REQUEST FOR PROPOSALS (RFP) 4-2519

MARKETING & PUBLIC SENTIMENT ANALYSIS TOOL

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

<u>**Key RFP Dates**</u>

Issue Date:	**September 19, 2024**
Question Submittal Date:	**September 23, 2024**
Proposal Submittal Date:	**October 15, 2024**
Interview Date:	**November 5, 2024**

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OCTA

September 19, 2024

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 4-2519: "MARKETING AND PUBLIC SENTIMENT ANALYSIS TOOL"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide a ready-made, off-the-shelf analytics solution that enables data-driven decision making for marketing, communications, and outreach. The budget for this project is 175,000 for a one (1)-year term.

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

Proposals must be submitted, electronically, through the following URL link: http://www.octa.net/Proposal Upload Link, at or before the deadline of **2:00 p.m. on October 15, 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 4-2519**" 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 4-2519, 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:	Commodity:
Marketing, Advertising & Media Services	Advertising - Public Relations
	Advertising Agency Services
	Communications Marketing Services
Professional Services	Market Research
	Networking Services (Including Installation and Maintenance)
	News Media
	Telecommunications Systems (Telephone, Radio, etc.) - Architectural
	Web Page Development & Management Services

The Authority has established November 5, 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:

> Daniel Crymes, Senior Contract Administrator
> Contracts Administration and Materials Management Department
> 600 South Main Street
> P.O. Box 14184
> Orange, CA 92863-1584
> Phone: 714.560.5077, Fax: 888.404.6282
> Email: dcrymes@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 D.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2.   **Submitting Requests**

a.   All questions must be put in writing and received via email at dcrymes@octa.net no later than 5:00 p.m., on September 23, 2024.

b.   Requests for clarifications, questions, and comments must be clearly labeled, "Written Questions RFP 4-2519", 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 September 30, 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:	Commodity:
Marketing, Advertising & Media Services	Advertising - Public Relations
	Advertising Agency Services
	Communications Marketing Services
Professional Services	Market Research
	Networking Services (Including Installation and Maintenance)
	News Media
	Telecommunications Systems (Telephone, Radio, etc.) - Architectural
	Web Page Development & Management Services

Inquiries received after 5:00 p.m. on September 23, 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 October 15, 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 4-2519**" 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 have a one (1)-year 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 7920.000 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

If a Proposal does include "confidential" or "proprietary" markings and the Authority receives a request pursuant to the Act, the Authority will endeavor (but cannot guarantee) to notify the Offeror of such a request. In order to protect any information submitted within a Proposal, the Offeror must pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information. The Authority generally does not consider pricing information, subcontractor lists, or key personnel, including resumes, as being exempt from disclosure under the Act. In no event shall the Authority or any of its officers, directors, employees, agents, representatives, or consultants be liable to 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

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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 Daniel Crymes, Senior Contract Administrator and must, at a minimum, contain the following:

a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.

b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.

c. Acknowledgement of receipt of all RFP addenda, if any.

d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.

e. Signature of a person authorized to bind Offeror to the terms of the proposal.

f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. **Technical Proposal**

a. **Qualifications, Related Experience and References of Offeror**

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

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

Offeror to:

(1)   Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; and number of employees.

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

(3)   Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.

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

(5)   Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.

(6)   Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

b.   Proposed Staffing and Project Organization

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

Offeror to:

(1)   Identify key personnel proposed to perform the work and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.

(2)   Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.

(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.

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.

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B) and furnish any narrative required to explain the prices quoted in the schedules.

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   30%

Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience, and technical competence of subcontractors; assessment by client references.

2.   Staffing and Project Organization   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   25%

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

4.   Cost and Price   20%

Reasonableness of the 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 November 5, 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.

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

Marketing and Public Opinion Analytics Platform

1. **BACKGROUND**

   The Orange County Transportation Authority (OCTA) is the county transportation planning commission responsible for funding and implementing a balanced, multimodal transportation system serving Orange County's 34 cities and 3.2 million residents. OCTA's mission is to keep Orange County moving through transit, highways, freeways, express lanes, active transportation, and sustainability programs.

   As the primary provider of public transportation, OCTA operates fixed-route bus service, paratransit, micro transit, future streetcar service, and oversees Metrolink commuter rail service in Orange County. OCTA is converting to a 100% zero-emission bus fleet by 2040, including hydrogen fuel-cell battery and plug-in battery-electric buses.

   OCTA also owns and operates the 91 and 405 Express Lanes toll facilities and 405 Express Lanes. OCTA partners with California Department of Transportation (Caltrans) to plan, fund and deliver major freeway projects countywide.

   With this diverse portfolio, OCTA requires a state-of-the-art "Marketing, Communications, and Public Opinion Analytics Platform" to understand, engage, and achieve various objectives with multiple audiences.   With the shift from traditional media to ever-evolving communication platforms, online sources such as social media, blogs, forums, and news sites provide valuable real-time insights and information. Advanced analytics leveraging artificial intelligence will enable OCTA to evaluate public engagement, understand brand perception, measure real-time shifts in public opinion, engage diverse audiences, and enhance marketing and communications programs.

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

   OCTA aims to procure a ready-made, off-the-shelf analytics solution that enables data-driven decision making for marketing, communications, and outreach with the following goals:

   • Measure near real-time brand perception and public sentiment.
   • Identify audience segments and community stakeholders.
   • Enable data-driven decisions across marketing, outreach, and communications.
   • Monitor public conversations on social and local media continuously for trends and sentiment shifts.
   • Evaluate campaign effectiveness and maximize return on investment (ROI) on marketing, outreach, and communications initiatives through data analytics.

   Required Capabilities:
   • Sentiment scoring calibrated for transportation-related content using machine learning; should also handle other areas like environmental and policy issues.
   • Natural language processing optimized for analyzing transit/transportation conversations.
   • Detection of spikes and emerging topics in public online conversations relevant to OCTA.
   • Audience segmentation and profiling tools for targeted digital outreach campaigns.

• Customizable data visualizations and reporting tailored for stakeholders.
• Forecast transit ridership and customer satisfaction using an algorithm that leverages a client's marketing, operational, and market data.
• Custom report generation and support from vendor analytics team with the ability to create and modify reports.

Data Sources:
In addition to sources listed previously, proposals should address capabilities to integrate and analyze OCTA-specific data such as:
• Social media platforms including but not limited to Facebook, Instagram, and X
• Online news, blogs, forums
• Agency customer feedback (emails, call transcripts, letters, public comments, survey results, etc.)
• Marketing, outreach, communications, and media relations campaign performance and engagement data
• Third-party data services and other datasets as needed

Desired Outcomes:
• Improved development, targeting, and relevance of marketing, outreach and communications materials and campaigns.
• Enhanced understanding of brand perception and customer satisfaction.
• Earlier and ongoing detection of public sentiment shifts, emerging issues, and crises.
• Increased efficiency and ROI of marketing and outreach budgets.
• Higher public awareness of OCTA programs and projects and increased usage of OCTA services through data-driven strategies.

Requirements:
• Experience in the transit/transportation industry.
• Expertise in machine learning, natural language processing, and data analytics.
• Capacity to deliver ongoing support and customization.
• Examples of similar analytics systems provided to government agencies.

3. **OCTA RESOURCES**

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

1. A Leadership Team consisting of Business Owners, including the Marketing, Public Information Office (PIO), and Information Systems (IS) departments which will meet regularly (every 2-4 weeks) to drive efforts, address issues.

2. An OCTA IS Project Manager (PM) who will spend ten percent (10%) of his/her time on this project.

3. Technical lead(s), who will be available as needed. The technical lead will assist with technical efforts, such as: network configuration, security, databases.

4. A Business Computing Solution Specialist (BCSS) / Business Analyst (BA) and functional experts will be available as needed, based on the project schedule, at the request of the OCTA PM.

5. One (1) or more power users from each department will be available as needed. They will assist with application use-case questions and testing.

6. System users will be available during certain testing periods. All users of the system will participate, provided they have received proper training.

7. OCTA recognizes Mondays and Fridays as Flex-days. Meetings with OCTA staff should be avoided on those days.

8. There are no OCTA resources who will be 100% allocated to this project.

4. CONSULTANT SERVICES, EFFORTS AND DELIVERABLES

Consultant shall provide the following as part of this engagement. The details of each component are outlined in this Scope of Work (SOW), and within the Business Requirements.

