including description, viable solution(s), owner, deadline, impact if not addressed by the deadline.
 - Identification of **Short-Term Risks**, thirty (30) days or less that affects the project's progress, Work Products, or milestones. The risks shall be noted,

- potential solution(s) identified, action required for resolution, and estimated duration of solution.
 - Identification of *Long-Term Risks*, sixty (60) days or more that affects the project's progress, Work Products, or milestones. The risk shall be noted, potential solution(s) identified, and action required for resolution, and duration required.
- 14.8. The CONSULTANT's project team will co-lead the **Kick-Off** meeting with AUTHORITY's PM. This will be scheduled to occur after the signing of the contract and the acceptance of the project schedule.
- 14.9. All the CONSULTANT's identified team members or their alternates are required to attend the meeting, unless approved by the AUTHORITY PM. The CONSULTANT's PM will discuss the project approach (describing how the project will be successfully completed, and the implementation approach), the project's goals and objectives, scope, out-of-scope items, work plan, timeline, and team member roles and responsibilities during the meeting, and allow time for questions.
- 14.10. The CONSULTANT's PM will co-lead the ongoing Project Meetings, including the Kick-Off Meeting, and Status Meetings with AUTHORITY's PM. The meetings will be held at AUTHORITY's facility in Orange, CA, but the CONSULTANT's team may attend the meeting by tele-conference and WebEx. The purpose of the meetings will be to review project status, project schedule, Item Log, resolution of issues, assess risk, determine corrective action as required, and to discuss future efforts. At a minimum, meetings with the AUTHORITY's project team will occur once every month to discuss project progress. Project Status Meetings with Key Stakeholders and Management will occur at least every two (2) months, as deemed necessary by the AUTHORITY PM. Attendance will be taken at each meeting.
- 14.11. Meeting Agendas. The content will include a list of Topics, Start- and End-time for each Topic, Presenter, Follow-Up Items from previous meetings.
- 14.12. Meeting Minutes. The content will include a summary of the discussion, Decisions, and Action Items. Minutes will be distributed after the meeting to the meeting attendees (within one (1) business day).
- 14.13. Ancillary Project Work Products. Detailed examples of any/all project-specific Work Products that will be produced by the CONSULTANT during the project engagement will be provided to AUTHORITY in advance of the start of project to permit AUTHORITY adequate time to assess the reasonableness of the content and approve the format and proposed content.
- 14.14. Response to voicemail, email, and texts will be within a reasonable amount of time, but under no circumstances will exceed two (2) business days. If a deadline or 'respond by' date/time is indicated in a communication by AUTHORITY, it will be expected to be met unless it is considered unreasonable by the CONSULTANT. If

so, the CONSULTANT will immediately notify AUTHORITY, and provide a reasonable deadline that would need to be approved by AUTHORITY.

- 14.15. Documentation Repository. AUTHORITY will establish a MS Teams or MS SharePoint site for the project, to which the CONSULTANT will have access. All 'master' versions of documentation will be posted to this site by the CONSULTANT. The documents will be 'checked-out, and -in' to provide control, versioning, and collaboration during the process of drafting the documentation. The project documentation must always be maintained within the Repository.
- 14.16. All Work Products / Documentation must be submitted to AUTHORITY in digital formats that are compatible with the AUTHORITY Microsoft Office suite, or as approved by the AUTHORITY PM.

Objectives

- Effective and efficient administration of the project.
- Complete and accurate information.
- Transparency.
- Readily accessible information for the appropriate resources.

Work Products

- 1.15 Project Schedule
- 1.16 Roles and Responsibilities Matrix
- 1.17 Change Orders
- 1.18 Item Log
- 1.19 Project Status Reports
- 1.20 Various Meetings
- 1.21 Meeting Agendas
- 1.22 Meeting Minutes
- 1.23 Ancillary Project Work Products
- 1.24 Documentation Repository
- 1.25 Documentation

Service 2 – Requirements Gathering

The CONSULTANT will gather and document AUTHORITY requirements, including use-cases, from AUTHORITY personnel to ensure the system is configured in a way that meets the needs of AUTHORITY processes and policies.

Business Analysis Joint Application Development (JAD) sessions should be conducted to gather the **Requirements Documentation**. This includes both the functional and the. The JAD session must ensure consensus from cross-functional teams (business, technical and testing teams) by documenting complete, non-

redundant, prioritized, and valid features, functions, and requirements. The requirements should describe the problem, business case, process, and procedures (input, process, output), data model, and any other pertinent information. The ultimate Work Product will provide the business solution that will be used for the Build/ Configuration, and by the Test Team. The final Requirements Work Product must be approved by the AUTHORITY Business and Technical teams.

Objectives

- Consensus among cross-functional teams.
- Complete, non-redundant, prioritized valid list of features, functions, and requirements.
- Define all business rules.
- Define the business processes and procedures, including workflow routing, alerts, notifications.
- Define all data interfaces from and to solution.
- Define the user screen views.
- Define the reports required.
- Documentation that can be used during Build/Construction and Testing.

Work Products

- 2.1 Detailed and approved **Requirements** documentation in the form of a Requirements Matrix.

Service 3 – Design

Design reviews will be conducted during the Design Phase to evaluate progress, as well as to evaluate the technical adequacy of the design and conformance with performance, usability, and AUTHORITY technical standards. Prior to each review, the CONSULTANT shall submit a design review package that includes the design and other information required for the review, including architecture topology diagram, data flow diagram, hardware, and software versions, network, and security diagrams.

