

REQUEST FOR PROPOSALS (RFP) 4-2140

GENESYS CLOUD VOICE CALL CENTER SOLUTION



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

Key RFP Dates

| | |
|---------------------------------|-----------------------|
| Issue Date: | March 28, 2024 |
| Question Submittal Date: | April 3, 2024 |
| Proposal Submittal Date: | April 25, 2024 |
| Interview Date: | May 24, 2024 |

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March 28, 2024

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 4-2140: "GENESYS CLOUD VOICE CALL CENTER SOLUTION"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide a Genesys Cloud Voice Call Center Solution system. The budget for this project is \$302,650 for an eighteen (18)-month term. Offerors must be Genesys authorized partners/distributors for Genesys Cloud Voice.

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 April 25, 2024. 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 4-2140**" 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 4-2140, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

| <u>Category:</u> | <u>Commodity:</u> |
|-------------------------------|--|
| Computer: Hardware & Software | Business Software Computer: Hardware & Software Operating Systems and Network Software |
| Professional Consulting | Computer Software Consulting Computer Network Consulting Computer Hardware Consulting |

The Authority has established May 24, 2024, 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:

Rhea Aninzo, Associate Contract Administrator
Contracts Administration and Materials Management Department
Phone: 714.560.5650
Email: raninzo@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 (email) 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 D2. 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 email at raninzo@octa.net no later than 2:00 p.m., on April 3, 2024.
- b. Requests for clarifications, questions, and comments must be clearly labeled, "Written Questions RFP 4-2140," in the subject line of the email. 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 April 9, 2024. 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

Commodity:

Business Software
Computer: Hardware &
Software
Operating Systems and
Network Software
Computer Software Consulting
Computer Network Consulting
Computer Hardware Consulting

Inquiries received after 2:00 p.m. on April 3, 2024 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 April 25, 2024. 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 4-2140**” 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 a firm-fixed price contract specifying firm-fixed prices for individual tasks specified in the scope of work, included in the RFP as Exhibit A. The Agreement will be an eighteen (18)-month term.

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

N. STATEMENT OF ECONOMIC INTERESTS

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

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 Rhea Aninzo, Associate 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) Provide proof that the firm is a Genesys authorized partners/distributors for Genesys Cloud Voice.
- (5) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (6) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.
- (7) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

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

Offeror to:

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

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Furnish a project schedule, if applicable, 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.
- (7) Provide draft or example documents, which reflect the actual documents that will be provided during the project and as deliverables.

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form (Exhibit F) must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form (Exhibit F) 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. It is anticipated that the Authority will issue a firm-fixed price contract specifying firm-fixed prices for individual tasks.

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 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.

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 20%**

 Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience, and technical competence of subcontractors; assessment by client references.
- 2. Staffing and Project Organization 25%**

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

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

 Reasonableness of the total price as well as the individual tasks; 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 May 24, 2024, 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 Authority's management the Offeror whose proposal is most advantageous to the Authority.

C. AWARD

The Authority may 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.

The selected Offeror must be an authorized partner/reseller to provide Genesys Cloud Voice. Unauthorized resellers shall be deemed "non-responsive" and will not be considered for award. The selected Offeror will be required to provide proof confirming its authorization to provide Genesys Cloud Voice.

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
GENESYS CLOUD VOICE CALL CENTER SOLUTION

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1. BACKGROUND

The Orange County Transportation Authority (OCTA) is a state-mandated, multi-modal transportation agency in Orange County, California. OCTA regulates, prioritizes, funds, plans, designs, builds, operates, and maintains the transportation network. This includes major highway and freeway projects, high-occupancy managed lanes, street improvements, commuter rail, streetcar, the public transit system, paratransit services and taxi services.

OC ACCESS is a shared-ride service provided by OCTA that is available to qualified applicants whose physical or cognitive limitations prevent them from utilizing the regular OC Bus fixed-route service. The OC ACCESS call center is operated 24/7/365 and callers are required to have an OC ACCESS ID number to schedule the shared-ride services. In 2023, OC ACCESS call queues received 804,801 calls.

ACCESS Eligibility manages the formal certification process needed to obtain an OC ACCESS ID needed to use the services. The ACCESS Eligibility call center is operated Monday – Friday, 8:00 am – 5:00 pm, Pacific Time. In 2023, Eligibility received 23,439 calls. These two (2) call centers use the same Genesys application, but have different dial-in numbers, separate menus and call queues, and use different agents/supervisors.

OCTA currently uses a Genesys PureConnect on-premise server based solution with AudioCodes M1000 providing dial-tone using Skype for Business Server 2019 for the OC ACCESS and ACCESS Eligibility call centers. Agents are a mix of on-site and remote agents. No Application Programming Interface (API) integration with third (3rd)party applications is currently used or planned. Callers are provided with a basic menu when they call in and are transferred to internal call queues and then agents, or to external numbers based upon their menu selections. Agents make outbound calls as needed. All calls are recorded, and OCTA has a three (3)-year retention policy for these recordings. Agents frequently need to place callers on hold while they call OC ACCESS Radio Dispatch, or Same Day Taxi Services to provide callers with status on their scheduled rides, or to transfer callers to OCTA's Customer Relations. These are all external numbers.

2. PROJECT GOALS / OBJECTIVES AND HIGH-LEVEL PROJECT SCOPE

OCTA's project is the purchase and deployment of Genesys Cloud Voice to replace the existing server-based Genesys PureConnect platform. The desired end result is to eliminate on-premises hardware/software/services and move to a fully cloud/hosted solution.

OCTA's goal for this project is the implementation of Genesys Cloud Voice for the OC ACCESS and ACCESS Eligibility call centers to eliminate the need for on-premises equipment and servers. The same features and functionality OCTA currently has with the Genesys PureConnect solution is desired for the Genesys Cloud solution with the added enhancement of having agents and supervisors log in using a web browser so that desktop clients (Interaction Desktop, Interaction Center (IC) Business Manager, etc.) are no longer needed. It is expected that first level Help Desk support shall continue to be handled internally by OCTA's Information Systems (IS)/Telecommunications staff with system support provided by authorized Genesys distributors and partners.

OCTA's top-level business objectives for the Genesys Cloud Voice Project are to:

- 2.1 Define and configure a Genesys Cloud Voice solution that provides the same features and functionality as currently used by OCTA with Genesys PureConnect. A primary goal is to eliminate the need for on-premises equipment or software/desktop client installations.
- 2.2 Provide a transparent cut-over to the new solution with little to no downtime such that OC ACCESS clients are not impacted. Priority shall be given to ensuring that callers are provided with the same menu selections they hear now. Any changes made shall be for the purpose of simplifying menu navigation, not adding complexity, remembering the demographic profile of OC ACCESS and ACCESS Eligibility callers.
- 2.3 Provide sufficient training resources to ensure system administrators, business users, supervisors, and agents are fully functional on the new solution prior to cut-over.
- 2.4 Provide on-going system and 'How do I?' support after cut-over to ensure that OCTA's use of the solution provided is optimized.
- 2.5 Look for opportunities to save on on-going operational expenses and increase report efficiency.
- 2.6 Ensure that cyber security is maintained. Security shall be a priority over including additional features.