1. Project Management and Documentation – The various administrative efforts and documentation to implement this system / project.

2. Application Software – The latest software version, including any related application software or modules required.

3. Other Related Software – This includes all software utilities, report writers, workflow software, development tools, hardware drivers, etc., that are required to operate and maintain the application software.

4. Annual Maintenance – The annual maintenance for five (5) years for all software that are being licensed.

5. Provision, Install, Configure, Test, and Deploy the software and hardware (if applicable) – The services required to install, set-up and configure all software and hardware products.

6. Software Interfaces and Reports – All electronic interfaces between the new system and OCTA's existing application systems, as well as the required custom reports.

7. Data Migration and Conversion.

8. Training – Training for OCTA resources.

9. Organizational Change Management (OCM).

5 CONSULTANT TEAM

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

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.

2. Consultant's resources shall work closely with OCTA PM to plan the expected work for each reporting/billing period. All project work shall be coordinated through the

OCTA PM.

3. Consultant shall provide to each of their assigned resources a personal workstation (e.g., laptop PC) and cell phone.

4. Consultant may use offshore resources where appropriate; however, the OCTA 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. Consultant's resources shall backup all work products at the end of each workday onto an OCTA designated storage device (most likely a SharePoint repository or shared network drive setup for the Project Team). The intent is to create a collaborative work environment, providing visibility to work in progress.

6. Consultant's personnel assigned to work on OCTA projects are responsible for the proper care of OCTA's facilities and equipment made available to them throughout the term of the contract.

7. 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.

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

9. Verbal and written communication shall be grammatically correct at a university grade-level.

10. Consultant's resources shall be available from 7:00am to 5:00pm (Pacific Time), Mondays through Fridays, and on all U.S. working days.

11. OCTA resources work a "flex schedule" (9/80 work week). As a result, Consultant shall plan to not conduct meetings with OCTA resources on Fridays.

12. Consultant shall provide all phone and desktop-sharing conference calling dial-in numbers and Uniform Resource Locators (URLs).

13. Consultant shall provide telephonic technologies that limit the phone call latency to less than one (1) second and are at audio quality standards equivalent to typical U.S. domestic phone call quality standards.

14. 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 will 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 CONTRACT TASKS

The following Tasks correspond to contractual payment schedule.

Task 1 – Project Planning and Management

Consultant shall designate a PM, who shall be the single point of contact for Consultant.

The following administrative project documentation, deliverables and actions (listed below) shall be produced, maintained, and made available <u>by Consultant</u> each <u>week</u> 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 Sponsors, and Project Owners, when applicable) <u>prior</u> to the deadline of each document and deliverable. Upon approval, work will be authorized.

1.1 **Project Schedule**. OCTA preference is to use Microsoft (MS) Project 2019. The schedule shall identify all tasks in sufficient detail (durations for each detailed task will 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 need to 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 will be assigned to work on this project.

The initial draft project schedule shall be submitted to OCTA with the Project Proposal. The project schedule may be further revised during the initial Planning phase, which shall include insertion of OCTA-specific tasks. Then, toward the end of the Design phase, the final project schedule will be approved by OCTA and then 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 (%) physical work complete, or % effort complete (whichever is applicable).

The applicable costs/fees shall be identified on the project schedule in a "Budget" column. Subsequently, "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). Alternatively, the Budget and Cost information may be managed within a separate Project Finances.xls which must tie to the Project Schedule for the purposes of tracking efforts completed, and their respective payments. 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 is to be structured in the form of a RACI (Responsible, Accountable, Consulted, Informed), including Resource Name, Title, Role, Billable Hourly Rate, and % Allocation to the project. Each project document and 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 is required to 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 similar issues-tracking software must be used, unless pre-approved by the OCTA PM. If another system is approved to be utilized, the OCTA team must be provided read/write access to Consultant's application. NOTE: a similar Item Log shall be maintained by the Consultant, and shall be accessible to OCTA, during post-implementation for system item-logging management purposes.

1.5 **Project Status Reports.** Submitted to OCTA once each month (and more frequently if the project is off-schedule, off-scope, or off-budget) and it will be received by noon. (Pacific Time) on the Friday it is due. The format for progress reporting can be in Consultant's format. Efforts shall be delineated within the status report for each work-group (aka project workstream) to permit a clear representation of the individual efforts. The OCTA Project Status Report template can be used if Consultant does not have a standardized Status Report. However, the following elements must be included within the report:

- *Overall Project Status* (Green, Yellow, Red). Green = project is on-track with schedule, budget, scope and/or resources, no major issues; no minor issues that will not be resolved in short-term; nothing to escalate. Yellow = project is at risk of slippage with one or more area of schedule, budget, scope, and/or resources; deviation could be 10 to 20% of plan; the project team has plan to

correct the deviation.   Red = project is slipping in one or more areas of schedule, budget, scope, and/or resources; management assistance is needed to re-set project.

- *Trend* (Steady, Improving, Degrading). The Trend is a forecast of the probable change in Status within the upcoming one (1)-two (2) weeks.
- *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 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.

All Consultant's identified team members or their alternates are required to 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 shall 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, CA, but Consultant's team may attend the meeting by tele-conference. 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 shall occur at least every two (2) months, as deemed necessary by the OCTA PM. Attendance will be taken at each meeting. **Ongoing (working) Meetings** shall primarily be led by Consultant PM, or Consultant Leads throughout the course of the project lifecycle.

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 or MS SharePoint site for the project, to which Consultant shall have access. All 'master' versions of documentation shall be posted to this site by Consultant. The documents shall be 'checked-out, and –in' to provide control, versioning, and collaboration during the process of drafting the documentation. The project documentation must always be maintained within the Repository.

1.12 All **Deliverables / Documentation** must 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 Roles and Responsibilities Matrix
1.3 Change Orders
1.4 Item Log
1.5 Project Status Reports
1.6 Kick Off Meeting
1.7 Various Meetings
1.8 Meeting Agendas
1.9 Meeting Minutes
1.10 Ancillary Project Deliverables
1.11 Documentation Repository
1.12 Documentation Formats

Task 2 – Construct / Build

2.1 Consultant shall build / customize / configure the application to ensure compatibility with the system requirements. Changes shall be documented, reviewed with OCTA.

2.2 Execute the build and configuration of the solution in test environment.

Objectives

- Perform application build according to the requirements.
- Fully configured, installed and operational solution in a test environment
- Create all identified data interfaces, reports.

Deliverables

2.1 Documented **System Configurations**, including deviations to the system requirements.

2.2 Test environment solution installed, configured, and developed addressing all listed.

Task 3 – Test

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

3.1 Test Plan

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

3.1.1 The **Testing Plan** shall include who is conducting the testing, what type of testing shall be conducted, when the testing shall be conducted, how long the testing shall be performed, where the testing shall be performed, the purpose of the test (why), and how to conduct the testing.

3.1.2 The testing shall include unit-, system-, integration-, load-, stress-, functional- non-functional-, device-, and network-testing.

3.1.3 Testing may include backup and restore, and disaster recovery procedures.

3.1.4 Consultant's technical members shall assist OCTA project staff as needed, to complete all User Acceptance Testing.

3.2 Test Cases

The **Test Cases** is 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 will conduct UAT of all system functionality. The duration of UAT may be determined by a specific project. It is recommended the duration of UAT be approximately five (5) weeks. 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 will be completed.
- Acceptance Test success criteria is defined.
- Bugs are documented, prioritized, and resolved.
- Any necessary corrections or configuration changes are completed.
- All planned testing is completed successfully.

Deliverables:

3.1 Test Plan.
3.2 Test Cases (and Test Scripts if automated testing is being conducted).
3.3 Testing Results.
3.4 Defect logging in Item Log.
3.5 Stakeholder sign-off on the completed testing.

Task 4 – Train

4.1 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.

4.2 Describe the mediums that will be used (videos, manuals, classes, etc.).

4.3 **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. This training shall include video tutorials, and training Quick Reference Guides.

4.4 Consultant shall be required to provide training for IT (technical training), and System Administration, Super-Users, and End-User training for both OCTA and OCTA contracted employees.

