

REQUEST FOR PROPOSALS (RFP) 3-1891

CREDIT CARD CLEARING HOUSE SERVICES



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

Key RFP Dates

Issue Date:	August 15, 2013
Pre-Proposal Conference Date:	August 22, 2013
Question Submittal Date:	August 23, 2013
Proposal Submittal Date:	September 10, 2013
Interview Date:	October 3, 2013

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August 15, 2013

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 3-1891: "CREDIT CARD CLEARING HOUSE SERVICES"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide credit card clearing house services. The budget for RFP 3-1891 is \$600,000 for a five-year term effective January 1, 2014 through December 31, 2018.

Proposals must be received in the Authority's office at or before 2:00 p.m. on September 10, 2013.

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Donald Herrera, Buyer**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Donald Herrera, Buyer**

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

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

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 www.octa.net. From the site menu, click on CAMM NET to register.

To receive all further information regarding this RFP 3-1891, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Professional Services
Professional Consulting

Commodity:

Financial - Banking Services
Financial - Consulting

A pre-proposal conference will be held on August 22, 2013, at 2:00 p.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 154/155. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established October 3, 2013, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on August 22, 2013, at 2:00 p.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 154/155. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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

D. AUTHORITY CONTACT

All questions and/or contacts with Authority staff regarding this RFP are to be directed to the following Buyer:

Donald Herrera, Buyer
Contracts Administration and Materials Management Department
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5644, Fax: 714.560.5792
Email: dherrera@octa.net

E. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section E.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be

sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on August 23, 2013.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, 4th Floor, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: dherrera@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than August 27, 2013. Offerors may download responses from CAMM NET at www.octa.net/cammnet, or request responses be sent via U.S. Mail by emailing or faxing the request to Donald Herrera, Buyer.

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:

Professional Services
Professional Consulting

Commodity:

Financial - Banking Services
Financial - Consulting

Inquiries received after 5:00 p.m. on August 23, 2013 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on September 10, 2013.

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

2. Address

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Donald Herrera, Buyer**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
P.O. Box 14184
Orange, California 92863-1584
Attention: Donald Herrera, Buyer**

Firms must obtain a visitor badge from the receptionist in the lobby of the 600 Building prior to delivering any information to CAMM.

3. Identification of Proposals

Offeror shall submit an **original and 5 copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number.

4. Acceptance of Proposals

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

- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received and opened by Authority are public information and must be made available to any person upon request.
- e. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes.

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be with fully burdened monthly service fees for work specified in the scope of work included in the RFP as Exhibit A.

L. CONFLICT OF INTEREST

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

M. CODE OF CONDUCT

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

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

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

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Donald Herrera, Buyer 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) Provide proof of certification to show compliance with Payment Card Industry Data Security Standards (PCI-DSS).
- (5) Describe the firm's PCI-DSS compliance program, how the firm maintains compliance and how the firm monitors the compliance of any third party vendors.
- (6) Explain the firm's role in the credit card payment processing (e.g. acquirer, processor, other).
- (7) Describe in detail how the firm's services are integrated to/with third party software, websites and gateways.
- (8) Identify the firm's payment gateway provider and the length of the relationship (in years).
- (9) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (10) 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) Provide education, experience, and applicable professional credentials of project staff.
- (2) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (3) 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.
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the effort 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) Describe how the firm plans to address any compromise of credit card systems or data application. If applicable, explain the firm's company process to notify customers, the steps taken to protect the customer's data, and the safeguards put in place to prevent it in the future.
- (3) Provide a detailed description of the implementation process, including testing and a suggested implementation schedule. The implementation schedule shall outline the milestone dates to accomplish and should include detailed tasks, dates and resources assigned and identified for each milestone.
- (4) Describe support provided during implementation, including training, technical assistance, user manuals and on-site visits. Describe support provided after implementation.
- (5) Outline sequentially the activities that would be undertaken and specify who would perform them.
- (6) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (7) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (8) 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.
- (9) Include a copy of its security procedures for protecting customer information.

d. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the Authority's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements as set forth in Exhibit C.

4. Cost and Price Proposal

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

The Offeror shall complete the "Schedule of Fees" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules.