3. OCTA RESOURCES

OCTA will establish a project team that will include the following staffing for this project:

- 3.1 A Project Committee consisting of the major stakeholders, business owners, including the Contracted Transit Services (CTS) and IS departments, Technical Lead, Consultant's Project Manager (PM), and OCTA Project Manager.
 - 3.1.1 An OCTA PM will be assigned to this project.
 - 3.1.2 Telecommunications staff will be assigned as primary technical leads.
 - 3.1.3 Additional IS technical support staff will be assigned as-needed to ensure resources are scheduled and available to meet the project requirements and to assist with resolution of technical issues that may occur during the project.
 - 3.1.4 One (1) or more power users from each of the OC ACCESS and ACCESS Eligibility call centers will be assigned to this project and will be available as-needed. They will assist with application use-case questions and testing.
 - 3.1.5 System users (agents, supervisors, and business users) will be available during pre-scheduled testing periods and for scheduled training.
 - 3.1.6 Note that for reasons of security, OCTA will not provide remote access or login to existing Pure Connect on-premise servers. However, OCTA Telecommunications will provide supervised desktop share access on a pre-scheduled basis to these servers throughout the project term.

4. CONSULTANT SERVICES, EFFORTS AND DELIVERABLES

Consultant shall provide the following as part of this engagement.

4.1 Project Management and documentation for all efforts necessary to successfully identify, design, configure, train, and deploy Genesys Cloud Voice. Draft or Example documents shall be provided as part of the RFP response, and any draft or example shall reflect the actual documents that shall be provided to OCTA during the project and as deliverables.

4.1.1 Project Plan showing project tasks, dependencies, and estimated durations.

4.1.2 List of Customer Requirements and tasks.

4.1.3 Templates or spreadsheets of the information needed from OCTA for configuration and deployment. I.E., what will OCTA be expected to provide Consultant to enable them to configure Interactive Voice Response (IVR), Call Flows, Queues, Call Treatments, Agents, Supervisors, Business Users, etc.

4.1.4 Detailed explanation and any forms/templates needed to obtain Agent/Supervisor Direct Inward Dial (DID)'s and Public Switched Telephone Network (PSTN) usage. All information shall be included in the response, rather than showing a web address or hyperlinks to Genesys website.

4.1.5 Detailed explanation and any forms/templates needed for OCTA to route calls from published OC ACCESS and ACCESS Eligibility numbers (which will not be ported to Genesys) to the Genesys Cloud Call Center. All information shall be included in the response, rather than showing a web address or hyperlinks to Genesys website.

4.1.6 All other requirements not listed above that shall be necessary for project success.

4.2 Software Interfaces and Reports – List and description of any necessary electronic interfaces between the new system and OCTA's network, to support Single Sign On, reporting, and for publishing/display of custom dashboard.

4.3 List including explanation of any necessary software that OCTA would need to install or provide for administrator, agent, supervisor, and business user access to Genesys Cloud. This includes all software utilities, report writers, workflow software, development tools, hardware drivers, etc., that may be required.

4.4 Annual Maintenance/Support – Description of annual maintenance/support and what is included and what is not covered by this annual service. Also include any customer requirements in regard to maintenance tasks that OCTA will need to perform.

4.5 Identify, Design, Configure, and Deploy – Describe the resources and services provided by Consultant and Genesys, clearly delineating which is responsible and the value-added services provided by Consultant. The intent is to provide OCTA with a clear understanding of Consultant's in-house resources and expertise and to understand which services are provided directly to Consultant and/or OCTA by Genesys itself.

4.5.1 Include a diagram or flow chart of the ordering process, with estimated timelines when orders for licenses, DID, PSTN plans, etc. are placed by OCTA.

4.6 Training – Provide a list of the training classes to be provided including the name of the course, course description, and length of class time needed. Include any customer requirements and any limits in regard to the number of participants.

4.6.1 System Administration/Familiarization shall be provided to OCTA Telecommunications. Hands-on and interactive is preferred for this course.

4.6.2 Supervisor/Business Users including reporting. Hands-on and interactive is preferred for this course.

4.6.3 Agents – Train the Trainer class

5 CONSULTANT TEAM

Consultant's personnel shall accept the following as part of this engagement.

5.1 Consultant's resources shall accept the condition that scheduling flexibility is required since OCTA's IS activities are driven by a combination of internal and external dependencies.

5.2 Consultant's resources shall work closely with OCTA IS PM to plan the expected work for each reporting/billing period. All project work shall be coordinated through the OCTA IS PM and the assigned OCTA Technical Lead.

5.3 Consultant's resources shall backup all work products onto an OCTA designated Teams SharePoint site. The intent is to create a collaborative work environment, providing visibility to work in progress.

5.4 Consultant may use offshore resources where appropriate; however, the OCTA IS PM shall be aware and approve of the use of offshore resources. Consultant assumes full responsibility for the quality of the resultant deliverables and the timeliness of their delivery.

5.5 All resources participating on Consultant's project team shall have sufficient comprehension of the English language to read, write, speak, and understand all job-related directions and discussions.

5.6 All communication shall be in English, including verbal and written.

5.7 Consultant's resources during the project, Initiation through Go-Live, unless otherwise agreed upon in advance by OCTA, shall be available from 7:00 am to 6:00 pm (Pacific Time), Mondays through Fridays, and on all U.S. working days. Post Go-Live, support hours shall reflect the purchased maintenance/support agreement.

5.8 Consultant's resources shall respond to voicemail, email, and text messages within a reasonable amount of time, but under no circumstances shall the amount of time exceed two (2) business days. If a deadline or 'respond by' date/time is indicated in a communication by OCTA, it shall be expected to be met unless it is considered unreasonable by Consultant. If so, Consultant shall immediately notify OCTA and provide a reasonable deadline that would need to be approved by OCTA.

6 BUSINESS NARRATIVES AND BUSINESS PROCESS FLOW DIAGRAMS

6.1 OCTA currently uses a Genesys PureConnect on-premise server based solution with AudioCodes M1000 providing dial-tone using Skype for Business Server 2019 for the OC ACCESS and ACCESS Eligibility call centers. Agents are a mix of on-site and remote agents. In 2023, 1,345,707 calls with a total usage of 71,692 hours were received and processed using Genesys Pure Connect with Skype for Business; note that a significant number of calls are transferred to external numbers for Same Day Taxi service. Help Desk support for moves, add, and changes is handled internally by OCTA's IS/Telecommunications staff with system support provided by authorized Genesys distributors and partners. No API integration with 3rd party applications is currently used or planned. Callers are provided with a basic menu when they call in and are transferred to internal call queues and then agents, or to external numbers based upon their menu selections. Although the current Genesys PureConnect version has additional capabilities for Chat and other Media queues/agents, there is no interest at this time to expand the basic call center functionality. Agents do make outbound PSTN calls and will continue to need this capability. Outbound call queues and Agentless Dialing are not currently configured, but inclusion of this is desired with the new platform. One hundred percent (100%) of calls made using Genesys are recorded, and OCTA has a three (3)-year retention period for these recorded calls.