4.5 Training will be conducted at OCTA's administrative offices in Orange, CA. Other methods will require OCTA approval.

4.6 Consultant shall provide ample in-class training time to ensure the trainees are fully confident and competent to be able to perform their job duties. Consultant shall plan to provide four (4) weeks of classroom (in-person) training at six (6) hours per day, four (4) days per week for the UAT group (before UAT starts), and then four (4) weeks of classroom (in-person) training at 6 hours per day, four (4) days per week prior to go-live (this is a total of 192 classroom training hours). Any unused training hours shall be reimbursed to OCTA at the rate as defined in Consultant Hourly Rate table.

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 to OCTA project team on how to use system features and functionality.

Deliverables:

4.1 **Training Plan** that denotes the people providing the training, and the resources attending the training, the objectives and expectations of the training, the content that shall be provided, schedule and location, and the purpose of the training.

4.2 **Training Documentation**, including Quick Reference Guide, manuals, outlines, lesson plans, etc., either paper or digital, for each training session.

Task 5 – 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 will commence using the application as a Production system.

5.1 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 will be documented.

Objectives:

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

Deliverables:

5.1.1   Readiness Assessment Report.
5.1.2   Draft the **Implementation (Deployment) Plan**.

5.2   Go-Live Plan

A meeting shall be held prior to production deployment to review the **Implementation (Deployment) Plan**. The **Implementation Plan** shall include who is participating in the deployment, what the deployment will encompass, when the deployment efforts/tasks will be conducted, where the deployment will 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 production **Validation Tests** (to ensure the deployment was completed successfully). This shall be included within the Implementation Plan.

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

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

OCTA requires that all changes to the Production environment must 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:

5.2.1   Approved **Implementation (Deployment) Plan.**
5.2.2   Go-Live **Schedule.**
5.2.3   **Deployment Checklist.**
5.2.4   Production **Validation Tests.**
5.2.5   Go-Live **Support Plan.**
5.2.6   Approved Change Control.

5.3   Go-Live / Deployment

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

Objectives

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

Deliverables

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

5.4   Final Acceptance

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

Objectives:

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

Deliverables:

5.4.1   Approved Validation Test scripts.
5.4.2   Updated System Documentation (based on deployment revisions).
5.4.3   Updated Items Log that with any remaining defects that must be addressed.
5.4.4   Deployment Acceptance.

Task 6 – Post-Deployment Support / Warranty

OCTA expects Consultant to provide system warranty. 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 sixty (60) calendar days after final software is deployed to production at 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. All bugs, defects, and issues.

- Previously reported during testing must 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 will 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.

Objective

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

Deliverables

6.1 Help Desk contact information, web-based tracking tool, Help Desk services and software fixes, where appropriate.

6.2 Regular installation of software patches or releases to the application.

7. CONSULTANT'S RESPONSE TO PROPOSAL

Proposals for this project are being solicited from qualified software licensors and distributors, as well as certified value-added resellers of qualified software licensors. OCTA encourages Consultants to offer the latest available technology solutions that best meet the program objectives and specific requirements listed herein. Consultant's proposal response shall include the following information, which is Attachment C, to this scope of work:

7.1. **Consultant Experience.**

Consultant shall have experience implementing this project's software solution.

7.2. **Technical Solution Design (TSD) Narrative.**

Consultant shall include in the "Work Plan" section of its proposal a TSD narrative section highlighting the proposed technical solution for OCTA. This narrative shall include a description of the technical architecture and the justification for their proposed approach. This shall include hardware and/or cloud hosting environments topology, including network and security components, all third-party software, and integration solutions for disparate components.

7.3. **Proposed Project Schedule.**

For the purposes of the <u>proposal</u>, the schedule shall identify all phases and the high-level tasks in sufficient detail. Tasks shall be grouped into the project phases, and shall include all the relevant deliverables, and project milestones. The tasks shall identify Resources, Duration of tasks, and Predecessor relationships (whenever applicable). The schedule shall indicate the tasks for which OCTA is responsible.

(During the <u>actual</u> project implementation effort, a more detailed project schedule shall be required (as described in Task 1 – Project Schedule), which 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. This alignment may result in 8 to 12 weeks of additional project duration if sufficient time was not allocated for OCTA to conduct reviews/approvals of project documentation, testing, etc.)

7.4. Roles and Responsibilities Matrix.

Provide the number of resources, and their respective roles.

Provide an organization chart (Org Chart) that reflects to whom the project personnel report.

ATTACHMENT A: SYSTEM REQUIREMENTS LIST

Consultant shall submit the Requirements List with Consultant's proposal. Please provide a response for each individual requirement relevant to how Consultant's system meets the respective requirement.

The figure below is a screen shot of the Requirements List Microsoft Excel file. OCTA's requirements are organized by Category / Department, Sub-category / Process, and Priority. Consultant is expected to review these requirements in detail and indicate their understanding by populating the proposed system's capability, method to implement, costs for customizations and third-party software, and any relevant comments and assumptions (columns F through K of the Requirements List Microsoft Excel file).

a) **Proposed Solution's Capability**: Does the solution meet the requirement?

b) **Method to Implement**: How is the requirement achieved?

c) **Software Customization Costs & 3rd Party Software Costs** shall be provided if the requirement shall be accomplished by implementing a software customization or third-party software. If a software customization or a piece of third-party software is software is proposed to satisfy multiple requirements, then the cost by line item is not required. Instead, Consultant shall reference the customization, or third-party software in their requirements response (with a designation, example: "A", "B" "C",.), and include the customization or third-party software and interface development costs in the "List of Software and Technical Components table".

d) **Consultant Comments** may be added to Consultant's response for any requirement. If customization or partial customization is indicated, then Consultant shall explain level of effort and risk. If future release is expected, Consultant shall indicate target release number and date within project timeline. If third-party software is proposed, Consultant shall indicate which software.

e) **Consultant Assumptions** shall be identified and included, as applicable.

ATTACHMENT B: CONSULTANT RESPONSE TO REQUIREMENTS LIST

These are the definitions for Consultant Responses to the Business Requirements:

(Requirement Drop-down Responses)

Proposed Solution's Capability	Method to Implement
Yes	OOtB with configurations.
Future Enhancement	Software customization.
Not Available	3rd party software.
	Software customizations and 3rd party software.
	Not available.
	SELECTION DEFINITIONS
Yes: available with current version of software.	**OOtB with configurations**: the "Out-Of-the-Box" product has this capability using system configuration(s) .
Future Enhancement: approved on product roadmap, timeframe is published.	**Software customization**: requirement can be met when software is customized.
Not Available: not currently on the product roadmap.	**3rd party software**: other customers accomplish this requirement using 3rd party software.
	Software customization and 3rd party software: both a product customization and 3rd party software would be required to meet this requirement.
	Not available: requirement is not met; there are no plans to support this requirement.

ATTACHMENT C: SOFTWARE PERFORMANCE SERVICE LEVEL AGREEMENT (SLA)

Service-level requirements are provided within the Requirements List (Attachment A).

The descriptions of issue criticality, priority level, and resolution timing are described below.

Priority Level Descriptions

P1: Production instance totally unavailable to all users at a Site. OCTA is unable to perform a critical business function at all or any sites, and no reasonable work-around. Security breach within OCTA's environment.

SLA: For critical issues OCTA expects confirmation from the Consultant regarding the issue within two (2) hours and a solution within twenty-four (24) hours of the request.

Examples:
1. Production instance not available for use.
2. Function does not work.

P2: Production instance unavailable to single user. Critical function unavailable to all Users at a Site, and no reasonable workaround exists. Production performance significantly degraded causing disruption of the business operations of OCTA. Non-production instance totally unavailable.

SLA: OCTA expects confirmation from the Consultant regarding the issue within eight (8) business hours and a solution within three (3) business days of the request.

Examples:
1. Very slow production system performance.
2. Unable to print any reports.
3. Individual User unable to connect.
4. Creation or reset of User accounts.
5. Migrate major bug or enhancement code to Production Environment.

P3: Single function unavailable to all users at a site, but a reasonable workaround exists. Maintenance task in production environment that has minimal impact on OCTA.

SLA: OCTA expects confirmation from the Consultant regarding the issue within three (3) business days and a solution within five (5) business days of the request.

Examples:
1. Unable to print a non-critical report.
2. Configure a new printer.
3. Create developer account.
4. Migrate minor bug or enhancement code to production environment.