Unless the CONSULTANT proposes an alternate approach, which is acceptable to AUTHORITY, design review will be divided into three distinct stages:

1. Conceptual Design Review
2. Preliminary Design Review
3. Final Design Review
- 1.1 Conceptual Design Review.

The primary objectives of the Conceptual Design Review will be to acquaint AUTHORITY with the CONSULTANT's intended design and procurement activities, resolve external interfaces, and provide the basis for proceeding to Preliminary Design Review. At a minimum, the Conceptual Design Review will accomplish the following:

- 1.1.1 Confirm the CONSULTANT's management team and the scope of supply of sub-suppliers.
- 1.1.2 Provide narrative descriptions of the major subsystems proposed by the CONSULTANT.
- 1.1.3 Identify information needs and decisions required from the agency.
- 1.1.4 Confirm that the CONSULTANT is familiar with the intended operations and maintenance environment.
- 1.1.5 Provide block diagrams showing functionality and interfaces between System Components and elements, such as AUTHORITY's systems, that are not to be provided by the CONSULTANT but affect the system provided by the CONSULTANT.
- 1.1.6 Review the software conceptual design, including block diagrams and features.

The CONSULTANT's staff will work closely with AUTHORITY to accurately complete the application implementation and configuration, as well as all related services. The CONSULTANT will also answer questions posed during the application implementation process. All decisions will be documented.

Objectives:

- Perform necessary application configurations.
- Answer and document application set up questions during the application implementation process.

Work Products:

- 3.1.7 **Design Documentation** that includes all implementation and configuration changes.

1.2 Preliminary Design Review.

The Preliminary Design Review is designed to review the adequacy of the selected design approach for equipment needed for collection of cash and evaluate requirement conformance. The Preliminary Design Review will represent approximately 65 percent (65%) completion of the

total engineering effort for the system. At a minimum, the Preliminary Design Review will include:

- 1.2.1 Detailed technical descriptions of the system's major components, allowing a thorough understanding of the implementation of the proposed System Components.
- 1.2.2 Drawing of passenger interface arrangements.
- 1.2.3 Preliminary installation layouts for onboard readers including mounting arrangements and installation methods.
- 1.2.4 Software system level flow charts, if applicable. Software data backup and recovery procedures.

Objectives:

- Perform necessary application implementation and configuration.
- Answer and document application set up questions during the application implementation process.

Work Products:

3.2.4 Updated **Design Documentation**

1.3 Final Design Review.

The Final Design Review will be conducted when detailed design is complete. The Final Design Review will determine whether the detailed design will conform to the design requirements. Data submitted for the Final Design Review will be updated to a level of detail consistent with the completed design and submitted for the Final Design Review. At a minimum, the Final Design Review will include:

- 1.3.1 Latest revisions of the drawings and documentation submitted for the Preliminary Design Review.
- 1.3.2 Data documentation at the second level, including all software development. documentation available or used in the CONSULTANT's design process, consisting of structured data flow diagrams, event tables and/or dialogue diagrams (as available) to the lowest level of decomposition with software module descriptions (or elemental process descriptions) in structured narrative format. The second level of software documentation is one level above source code.

- 1.3.3 Review of CONSULTANT's final interoperability and integration with onboard systems, including verification and test plans.

Objectives:

- Perform necessary application implementation and configuration.
- Answer and document application set up questions during the application implementation process.

Work Products:

3.3.4 Finalized **Design Documentation**

2.4 Security

The CONSULTANT's technical staff will work with AUTHORITY's security and project team to review security requirements in the new hosted environment.

Where necessary, the CONSULTANT's technical staff will assist in evaluating CONSULTANT architecture and configuration as related to security and access.

The website must be using https.

Work Products:

- 3.4.1 A comprehensive **Security Plan**, which is easily implemented via standard security tools, and which requires minimal maintenance to maintain AUTHORITY's desired level of security.

Service 4 – Construct / Build

- 4.1 The CONSULTANT shall build / customize / configure the application to ensure compatibility with the system requirements.
- 4.2 If this setup differs from the CONSULTANT's setup, then changes will be documented, reviewed with AUTHORITY.
- 4.3 Execute the build and configuration of the solution in test environment.

Objectives

- Perform application build according to the requirements.

- Fully configured, installed and operational solution in a test environment
- Create all identified data interfaces, reports.

Work Products

- 4.4 Documented **System Configurations**, including deviations to the system requirements.
- 4.5 Test environment solution installed, configured, and developed addressing all listed.

Service 5 – Test

The CONSULTANT shall be required to thoroughly test the application to ensure stability, performance, and system functionality prior to making the system available for AUTHORITY testing efforts. The CONSULTANT shall develop the Test Plan, Test Cases, and Test Scripts (if automated testing is being conducted).

Test Plan

The CONSULTANT shall develop a Testing Plan for the entire project. The Testing Plan should address each type of testing.

1. The **Testing Plan** should include who is conducting the testing, what type of testing will be conducted, when the testing will be conducted, where the testing should be performed, the purpose of the test (why), and how to conduct the testing.
2. The testing should include unit-, system-, integration-, load-, stress-, functional-, non-functional-, device-, and network-testing.
3. Testing may include backup and restore, and disaster recovery procedures.
4. The CONSULTANT's technical members will assist AUTHORITY project staff as needed, to complete all User Acceptance Testing.

Test Cases

The **Test Cases** is a set of conditions or variables under which a Tester will determine whether a system under test satisfies requirements or works correctly. The process of developing test cases can also help find problems in the requirements or design of an application. The Test Cases should include a

Description, any assumptions or pre-conditions, the steps, and the expected result.

User Acceptance Testing (UAT)

AUTHORITY will conduct UAT of all system functionality. The CONSULTANT shall be responsible for supporting the UAT efforts, including:

- Clarifying system functionality.
- Troubleshooting and correcting error and invalid results.
- Updating system documentation (as applicable).

Objectives:

- Testing efforts are thorough, effective, and efficient.
- All pertinent resources are clear on the testing process and efforts that will be completed.
- Acceptance Test success criteria is defined.
- Bugs are documented, prioritized, and resolved.
- Any necessary corrections or configuration changes are completed.
- All planned testing is completed successfully.