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. Party and Participant Disclosure Forms

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete and sign the Party and Participant Disclosure Forms provided in this RFP and submit as part of the proposal. Offeror is required to submit only one copy of the completed form(s) as part of its proposal and it should be included in only the original proposal. The prime consultant and subcontractors must complete the form entitled "Party Disclosure Form". The form entitled "Participant Disclosure Form" must be completed by lobbyists or agents representing the prime consultant. Therefore, the prime consultant, subcontractors and agents will be required to report all campaign contributions from the proposal submittal date up and until the Board of Directors makes a selection, which is currently scheduled for November 25, 2013.

2. Status of Past and Present Contracts Form

Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement, or litigation. A separate form must be completed for each contract you identify.

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.

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; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
2. **Staffing and Project Organization** **15%**

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

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

Reasonableness of the total 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 October 3, 2013, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from

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

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

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

C. AWARD

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

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

the Authority must receive it within seven (7) business days of notification of the contract award.

EXHIBIT A: SCOPE OF WORK

**Scope of Work
Credit Card Clearinghouse Services**

Background

The State Route 91 Freeway (SR-91) runs from Western Los Angeles County through Orange County and into Riverside County. It is the primary automobile transportation link between Orange and Riverside Counties. The SR-91 experiences significant congestion during the peak morning and evening commute hours. In the late 1980's the State of California granted the California Private Transportation Company (CPTC) the rights to build and operate toll lanes on a 10-mile section between the western border of Riverside County and eastern Orange County. The toll lanes are located in the median strip of the freeway with free flow traffic separated by cones from the toll lanes. In January 2003, the Orange County Transportation Authority (OCTA) acquired the franchise rights to the 91 Express Lanes from CPTC. With the passage of SB 1316 the franchise agreement between OCTA and California Department of Transportation (Caltrans) will expire in December, 2065, at which time, the roadway will be returned to Caltrans.

Unlike most toll roads, the SR-91 operation is cash free – motorists must obtain an electronic tolling transponder that is “read” upon entry onto the toll lanes. The amount of the toll varies by time of day which reflects the congestion level of traffic. Motorists must complete an application and make either a cash or credit card deposit to secure their use of the transponders. The vast majority of transponders are secured by credit cards which automatically charges for additional amounts as the motorist's balance falls below a predetermined minimum balance. Cash accounts must be replenished by cash or check. The motorists receive quarterly statements showing their transactions (i.e., Tolls incurred by date and time) and any charges made to their credit cards to maintain at least the minimum balance. Currently, a third party contractor prepares these customer statements based on transaction records provided by the toll road operator.

Credit card authorization and replenishment is currently batched processed on a daily basis. The toll collection system maintained by the operator identifies all accounts to be replenished by credit card, and an electronic file is downloaded and sent electronically to the credit card processor. The processing institution electronically transfers the proceeds (less processing discount) to the OCTA's bank on a daily basis.

Current Transaction Volumes

Currently, the toll road accepts Visa, MasterCard, American Express and Discover cards. In recent periods the proportion of transactions has been approximately:

- | | |
|--------------------|-----|
| ▪ Visa | 58% |
| ▪ MasterCard | 21% |
| ▪ American Express | 18% |
| ▪ Discover | 3% |

Transactions from January 2012 through December 2012

Average Monthly Transactions Processed:	52,000
Average Monthly Charges:	\$2.8 Million

In addition to credit card charge processing, OCTA will require the Firm to process credit card verification services. This service is needed to enable the toll road customer service representatives to accept deposits and receive payments on accounts.

Additionally OCTA has a store for the purpose of bus pass sales and merchandise purchases. Orders are received via online through the OCTA's website, by mail and telephone, and in person at the store. Select bus passes are also currently sold through two ticket vending machines, each at different locations. The store sells bus passes and ACCESS fare coupons; transit merchandise; and OCTA Employee Recreation Association tickets. For fiscal year 2012 there were approximately 12,000 credit card transactions with sales of \$1.5 million.

Scope of Services

OCTA is seeking proposals from financial institutions that provide credit card clearing services for the 91 Express Lanes and Pass Sales for OCTA bus service.