P4: Minor fault that has minimal impact on the business operations of the Customer for which an acceptable work-around exists. Maintenance task in non-production environment.

SLA: OCTA expects confirmation from the Consultant regarding the issue within five (5) business days and a solution within two (2) calendar weeks of the request.

Examples:
1. Migrate code to Non-Production Environment.
2. Refresh Non-production database.

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 4-2519

Enter below the proposed price for the tasks described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, profits, and tax.

Initial Term – Effective Date, through October 31, 2025
OCTA aims to procure a ready-made, off-the-shelf analytics solution that enables data-driven decision making for marketing, communications, and outreach with the following goals:

Contract Item	Total Cost
Application Software/Licensing	$_____
Third Party Software*	$_____
Project Implementation Effort 　　　**Task 1 $_____** 　　　**Task 2 $_____** 　　　**Task 3 $_____** 　　　**Task 4 $_____** 　　　**Task 5 $_____** 　　　**Task 6 $_____**	$_____
Support, Maintenance, Warranty	$_____
Environment	$_____
Travel and Expenses	$_____
Other Costs (if applicable)	$_____
Grand Total for Entire Solution	$_____

Provide the Marketing and Public Opinion Analytics Platform Software, third Party Software, and any unique technical components that are necessary to support the solution in the "List of Software and Technical Components" table below. Dollar amounts should tie accordingly to the table above that reflects the cost for the entire solution.

Professional Services Rate Schedule

Resource	Fully-Burdened Hourly Rate*	Comments
Program Manager	$_____	
Project Manager	$_____	
Architect	$_____	
Engineer / Developer	$_____	
Business Analyst	$_____	
Trainer	$_____	

*These rates would be used for approved change requests.

List of Itemized Software and Technical Components

Ref	Software or Technical Component Name	Software or Component Consultant	High-level Purpose	Integration Complexity & Level of Effort	**Use or Acquisition Costs
A					$_____
B					$_____
C					$_____
D					$_____
…					$_____
Total for Software and Technical Components					$_____

**Use or Acquisition Costs for software, include Installation & Interface Development costs

List of Consultant Offered Enhancements

Enhancement Item	One-Time Cost (if any)	Recurring Cost	Recurring Frequency	Comments*
(Enhancement 1)	$_____	$_____		
	$_____	$_____		
	$_____	$_____		
	$_____	$_____		

*Please include in comments the future path of Research and Development (What are the features of the next substantial release/upgrade and when is it happening?)

Option Term - Effective November 1, 2026, through October 31, 2029

Contract Item	Cost
Application Software/Licensing	$_____
Third Party Software*	$_____
Support, Maintenance, Warranty	$_____
Environment	$_____
Travel and Expenses	$_____
Other Costs (if applicable)	$_____
Grand Total for Entire Solution	$_____

Professional Services Rate Schedule

Resource	Fully-Burdened Hourly Rate*	Comments
Program Manager	$_____	
Project Manager	$_____	
Architect	$_____	
Engineer / Developer	$_____	
Business Analyst	$_____	
Trainer	$_____	

*These rates would be used for approved change requests.

The undersigned, upon acceptance, agrees to provide the service in accordance with the terms, conditions, and requirements as contained in RFP 4-2519 and the supporting documents for all prices proposed.

_____

1. I acknowledge receipt of RFP 4-2519 and Addenda No.(s) _____

2. This offer shall remain firm for _____ days from the date of proposal
    (Minimum 120)

COMPANY NAME   _____

ADDRESS   _____

                                                    _____

TELEPHONE   _____

FACSIMILE #   _____

EMAIL ADDRESS   _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR   _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR   _____

                                                    _____

DATE SIGNED   _____

EXHIBIT C: PROPOSED AGREEMENT

PROPOSED SOFTWARE LICENSE AGREEMENT

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 "Customer" or "Authority") and _____located at _____(hereinafter referred to as "Licensor"), each individually known as "Party" and collectively known as the "Parties."

WITNESSETH:

WHEREAS, Customer requires assistance from Licensor to provide a marketing and public opinion analytics platform and

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

WHEREAS, Licensor has represented that it has the requisite personnel, experience and software solution and is capable of licensing certain software products and performing such services; and

WHEREAS, Licensor wishes to license certain software products and perform these services;

NOW, THEREFORE, it is mutually understood and agreed by Customer and Licensor as follows:

1.0   Definitions

1.1   "Acceptance Test Procedures" means the benchmarks and other performance criteria used to measure the effectiveness of the Software and the means used to test such performance. Acceptance Test procedures shall be developed by Customer and Licensor jointly.

1.2   "Customer Data" means all information processed or stored on computers or other electronic media by Customer or on Customer's behalf, or provided to Licensor for such processing or storage, as well as any information derived from such information. Customer Data includes, without limitation: (a) information on paper or other non-electronic media provided to Licensor for computer processing or storage, or information formerly on electronic media; (b) information provided to Licensor by customer's customers or other users or by other third parties; and (c) personally identifiable information from such customers, users, or other third parties.

1.3   "Data Breach" means (1) the failure by Licensor to properly handle, manage, store, destroy or otherwise control, or the unauthorized disclosure by Licensor of: (a) Customer Data or (b) third party corporate information in any format specifically identified as confidential and protected under a confidentiality agreement or similar contract; (2) an unintentional violation of Licensor's privacy policy or misappropriation that results in the violation of any applicable data privacy laws or regulations; or (3) any other act, error, or omission by Licensor in its capacity as such which is reasonably likely to result in the unauthorized disclosure of Personal Data.

1.4   "Documentation" means the user manuals and any other materials in any form or medium customarily provided by Licensor to the users of the Software which will provide to Customer sufficient information to operate, diagnose, and maintain the Software properly, safely and efficiently.

1.5   "Final Acceptance" means successful completion of Phase Three described in the Acceptance Testing Article.

1.6   "Installation Date" means the date upon which the procedures described in Deliver and Installation Article are completed.

1.7   "Maintenance" means (i) the provision of all generally available improvements, new functions and additions to the functionality of the Software, (ii) maintenance of the Software so that it operates in conformance with all Specifications, (iii) detection and correction of any software errors discovered by Customer or otherwise made known to Licensor, (iv) the implementation of all program changes, updates, upgrades, and installation of additional programs provided under this Agreement, and (v) prompt response to Customer inquiries regarding the use and functionality of the Software.

1.8 "Personal Data" means any information that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history.

1.9 "Preliminary Acceptance" means successful completion of Phase Two described in the <u>Acceptance Testing</u> Article.

1.10 "Product" means any deliverable including, but not limited to, all Software and Software-related items provided by Licensor to Customer.

1.11 "Customer Information" means all of Customer's plans, processes, products, business information, proprietary information, data, technology, computer programs and documentation and the like.

1.12 "Recommended Hardware Configuration" means the data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by Customer as recommended by Licensor.

1.13 "Services" means the services described in Exhibit A.

1.14 "Specifications" means the Software operating parameters and performance capabilities as represented to Customer by Licensor in the Documentation, sales proposals or otherwise.

1.15 "Software" includes any and all Software and Documentation to which Customer obtains or is granted any rights under this Agreement.

1.16 "Warranty Period" means period of 12 months from Final Acceptance.

2.0 <u>License</u>

2.1 Grant of License
On the terms and conditions set forth herein, Licensor hereby grants to Customer a fully paid-up, irrevocable, non-exclusive, worldwide, perpetual, royalty-free license to use the Software and Documentation, on an enterprise-wide basis, including all modifications and enhancements thereto, plus any Software which shall be added during the term of this Agreement, on or in connection with any Central Processing Unit (CPU) utilized by Customer. The license granted also includes (i) the right to permit third parties to use the Software and Documentation for Customer's operations so long as the use is in accordance with the terms of this Agreement, and (ii) the right to use the Software in connection with the offering of services to third parties, specifically bundled applications hosting, management and/or monitoring.

Except as permitted in this Agreement, Customer shall not: (a) modify, create derivative works from, or sub-license the software; or (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code.

2.2 Copies
Customer is permitted to make a reasonable number of copies of the Documentation and written materials for distribution to employees using the Software, and to make and retain a copy of the Software for disaster recovery, backup and archival purposes.