6.2 Statistics showing monthly call volumes and usage for 2023

- 6.2.1 OC ACCESS and ACCESS Eligibility have recurring seasonal peaks each year.
- 6.2.2 A significant percentage of calls are transferred by the IVR to several external PSTN numbers outside of OCTA's network.
- 6.2.3 Current OCTA call capacity is 138 simultaneous call paths. However, in 2023, there was a max of 70-97 call paths in use during seasonal peak periods. More typically, max calls range from 25-65. However, due to the demographic profile of the OC ACCESS and ACCESS Eligibility callers, OCTA wants to prevent callers from being blocked or from experiencing busy signals.
- 6.2.4 See the included graph below for time-of-day call volume peaks for 2023.
- 6.2.5 Average talk time for Automatic Call Distribution (ACD) calls is 2.25 minutes.
- 6.2.6 Average duration for Outbound calls made by Agents is 1.5 minutes. Since currently Agentless Dialing and Outbound Queues are not in place with Genesys Pure Connect, no statistical information on average duration for calls made using these features is available.
- 6.2.7 OCTA currently has a mix of licensed 'named' and 'concurrent' agents and supervisors. A total of sixty-five (65) concurrent 'actively logged in' seats are requested for this project, with configured accounts of up to one hundred (100). Since OC ACCESS operates 24/7/365, multiple shifts of agents and supervisors are configured. The sixty-five (65) concurrent seats include ten (10) 'actively logged in' supervisor/business users with twenty (20) of these configured out of the one hundred (100) total. All one hundred (100) need DID's and inbound/outbound PSTN capability.

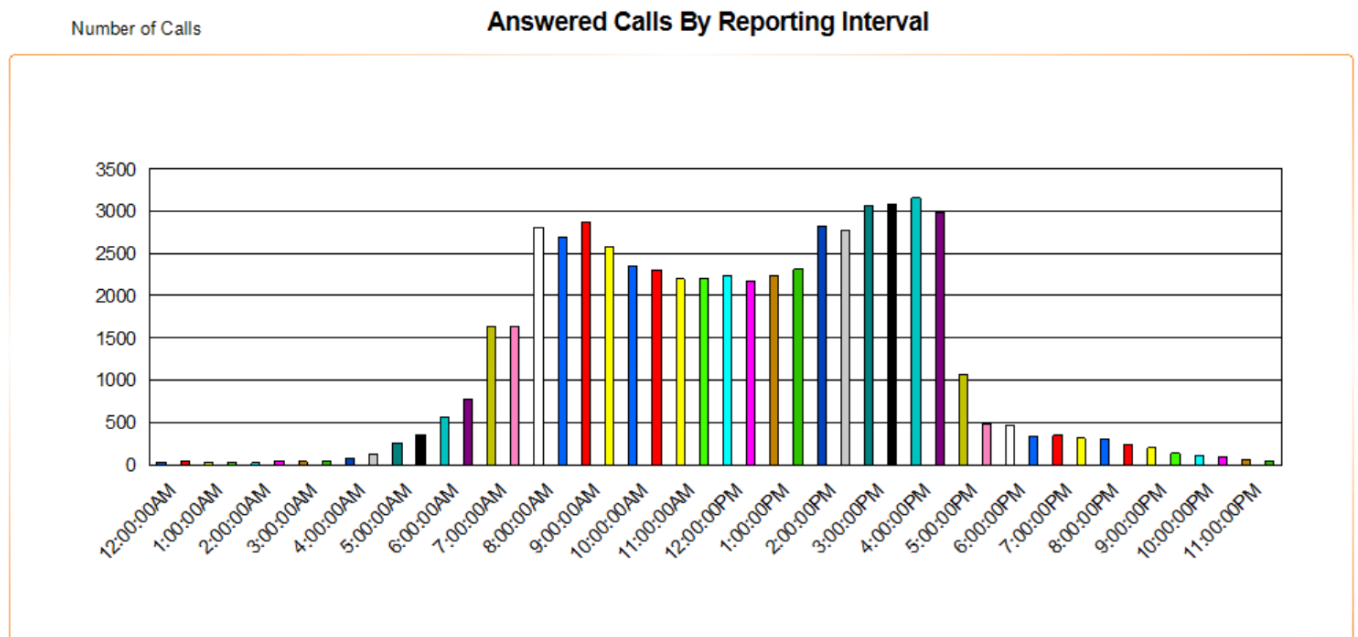
6.2.8 OCTA Telecommunications has two (2) staff who require system administrator access.

6.2.9 Monthly Call Totals for IVR and ACD

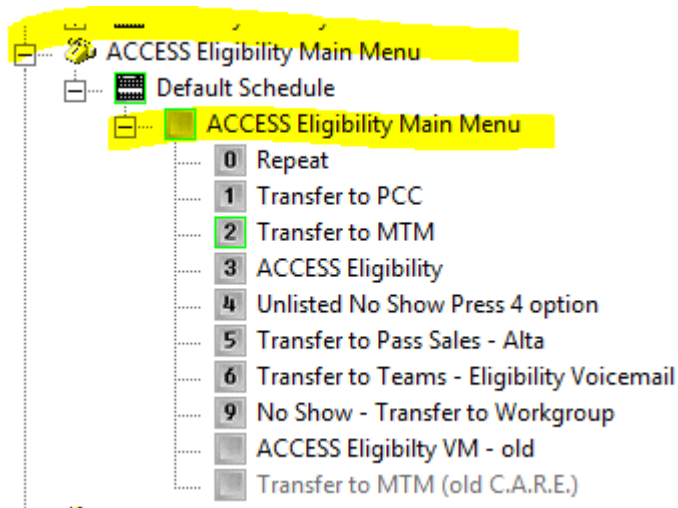
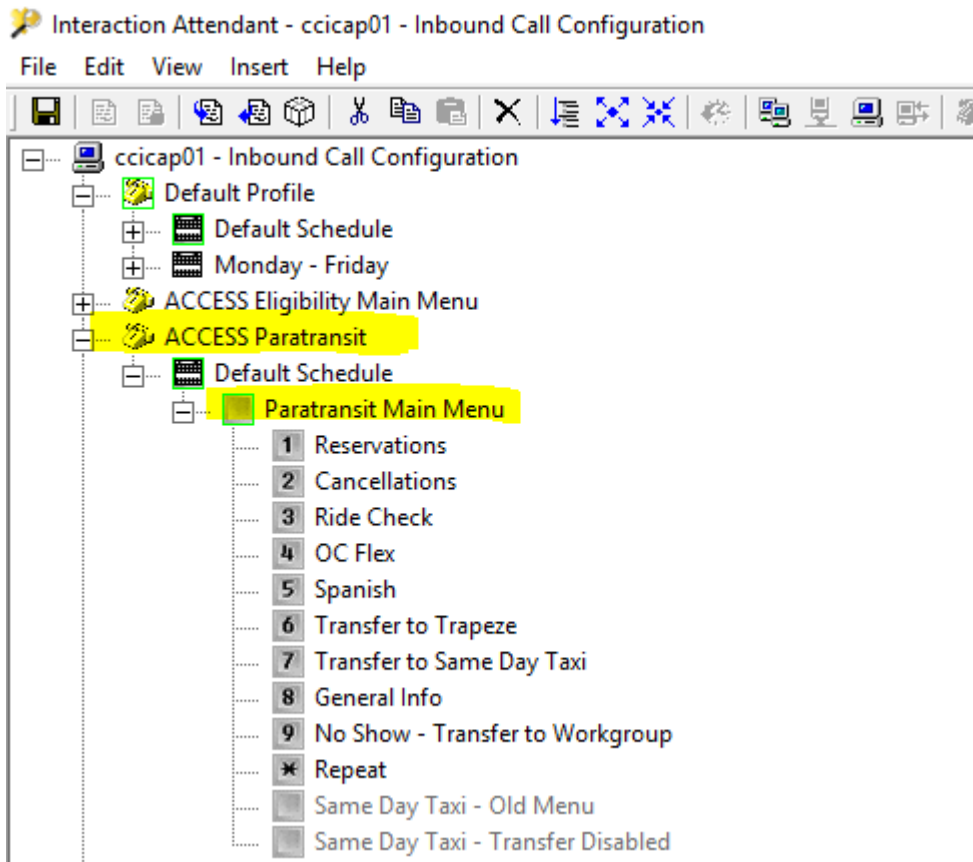
| Month | Total Calls | Total Usage (Hours) | Calls Entering ACD | Outbound Calls |
|----------------|-------------|---------------------|--------------------|----------------|
| January 2023 | 104,534 | 5880 | 60,660 | 20,898 |
| February 2023 | 104,262 | 5804 | 60,517 | 21,060 |
| March 2023 | 114,446 | 6232 | 66,789 | 22,481 |
| April 2023 | 106,181 | 5797 | 62,070 | 19,367 |
| May 2023 | 104,464 | 6336 | 65,101 | 13,926 |
| June 2023 | 100,277 | 5476 | 59,450 | 18,963 |
| July 2023 | 108,133 | 5742 | 62,870 | 20,724 |
| August 2023 | 119,240 | 6141 | 70,630 | 22,851 |
| September 2023 | 115,230 | 5952 | 70,012 | 21,420 |
| October 2023 | 132,559 | 6636 | 82,028 | 23,828 |
| November 2023 | 118,874 | 5843 | 74,486 | 21,760 |
| December 2023 | 116,507 | 5858 | 70,193 | 21,092 |