Work Products:

- 5.1 Test Plan.
- 5.2 Test Cases (and Test Scripts if automated testing is being conducted).
- 5.3 Testing Results.
- 5.4 Defect logging in Item Log.
- 5.5 Stakeholder sign-off on the completed testing.

Service 6 – Train

- 6.1 The CONSULTANT shall develop a **Training Plan** for the entire project. The Training Plan should include the following information: who is conducting and attending the training, what the training will include, when and where the training will be conducted, the purpose of the test (why), and how the training will be conducted.
- 6.2 Describe the mediums that will be used (videos, manuals, classes, etc.)

- 6.3 **Training Documentation** will be provided that is comprehensive of the system features and functionality for the specific use by AUTHORITY Users in AUTHORITY environment. Detailed manuals, outlines, lesson plans, shall be submitted for approval. Instruction will be designed to be comprehensive of the equipment, and the system features and functionality. The documentation will be provided in both digital and print format. These manuals should describe and explain all features and functions of the application, how to use the application, and some common troubleshooting techniques.
- 6.4 The CONSULTANT shall be required to provide training for IT (technical training), and System Administration, End-User training to both AUTHORITY and AUTHORITY contracted employees.
- 6.5 Training will be conducted at AUTHORITY's administrative offices in Orange, CA. Other methods will require AUTHORITY approval.

Objectives:

- Ensure that AUTHORITY project team and the system administrators understand how to manage, maintain, use, and support all technology components involved in CONSULTANT's solution.
- Provide training to AUTHORITY project team on how to use system features and functionality.

Work Products:

- 6.6 **Training Plan** that denotes the people providing the training, and the resources attending the training, the objectives and expectations of the training, the content that will be provided, schedule and location, and the purpose of the training.
- 6.7 **Training Documentation**, including manuals, outlines, lesson plans, etc., either paper or digital, for each training session.
- 6.8 End-User Training for AUTHORITY's system users.

Service 7 – Deploy

The CONSULTANT shall be responsible for the implementation / deployment of the application into a Production Environment for AUTHORITY to use it as a production system. The Go-Live date is the date AUTHORITY will commence using the application as a Production system.

7.1 Go-Live Assessment

The CONSULTANT's PM shall prepare a **Readiness Assessment Report** for submission to AUTHORITY's Project Sponsors. This report will identify any incomplete efforts, Services, and bug fixes and prioritize their importance from a technical-perspective to the cutover date, as well as the plan for addressing the incomplete Services in the post go-live phase. Contingency plans for Go-Live will be documented.

Objectives:

- Complete Readiness Assessment Report.
- Identify outstanding Services and identify estimated completion dates.
- Prepare the implementation efforts.

Work Products:

7.1.1 **Readiness Assessment Report.**

7.1.2 Draft the **Implementation (Deployment) Plan.**

7.2 Go-Live Plan

A meeting will be held prior to production deployment to review the **Implementation (Deployment) Plan**. The **Implementation Plan** should include who is participating in the deployment, what the deployment will encompass, when the deployment efforts/Services will be conducted, where the deployment will be performed.

The CONSULTANT and AUTHORITY PM will work with the project teams to draft an appropriate **Schedule** that includes the following: Services, durations, resources, start- and end-times, status reporting, and production **Validation Tests** (to ensure the deployment was completed successfully). This should be included within the Implementation Plan.

A **Deployment Checklist** must be documented to ensure all changes are moved to production accurately and completely.

A **Support Plan** must be documented that will include support before, during, and post-production deployment.

AUTHORITY requires that all changes to the Production environment must be approved by the project sponsor, business owner and AUTHORITY PM.

Objectives:

- Approved Change Control.
- Plan for support-related activities.
- Create schedule.
- Determine Production Validation tests.

Work Products:

- 7.2.1 Approved **Implementation (Deployment) Plan.**
- 7.2.2 Go-Live **Schedule.**
- 7.2.3 **Deployment Checklist.**
- 7.2.4 Production **Validation Tests.**
- 7.2.5 Go-Live **Support Plan.**
- 7.2.6 Approved Change Control.

6.3 Go-Live / Deployment

Execute the build and configuration of the solution into the production environment.

Objectives

- Fully configured, installed and operational solution in a production environment.
- Create all identified data interfaces.

Work Products

- 6.3.1 Production environment solution installed and configured addressing all listed requirements (including all identified interfaces).

6.4 Final Acceptance

The CONSULTANT shall assist AUTHORITY in evaluating results of Production Acceptance Testing. Based on the outcome of this testing, decisions related to setup and processes may need to be re-evaluated in order to achieve desired results.

Objectives:

- Evaluate documented Validation Test scripts.

- Summarize test script processes that did not yield desired results.
- Review and prioritize pending defects.
- Evaluate system setup and process decisions to achieve desired results.
- Completion and sign-off on testing.
- Identification of required action items for project completion.

Work Products:

- 7.4.1 Approved Validation Test scripts.
- 7.4.2 Updated System Documentation (based on deployment revisions).
- 7.4.3 Updated Items Log that with any remaining defects that must be addressed.
- 7.4.4 Deployment Acceptance.

Service 8 – Post-Deployment Support / Warranty

AUTHORITY expects the CONSULTANT to provide system warranty. Following system acceptance of the application, the CONSULTANT shall warranty their work to conform to requirements set forth in this Scope of Work, for a minimum of thirty (30) days after final software is deployed to production at Go-Live. The CONSULTANT shall correct and repair, at no cost to AUTHORITY, any defect, malfunction, or non-conformity that prevents the application from performing in accordance with requirements set forth in this Scope of Work.