3.0 <u>Services</u>

3.1 Scope of Work
Licensor agrees to provide the Services described in Exhibit A, entitled "Scope of Work," attached to and, by this reference, incorporated in and made a part of this Agreement.

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

Names	Functions

No person named in this Article, or his/her successor approved by Customer, shall be removed or replaced by Licensor, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of Customer. Should the services of any key person become no longer available to Licensor, the resume and qualifications of the proposed replacement shall be submitted to Customer for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless Licensor is not provided with such notice by the departing employee. Customer shall respond to Licensor within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

4.0   Maintenance

4.1   Maintenance Duration

Maintenance shall commence upon expiration of the Warranty Period under the Warranties Article and shall be renewable by Customer on an annual basis. Licensor shall invoice Customer for Maintenance no later than sixty (60) days prior to the expiration of the warranty and each subsequent Maintenance period on an annual basis.

4.2   Maintenance Response Times

Licensor shall provide Maintenance on-call 24 hours a day, seven days per week. Qualified support personnel shall provide maintenance with expertise in software. Unless Maintenance response times are already addressed in the Scope of Work under Exhibit A, the first response to a malfunction shall be within two (2) hours of notification by telephone or other means that shall be mutually agreed upon. A temporary program fix or work around shall be provided within twenty-four (24) hours of such notification. A permanent fix or work around shall be provided within three (3) days of such notification. Customer shall furnish reasonable assistance in completing any of the above described fixes or work arounds.

4.3   Maintenance Fees/Cap

The cost for each renewal term Licensor agrees that rate increases in subsequent terms will not exceed three percent (3%) of the then current year rate or the Consumer Price Index for all Urban Consumers ("CPI-U") using the rate for all items as reported by the U.S. Department of Labor on their web site at www.bls.gov/cpi, whichever is less. Any such price increase shall occur at a maximum of once per calendar year and a minimum of twelve (12) months since the last increase and shall in no event be more than Licensor's published price.

4.4   Revision Levels

Customer is not obligated to implement updates, changes, modifications, or enhancements if said revisions interfere with Customer's level of intended usage or operating system environment. However, Licensor and Customer shall work together with mutual best efforts in order to implement and install all revisions so that they function properly at the level of Customer's intended usage and within Customer's operating system environment.

4.5   Periods of Inoperability

In the event that the Software, or a material function of the Software, becomes inoperable for a period of up to five (5) days, the Maintenance period may, at Customer's option, be suspended for the period of the inoperability, and the amount of time that such period is suspended shall be added to the end of the then-current Maintenance period. Such temporary suspension shall not relieve Licensor of any obligations of this Agreement.

4.6   Reinstatement

If Customer elects to discontinue Maintenance at any time, and subsequently elects to reinstate Maintenance, the Maintenance Renewal Fee shall not exceed ten percent (10%) of the then-current License Fee, with no additional cost or penalty, except to reimburse Licensor for its direct distribution costs necessary to supply Customer with one copy of the current version of all Software, plus any intermediate versions required by virtue of Licensor's maintenance strategy that may be required to migrate Customer's programs and data from the versions under which Customer is running to the then current versions.

4.7   Liquidated Damages

Licensor and Customer agree that the impact of non-availability of the Software is impossible to determine in exact dollar amounts for each occurrence, but recognize that Customer will suffer significant damages through lost productivity plus other costs necessary to ensure continued Customer service for each unscheduled period of non-availability. Therefore, Licensor and Customer agree that during the term of this Agreement and any period that Licensor is providing Maintenance Services, if the Software fails for any reason due to a failure of any item provided by Licensor under this Agreement and is unavailable for more than thirty (30) minutes in a twenty-four (24) hour period, Licensor will pay, as liquidated damages and not a penalty, the amount of _____ per hour for each hour of unscheduled non-availability. This remedy of liquidated damages is in addition to any remedy to which Customer is entitled for any other breach of this Agreement.

5.0   Compensation

5.1   License Fee

In consideration of the license granted to Customer hereunder and the performance of the Services, Customer shall pay to Licensor for each purchase made under this Agreement which will be invoiced as specified below.

Initial Term: Effective Date through October 31, 2025

Application Software/Licensing	$_____
Third Party Software	$_____
Project Implementation Effort:	
Task 1 – Project Planning and Management	$_____
Task 2 – Construct / Build	$_____
Task 3 – Test	$_____
Task 4 – Train	$_____
Task 5 – Deploy	$_____
Task 6 – Post-Deployment Support / Warranty	$_____
Project Implementation Total	$_____
Support, Maintenance, Warranty	$_____
Environment	$_____
Travel and Expenses	$_____
Other Costs	$_____
GRAND TOTAL	$_____

The schedule shall not include any Licensor expenses not approved by Customer, including, but not limited to reimbursement for local meals.

5.2   Invoice and Payment

At the conclusion of each Payment Event indicated above, Licensor will invoice Customer for the appropriate amount, and Customer shall remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Licensor shall also furnish such other information as may be requested by Customer to substantiate the validity of an invoice. At its sole discretion, Customer may decline to make full payment for any services until such time as Licensor has documented to Customer's satisfaction that Licensor has fully completed all work required.

Invoices shall be submitted in duplicate to Customer's Accounts Payable office. Licensor may also submit invoices electronically to Customer's Accounts Payable Department at vendorinvoices@octa.net. Customer shall remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the following information:

a.   Agreement No. 4-2519;
b.   Specify the task for which payment is being requested;
c.   The time period covered by the invoice;
d.   Total monthly invoice (including project-to-date cumulative invoice amount;
e.   Certification signed by the Licensor 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 Licensor intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.
f.   Any other information as agreed or requested by Customer to substantiate the validity of an invoice.

6.0   Proprietary Information

6.1   Licensor shall:

a.   Not use or disclose Customer Information to any third party except as is clearly necessary to provide the Services with prior written approval from Customer.
b.   Not attempt to access any portion of Customer Information, without authorization of Customer. If unauthorized access is nevertheless obtained, whether inadvertently or otherwise, Licensor shall have a duty to promptly report to Customer, in writing, each instance thereof, setting out the extent and circumstances of such access.
c.   Not attempt to defeat any security provisions maintained by Customer for the protection of Information Resources or information contained therein.
d.   Not remove, copy, alter, or install any software or information or data on any Customer computer unless specifically authorized by Customer in connection with the Services or make any attempt to learn or document passwords or other information, which could facilitate unauthorized access to Customer Information.
e.   Require each of its employees, contractors and agents needing access to Customer Information to obtain passwords from Customer's authority responsible for the security of Customer Information, to use and protect passwords as required by Customer, and to follow such protocols governing access as may be set out by Customer.

6.2   Customer agrees it shall not, during the term of this Agreement or thereafter, disclose, make commercial or other use of, give or sell to any person, firm, or corporation, any information of Licensor that is treated and identified in writing to Customer by Licensor as confidential, except Customer can disclose such information if (i) required to do so pursuant to applicable law; (ii) it was rightfully in the possession of Customer from a source other than Licensor prior to the time of disclosure of said information to Customer hereunder; (iii) it was in the public domain prior to the time of receipt; (iv) it became part of the public domain after the time of receipt by any means other than an unauthorized act or omission on the part of Customer; (v) it is supplied to Customer after the time of receipt without

restriction by a third party who is under no obligation to Licensor to maintain such information in confidence; (vi) it was independently developed by Customer prior to the time of receipt; or (vii) it was developed by Licensor at Customer's expense.

6.3 Licensor hereby acknowledges and agrees that Customer's remedies at law for a breach by Licensor of its obligations under this Article may be inadequate and Customer shall, in the event of any such breach, be entitled to equitable relief (including without limitation preliminary and permanent injunctive relief and specific performance) in addition to all other remedies provided hereunder or available at law.

6.4 **Licensor Modifications**
Error corrections and/or modifications to the Software by Licensor may result in the creation of a new version(s) of the Software, under the same or one or more different names (collectively, "Licensor Modifications"). Licensor Modifications shall in all cases be new versions of existing Products, and not new Products.

In the event that Licensor deletes functions from the Software and offers those functions in other or new Products, the portion of those other or new Products which contain the functions in question, or the entire Product, if the functions cannot be separated out, shall be provided to Customer under the terms of this Agreement, at no cost to Customer and shall be covered under Maintenance at no cost to Customer.