6.2.10 Call Volume Peak Times and Trends for 2023

Grand Total Sum All Queues:



6.2.11 Current Interaction Attendant Inbound Call Menus for OC ACCESS (titled ACCESS Paratransit in Attendant), and ACCESS Eligibility showing offered active/inactive Menu Selections. OC ACCESS Menu option 6 and 7 transfers the caller to external numbers. ACCESS Eligibility Menu options 2, 5, and 6 transfers the caller to external numbers.



6.2.12 Reporting that allows for these formulas which are used by OCTA and their OC ACCESS Contractor staffing the call center for service performance:

- Call Center Hold Times: an average monthly hold time within ninety (90) seconds and one hundred twenty (120) seconds.
- Call Center Hold Times: an average monthly hold time exceeding one hundred twenty (120) seconds.
- Call Center Maximum Hold Time: 94% - 96% of calls answered within five (5) minutes
- Call Center Maximum Hold Time: less than 94% of calls answered within five (5) minutes

6.2.13 Custom 'Marquee' Dashboard for OC ACCESS. This is published on a large wall mounted view screen/monitor in the physical Call Center located at OCTA's Irvine Construction Circle Base, providing 'at a glance' view of agents logged in, calls for each queue, and wait times for the agents and supervisors. The agents displayed only reflect agents available to take calls, not the number of agents logged in who are on breaks, assigned to non-ACD tasks, or in training.

| | | | | | |
|---------------------|-----------------|-------------------|----------------------|-----------------|---------------------|
| Reservation Agents | GenInfo Agents | RideCheck Agents | Cancellation Agents | Spanish Agents | Total Agents |
| 5 | 5 | 5 | 5 | 2 | 8 |
| Reservation Calls | GenInfo Calls | RideCheck Calls | Cancellation Calls | Spanish Calls | Total Calls Waiting |
| 0 | 0 | 0 | 0 | 0 | 0 |
| Reservation MaxWait | GenInfo MaxWait | RideCheck MaxWait | Cancellation MaxWait | Spanish MaxWait | MaxWait |
| 00:00 | 00:00 | 00:00 | 00:00 | 00:00 | 00:00 |
| Reservation AVGWait | GenInfo AVGWait | RideCheck AVGWait | Cancellation AVGWait | Spanish AVGWait | AVGWait |
| 00:00 | 00:00 | 00:00 | 00:00 | 00:00 | 00:00 |

6.2.14 Agentless Dialing is a new feature OCTA is seeking to deploy with Genesys Cloud Voice. The system shall allow for automated campaign calls on a nightly basis during a scheduled 'window' that will leave a message when the call is answered by a live person or their voicemail reminding clients of their scheduled ride the following day. It is preferred but not required that the outbound campaign make up to three (3) attempts to reach the client or their voicemail. Historical reporting shall be list the calls made that campaign indicating whether the call was answered by a live person, by voicemail, or no answer was received. Provide information on the method(s) available to upload the list of numbers to be dialed each campaign.

6.2.15 Outbound Queue Calls to Agents is a new feature OCTA is seeking to deploy with Genesys Cloud Voice. The system shall allow for outbound campaigns to replace the current manual method used by agents individually dialing clients. Similar features and reporting to the Agentless Dialing listed shall be provided with live callers placed in live agent queue.

7 CONTRACT TASKS

The following Tasks correspond to contractual payment schedule.

3. Task 1 – Project Planning and Management

Consultant shall designate a PM, who shall be the single point of contact for OCTA. All communications by Consultant's project team to OCTA shall either be routed through or copied to the Consultant PM.

The following administrative project documentation, deliverables, and actions shall be produced, maintained, and made available by Consultant each week for OCTA to ensure accuracy and completeness. Adequate time shall be allotted within the schedule for: OCTA's review of project documentation, revisions to be made by Consultant, and final approval by OCTA (including potentially the Project Sponsor, when applicable) prior to the deadline of each document and deliverable. Upon approval, work shall be authorized.

1.1 Project Schedule. OCTA's preference is to use Microsoft (MS) Project 2019. The schedule shall identify all tasks in sufficient detail (durations for each detailed task shall not be greater than five (5) business days, unless approved by the OCTA PM). Tasks shall be grouped by project phase and shall include all the relevant deliverables, and project milestones. The tasks shall identify Resources (and Owners if applicable), Start- and End-Dates, Duration of tasks, and Predecessor relationships (whenever applicable). The schedule shall indicate the tasks for which OCTA is responsible.

The project schedule shall incorporate OCTA-specified modifications, including duration and start-date modifications, as necessary, to align with their regular work-day activities, business cycles, holidays, and other work-day constraints for specific OCTA personnel who shall be assigned to work on this project.

Upon approval of the project schedule, it shall be baselined to permit identification of future modifications to the schedule. The project schedule shall be updated weekly by Consultant's PM to accurately identify percent (%) of work complete, or % effort complete (whichever is applicable).