- The warranty period shall begin on the Go-Live date if all bugs and defects previously reported during testing have been resolved to AUTHORITY's satisfaction. Go-Live constitutes the date when the solution is formally accepted in writing and ready for deployment in AUTHORITY's production environment. All bugs, defects, and issues.
- Previously reported during testing must be fixed to AUTHORITY's satisfaction before the solution can be formally accepted for Go-Live and before warranty can begin. A test in production is not considered Go-Live
- If minor issues remain and it is mutually agreed by AUTHORITY and the CONSULTANT to proceed with the Go-Live in production to allow the CONSULTANT additional time past Go-Live to resolve these minor issues that shall not initiate the start of warranty. In this case a separate written acceptance will be provided to commence the warranty period after all remaining issues have been fixed by the CONSULTANT and accepted by AUTHORITY.

The CONSULTANT shall provide Help Desk Services to troubleshoot and resolve system issues or questions. The CONSULTANT will provide a support

phone number and website where issues can be raised, documented, managed, and monitored.

Objective

- On-going support on the business application.
- Continuous improvements to the business application.

Work Products

- 8.1 Help Desk contact information, web-based tracking tool, Help Desk services and software fixes, where appropriate.
- 8.2 Regular installation of software patches or releases to the application.

15. Implementation Plan

CONSULTANT's Project Manager shall be responsible for leading the process of discovery to identify all information required to plan, design, test, implement, and integrate the solution according to the requirements and specifications listed in this Scope of Work. In the event there are requirements and specifications not mentioned herein but which are revealed through discovery or deemed necessary for a fully functional solution, CONSULTANT and AUTHORITY shall work together to assess, agree to, and process change requests that are proposed during the course of the project to address scope issue(s) and ensure a successful implementation.

- 15.1. CONSULTANT shall be responsible for the design of the solution and its implementation in compliance with the requirements and specifications listed and with those requirements and specifications not listed but revealed through discovery or necessary for a fully functional solution.
- 15.2. CONSULTANT shall be responsible for installation and testing procedures and developing a timetable for completion to coincide with the start-up date.
- 15.3. CONSULTANT shall plan to be fully operational by April 2023 to allow adequate time to complete extensive system testing prior to commencement of "live" operations on May 31, 2023.

15.4. Work Products

CONSULTANT shall be responsible for creating and delivering the appropriate documents that will formalize and detail the specific design of the solution and reflect CONSULTANT's understanding of AUTHORITY's requirements. This includes the identification of reports to be developed.

The Work Product documentation shall undergo at least two (2) review cycles of submission and comment by the project team, followed by a response to and disposition of the comments by CONSULTANT to ensure the completeness, accuracy, and adequacy of the solution. AUTHORITY will grant approval upon CONSULTANT's documented demonstration of understanding the requirements. The documents must be in both electronic and hard copy format. The electronic format shall be in a compatible format with AUTHORITY's standards (Visio, Microsoft Office, Microsoft Project).

Once approved, documents will be "frozen" and subject to a change request process if changes are to be made. CONSULTANT shall maintain these documents throughout the project, and if changes are required or requested and approved, the documents shall reflect all additions, deletions, and modifications.

- 15.5. CONSULTANT shall describe the planned approach for this Service and the Work Products; all items described should be addressed. CONSULTANT shall discuss plans to ensure a smooth, timely transition to the new CRM system. CONSULTANT shall provide a timetable outlining transition activities (e.g., installation, testing process and procedures, staff training, etc.) that demonstrate the CONSULTANT's ability to meet the target dates specified in this offering. The plan shall include details on how the entire system will be thoroughly tested prior to going live on May 31, 2023.

16. Additional Enhancements

- 16.1. AUTHORITY is interested in additional enhancements that may be suggested to the new Salesforce Service Cloud CRM, provided that other requirements specified may be met.

GO LIVE / ONGOING OPERATIONS

17. Testing

- 17.1. CONSULTANT shall provide, as part of implementation plan, a testing schedule and strategy to ensure the successful launch of the new CRM system. It is suggested that this testing occur in phases, including a period of parallel operation with both the existing Customer Relations CRM and the new Salesforce Service Cloud CRM.

18. Training

- 18.1. CONSULTANT shall participate in and conduct training for Customer Engagement and CIC staff on how to use the Salesforce Service Cloud CRM, including the development of a reference guide for use by Customer Engagement.
- 18.2. CONSULTANT shall participate in and conduct training for Information Systems staff in the operation and ongoing support of the Salesforce Service Cloud CRM.

19. Go Live / Launch

- 19.1. Following the completing of testing, the CONSULTANT shall support the launch of the Salesforce Service Cloud by May 31, 2023 or sooner.

20. Data Migration

- 20.1. Migrate at least the last seven (7) years of existing customer case data from the current Customer Relations CRM into Salesforce Service Cloud CRM.

SYSTEMS INFORMATION

21. Application Environment

An overview of significant software applications and platforms used by the Customer Engagement section. Note that a listing in this section does not mean that an integration with the Salesforce Service Cloud CRM is planned. All required system interfaces are listed in the Business Requirements document under the "Interfaces" sheet.

21.1. Customer Relationship Management / Case Management System

The AUTHORITY utilizes CRM software to record customer comments, track investigation status and approved responses, and provide ongoing reporting. The system maintains all comments received by the AUTHORITY.

The AUTHORITY is currently replacing its existing CRM, Comments, Compliments, Complaints (C3), a Microsoft Access-based application provided through CITRIX, with an internet-based Salesforce Service Cloud implementation. This unified channel CRM includes several planned enhancements to the existing C3 software, including integrated social media case management.