1. Provide capability to electronically process and authorize the SR-91Toll Road's credit card transactions (Visa, MasterCard, American Express, and Discover) on a daily basis and settle the accounts into OCTA's designated bank account, currently at the Bank of the West, in a secure and timely manner.
2. The 91 Express Lanes shall have the capability to interface with PayPal Payflow, the current payment gateway.
3. Provide electronic capability to process recurring Automated Clearinghouse (ACH) debits on a daily basis.
4. Provide capability to generate daily and monthly transaction reports and settlement reports by both OCTA function (i.e. 91 Express Lanes and Pass Sales) and work location.
5. Provide capability to allow interface with OCTA's point of sale system for processing automated credit card authorization (unless new system provided).
6. Provide support and training to OCTA and its contracted operator (Cofiroute) during the implementation process.
7. Provide account manager to maintain close contact with OCTA and its contracted provider to provide ongoing support for any issues or problems that may arise.
8. Develop and provide software, hardware and all other necessary equipment, as authorized by OCTA, specifically required to enable the credit card processing function.
9. Provide phone support services for transactions that cannot be processed electronically or require human assistance.
10. Provide monthly invoices detailing the activities and related charges for that month.

11. Provide processing for credit cards as magnetic, non-magnetic or contactless transactions. Magnetic means that the card is swiped through a POS terminal in a face-to-face transaction. Non-magnetic transactions (aka "keyentered") are those used in mail order/telephone order, Internet, automatic rebills or telephone processing, where cards are not present. Non-magnetic also includes cards that contain smart card chips and near field communications.
12. Work with OCTA to evaluate current processing procedures to maximize efficiencies and mitigate cost where applicable.

Payment Card Industry Data Security Standards

OCTA is looking to eliminate credit card data from being stored onsite at OCTA (for the OCTA store and pass sales only), thereby limiting exposure to PCI non-compliance issues. The Firm is expected to help OCTA accomplish these issues. Firm will be responsible for safeguarding all stored data, particularly files that contain cardholder information (Sensitive Authentication Data and Cardholder Data as defined by PCI), so as to be compliant with all state and federal laws and regulations, and in the case of Credit Cards, individual card brand requirements.

Implementation

The Firm shall provide the hardware necessary for acceptance of credit and debit cards; (a) with card present, (b) card not present, (c) via e-Commerce (internet). The Firm shall implement and test the new hardware if hardware is required. The Firm shall also include training, technical assistance, user manuals and onsite visits during and after implementation.

EXHIBIT B: COST AND PRICE FORMS

SCHEDULE OF FEES

REQUEST FOR PROPOSALS (RFP) 3-1891

First Year: Effective January 1, 2014 through December 31, 2014.

Monthly Bank Card Fees:

Item Description	Unit Cost	Estimated No. of Transactions (per month)	Extended Amount
Visa Transaction	\$ _____	30,150	\$ _____
Master Card Transaction	\$ _____	10,920	\$ _____
American Express Transaction	\$ _____	9,360	\$ _____
Discover Transaction	\$ _____	1,560	\$ _____

Monthly Service Fees: Define how often fee will occur (monthly, weekly, etc.)

Item Description	Occurrence	Cost
Set-up		
Monthly Minimum		
Chargeback		
Voice Authorization		
Monthly Maintenance		

Additional Fees: Please list and define how often fee will occur (monthly, weekly, etc.)

Item Description	Occurrence	Cost

Escalation Rates: January 1, 2015 - December 31, 2015 _____ %
 January 1, 2016 - December 31, 2016 _____ %
 January 1, 2017 - December 31, 2017 _____ %
 January 1, 2018 - December 31, 2018 _____ %

-
1. I acknowledge receipt of RFP 3-1891 and Addenda No.(s)_____.
 2. This offer shall remain firm for _____ days from the date of proposal.
(Minimum of 120)

COMPANY NAME

ADDRESS

TELEPHONE

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR

DATE SIGNED

EXHIBIT C: PROPOSED AGREEMENT

PROPOSED AGREEMENT NO. C-3-1891

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective this ____ day of _____, 2013, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the state of California (hereinafter referred to as "AUTHORITY"), and , (hereinafter referred to as "FIRM").