The applicable costs/fees shall be identified on the project schedule in a "Budget" column. "Amendment # 'x'" columns shall be added, as necessary, to reflect any amendments established during the project lifecycle. "Invoice # 'x'" columns shall be added, as necessary, for each project invoice. The amounts reflected within these columns shall align with the invoicing payment schedule to accurately

reflect monies due based on % Complete or Milestone (whichever is applicable). Payments shall be reconciled against the project schedule. All invoices shall be accompanied by a current project schedule to show the monies due tie to the project schedule.

- 1.2 **Roles and Responsibilities (R&R) Matrix.** This matrix shall be structured in the form of a RACI (Responsible, Accountable, Consulted, Informed), including Resource Name, Title, Role, Billable Hourly Rate (if applicable per contact terms), and % Allocation to the project. Each project document and deliverable shall be identified in the RACI by phase. This matrix shall also clearly define Consultant's lines of communications during the project. The OCTA R&R Matrix template can be used if Consultant does not have a standardized RACI.
- 1.3 **Change Orders.** If there are any modifications to Scope, Resources, Budget, or Schedule, Consultant shall submit those requests and obtain approval from OCTA in advance of the work being initiated. The Change Orders shall reflect all additions, deletions, or modifications. Consultant shall 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.
- 1.4 **Issues, Risks, Action Items, Bugs, Future Enhancements Log (aka Item Log).** The log shall 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 shall be quantified (Occurrence: probability / impact; Control: effective / efficient) in a Risk Assessment. The OCTA MantisHub application (preferred) or Item Log template shall be used, unless approved by the OCTA PM.
- 1.5 **Project Status Reports.** Submitted to OCTA twice each month (and more frequently if the project is off-schedule, off-scope, or off-budget) it shall be received by noon (Pacific Time) on the Friday it is due. The format for progress reporting can be in Consultant's format. The OCTA Project Status Report template can be used if Consultant does not have a standardized Status Report. However, the following elements shall 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 (1) 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) to two (2) weeks.
 - **Tasks Completed** during the reporting period.

- *Tasks 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, deliverables, 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, deliverables, or milestones. The risk shall be noted, potential solution(s) identified, and action required for resolution, and duration required.
- 1.6 Consultant's project team shall co-lead the **Kick-Off meeting** with OCTA's PM. This shall be scheduled to occur after the signing of the contract and the acceptance of the project schedule.
- Consultant's identified team members or their alternates shall attend the meeting, unless approved by the OCTA PM. Consultant's PM shall 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.
- 1.7 Consultant's PM will co-lead the ongoing **Project Meetings, including the Kick-Off Meeting, and Status Meetings** with OCTA's PM. The meetings shall be held at OCTA's facility in Orange, California, but Consultant's team may attend the meeting by tele-conference and WebEx. The purpose of the meetings shall 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 OCTA's project team shall occur once every month to discuss project progress. Project Status Meetings with Key Stakeholders and Management frequency shall be determined at the Kick-Off Meeting, and frequency may change as deemed necessary by the OCTA PM and agreed upon with Consultant PM to ensure project progresses. Attendance shall be taken at each meeting.
- 1.8 **Meeting Agendas.** The content shall include a list of topics, start- and end-time for each topic, presenter, follow-up items from previous meetings.
- 1.9 **Meeting Minutes.** The content shall include a summary of the discussion, decisions, and action items. Minutes shall be distributed after the meeting to the meeting attendees (within one (1) business day).

- 1.10 **Ancillary Project Deliverables.** Detailed examples of any/all project-specific deliverables that shall be produced by Consultant during the project engagement shall be provided to OCTA in advance of the start of project to permit OCTA adequate time to assess the reasonableness of the content and approve the format and proposed content.
- 1.11 **Documentation Repository.** OCTA shall establish a MS Teams site for the project, to which Consultant shall have guest access. All 'master' versions of documentation shall be posted to this site by Consultant. The documents shall be 'checked-out, and 'checked-in' to provide control, versioning, and collaboration during the process of drafting the documentation. The project documentation shall always be maintained within the Repository.
- 1.12 All **Deliverables / Documentation** shall be submitted to OCTA in digital formats that are compatible with the OCTA Microsoft Office suite, or as approved by the OCTA PM.

Objectives

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

Deliverables

- 1.1 Project Schedule
- 1.2 Project Milestones
- 1.3 Roles and Responsibilities Matrix
- 1.4 Change Orders
- 1.5 Item Log
- 1.6 Project Status Reports
- 1.7 Kick Off Meeting
- 1.8 Various Meetings
- 1.9 Meeting Agendas
- 1.10 Meeting Minutes
- 1.11 Ancillary Project Deliverables
- 1.12 Documentation Repository
- 1.13 Documentation Formats

4. Task 2 – Requirements Gathering

Consultant shall gather and document OCTA requirements, including use-cases, from OCTA personnel to ensure the Genesys Cloud Voice system is configured in a way that meets the needs of OCTA's OC ACCESS and ACCESS Eligibility Call Centers' and the needs of the ACCESS callers.

Business Analysis Joint Application Development (JAD) sessions shall be conducted to gather the **Requirements Documentation**. Consultant shall use these sessions to discuss and review any customer data collection forms and information OCTA needs to provide. This includes both the functional and the non-functional requirements. The JAD session shall 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 shall describe the problem, business case, process, and procedures (input, process, output), data model, and any other pertinent information. The ultimate deliverable shall provide the business solution that shall be used for the Build/Configuration, and by the Test Team. The final Requirements deliverable shall be approved by the OCTA Business and Technical teams.

Objectives

1. Consensus between Consultant, CTS, and IS department representatives.
2. Complete, prioritized list of features, functions, and requirements.
3. Define all business rules that apply to Genesys Cloud Voice Call Center.
4. Define the business processes and procedures, including workflow routing, alerts, notifications.
5. Define the licensing assignments, including for Cloud Voice PSTN (DID, inbound/outbound PSTN, etc.).
6. Define the IVR and specific menus and internal/external transfers for each of the two (2) call centers.
7. Define voicemail for individuals and group voicemail for ACCESS Eligibility.
8. Define the workgroups/call queues, roles, and agent skills, for both Inbound and Outbound ACD and Agentless/Outbound dialed calls.
9. Define Agentless and Outbound Queue to Agent Dialing Campaigns, including upload method for phone numbers to be dialed each campaign, and reporting. Define all call flows, from initiating call through to end of call, including caller experience while on hold, and how to update/change Music On Hold recorded announcements.
10. Define agent user screen views to create a standard template for each of the two (2) call centers.
11. Define supervisor user workspaces and views to create one (1) standard template for all supervisors and business users.
12. Define the reports and filters needed for each of the two (2) call centers, including how to derive the specific report Hold and Max Hold time formulas used by OCTA.
13. Define the custom Dashboard for OC ACCESS.
14. Define migration/copy and access of legacy PureConnect Call Recordings.
15. Define Genesys Cloud Call Recordings, storage and retention and exportability of files and metadata.
16. Define post-Go Live Maintenance and Support.
17. Define Training.
18. Documentation that can be used during Configuration/Build and Testing.