The major functional features of the CRM system include, but are not limited to:

- Caller's information screen - data entry includes name, address, telephone number, email address (when applicable), ACCESS identification number
- Category of Call – dropdown selection includes Fixed Route, ACCESS, Contracted Fixed Route, Administrative, Freeway Service Patrol
- Customer's Comment – data entry includes the information provided the caller regarding their comment
- Customer Relations (CR) Action Taken – data entry only if additional information by representative is necessary or if action was required by the representative, such as a phone call to AUTHORITY staff.
- Route Information – data entry includes date, time, and location of incident, bus or ACCESS route information, and driver information
- Find Coach Operator Call – feature is utilized to identify the coach operator; data is auto-populated once selected
- Comment Coding – dropdown selection offering the various comment codes, determined by the nature of the call
- Action Required Call – dropdown notation to identify follow-up instructions as requested by the customer.
- Record Search Call – function is utilized to retrieve comments as required if customers call to inquire about the status of their initial comment

21.2. Transit Planning Software

The AUTHORITY utilizes HASTINFO trip planning software, a module within the HASTUS application designed to generate transit itineraries using AUTHORITY supplied data. The AUTHORITY presently uses HASTUS version 2020, a proprietary transit vehicle and operator scheduling software package from Giro, Inc.

HASTINFO provides information on schedules and travel itineraries for customers. HASTINFO builds upon the geographic database provided by Giro, Inc., as well as the AUTHORITY stops, routes, and timetables built in HASTUS-Vehicle to provide trip planning information and map displays. Addresses can be localized by street name and house number, landmark, stop, intersection, or by area of the city. Transfer points between routes or transportation modes on the network are determined by HASTINFO for each itinerary request as a function of the routes and schedules stored in the database.

Some major functional features of the application include, but are not limited to:

- Map based display of bus stops and routes
- Detailed street network database which provides accurate origin-destination address locations by intersection
- Displaying stops closest to a given address or intersection, the routes that serve these stops, and trip passing times at these stops
- Printed maps and itineraries for customers
- “Soundex” feature in various languages to help locate misspelled street names
- Calculations of fare information
- Defined landmarks or common origins
- Shortest-path algorithm to determine best route by time of day
- Itineraries which include walking and waiting times
- Ability to define “portals” for underground or large stations with multiple entrances
- Specific direct walking instructions and distances between stops
- Ability to add new addresses into the system and notes on routes for detours and schedule changes with effective dates
- Ability to email travel itineraries to customers

21.3. Reduced Fare Identification Program Software

The AUTHORITY utilizes AFM (previously UltraBadge) version 3260 to manage the AUTHORITY’s RFID program. The system maintains customer profiles of individuals who have applied for an RFID card.

The major functional features of the AFM system include, but are not limited to:

- Customer profiles
Function includes researching existing profiles to determine status of applications.

21.4. Bus Stop Status Software

The AUTHORITY utilizes Bus Stop Status software application, which is used to identify any bus stop disruptions. This application includes information regarding the bus stop location, start and approximate end date of disruption, and any relevant notes. This software also includes a Google Map and street view of the location.

The major functional features of the Bus Stop Status application that will be utilized by the CONSULTANT include, but are not limited to:

- Bus Stop Status - Function includes researching existing profiles to determine status of any bus stop disruptions.

21.5. Swiftly Platform

The AUTHORITY utilizes the Swiftly online platform (GoSwift.ly) and associated software modules. This platform provides real-time and historical location and performance data for OC Bus vehicles. Processed data from the Swiftly platform is used to provide the General Transit Feed Specification (GTFS) used for customer arrival estimates and rider alerts.

This software is used extensively by Customer Engagement and CIC staff to provide OC Bus rider information and investigate customer comments.

21.6. Application/Connectivity Requirements:

The AUTHORITY shall use its computer hardware and services located at either 600 South Main Street in Orange, California or offsite hosting to host the server-side components of the software applications that CONSULTANT shall be required to access. The applications will be made accessible by the AUTHORITY to CONSULTANT through Citrix XenApps or using cloud computing (internet) based applications.

Currently, the AUTHORITY provides: HASTINFO, CRM, GP, Bus Stop Status, and UB software systems. CONSULTANT shall provide all client computer hardware, software, and network infrastructure to support access to these software systems through Citrix XenApps. Additional applications are provided using internet-based clients, including Salesforce and Swift.ly.

CONSULTANT shall be required to have access to the Internet as a means to connect to the AUTHORITY's Citrix XenApps environment. Citrix XenApps requires the latest version of Citrix Receiver which can be downloaded from Citrix.com.

All licenses for the use of AUTHORITY provided systems will be secured and provided by the AUTHORITY. CONSULTANT shall have no ownership of the software, records, and data maintained and generated by the software systems. The AUTHORITY will be responsible for maintaining the databases for these applications.

The AUTHORITY will be responsible for the coordination and resolution of software-generated issues and problems on all the applications listed above.

22. Technical Support

CONSULTANT shall be responsible for providing and managing the labor and resources to effectively operate and maintain its own data technology assets, as well as the IT and data assets provided to CONSULTANT by AUTHORITY required to be used in the project described within this Scope of Work.

- 22.1. CONSULTANT shall be capable of and responsible for adapting to evolutions in the technology assets. CONSULTANT shall be responsible for all training and certifications required to effectively operate and maintain such assets.
- 22.2. Troubleshooting and emergency procedures shall be clearly outlined with CONSULTANT and AUTHORITY responsibilities listed in detail. CONSULTANT contact names and telephone numbers, including cell phones, shall be provided to the AUTHORITY. CONSULTANT shall provide a resume for each technical staff assigned to perform administration and maintenance of the systems providing service to AUTHORITY and its customers. In the event such support is contracted out by CONSULTANT, a copy of the terms and conditions of this maintenance and service contract, including days and hours of negotiated response times, shall be provided.
- 22.3. CONSULTANT shall be responsible for standard IT practices and functions that result in safe, reliable, secure, and efficient IT services. CONSULTANT shall employ rigorous security practices to ensure a safe computing environment that protects CONSULTANT's network and IT assets, and AUTHORITY's network and IT assets. CONSULTANT shall not, without AUTHORITY approval, remove confidential customer data on portable devices such as laptop computers, portable

hard drives, or USB thumb drives. CONSULTANT shall make it a priority to protect the confidentiality of sensitive data.

- 22.4. CONSULTANT's response shall detail how it will provide for testing and maintaining of computer and telecommunications equipment prior to going "live" and during normal operation of the Salesforce Service Cloud CRM. CONSULTANT shall describe its installation and testing procedures and include a timetable for completion to coincide with the start-up date. CONSULTANT shall plan to be fully operational by April 2023 to allow adequate time to complete system testing prior to commencement of "live" operations on May 31, 2023.

23. Other Reference Information

It is expected that additional technical information about the existing Customer Relations CRM or other systems will be needed during the implementation of this project. Additional information can be provided upon request.

Online Comment Form (OC Bus Comments)

Customer Comment Form

To speak to a customer service representative, call 714-636-7433 on weekdays from 8am to 5pm.

OCTA appreciates the comments customers provide about our service. The comment you submit will automatically be sent to the right staff member to investigate and take appropriate action.

**** - indicates required fields**

Comment Type

☒ Regular Bus ☐ Access Bus ☐ Freeway Service Patrol ☐ Other
For Lost and Found, [click here](#). For Metrolink, [click here](#).

Customer Information

| | | |
|----------|---------------|---------------------------|
| Title ▾ | ** First Name | ** Last Name |
| ** Email | | Contact Phone (10 digits) |
| Address | | |
| City | CA | Zip Code |

☐ Check here if you would like us to follow up with you.

Please note: depending on the nature of your comment and our investigative process our response time may take as long as 15 business days.

** Comment

Please use the following section to describe the incident or concern.

Enter your comment here...

Incident Date and Time

If your comment is pertaining to a specific incident related to the BUS service please provide detailed information. The bold fields are required.

| | |
|---------------|------------------------|
| **Date | **Incident Time |
| 03/06/2022 | 5:41 PM |

Bus Route Info

| |
|--|
| -- Select A Route Number -- ▾ |
| -- Select A Bus Number -- ▾ |
| -- Select A Bus Stop Number -- ▾ |
| -- Select Incident Location - Cross Street, Direction -- ▾ |

Operator Description

SUBMIT COMMENT

Online Comment Form (OC ACCESS Comments)

Customer Comment Form

To speak to a customer service representative, call 714-636-7433 on weekdays from 8am to 5pm.

OCTA appreciates the comments customers provide about our service. The comment you submit will automatically be sent to the right staff member to investigate and take appropriate action.

**** - Indicates required fields**

Comment Type

☐ Regular Bus
For Lost and Found, [click here](#).

☒ Access Bus

☐ Freeway Service Patrol
For Metrolink, [click here](#).

☐ Other

Customer Information

Title ** First Name ** Last Name

** Email Contact Phone (10 digits)

Address

City CA Zip Code

☐ Check here if you would like us to follow up with you.

Please note: depending on the nature of your comment and our investigative process our response time may take as long as 15 business days.

**** Comment**

Please use the following section to describe the incident or concern.

Enter your comment here...

Incident Date and Time

If your comment is pertaining to a specific incident related to your ACCESS service please provide detailed information. The bold fields are required.

**** Date** 03/06/2022

**** Incident Time** 5:41 PM

Access Route Information

Access ID First Name

Last Name Access Bus Number

Tour Number -- Select Time --

Access Pickup Information **Access Destination Information**

Pickup Address Destination Address

Pickup Street Destination Street

-- Select City -- -- Select City --

Operator Description

SUBMIT COMMENT

Online Comment Form (Freeway Service Patrol Comments)

Customer Comment Form

To speak to a customer service representative, call 714-636-7433 on weekdays from 8am to 5pm.


OCTA appreciates the comments customers provide about our service. The comment you submit will automatically be sent to the right staff member to investigate and take appropriate action.

**** - Indicates required fields**

Comment Type

☐ Regular Bus ☐ Access Bus ☒ Freeway Service Patrol ☐ Other
For Lost and Found, [click here](#). For Metrolink, [click here](#).

Customer Information

| | | |
|---|---------------|---------------------------|
| Title  | ** First Name | ** Last Name |
| ** Email | | Contact Phone (10 digits) |
| Address | | |
| City | CA | Zip Code |

☐ Check here if you would like us to follow up with you.

Please note: depending on the nature of your comment and our investigative process our response time may take as long as 15 business days.

** Comment

Please use the following section to describe the incident or concern.

Enter your comment here...

Incident Date and Time

The bold fields are required.

| | |
|------------|---|
| ** Date | ** Incident Time |
| 03/06/2022 | 5:41 PM  |

Operator Description

SUBMIT COMMENT

Online Comment Form (Other Comments)

Customer Comment Form

To speak to a customer service representative, call 714-636-7433 on weekdays from 8am to 5pm.

OCTA appreciates the comments customers provide about our service. The comment you submit will automatically be sent to the right staff member to investigate and take appropriate action.

**** - Indicates required fields**

Comment Type

☐ Regular Bus ☐ Access Bus ☐ Freeway Service Patrol ☒ Other
For Lost and Found, [click here](#). For Metrolink, [click here](#).

Customer Information

| | | |
|----------|---------------|---------------------------|
| Title ▾ | ** First Name | ** Last Name |
| ** Email | | Contact Phone (10 digits) |
| Address | | |
| City | CA | Zip Code |

☐ Check here if you would like us to follow up with you.

Please note: depending on the nature of your comment and our investigative process our response time may take as long as 15 business days.

** Comment

Please use the following section to describe the incident or concern.

Enter your comment here...