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from FIRM to provide credit card clearing house services; and

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

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

WHEREAS, FIRM wishes to perform these services; and

WHEREAS, the AUTHORITY's Board of Directors approved this Agreement on _____, 2013;

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

ARTICLE 1. COMPLETE AGREEMENT

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

EXHIBIT C

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

8 **ARTICLE 2. AUTHORITY DESIGNEE**

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

11 **ARTICLE 3. SCOPE OF WORK**

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

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

18 **Names** **Functions**

19
20
21
22
23 C. No person named in paragraph B of this Article, or his/her successor approved by
24 AUTHORITY, shall be removed or replaced by FIRM, nor shall his/her agreed-upon function or level of
25 commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the
26 services of any key person become no longer available to FIRM, the resume and qualifications of the

1 proposed replacement shall be submitted to AUTHORITY for approval as soon as possible, but in no
2 event later than seven (7) calendar days prior to the departure of the incumbent key person, unless
3 FIRM is not provided with such notice by the departing employee. AUTHORITY shall respond to FIRM
4 within seven (7) calendar days following receipt of these qualifications concerning acceptance of the
5 candidate for replacement.

6 **ARTICLE 4. TERM OF AGREEMENT**

7 This Agreement shall commence on January 1, 2014, and shall continue in full force and effect
8 through, unless earlier terminated or extended as provided in this Agreement.

9 **ARTICLE 5. PAYMENT**

10 A. For FIRM's full and complete performance of its obligations under this Agreement and
11 subject to the maximum cumulative payment obligation provisions set forth in Article 6, AUTHORITY
12 shall pay FIRM on a fixed fee basis in accordance with the following provisions.

13 B. For effort satisfactorily performed by FIRM's personnel under this Agreement, AUTHORITY
14 shall pay FIRM at the fixed fees specified in Exhibit B, which is attached to, by this reference
15 incorporated in, and made part of this Agreement and are acknowledged to include FIRM's direct labor
16 costs, indirect costs, and profit

17 C. FIRM shall invoice AUTHORITY on a monthly basis for payments corresponding to the work
18 actually completed by FIRM. Work completed shall be documented in a monthly progress report
19 prepared by FIRM, which shall accompany each invoice submitted by FIRM. FIRM shall also furnish
20 such other information as may be requested by AUTHORITY to substantiate the validity of an invoice.
21 At its sole discretion, AUTHORITY may decline to make full payment as noted in paragraph B of this
22 Article until such time as FIRM has documented to AUTHORITY's satisfaction, that FIRM has fully
23 completed all work required. AUTHORITY's payment in full shall constitute AUTHORITY's final
24 acceptance of FIRM's work.

25 D. Invoices shall be submitted by FIRM on a monthly basis and shall be submitted in duplicate
26 to AUTHORITY's Accounts Payable office. Each invoice shall be accompanied by the monthly

1 progress report specified in paragraph C of this Article. AUTHORITY shall remit payment within thirty
2 (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the following
3 information:

- 4 1. Agreement No. C-3-1891;
- 5 2. Services performed during the billing period;
- 6 3. The time period covered by the invoice;
- 7 4. Monthly progress report;
- 8 5. Total monthly invoice (including project-to-date cumulative invoice amount);
- 9 6. Certification signed by the FIRM or his/her designated alternate that a) The invoice
10 is a true, complete and correct statement of reimbursable costs and progress; b) The backup
11 information included with the invoice is true, complete and correct in all material respects; c) All
12 payments due and owing to subcontractors and suppliers have been made; d) Timely payments will
13 be made to subcontractors and suppliers from the proceeds of the payments covered by the
14 certification and; e) The invoice does not include any amount which FIRM intends to withhold or retain
15 from a subcontractor or supplier unless so identified on the invoice.
- 16 7. Any other information as agreed or requested by AUTHORITY to substantiate the
17 validity of an invoice.

18 **ARTICLE 6. MAXIMUM OBLIGATION**

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

24 **ARTICLE 7. NOTICES**

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

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

3 To FIRM:

To AUTHORITY:

4 Orange County Transportation Authority

5 550 South Main Street

6 P.O. Box 14184

7 , Orange, CA 92863-1584

8 ATTENTION:

ATTENTION: Donald Herrera

9 (714) 560 - 5644

10 **ARTICLE 8. INDEPENDENT CONTRACTOR**

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

18 **ARTICLE 9. INSURANCE**

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

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

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

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

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

5. Banker's Professional Liability with minimum limits of \$5,000,000.00; and

6. Crime coverage including computer crime with limits of \$5,000,000.00 per claim.

B. Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement with the AUTHORITY, its officers, directors, employees and agents designated as additional insured on the general and automobile liability. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.