Deliverables

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

5. Task 3 – Design

Design workshop meetings shall be conducted during the Design Phase. Prior to each meeting, Consultant shall submit design documents for discussion, review and approval that includes the design and other information required for the review, including architecture topology diagram, data flow diagram, network diagrams, and security diagrams.

Unless Consultant proposes an alternate approach, which is acceptable to OCTA, design review shall be divided into three distinct stages:

- 3.1 Initial Design
- 3.2 Preliminary Design
- 3.3 Final Design Review and Approval

3.1 Initial Design

The primary objectives of the Initial Design workshop meeting(s) shall be to acquaint OCTA with Consultant's intended design and procurement activities, resolve questions, potential issues, and decision points discovered during Requirements Gathering, and provide the basis for proceeding to Preliminary Design. Consultant's staff shall work closely with OCTA to accurately complete the application implementation and configuration, as well as all related services. Consultant shall also answer remaining questions posed during Requirements Gathering. All decisions shall be documented. At a minimum, completion of the Initial Design stage shall accomplish the following Objectives:

- 3.1.1 Confirm Consultant's management team and staffing roles, as well as identifying the work to be performed by Genesys or subcontractors rather than the Primary Consultant firm.
- 3.1.2 Confirm OCTA's Team staff and their roles, as well as identifying the work to be performed by OCTA.
- 3.1.3 For the Objectives identified and defined in Task 2, provide narrative and where applicable, Visio or other documentation that describes and otherwise explains to OCTA the design and solutions proposed by Consultant.
- 3.1.4 Provide a list of information needed and decisions required from OCTA and identify which are pre-requisites or precursors to the project tasks (where applicable) and project milestones, including deadlines where delays will impact the overall project's proposed completion date.

- 3.1.5 Ensure that all tasks needed to ensure Genesys Voice (DID, inbound/outbound PSTN, etc.) are discussed and included. As listed in Requirements, OCTA requires a fully cloud solution.
- 3.1.6 Provide a list of any priority dates where slippage may impact project schedule. (expiration dates, order dates, etc.)
- 3.1.7 Provide diagrams showing functionality and interfaces between System Components and elements, such as OCTA's systems (if any), that are not to be provided by Consultant, but which will affect the system provided by Consultant.

Deliverables:

3.1 Design Documentation and Project Documents meeting these objectives.

3.2 Preliminary Design Review.

The Preliminary Design Review is designed to fine tune and complete any remaining questions or decisions needed for the Final Design and to confirm the adequacy of the selected design approach. At a minimum, the Preliminary Design Review shall include:

- 3.2.1 Review and discussion of the Design Documentation and Project Documents deliverables created as a result of the Initial Design Review.
- 3.2.2 Detailed technical descriptions of the major components/modules of Genesys Cloud Call Center and Genesys Cloud Voice's, allowing a thorough understanding of the implementation of the proposed design.
- 3.2.3 Software system level flow charts or Visio Diagrams, if applicable. Software data backup and recovery procedures.

3.2 Objectives:

- Review and confirm all requirements to meet the Objectives listed in the Requirements Gathering Tasks have been included and any actions needed to accomplish are part of the Design and Project Plan.
- Understanding and consensus between Consultant and OCTA on the proposed Design, Project Plan, Deployment Plan and Schedule.

3.2 Deliverables:

- Updated Design Documentation and Project Documents

3.3 Final Design Review.

The Final Design Review shall be conducted to review 3.2 Deliverables for completion and consensus for Configuration/Build when detailed design is complete. The Final Design Review shall determine whether the detailed design shall conform to the design requirements. Data submitted for the Final Design

Review shall 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 shall include:

- 3.3.1 Latest revisions of the drawings and documentation submitted for the Preliminary Design Review.

Objectives:

- Final Review prior to Configuration/Build and Testing.

Deliverables:

3.3 Updated **Design and Project Documentation**

3.4 Security – Review Attachment A: OCTA's Preferred Standards & Practices

Consultant's technical staff shall work with OCTA's security and project team to review security requirements in the new hosted environment.

Where necessary, Consultant's technical staff shall assist in evaluating Consultant architecture and configuration as related to security and ACCESS.

All website access and URLs shall use https.

Deliverables:

3.4 Approval of the Final Design from OCTA Cyber Security Team

6. Task 4 – Configuration / Build

- 4.1 Consultant shall customize and configure the approved final design for Genesys Cloud Voice. Any and all changes shall be reviewed with OCTA and documented.
- 4.2 As part of the Configuration/Build, core functional testing to validate the completed configuration shall be performed by Consultant prior to release to OCTA, and list of issues/resolutions provided to OCTA's PM and Technical Lead.
- 4.3 OCTA shall provide the requested information to Consultant and perform the tasks assigned in the Final Design and Project Documentation.

Objectives

- Perform configuration Design/Build to meet the Requirements Objectives per the approved Final Design and Project Documentation.
- Fully configured, installed and operational solution tested successfully before release to OCTA for User Acceptance Testing (UAT) and training.
- Complete Genesys Cloud Voice configuration and set up such that during OCTA testing, assigned DIDs and inbound/outbound call routing is fully functional.

Deliverables

- Fully configured, ready for OCTA Testing and Training, Genesys Cloud Voice Call Center solution per the approved Final Design and Project Documentation.
- Documented System Configuration, including deviations and changes to the approved Final Design and Project Documentation.

7. Task 5 – Test

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

5.1 Test Plan

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

- 5.1.1 The **Testing Plan** shall 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.
- 5.1.2 The testing shall include unit-, system-, integration-, load-, stress-, functional-, non-functional-, device-, and network-testing.
- 5.1.3 Testing may include backup and restore, and disaster recovery procedures.
- 5.1.4 Consultant's technical members shall assist OCTA project staff as needed, to complete all UAT.

5.2 Test Cases

The Test Cases are a set of conditions or variables under which a Tester shall 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 shall include a Description, any assumptions or pre-conditions, the steps, and the expected result.

User Acceptance Testing (UAT)

OCTA shall conduct UAT of all system functionality. Consultant shall be responsible for supporting the UAT efforts, including:

- Clarifying system functionality.
- Troubleshooting and correcting errors 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 shall 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.

Deliverables:

- 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.

8. Task 6 – Train

- 6.1 Consultant shall develop a **Training Plan** for the entire project. The Training Plan shall 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 shall be used (videos, manuals, classes, etc.).
- 6.3 **Training Documentation** shall be provided that is comprehensive of the system features and functionality for the specific use by OCTA Users in OCTA environment. Detailed manuals, outlines, lesson plans, shall be submitted for approval. Instruction shall be designed to be comprehensive of the equipment, and the system features and functionality. The documentation shall be provided in both digital and print format. These manuals shall describe and explain all features and functions of the application, how to use the application, and some common troubleshooting techniques.
- 6.4 As listed in Consultant Services, Efforts, and Deliverables, Consultant shall be required to provide training for IT (technical training) and System Administration. Consultant shall also provide end-user training to both OCTA and OCTA contracted employees. Where Train the Trainer training is used, this shall be explicitly called out. Any limits in regard to attendees and number of training sessions shall be clearly stated to the Project Team.
- 6.5 Training sessions, whether in-person at OCTA's administrative offices in Orange, California or as Teams Meeting or Zoom, shall be agreed upon in advance with OCTA.