As long as the Software is under Maintenance provided by Licensor, Licensor shall make available to Customer, at no extra charge, a copy of the modified object code for any Licensor Modifications not later than thirty (30) days following general availability of such Licensor Modifications. Customer shall not be obligated to use any Licensor Modifications. In the event that Customer determines to use any Licensor Modifications, it shall be deemed Software for purposes of this Agreement. Licensor shall promptly amend the Specifications to reflect any Licensor Modifications, and promptly deliver to Customer all related revisions to the Documentation.

Licensor warrants that the Software as modified by a Licensor Modification shall operate free from defect in the manner described in the Documentation for the greater of ninety (90) days from the date of installation of such modification or the Warranty Period. Warranted defects in such modifications will be corrected promptly by Licensor without charge, but not later than five (5) business days from notice from Customer.

7.0 **Data Security**
7.1 Licensor shall exercise commercially reasonably efforts to prevent unauthorized exposure or disclosure of Customer Data. In addition, and without limiting the generality of the preceding sentence, Licensor shall:

a. Maintain, implement, and comply with a written data security program (the "DataSec Program") that requires commercially reasonable policies and procedures to ensure compliance with this Section 8.0 (Data Security). The DataSec Program's policies and procedures shall contain administrative, technical, and physical safeguards, including without limitation: (a) guidelines on the proper disposal of Customer Data after it is no longer needed to carry out the purposes of the Agreement; (b) access controls on electronic systems used to maintain, access, or transmit Customer Data; (c) access restrictions at physical locations containing Customer Data; (d) encryption of electronic Customer Data; (e) dual control procedures; (f) testing and monitoring of electronic systems; and (g) procedures to detect actual and attempted attacks on or intrusions into the systems containing or accessing Customer Data. Licensor shall review the DataSec Program and all other Customer Data security precautions regularly, but no less than annually, and update and maintain them to comply with applicable California and Federal laws, regulations, technology changes, and best practices.

b. Implement and maintain a program for managing unauthorized disclosure or exposure of Customer Data stored by or accessible through the Software ("Data Breaches"). In the event of a Data Breach, or in the event that Licensor suspects a Data Breach, Licensor shall (a) promptly notify Customer by telephone and (b) cooperate with Customer and law enforcement agencies, where applicable, to investigate and resolve the Data Breach, including without limitation by providing reasonable assistance to Customer in notifying injured third parties. In addition, Licensor shall provide one (1) year of credit monitoring service to any affected individual, unless the Data Breach resulted from Customer's act or omission. Licensor shall give Customer prompt access to such records related to a Data Breach as Customer may reasonably request; provided such records shall be Licensor's proprietary information, and Licensor shall not be required to provide Customer with records belonging to, or compromising the security of, its other customers. The provisions of this Subsection (d) do not limit Customer's other rights or remedies, if any, resulting from a Data Breach.

7.2   To the extent a Data Breach is caused by the fault of Licensor, the limits set forth in Section 10 ("Limitation of Liability") shall not apply to amounts incurred by Licensor resulting from its compliance with Section 8.1 above regarding data protection and responding to, and remediating a Data Breach, where Licensor shall be liable up to the scope of the coverage amount of its cyber security liability policy.

7.3   For purchased customized applications, (1) outsourced software development shall be supervised and monitored for security policy compliance, (2) purchased software applications shall possess the capability to validate the system input for acceptable values, (3) Information Systems Operations shall require that validation checks are incorporated into custom applications that can detect information corruption due to processing errors or deliberate acts, and (4) software application shall require the ability to guarantee message authenticity and integrity.

8.0   Indemnification

8.1   General

Licensor agrees to indemnify, hold harmless and defend Customer and its employees, directors, agents, successors, and assigns ("Indemnified Parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature; including investigation costs and expenses, settlement costs, and attorney fees and expenses ("Claims"), sustained by or asserted against Indemnified Party arising out of, resulting from, or attributable to the willful misconduct, negligence, errors, or omissions of Licensor, its employees, subcontractors, consultants, representatives, and agents; provided, however, such indemnification shall not apply to the extent that such Claim results from the sole negligence or willful misconduct of an Indemnified Party.

8.2   Intellectual Property

Licensor will defend, indemnify and hold Indemnified Parties harmless from and against any Claims arising out of or in connection with any claim that the Software infringes or violates any intellectual property right of any third party. Customer agrees to promptly notify Licensor of the Claim and give Licensor control of the defense of the Claim and negotiations for its settlement or compromise. If a final judgment prohibits Customer from continued use of any Software, or if at any time Licensor is of the opinion that any Software is likely to become the subject of a claim, Licensor shall: (a) obtain for Customer the right to use the Software; (b) replace or modify such Software so that it is no longer subject to the Claim but performs the same functions in an equivalent manner as determined by Customer; or (c) in the event that Licensor is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Licensor shall recover such Software from Customer, in which event in addition to the foregoing indemnification: (i) the license of such Software shall be void as between Licensor and Customer as of the date Licensor retakes possession; and, (ii) Licensor shall reimburse to Customer the full cost for such Software and shall, if applicable, cancel Customer's then current Maintenance service, if any, for such Software so

returned and issue to Customer a prorated refund of any Maintenance fees paid, if any, to Licensor with respect to such Software.

8.3   Exclusion from Intellectual Property Indemnification
Licensor's obligations set forth in Section 9.2 (Intellectual Property Indemnification) do not apply to the extent that an Indemnified Claim regarding intellectual property infringement arises out of:

a.   Customer's breach of this Agreement.
b.   Use of the Software in combination with hardware or software not provided by Licensor, unless the Specifications refers to a combination with such hardware or software (without directing the user not to perform such combination) or such combination achieves functionality described in the Specifications.

9.0   Limitation of Liability
IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT FOR THE EXISTENCE, FURNISHING, FUNCTIONING, OR CUSTOMER'S USE OF THE SOFTWARE, DOCUMENTATION, OR TOOLS PROVIDED BY LICENSOR. A PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED $_____, AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (I) CLAIMS FOR DAMAGES FOR PERSONAL INJURY OR WRONGFUL DEATH; (II) CLAIMS FOR DAMAGES FOR WHICH LICENSOR HAS INDEMNIFIED CUSTOMER; (III) CLAIMS FOR DATA BREACH CAUSED BY THE FAULT OF LICENSOR; (IV) CLAIMS AGAINST LICENSOR FOR THE PRESENCE OF ILLICIT CODE; AND (V) CLAIMS BY CUSTOMER PURSUANT TO THE FOLLOWING ARTICLES: MAINTENANCE AND PROPRIETARY INFORMATION.

10.0   Warranties
Licensor warrants the following:

10.1   Media Defects
The media on which the Software is provided shall be free of defects in material and workmanship.

10.2   Function and Features
The Software shall possess all material functions and features as described in the Specifications.
10.3   Performance
The Software shall operate in conformance with the Specifications for the Warranty Period. If Customer shall give Licensor oral or written notice or nonconformance during the Warranty Period, Licensor shall investigate such nonconformance as soon as possible but not later than two (2) hours after receipt of such notice and will classify the problem with concurrence by Customer as either a problem preventing normal operations (Category A), or other problem (Category B). Licensor will provide a temporary fix or work around for all Category A problems within four (4) hours of receipt of such notice and provide a permanent fix or work around within twenty-four (24) hours unless Customer agrees in writing to a longer time. Category B problems will be corrected within five (5) days. At any time during the first one hundred eighty (180) days of the Warranty Period, if Licensor has failed to correct any nonconformance within thirty (30) days of notification thereof, Customer may elect to terminate the Agreement and request a refund of all fees paid to Licensor pursuant to this Agreement, provided Customer returns to Licensor all software licensed hereunder after Customer has had a reasonable time to procure substituted software from a third party. The provisions of Response Times, Service Tracking and Reporting, Revision Levels, and Periods of Inoperability as described in the Maintenance Article shall also apply to the warranty services provided by Licensor during the Warranty Period.

10.4   Compatibility

The Software shall be compatible with Customer's Operating System, application programs, CPUs, and networks specified in the Documentation.

10.5   Ninety-Day Return

Customer shall have the right for ninety (90) days after execution of this Agreement to return the Software and receive a refund of all license and maintenance fees paid to Licensor pursuant to this Agreement in the event the Products do not meet the programming requirements of Customer in its sole discretion.