Incident Date and Time

The bold fields are required.

| | |
|------------|-----------------|
| **Date | **Incident Time |
| 03/06/2022 | 5:41 PM |

Operator Description

SUBMIT COMMENT

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

SCHEDULE I ---- HOURLY RATE SCHEDULE

Enter below the proposed price for the services described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, tax, and profits. The Authority's intention is to award a time-and-expense price contract for a one (1)-year initial term with two (2), one (1)-year option terms.

Key Personnel:

| | | Fully-Burdened Hourly Rate(s) | | |
|----------------------------------|------|-------------------------------|----------------------|----------------------|
| | | Initial Term | First Option Term | Second Option Term |
| Job Function | Name | 2/1/2023 – 1/31/2024 | 2/1/2024 – 1/31/2025 | 2/1/2025 – 1/31/2026 |
| Senior Project Manager | | \$ _____ | \$ _____ | \$ _____ |
| Business Systems Analyst | | \$ _____ | \$ _____ | \$ _____ |
| Senior Programmer Analyst | | \$ _____ | \$ _____ | \$ _____ |
| Senior Communications Specialist | | \$ _____ | \$ _____ | \$ _____ |
| Desktop Support Technician | | \$ _____ | \$ _____ | \$ _____ |

Note: Provide fully-burdened hourly rates for the above designated job categories for cost analysis purposes. The fully-burdened hourly rates will be included in the resulting agreement should your proposal be selected for contract award.

Other Labor Charges:

| | Fully-Burdened Hourly Rate(s) | | |
|--------------|-------------------------------|----------------------|----------------------|
| | Initial Term | First Option Term | Second Option Term |
| Job Function | 2/1/2023 – 1/31/2024 | 2/1/2024 – 1/31/2025 | 2/1/2025 – 1/31/2026 |
| | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ |

SCHEDULE II ---- OTHER DIRECT COSTS SCHEDULE

| | Type of ODC | Quantity | Unit Rate | Budget Amount |
|--|--------------------|-----------------|------------------|----------------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| Additional ODC required and authorized by the Authority but not included in this Agreement will be reimbursed either (a) “At Cost” OR (b) up to the applicable Current Rate listed in this Schedule II, whichever is less. Supporting documentation must accompany invoice. | | | | |

** Please note the following:*

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

1. I acknowledge receipt of **RFP 2-2933** and Addenda No.(s) _____.
2. This offer shall remain firm for _____ days from the date of proposal.
(Minimum of 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

EXHIBIT C: PROPOSED AGREEMENT

1 **PROPOSED AGREEMENT NO. C- 2-2933**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 _____
6 **THIS AGREEMENT** is effective this ____ day of _____, 2023 ("Effective
7 Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box
8 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred
9 to as "AUTHORITY"), and , , , (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to provide professional
12 services to develop, implement and support the launch of a Salesforce Service Cloud CRM/Case
13 Management platform; and

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

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

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

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

20 **ARTICLE 1. COMPLETE AGREEMENT**

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

26 B. AUTHORITY's failure to insist in any one or more instances upon CONSULTANT's

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

Names

Functions

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

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

ARTICLE 4. TERM OF AGREEMENT

A. This Agreement shall commence upon execution by both parties, and shall continue in full force and effect through January 31, 2024, unless earlier terminated or extended as provided in this Agreement.

B. AGENCY, at its sole discretion, may elect to extend the term of this Agreement for an additional twelve (12) months commencing February 1, 2024, and continuing through January 31, 2025 ("First Option Term"), and thereupon require CONSULTANT to continue to provide services, and otherwise perform, in accordance with Exhibit A and at the rates set forth in Article 5, "Payment."

C. AGENCY, at its sole discretion, may elect to extend the term of this Agreement for an additional twelve (12) months commencing February 1, 2025, and continuing through January 31, 2026 ("Second Option Term"), and thereupon require CONSULTANT to continue to provide services, and otherwise perform, in accordance with Exhibit A and at the rates set forth in Article 5, "Payment."

D. AGENCY's election to extend this Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for AGENCY's convenience or CONSULTANT's default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extending from commencement through January 31, 2026, which period encompasses the Initial Term, First Option Term, and Second Option Term.

ARTICLE 5. PAYMENT

A. For CONSULTANT'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 CONSULTANT on a time and expense price basis in accordance with the following provisions.

B. CONSULTANT shall invoice AGENCY on a monthly basis for payments corresponding to the

1 work actually completed by CONSULTANT. Percentage of work completed shall be documented in a
2 monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by
3 CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by
4 AGENCY to substantiate the validity of an invoice. At its sole discretion, AGENCY may decline to make
5 full payment until such time as CONSULTANT has documented to AGENCY's satisfaction, that
6 CONSULTANT has fully completed all work required. of this Article until such time as CONSULTANT has
7 documented to AGENCY's satisfaction that CONSULTANT has fully completed all work required under
8 the task. AGENCY's payment in full for any task completed shall constitute AGENCY's final acceptance
9 of CONSULTANT's work.

10 C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to
11 the work actually completed by CONSULTANT. Percentage of work completed shall be documented in
12 a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted
13 by CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by
14 AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to
15 make full payment for any task listed in paragraph **Error! Reference source not found.** of this Article
16 until such time as CONSULTANT has documented to AUTHORITY's satisfaction that CONSULTANT
17 has fully completed all work required under the task. AUTHORITY's payment in full for any task
18 completed shall not constitute AUTHORITY's final acceptance of CONSULTANT's work under such task;.

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

- 25 1. Agreement No. C- 2-2933;
- 26 2. Specify the task number for which payment is being requested;

3. The time period covered by the invoice;
4. Total monthly invoice (including project-to-date cumulative invoice amount);
5. Monthly Progress Report;
6. Certification signed by the CONSULTANT or his/her designated alternate that a)
The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
information included with the invoice is true, complete and correct in all material respects; c) All payments
due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
invoice does not include any amount which CONSULTANT intends to withhold or retain from a
subcontractor or supplier unless so identified on the invoice.
7. Any other information as agreed or requested by AUTHORITY to substantiate the
validity of an invoice.

ARTICLE 6. MAXIMUM OBLIGATION

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

ARTICLE 7. NOTICES

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

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Gina Torres

Title:

Title: Contract Administrator

Phone:

Phone: (714) 560 - 5566

Email:

Email: gtorres@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

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

B. Should CONSULTANT's personnel or a state or federal agency allege claims against AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or allegations involving any other independent contractor misclassification issues, CONSULTANT shall defend and indemnify AUTHORITY in relation to any allegations made.

ARTICLE 9. INSURANCE

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

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, Advertising (if applicable to Scope of Work) and Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 Products/Completed Operations aggregate;

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

3. Workers' Compensation with limits as required by the State of California including a Waiver of Subrogation in favor of AUTHORITY, its officers, directors and employees; and

4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy limit-disease, and \$1,000,000 policy limit employee-disease.

5. Professional Liability with minimum limits of \$1,000,000 only if the CONSULTANT is required by contract or law to be licensed or specially certified and AUTHORITY is relying on performance based on that specialty license or certification.

B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy blanket additional insured endorsement, designating the AUTHORITY, its officers, directors and 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. CONSULTANT shall include on the face of the certificate of insurance the Agreement Number C- 2-2933 and, the Contract Administrator's Name, Gina Torres..

D. CONSULTANT shall also include in each subcontract, the stipulation that subconsultants shall maintain insurance coverage in the amounts required of CONSULTANT 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.

E. 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.

/

1 **ARTICLE 10. ORDER OF PRECEDENCE**

2 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

3 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 2-2933;
4 (3) CONSULTANT's proposal dated _____ ; (4) all other documents, if any, cited herein or
5 incorporated by reference.

6 **ARTICLE 11. CHANGES**

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

15 **ARTICLE 12. DISPUTES**

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

22 B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with
23 the 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 of any
25 AUTHORITY official or representative on a question of law, which questions shall be settled in
26 accordance with the laws of the State of California.

1 **ARTICLE 13. TERMINATION**

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

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

17 **ARTICLE 14. INDEMNIFICATION**

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

24 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

25 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
26 CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be

1 subcontracted by CONSULTANT, without the prior written consent of AUTHORITY. Consent by
2 AUTHORITY shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms
3 and conditions of this Agreement.

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

10 **Subcontractor Name/Addresses**

Subcontractor Functions

11
12
13 **ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

14 CONSULTANT shall provide AUTHORITY, or other agents of AUTHORITY, such access to
15 CONSULTANT's accounting books, records, payroll documents and facilities, as AUTHORITY deems
16 necessary. CONSULTANT shall maintain such books, records, data and documents in accordance
17 with generally accepted accounting principles and shall clearly identify and make such items readily
18 accessible to such parties during CONSULTANT's performance hereunder and for a period of four (4)
19 years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records
20 directly related to this Agreement shall also extend to all first-tier subcontractors identified in 0 of this
21 Agreement. CONSULTANT shall permit any of the foregoing parties to reproduce documents by any
22 means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

23 **ARTICLE 17. CONFLICT OF INTEREST**

24 CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict
25 of interest means that due to other activities, relationships or contracts, the CONSULTANT is unable,
26 or potentially unable to render impartial assistance or advice to the AUTHORITY; CONSULTANT's

objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONSULTANT. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

ARTICLE 18. CODE OF CONDUCT

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

ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES

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

ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONSULTANT 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

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

ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS

A. The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made for CONSULTANT'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 CONSULTANT in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any purposes other than the performance under this Agreement, nor be disclosed to an entity not connected with the performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.

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

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

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

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

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

23 A. All of CONSULTANT's finished technical data, including but not limited to illustrations,
24 photographs, tapes, software, software design documents, including without limitation source code,
25 binary code, all media, technical documentation and user documentation, photoprints and other graphic
26 information required to be furnished under this Agreement, shall be AUTHORITY's property upon

1 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction
2 except as elsewhere authorized in this Agreement. CONSULTANT further agrees that it shall have no
3 interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said data is subject
4 to the provisions of the Freedom of Information Act, 5 USC 552.

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

12 **ARTICLE 26. FORCE MAJEURE**

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

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

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

23 **ARTICLE 28. LIMITATION ON GOVERNMENTAL DECISIONS**

24 CONSULTANT shall not make, participate in making, or use its position to influence any
25 governmental decisions as defined by the Political Reform Act, Government Code section 81000 et seq.,
26 and the implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq.

CONSULTANT's personnel performing services under this Agreement shall not authorize or direct any actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or enter into any contractual agreement on behalf of AUTHORITY. In addition, CONSULTANT's personnel shall not provide information, an opinion, or a recommendation for the purpose of affecting a decision without significant intervening substantive review by AUTHORITY personnel, counsel, and management.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C- 2-2933 to be executed as of the date of the last signature below.

CONSULTANT

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

Georgia Martinez
Department Manager, Contracts and Procurement

APPROVED AS TO FORM:

By: _____

James M. Donich
General Counsel

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORMS

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

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

Name

Signature

Title

Date

EXHIBIT E: SAFETY AND ENVIRONMENTAL SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

1.2 REGULATORY

- A. Injury/Illness Prevention Program
The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- B. Substance Abuse Prevention Program

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

C. Heat Illness Prevention Program

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

D. Hazard Communication Program

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

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

E. Storm Water Pollution Prevention Plan

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

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

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

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

B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

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

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

- A. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.

- B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

1.5 PERSONAL PROTECTIVE EQUIPMENT

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

1.6 REFERENCES

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

END OF SECTION

EXHIBIT F: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

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

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

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

| |
|--|
| |
| |
| |