Objectives:

- Ensure that OCTA project team and the system administrators understand how to manage, maintain, use, and support all technology components involved in Consultant's solution.
- Provide training per the agreed upon classes to OCTA staff and contractors.
 - System Administration/Familiarization Class to be provided to OCTA Telecommunications. Hands-on and interactive is preferred for this course.
 - Supervisor/Business Users Class including reporting. Hands-on and interactive is preferred for this course.
 - Agents – Train the Trainer class
 - End-User Training for OCTA's system users.

Deliverables:

- Training Plan that denotes the people providing the training, 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.
- Training Documentation, including manuals, outlines, lesson plans, etc., either paper or digital, for each training session.
- Training Classes per the approved Final Design.

9. Task 7 – Deploy

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

7.1 Go-Live Assessment

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

Objectives:

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

Deliverables:

7.1.1 Readiness Assessment Report.

7.1.2 Draft of **Deployment Plan**.

7.2 Go-Live Plan

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

Consultant and OCTA PM shall work with the project teams to draft an appropriate **Schedule** that includes the following: tasks, durations, resources, start- and end-times, status reporting, and validation (to ensure the deployment was completed successfully). This shall be included within the Deployment Plan.

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

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

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

Objectives:

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

Deliverables:

- 7.2.1 Approved **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.

7.3 Go-Live / Deployment

Execute the Deployment plan with OCTA per the Go-Live Schedule. Consultant shall have technical staff familiar with the Configured Final Design and capable of troubleshooting/resolution of issues, available for support 7:00 am – 6:00 pm, Pacific Time, on the first two (2) days of Go-Live.

Objectives

- Deploy Configured and Tested Final Design to production environment.
- Consultant staff provided to OCTA for Go-Live Support.

Deliverables

- Production environment solution installed and configured addressing all approved Final Design requirements.
- Consultant Staff for Go-Live Support

7.4 Final Acceptance

Consultant shall assist OCTA in evaluating results of UAT Tests, Go-Live, and Training. Based on the outcome of this evaluation, changes to final design, or to training, or final documentation may be made.

Objectives:

- Evaluate results of UAT Tests, Go-Live, and Training.
- Summarize processes that did not yield desired results.
- Review and prioritize pending defects.
- Decide upon changes and/or corrections needed to achieve desired results.
- Completion and sign-off on UAT testing.
- Completion and sign-off on Training Classes.
- Identification of required action items for project completion.

Deliverables:

- Updated System Documentation (based on deployment revisions).
- Updated Items Log that with any remaining defects that must be addressed.
- Deployment Acceptance.

10. Task 8 – Post-Deployment Support/Warranty

Consultant shall warrant their design and configuration and provide system maintenance and support. Following system acceptance of the application, Consultant shall warranty their work to conform to requirements set forth in this Scope of Work, for a minimum of thirty (30) days after Go-Live. Consultant shall correct and repair, at no cost to OCTA, 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 OCTA's satisfaction. Go-Live constitutes the date when the solution is formally accepted in writing and ready for deployment in OCTA's production environment.

- Defects and issues previously reported during testing shall be fixed to OCTA'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 OCTA and Consultant to proceed with the Go-Live in production to allow 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 shall be provided to commence the warranty period after all remaining issues have been fixed by Consultant and accepted by OCTA.
- Consultant shall provide Help Desk Services to troubleshoot and resolve system issues or questions. Consultant shall provide a support phone number and website where issues can be raised, documented, managed, and monitored, and support tickets tracked.

Objective

- Initial warranty on work performed and on-going support on the business application.
- Resolution of any defects and issues previously reported or found during Go-Live.

Deliverables

- Help Desk contact information, web-based tracking tool, Help Desk services and software fixes, where appropriate.
- List of defects/issues and plan of action for resolution added to Project Documentation

LIMITATION ON GOVERNMENTAL DECISIONS

Nothing contained in this scope of work permits Consultant's personnel to authorize or direct any actions, votes, appoint any person, obligate, or commit OCTA to any course of action or enter into any contractual agreement on behalf of OCTA. 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 OCTA personnel, counsel, and management.

OCTA Information Systems Preferred Standards & Practices

3rd Party Non-OCTA Managed Environments

1. The Contractor shall maintain network security and confidentiality, while providing the required software and monitoring tools to ensure the network remains compliant with security standards including:
 - 1.1. Appropriate administrative, technical, and physical safeguards designed to protect against Information Security events; including regular security assessments made available upon request
 - 1.2. Compliance to the standards of applicable Data Protection Laws
 - 1.3. Compliance to procedures for Change Management, patching, disaster recovery, and backups
 - 1.4. Provision of written Information Security policies for OCTA upon request
 - 1.5. If required, OCTA staff shall be provided remote access to vendor-maintained data, during the contract lifetime. Upon contract completion all OCTA data shall be returned
2. Applications, data, and log backups shall NOT be maintained on the same physical media as the originals
3. Authorized users shall only access the systems using an authenticated, role-based login and be uniquely authenticated using a strong password policy
 - 3.1. All remote access shall be limited, documented, and protected to the greatest extent possible
4. Only privileged accounts may access and use tools with administrative capabilities, to conform to the concept of least privilege
5. The Contractor shall provide the capability to log and track user activities
6. The Contractor shall provide the capability to log and track changes to applications, databases, and operating systems
7. The Contractor shall use strong encryption methods such as Advanced Encryption Standard (AES) and/or Rivest Shamir Adelman (RSA), or an equivalent.
 - 7.1. Sensitive data shall be protected, both in transit and while at rest
8. When using File Transmission Protocol (FTP), the Contractor shall utilize Secure File Transmission Protocols (SFTP) for the transfer of sensitive data and/or files via interfaces and portals
9. Physical destruction or degaussing of all media storage devices that retained OCTA data shall be done before releasing the media outside of the control of the Contractor.
10. The Contractor shall immediately notify the OCTA Cyber Security team in the event (potential or real) of any incident/event resulting the loss (potential or real) of revenue, data, or security breach has occurred
11. The Contractor shall use physical and environmental security to protect all information systems and media

If Applicable

1. The Contractor shall NOT use 3rd parties unless approved by OCTA in writing and the authorization maintained by the Contractor
2. Payment Card Industry Data Security Standard (PCI DSS) Compliance
 - 2.1. No PCI data shall be shared with those not authorized to view or access it