10.6   Hardware Configuration

The Recommended Hardware Configuration shall be adequate in all aspects for the Software to function in accordance with the Specifications and to fulfill the current and reasonably anticipated future information processing needs of the Software.

10.7   Free and Clear Title

Licensor has and will continue to have free and clear title (including all proprietary rights) to any Products delivered to Customer and the right to license, transfer, or assign any and all Software.

10.8   No Infringement

Licensor represents and warrants that it is not aware of any copyright, patent or other intellectual property right infringed by the Software, and that it is not aware of any claim of intellectual property infringement related to the Software.

10.9   Good and Workmanlike Manner

All services performed under this Agreement will be performed in a good and workmanlike manner.

10.10   Illicit Code

Licensor warrants that (a) unless authorized in writing by Customer, or (b) necessary to perform valid duties under this Agreement, all Software shall: (i) contain no hidden files; (ii) not replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides; (iii) not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; (iv) contain no key, node lock, time-out or other function, whether implemented by electronic, mechanical, or other means, which restricts or may restrict use or access to any programs or data developed under this Agreement, based on residency on a specific hardware configuration, frequency or duration of use, or other limiting criteria; (v) contain no virus malware, or similar items, whether known or unknown to Licensor. At the request of Customer, Licensor must remove any Illicit Code from the Software at Licensor's expense.

10.11   Disclaimer of Warranties

EXCEPT FOR THE EXPRESS WARRANTIES MADE OR REFERENCED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11.0   Terms and Termination

11.1   Term

This Agreement shall commence upon execution by both parties and shall continue in full force and effect through October 31, 2026, unless earlier terminated or extended as provided in this Agreement.

11.2   Termination for Cause

Either Party may terminate this Agreement if the other Party breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after notice of the breach from the non-breaching Party.

11.3   Termination for Convenience

Customer may terminate this Agreement for any reason at any time with thirty (30) days written notice. Upon such termination, Customer shall have no claim for return of any license fees paid to Licensor.

12.0   Survival Upon Termination

The terms, provisions, representations, and warranties contained in this Agreement including but not limited to the following Articles, <u>License</u>, <u>Advertising and Publicity</u>, <u>Warranties</u>, <u>Proprietary Information</u>, <u>Equitable Relief and Survival of Restrictions and Obligations</u>, <u>Indemnification</u>, <u>Illicit Code</u>, <u>Assignment</u>, <u>Taxes</u>, and <u>Miscellaneous,</u> shall so survive the completion of performance and termination of this Agreement, including the making of any and all payments due hereunder, the Secrecy and Nondisclosure agreements, insurance, any rights and obligations conveyed by Licensor, and any cause of action that accrued prior to termination.

13.0   Dispute Resolution

Except as otherwise provided in this Agreement, when a dispute arises between Licensor and Customer, the project managers shall meet to resolve the issue. If project managers do not reach a resolution, the dispute will be decided by Customer'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 Licensor. The decision of the Director, CAMM, shall be the final and conclusive administrative decision.

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

14.0   Notice

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:

Customer:	Licensor:
Orange County Transportation Authority	
550 South Main Street	
P.O. Box 14184	
Orange, CA 92863-1584	,
ATTENTION: Daniel Crymes	ATTENTION:
Title: Senior Contract Administrator	Title:
Phone: (714) 560 - 5077	Phone:
Email: dcrymes@octa.net	Email:

15.0   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 4-2519; (3) Licensor's proposal dated _____ ; (4) all other documents, if any, cited herein or incorporated by reference.

16.0   Audit and Inspection of Records

Licensor shall provide Customer, or other agents of Customer, such access to Licensor's accounting books, records, payroll documents and facilities, as Customer deems necessary. Licensor 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 Licensor's performance hereunder and for a period of four (4) years from the date of final payment by Customer. Customer's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in this Agreement. Licensor shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

17.0   **Prohibited Interest**

Licensor covenants that, for the term of this Agreement, no director, member, officer or employee of Customer 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.

18.0   **Users**

There shall be no limit on the number of machines, number of users, number of locations or size of CPU on which Customer can operate the Software. Customer shall have the right to receive free of charge additional copies of the Software as required by Customer for use on additional or alternate computers for Customer's business operations.

19.0   **Platform Specifications**

Customer shall have the right, at no additional cost, to operate simultaneously on, move, or upgrade the Software to other hardware or software platforms on which the software may operate.

20.0   **Delivery and Installation (if applicable)**

20.1   **Delivery and Risk of Loss**

All deliveries under this Agreement shall be F.O.B. destination. Title and risk of loss of all Software and media on which said Software is delivered shall remain with Licensor at all times until Final Acceptance with Licensor.

20.2   **Installation by Licensor**

If Customer has agreed in writing for installation by Licensor, then

a.   Installation shall occur not more than ten (10) days after delivery of the Software to Customer, unless otherwise specified and agreed to by both Parties.

b.   Licensor shall conduct its standard diagnostic evaluation at Customer's site to determine that the Software is properly installed and fully ready for productive use subject to testing as provided in Acceptance Testing Article and shall supply Customer with a copy of the results of the diagnostic evaluation promptly after completion thereof.

c.   The Software shall be deemed to be installed upon successful completion of the diagnostic test and Customer's approval of the results thereof. The installation procedures of this Article are in addition to all procedures required under Acceptance Testing Article hereof.

20.3   **Installation by Customer**

If installation is to be performed by Customer, the Software shall be deemed to be installed when all programs, program libraries, and user interfaces are copied to and initialized on the appropriate CUP(s) and when Customer demonstrates that Software is executable by invoking the primary function of each major component on the platform. The installation procedures of this Article are in addition to all Acceptance Test Procedures required under Acceptance Testing Article hereof.

21.0   **Insurance**

21.1   Licensor shall procure and maintain insurance coverage during the entire term of this Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. Licensor shall provide the following insurance coverage:

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

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

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

d.   Employers' Liability with minimum limits of $1,000,000;

e.   Professional Liability with minimum limits of $1,000,000 per claim; and

f.   Cyber Liability with minimum limits of $2,000,000 per claim. Coverage by this insurance this insurance policy shall include without limitation: (a) costs to notify individuals whose Personal

Data was lost or compromised; (b) costs to provide credit monitoring and credit restoration services to individuals whose Personal Data was lost or compromised; (c) costs associated with third party claims arising from the Data Breach or loss of Personal Data, including litigation costs and settlement costs; and (d) any investigation, enforcement or similar miscellaneous costs.

    a. Such insurance must address all of the foregoing without limitation if caused by an employee of Licensor or an independent contractor working on behalf of Licensor in performing services under this contract. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. Insurer must have a A.M. Best rating of "A- VII" or better. Any material change in the policy or cancellation must be reported to the Client with not less than thirty (30) days prior written notice with ten (10) days notice for non-payment. The policy must be kept in force during the life of the contract and for five (5) years (either as a policy in force or extended reporting period) after contract termination.

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

21.3 Licensor shall include on the face of the Certificate of Insurance the Agreement No. 4-2519; and, the Senior Contract Administrator's Name, Daniel Crymes.

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

21.5 Licensor shall be required to immediately notify Customer of any modifications or cancellation of any required insurance policies.

22.0 **Acceptance Testing**

    22.1 **Live Environment Testing**
As soon as practical after installation, Customer may in its discretion begin utilizing the Software in a live environment and has thirty (30) days to accept the Software in writing to Licensor. Nothing contained in this Article or any other provision of this Agreement shall be deemed to prevent Customer from using any portion of the Software in a live environment for productive processing prior to Final Acceptance of the Software and any such use shall not alter, amend, or modify any of Licensor's obligations pursuant to this Agreement.

    22.2 **Correction of Specification Nonconformities**
Licensor shall promptly correct any nonconformance with the Specifications revealed during any phase of acceptance testing, and appropriate Documentation for such correction shall be produced and delivered to Customer within thirty (30) days of such correction.

    22.3 **Acceptance Testing**
Upon completion of installation, Licensor and Customer shall perform acceptance testing of all Software in the following three (3) phases. The acceptance testing requirements of this Article also apply to substitute, replacement, and conversion Products that are acquired by Customer after the Software has passed earlier acceptance testing.

        Phase One
Licensor shall initially perform its standard test procedures for Customer's personnel and shall certify to Customer in writing that all components and each applicable module are

operating in accordance with Specifications. In the event Licensor is unable to, or does not, so certify to Customer within thirty (30) calendar days from the Installation Date, the Software will be deemed not to have completed Phase One.

Phase Two

With the advice and assistance of Licensor's representatives, Customer will operate the Software for five (5) business days, using all portions of the Software necessary for the Software to function as specified in this Agreement, to perform: (i) the Software routine business transactions; (ii) transactions performed during pre-acceptance testing benchmark or other demonstration included, referenced, or incorporated into the Acceptance Test Procedures; and (iii) such other transactions as may be specified in the Acceptance Test Procedures. In the event the Software fails to perform in accordance with the Specifications and within two percent (2%) of applicable benchmark or other demonstration results stated in the Acceptance Test Procedures for a period of five (5) consecutive business days, Customer shall operate the Software for additional consecutive business days until the Software so performs for a period of five (5) consecutive business days. In the event such failure continues in whole or in part for a period of more than thirty (30) calendar days from the Installation Date, the Software will be deemed not to have completed Phase Two.

Phase Three

With the advice and assistance of Licensor's representatives, Customer will continue to operate the Software for an additional period commencing on the date the System successfully completes Phase Two and shall end when the Software has performed in accordance with the Specifications for a period of sixty-two (62) consecutive days at an effectiveness level of ninety-nine percent (99%) or better. In the event the System or any module thereof fails to so perform within ninety (90) days of the Installation Date the Software will be deemed not to have completed Phase Three.

22.4   Failure to Complete Acceptance Testing Successfully

In the event the Software is deemed not to have successfully completed any phase of the acceptance testing, then Customer may, in its sole discretion, elect one (1) of the following options, which election shall be effective upon written notification to Licensor by Customer.

a.   Customer may terminate this Agreement and request the removal of the Software failing to meet the applicable phase of acceptance testing, in which event Customer may pursue any remedy hereunder or available at law or in equity, or seek to enforce any damages, including any liquidated damages that may be specifically set forth in this Agreement.

b.   Licensor shall install at Licensor's sole expense, within such time period as may be mutually agreed in writing by Customer and Licensor, a direct replacement of the Software failing to meet the applicable phase of the acceptance testing. Such replacements shall be subject to acceptance testing as provided in this Article. Licensor shall use due care in the removal and replacement of Software.

23.0   Documentation and Training

23.1   Documentation

Licensor shall provide to Customer user manuals and related materials sufficient to allow Customer to utilize fully the Software in accordance with the Specifications. Documentation will include (but is not limited to) overview descriptions of all major functions and detailed step-by-step operating procedures for each screen and activity. The Documentation to be provided by Licensor is in addition to any on-line help which is part of the Software user interface. Licensor shall deliver to Customer upon execution of this Agreement copies of the Documentation as well as a copy of the Documentation in CD-ROM or other media format as requested by Customer. Licensor shall revise such Documentation as necessary to reflect any modifications made by Licensor to the Software. Licensor warrants and represents that the Documentation and all modifications or amendments thereto and any other Documentation that Licensor is required to provide pursuant to this Agreement shall (i) be sufficient in detail and content to allow an appropriately skilled programmer to understand

fully, modify, enhance, and correct errors in the Software without reference to any other materials or information. If any user manual or portion thereof is the proprietary materials or intellectual property of a third party, Licensor shall convey to Customer the right (to the extent possible under law) to make copies and to use the material, as Customer deems necessary.

23.2   Training

Licensor shall be responsible for providing Customer and its employees with such training in the operation and maintenance of the Software as Customer may reasonably request from time to time during the term of the Agreement. Such training shall be provided at Customer's principal place of business or other site selected by Customer, through instructors satisfactory to Customer in the reasonable exercise of its discretion. Training will be performed "hands-on" using the actual system and the user manual. The courses will train Customer-designated employees or agents, who can then train the Software operators, such that Customer will have an ongoing in-house Software training capability. Without limitation of the foregoing right, Licensor and Customer shall prepare and agree upon a proposed training schedule for submissions to Customer not later than the date specified in the Scope of Work. Customer shall be entitled to have any number of its employees attend any training session held pursuant to this Article. All training shall be conducted at Licensor's sole expense including, but not limited to, training materials, travel, meals and lodging for instructors. Licensor's employees shall follow all of Customer's work rules, confidentiality rules, and drug policies, including the nondisclosure obligations of the Proprietary Information Article hereof.

24.0   Escrow Agreement

Licensor agrees to place in escrow with an escrow agent copies of the most current version of the source code for the applicable Software, including all updates, improvements, and enhancements thereof from time to time developed by Licensor necessary to internally support (i.e. maintain and / or repair) the Software for the benefit of Customer. Licensor agrees that upon the occurrence of any event or circumstance which demonstrates with reasonable certainty the inability or unwillingness of Licensor to fulfill its obligations to Customer under this Agreement, Customer shall be able to obtain the source code of the then-current Software from the escrow agent. The provisions of this Section shall survive the termination of this Agreement.

25.0   Assignments and Subcontracts

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

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

Subcontractor Name/Addresses	Subcontractor Amounts
	$0.00

26.0   Time is of the Essence

Time is of the essence with regard to Licensor's deadline for delivering the Software. Any failure of Licensor to deliver the Software by the due date constitutes a material breach of this Agreement.

27.0   Miscellaneous

27.1   Amendment

This Agreement shall not be amended except by an instrument in writing signed by both Parties.

27.2   Governing Law; Choice of Forum and Attorney's Fees

Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of California without regard to or application of choice of law rules or principles. Both Parties hereby consent to the exclusive jurisdiction of the Orange County Superior Court and expressly waive any objections or defense based upon lack of personal jurisdiction or venue. The prevailing Party shall be entitled to recover its reasonable attorney's fees incurred in connection with any action or proceeding arising out of this Agreement.

27.3 Independent Contractor

a. Licensor's relationship to Customer in the performance of this Agreement is that of an independent contractor. Licensor 's personnel performing services under this Agreement shall at all times be under Licensor 's exclusive direction and control and shall be employees of Licensor and not employees of Customer. Licensor 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 Licensor's personnel or a state or federal agency allege claims against Customer involving the status of Customer as employer, joint or otherwise, of said personnel, or allegations involving any other independent contractor misclassification issues, Licensor shall defend and indemnify Customer in relation to any allegations made.

27.4 Cumulative Remedies

Except as specifically provided, no remedy made available to Customer hereunder is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided hereunder or available at law or in equity.

27.5 Waiver

Performance of any obligation required of a Party hereunder may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein. Failure by either Party to insist in any one or more instances upon the performance of any terms of conditions of this Agreement shall not be construed as a waiver or relinquishment of that Party's right to such performance or future performance of such terms or conditions.

27.6 Entire Agreement

This Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

27.7 Severability of Provisions

In the event any provision hereof is found invalid or unenforceable pursuant to a final judgment or judicial decree of a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable according to its terms.

27.8 Licensor Bankruptcy

All rights and licenses granted under or pursuant to this Agreement by Licensor to Customer are, and shall otherwise be deemed to be, for the purposes of Section 365(n) of the United States Bankruptcy Code, or replacement provision therefore (the "Code"), licenses to rights to "intellectual property" as defined in the Code. The Parties agree that Customer, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and election under the Code. The Parties further agree that, in the event of the commencement of bankruptcy proceedings by or against Licensor under the Code, Customer shall be entitled to retain all of its rights under the Agreement.

27.9 Conflict of Interest

Licensor agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the Licensor is unable, or potentially

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

27.10 Advertising and Publicity

Licensor shall not use the name of or refer to Customer directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from Customer. Licensor shall not use the Customer's logo directly or indirectly in any advertisement, news release, or professional or trade publication. Licensor may include Customer on its customer lists upon receipt of Customer's written consent.

27.11 Code of Conduct

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

27.12 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.

27.13 Health and Safety Requirement

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. 4-2519 to be executed as of the date of the last signature below.

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____
    Georgia Martinez
    Department Manager, Contracts and Procurement

APPROVED AS TO FORM:

By: _____
    James M. Donich
    General Counsel

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS 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

Revised. 03/16/2018

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:
_____
_____
_____
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_____
_____

Area Below Reserved for Authority Use Only:

_____
_____
_____