C. FIRM shall include on the face of the Certificate of Insurance the Agreement Number C-3-1891; and, the Buyer's Name, Donald Herrera.

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

E. FIRM shall be required to immediately notify AUTHORITY of any modifications or cancellations of any required insurance policies.

ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 3-1891; (3) FIRM's proposal dated ; (4) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 11. CHANGES

By written notice or order, AUTHORITY may, from time to time, order work suspension and/or make changes in the general scope of this Agreement, including, but not limited to, the services furnished to AUTHORITY by FIRM as described in the Scope of Work. If any such work suspension or

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

6 **ARTICLE 12. DISPUTES**

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

12 B. The provisions of this Article shall not be pleaded in any suit involving a question of fact
13 arising under this Agreement as limiting judicial review of any such decision to cases where fraud by
14 such official or his representative or board is alleged, provided, however, that any such decision shall
15 be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous
16 as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any
17 appeal proceeding under this Article, FIRM shall be afforded an opportunity to be heard and to offer
18 evidence in support of its appeal.

19 C. Pending final decision of a dispute hereunder, FIRM shall proceed diligently with the
20 performance of this Agreement and in accordance with the decision of AUTHORITY's Director, CAMM.
21 This Disputes clause does not preclude consideration of questions of law in connection with decisions
22 provided for above. Nothing in this Agreement, however, shall be construed as making final the
23 decision of any AUTHORITY official or representative on a question of law, which questions shall be
24 settled in accordance with the laws of the state of California.

25 **ARTICLE 13. TERMINATION**

26 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or

1 part, by giving FIRM written notice thereof. Upon said notice, AUTHORITY shall pay FIRM its allowable
2 costs incurred to date of termination and those allowable costs determined by AUTHORITY to be
3 reasonably necessary to effect such termination. Thereafter, FIRM shall have no further claims against
4 AUTHORITY under this Agreement.

5 B. AUTHORITY may terminate this Agreement for FIRM's default if a federal or state
6 proceeding for the relief of debtors is undertaken by or against FIRM, or if FIRM makes an assignment
7 for the benefit of creditors, or for cause if FIRM fails to perform in accordance with the scope of work or
8 breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or
9 violation within ten (10) calendar days after written notice thereof by AUTHORITY. FIRM shall be liable
10 for all reasonable costs incurred by AUTHORITY as a result of such default or breach including, but not
11 limited to, reprourement costs of the same or similar services defaulted by FIRM under this
12 Agreement.

13 **ARTICLE 14. INDEMNIFICATION**

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

20 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

26 B. AUTHORITY hereby consents to FIRM's subcontracting portions of the Scope of Work to

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

Subcontractor Name/Addresses

Function

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

ARTICLE 17. CONFLICT OF INTEREST

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

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

ARTICLE 19. FEDERAL, STATE AND LOCAL LAWS

FIRM 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 20. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, FIRM shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. FIRM 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 21. PROHIBITED INTERESTS

FIRM 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 22. 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 FIRM'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.

EXHIBIT C

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

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

ARTICLE 23. PATENT AND COPYRIGHT INFRINGEMENT

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

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

8 **ARTICLE 24. FINISHED AND PRELIMINARY DATA**

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

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

23 **ARTICLE 25. FORCE MAJEURE**

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

1 products, plants or facilities by the federal, state or local government; national fuel shortage; or a
2 material act or omission by the other party; when satisfactory evidence of such cause is presented to
3 the other party, and provided further that such nonperformance is unforeseeable, beyond the control
4 and is not due to the fault or negligence of the party not performing.

5 **ARTICLE 26. SECURITY**

6 A. Any and all information disclosed by FIRM to AUTHORITY relating in any way to
7 customers of AUTHORITY ("Customer Information") shall be deemed to be confidential information.
8 AUTHORITY and FIRM shall not use Customer Information for any purpose other than as reasonably
9 necessary to fulfill the terms of this Agreement, and shall not disclose Customer Information to any third
10 person without the prior consent of AUTHORITY. FIRM shall not make Customer Information available
11 to any employees, contractors or agents of AUTHORITY except those with a need to know. FIRM shall
12 implement appropriate measures to ensure the security and confidentiality of all Customer Information
13 in its possession, including protecting against any anticipated threats or hazards to the security or
14 integrity of the Customer Information and protecting against unauthorized access to or use of the
15 Customer Information that could result in substantial harm or inconvenience to any customer of
16 AUTHORITY. AUTHORITY shall have the right to have access from time to time to FIRM's premises
17 upon reasonable notice from AUTHORITY and during regular business hours to audit compliance with
18 this section. Upon request of AUTHORITY, FIRM shall supply AUTHORITY with written certification of
19 compliance with this section.

20 B. FIRM shall disclose any known or suspected breach of security of Customer's personal
21 information to AUTHORITY and AUTHORITY's affected Customers. The disclosure shall be made in
22 the most expedient time possible and without unreasonable delay.

23 C. For purposes of this section, "breach of the security of the system" means unauthorized
24 acquisition of computerized data that compromises the security, confidentiality, or integrity of
25 personal information maintained by the agency. Good faith acquisition of personal information by an
26 employee or agent of the FIRM for the purposes of the FIRM is not a breach of the security of the

EXHIBIT C

1 system, provided that the personal information is not used or subject to further unauthorized
2 disclosure.

3 D. For purposes of this section, "personal information" means an individual's first name or
4 first initial and last name in combination with any one or more of the following data elements, when
5 either the name or the data elements are not encrypted:

6 (1) Social security number.

7 (2) Driver's license number or California Identification Card number.

8 (3) Account number, credit or debit card number, in combination with any required
9 security code, access code, or password that would permit access to an individual's financial
10 account.

11 E. For purposes of this section, "personal information" does not include publicly available
12 information that is lawfully made available to the general public from federal, state, or local
13 government records.

14 F. For purposes of this section, "notice" may be provided by one of the following methods:

15 (1) Written notice.

16 (2) Electronic notice, if the notice provided is consistent with the provisions regarding
17 electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.

18 (3) Substitute notice, if the FIRM demonstrates that the cost of providing notice would
19 exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), or that the affected class of subject
20 persons to be notified exceeds \$500,000, or the FIRM does not have sufficient contact information.
21 Substitute notice shall consist of all of the following:

22 (a) E-mail notice when the FIRM has an e-mail address for the subject
23 persons.

24 (b) Conspicuous posting of the notice on the FIRM's Web site page, if the agency
25 maintains one.

26 (c) Notification to major statewide media.

EXHIBIT C

G. A FIRM, that maintains its own notification procedures as part of an information security policy for the treatment of personal information and is otherwise consistent with the timing requirements of this part, shall be deemed to be in compliance with the notification requirements of this section if it notifies subject persons in accordance with its policies in the event of a breach of security of the system.

ARTICLE 27. SAFETY SPECIFICATIONS

FIRM shall comply with all requirements set forth in Exhibit E, Level 1 Safety Specifications.

Upon execution by both parties, this Agreement shall be made effective January 1, 2014.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-3-1891 to be executed on the date first above written.

FIRM

By _____

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____

Darrell Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By _____

Kennard R. Smart, Jr.
General Counsel

APPROVED:

By _____

Andrew Oftelie
Executive Director, Finance and Administration

Date _____

EXHIBIT D: FORMS

PARTY DISCLOSURE FORM**Information Sheet****ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

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

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

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

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

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY**AND ITS AFFILIATED AGENCIES**

To be completed only if campaign contributions have been made in the preceding 12 months.

Prime Firm's Name: _____

Party's Name: _____

Party's Address: _____

Street

City

State

Zip

Phone

Application or Proceeding

Title and Number: _____

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Greg Winterbottom, Chairman

Shawn Nelson, Vice Chairman

Patricia Bates, Director

Lori Donchak, Director

Gail Eastman, Director

Matthew Harper, Director

Michael Hennessey, Director

Steve Jones, Director

Jeff Lalloway, Director

Gary Miller, Director

John Moorlach, Director

Al Murray, Director

Janet Nguyen, Director

Miguel Pulido, Director

Tim Shaw, Director

Todd Spitzer, Director

Frank Ury, Director

PARTICIPANT DISCLOSURE FORM**Information Sheet****ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

The attached Participant Disclosure Form must be completed by participants in a proceeding involving a license, permit, or other entitlement for use. (Please see next page for definitions of these terms.)

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

- A. If you are a participant in a proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date you begin to actively support or oppose an application for license, permit, or other entitlement for use pending before the OCTA or any of its affiliated agencies, and continues until three months after a final decision is rendered on the application or proceeding by the Board of Directors.

No board member or alternate may solicit or accept a campaign contribution of more than \$250 from you and/or your agency during this period if the board member or alternate knows or has reason to know that you are a participant.

- B. The attached disclosure form must be filed if you or your agent has contributed more than \$250 to any board member or alternate for the OCTA or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition. (The disclosure form will assist the board members in complying with the law.)
- C. If you or your agent have made a contribution of more than \$250 to any board member or alternate during the 12 months preceding the decision in the proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a participant in the proceeding.

The Participant Disclosure Form should be completed and filed with the proposal submitted by a party, or should be completed and filed the first time that you lobby in person, testify in person before, or otherwise directly act to influence the vote of the board members of the OCTA or any of its affiliated agencies.

1. An individual or entity is a "participant" in a proceeding involving an application for a license, permit or other entitlement for use if:
 - a. The individual or entity is not an actual party to the proceeding, but does have a significant financial interest in the Authority's or one of its affiliated agencies' decision in the proceeding.

AND

- b. The individual or entity, directly or through an agent, does any of the following:
 - (2) Communicates directly, either in person or in writing, with a board member or alternate of the OCTA or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;
 - (3) Communicates with an employee of the OCTA or any of its affiliated agencies for the purpose of influencing a member's vote on the proposal; or
 - (4) Testifies or makes an oral statement before the Board of Directors of the OCTA or any of its affiliated agencies.
2. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use; all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.
3. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit, or other entitlement for use. If an agent acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.

4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.
5. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 and 2 Cal. Adm. Code Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

To be completed only if campaign contributions have been made in the preceding 12 months.

Prime's Firm Name: _____

Party's Name: _____

Party's Address: _____
 Street _____
 City _____
 State _____ Zip _____ Phone _____

Application or Proceeding
 Title and Number: _____

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Date: _____

 Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Greg Winterbottom, Chairman

Shawn Nelson, Vice Chairman

Patricia Bates, Director

Lori Donchak, Director

Gail Eastman, Director

Matthew Harper, Director

Michael Hennessey, Director

Steve Jones, Director

Jeff Lalloway, Director

Gary Miller, Director

John Moorlach, Director

Al Murray, Director

Janet Nguyen, Director

Miguel Pulido, Director

Tim Shaw, Director

Todd Spitzer, Director

Frank Ury, Director

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact Name:	Phone:
Project Award Date:	Original Contract Value:
Term of Contract:	
1) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	
3) Reason for termination	

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

Name

Date

Title

EXHIBIT E: SAFETY SPECIFICATIONS

LEVEL 1 SAFETY SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Consultants, its sub-tier Consultants, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) policies, 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 Consultants or its sub-tier contractors may be cause for termination of scope, contracts, or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during the course of this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted for all Consultant personnel, sub-tier Consultants, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Consultant shall ensure that all Consultant vehicles, including those of its sub-tier Consultants, 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 Consultant is encouraged to exceed minimum requirements. When the Consultant safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of public and workers.

G. INJURY AND ILLNESS PREVENTION PLAN

The Contractor shall submit to the Authority, a copy of their company Injury and Illness Prevention Plan (IIPP) in accordance with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors.

H. Policy or Certification of Compliance of Company's Substance Abuse Prevention Policy.

1.2 HAZARD COMMUNICATION

- A. Consultant shall comply with CCR Title 8, Section 5194, Hazard Communication Standard. Prior to use on Authority property and/or project work areas Consultant shall provide the Authority Project Manager copies of MSDS for all chemical products used if any.
- B. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents:
 - 1. Damage to Authority property (or incidents involving third party property damage);
 - 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
 - 3. Incidents impacting the environment, i.e. spills or releases on Authority property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An initial written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days, and include the following information. The current status of anyone injured, photos of the incident area, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

1.4 PERSONAL PROTECTIVE EQUIPMENT

- A. The Consultant, its sub-tier Consultants, suppliers, and employees are required to comply with the Authority's personal protective equipment (PPE) policy while performing work at any Authority facility, i.e. eye protection policy, hearing protection policy, head protection, safety vests, Work Shoe Policy.

- B. The Consultant, its sub-tier Consultants, 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. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.5 REFERENCES

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

END OF SECTION