- 2.2. The Contractor shall ensure that no cardholder data, such as Credit Card numbers or card verification value data, is stored unless properly protected
- 2.3. The Contractor shall be compliant with the PCI DSS for a Level 2 merchant or the appropriate merchant level as defined by the PCI Security Standards Council
- 2.4. The Contractor shall provide PCI Attestation of compliance by either a qualified Internal Security Assessors (ISA) or independent Qualified Security Assessors (QSA), or as required by PCI DSS
- 2.5. Quarterly vulnerability scans shall be conducted by an approved scanning vendor; including annual internal and external penetration testing results and annual Security Assessment Questionnaires (SAQs)
- 3. Health Insurance Portability and Accountability Act (HIPAA) Compliance
 - 3.1 No HIPAA data shall be shared with those not authorized to view or access it
- 4. Personally Identifiable Information (PII) Compliance
 - 5. 4.1 The Contractor shall remain in accordance with California statutes, OCTA's privacy policy, and National Institute of Standards and Technology (NIST) best practices for general information security
 - 6. 4.2 No PII shall be shared with those not authorized to view or access it
 - 7. 4.3 The Contractor shall remain vigilant towards the protection of the confidentiality of PII in accordance with OCTA's privacy policy and California Civil Code Section 1747.08

EXHIBIT B: PRICE SUMMARY SHEET

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 4-2140

Enter below the proposed price for each of the tasks described in Exhibit A – Scope of Work. Prices shall include direct costs, indirect costs, and profits. The Authority's intention is to award a firm-fixed price contract for an eighteen (18)-month term.

| Task | Description | Firm-Fixed Price |
|-------------|----------------------------------|-------------------------|
| 1 | Project Planning and Management | \$ _____ |
| 2 | Requirements Gathering | \$ _____ |
| 3 | Design | \$ _____ |
| 4 | Configuration/Build | \$ _____ |
| 5 | Test | \$ _____ |
| 6 | Train | \$ _____ |
| 7 | Deploy | \$ _____ |
| 8 | Post-Deployment Support/Warranty | \$ _____ |
| | Total Firm-Fixed Price | \$ _____ |

The undersigned, upon acceptance, agrees to provide the service in accordance with the terms, conditions, and requirements as contained in RFP 4-2140 and the supporting documents for all prices proposed.

1. I acknowledge receipt of RFP 4-2140 and Addenda No.(s) _____
2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL ADDRESS

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-4-2140

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective this ____ day of _____, 2024 ("Effective Date"),
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 "CONSULTANT").

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONSULTANT to provide a Genesys Cloud
Voice Call Center Solution system; and

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

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

WHEREAS, CONSULTANT wishes to perform these services.

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and CONSULTANT
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 CONSULTANT 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.

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

EXHIBIT C

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

Names**Functions**

17
18
19
20
21 C. No person named in paragraph B of this Article, or his/her successor approved by
22 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or
23 level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should
24 the services of any key person become no longer available to CONSULTANT, the resume and
25 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as
26 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

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

ARTICLE 5. PAYMENT

A. For 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 firm-fixed price basis in accordance with the following provisions.

B. The following schedule shall establish the firm-fixed payment to CONSULTANT by AUTHORITY for each work task set forth in the Scope of Work. The schedule shall not include any CONSULTANT expenses not approved by AUTHORITY, including, but not limited to reimbursement for local meals.

| <u>Tasks</u> | <u>Description</u> | <u>Firm-Fixed Price</u> |
|---------------------------------------|----------------------------------|-------------------------|
| 1 | Project Planning and Management | \$.00 |
| 2 | Requirements Gathering | \$.00 |
| 3 | Design | \$.00 |
| 4 | Configuration/Build | \$.00 |
| 5 | Test | \$.00 |
| 6 | Train | \$.00 |
| 7 | Deploy | \$.00 |
| 8 | Post-Deployment Support/Warranty | <u>\$.00</u> |
| TOTAL FIRM-FIXED PRICE PAYMENT | | <u>\$.00</u> |

C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. Percentage of work completed shall be documented in

EXHIBIT C

1 a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted
2 by CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by
3 AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to
4 make full payment for any task listed in paragraph B of this Article until such time as CONSULTANT has
5 documented to AUTHORITY's satisfaction, that CONSULTANT has fully completed all work required
6 under the task. AUTHORITY's payment in full for any task completed shall not constitute AUTHORITY's
7 final acceptance of CONSULTANT's work under such task; final acceptance shall occur only when
8 AUTHORITY's release of the retention described in paragraph D.

9 D. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations
10 under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice
11 submitted for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and shall
12 be paid to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless AUTHORITY
13 elects to audit CONSULTANT's records in accordance with Article 16 of this Agreement. If AUTHORITY
14 elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar days of
15 completion of such audit in an amount reflecting any adjustment required by such audit. During the term
16 of the Agreement, at its sole discretion, AUTHORITY reserves the right to release all or a portion of the
17 retained amount based on CONSULTANT's satisfactory completion of certain milestones.
18 CONSULTANT shall invoice AUTHORITY for the release of the retention in accordance with Article 5.

19 E. 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-4-2140;
- 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);
retention;

5. Monthly Progress Report;

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

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

ARTICLE 6. MAXIMUM OBLIGATION

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

ARTICLE 7. NOTICES

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

/

/

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Rhea Aninzo

Title:

Title: Associate Contract Administrator

Phone:

Phone: (714) 560-5650

Email:

Email: raninzo@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,

EXHIBIT C

1 Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with
2 a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000
3 Products/Completed Operations aggregate;

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

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

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

10 B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy
11 blanket additional insured endorsement, designating AUTHORITY, its officers, directors and employees
12 as additional insureds on general liability and automobile liability, as required by Agreement. Proof of
13 insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective
14 date of the Agreement and prior to commencement of any work. Such insurance shall be primary and
15 non-contributive to any insurance or self-insurance maintained by AUTHORITY. Furthermore,
16 AUTHORITY reserves the right to request certified copies or review all related insurance policies, in
17 response to a related loss.

18 C. CONSULTANT shall include on the face of the certificate of insurance the
19 Agreement No. C-4-2140 and, the Associate Contract Administrator's Name, Rhea Aninzo.

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

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

26 /

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 4-2140; (3) CONSULTANT'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 CONSULTANT as described in the Scope of Work. If any such work suspension or change causes an increase or decrease in the price of this Agreement, or in the time required for its performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its claim for adjustment within ten (10) calendar days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT from proceeding immediately with the Agreement as changed.

ARTICLE 12. DISPUTES

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

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

ARTICLE 13. TERMINATION

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

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

ARTICLE 14. INDEMNIFICATION

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

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by

EXHIBIT C

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

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

Subcontractor Name/Addresses**Subcontractor Amounts**

\$.00

\$.00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

ARTICLE 17. CONFLICT OF INTEREST

A. CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict

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

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

13 **ARTICLE 18. CODE OF CONDUCT**

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

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

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

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

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

26 /

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

1 any professional publication, magazine, trade paper, newspaper, seminar or other medium without the
2 express written consent of AUTHORITY.

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

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

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

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

1 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and
2 copyright indemnity thereto.

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

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

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

19 **ARTICLE 26. HEALTH AND SAFETY REQUIREMENT**

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

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

23 CONSULTANT shall not make, participate in making, or use its position to influence any
24 governmental decisions as defined by the Political Reform Act, Government Code section 8100 et seq.,
25 and the implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq.
26 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.

ARTICLE 28. FORCE MAJEURE

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

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CONSULTANT

ORANGE COUNTY TRANSPORTATION AUTHORITY

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 FORM

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 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:
