

DRAFT REQUEST FOR PROPOSALS (RFP) 0-2067

MOBILE TICKETING APPLICATION



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

Key RFP Dates

Issue Date:	February 10, 2020
Pre-Proposal Conference Date:	February 18, 2020
Question Submittal Date:	February 21, 2020
Proposal Submittal Date:	March 3, 2020
Interview Date:	March 25, 2020

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February 10, 2020

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 0-2067: "MOBILE TICKETING APPLICATION"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to develop and implement a new mobile ticketing application. The budget for this effort is \$1,400,000 for a five-year initial term.

Proposals must be received in the Authority's office at or before 2:00 p.m. on March 3, 2020.

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Iris Deneau, Senior Contract Administrator**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Iris Deneau, Senior Contract Administrator**

Note: The Authority utilizes a third-party delivery service; therefore, anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above. Proposals are considered received once time stamped at the Authority's physical address.

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

Firms interested in obtaining a copy of this RFP may do so by downloading the RFP from CAMM NET at <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>.

To receive all further information regarding this RFP 0-2067, 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:

Fare Collection Equipment
Maintenance Services -
Equipment
Professional Consulting

Commodity:

Fare Collection Equipment
Fare Collection Equipment
Service
Fare Collection Consulting

A pre-proposal conference will be held on February 18, 2020 at 3:00 p.m. at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 08. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established March 25, 2020 as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on February 18, 2020 at 3:00 p.m. at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 08. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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.

D. AUTHORITY CONTACT

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

Iris Deneau, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5786, Fax: 714.560.5792
Email: ideneau@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 proposer, subcontractor, lobbyist, or agent hired by the proposer 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 proposer, subcontractor, lobbyist, or agent hired by the

proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority.

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference, must be put in writing and must be received by the Authority no later than 5:00 p.m. on February 21, 2020.
- b. Requests for clarifications, questions, and comments must be clearly labeled, "Written Questions." The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: ideneau@octa.net.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET no later than February 26, 2020. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Iris Deneau, Senior Contract Administrator.

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:

Fare Collection Equipment
Maintenance Services -
Equipment
Professional Consulting

Commodity:

Fare Collection Equipment
Fare Collection Equipment
Service
Fare Collection Consulting

Inquiries received after 5:00 p.m. on February 21, 2020 will not be responded to.

F. SUBMISSION OF PROPOSALS

Offeror is responsible for ensuring third-party deliveries arrive at the time and place as indicated in this RFP.

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on March 3, 2020.

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

2. Address

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Iris Deneau, Senior Contract Administrator**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
P.O. Box 14184
Orange, California 92863-1584
Attention: Iris Deneau, Senior Contract Administrator**

Note: The Authority utilizes a third-party delivery service; therefore, anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above. Proposals are considered received once time stamped at the Authority's physical address.

3. Identification of Proposals

Offeror shall submit an **original and six (6) copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number. In addition to the above, Proposers shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format, on a CD, DVD, or flash drive.

4. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to 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.

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Offeror is responsible for payment of all taxes for any goods, services, processes, and operations incidental to or involved in the contract.

J. PROTEST PROCEDURES

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the 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.

K. 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 this RFP as Exhibit A. The Agreement will have a five-year initial term with two, two-year option terms.

L. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships,

or contracts, an Offeror is unable, or potentially unable, to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

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.

M. CODE OF CONDUCT

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

SECTION II: PROPOSAL CONTENT
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A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced, and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11" x 17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Iris Deneau, 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, telephone 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 at least two projects relating to 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 address, 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) Detail how the Offeror intends to complete the project including the team assigned to the project, the proposed project schedule, and proposed training.
- (2) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (3) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (4) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- (5) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (6) 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) Detail its understanding of the project and the required solution. This section should detail the proposed technical solution and illustrate how it will meet the functional requirements as established in the Scope of Work and Technical Specifications.
- (2) 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.

- (3) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (4) Furnish a project schedule for completing the tasks in terms of elapsed weeks.
- (5) Identify methods that Offeror will use to ensure quality control, as well as budget and schedule control for the project.
- (6) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (7) 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 G) 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 G) 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/or deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and/or deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in

the evaluation process. Any exceptions and/or deviation that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

4. **Cost and Price Proposal**

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

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a firm-fixed price contract specifying firm-fixed prices for individual tasks.

5. **Appendices**

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

B. **FORMS**

1. **Campaign Contribution Disclosure Form**

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

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

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

Offeror is required to submit only **one (1)** copy of the completed form(s) as part of its proposal and it must be included in only the **original** proposal.

2. Status of Past and Present Contracts Form

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

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

3. 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 March 25, 2020 as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion.

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

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

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

C. AWARD

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

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK
Mobile Ticketing Application

Project Overview

The Orange County Transportation Authority (Authority) currently operates an OC Bus mobile application which enables riders the ability to present and validate media on all routes. The active fleet consist of 505 vehicles with an additional 20 vehicles serving as part of the contingency fleet for 59 fixed routes. Each vehicle is equipped with INIT validators enabling the 2D barcode validation for users of the mobile application.

As the current mobile provider commences to exit the market, the Authority is seeking to replace the existing mobile ticketing solution (Solution). The replacement Solution must provide the same barcode-based mobile ticketing functionality provided by the Authority's current OC Bus mobile application. To remain consistent, the Authority will continue to leverage the existing validating infrastructure, in which the selected Solution will utilize to validate media.

The proposed Solution shall continue to provide Authority's passengers with reliable, secure, intuitive interfaces for various ticket types. In addition, the Solution shall provide "ease of use" functionality in fare enforcement and allow for passengers' seamless travel throughout the OC Bus system and other services developed during the life of the contract, such as the OC Streetcar.

The current guiding principles for the mobile solution have been identified as follows:

- Replace the existing mobile application solution as a stand-beside to the current fare system with a Solution capable of integrating with the current mobile validation infrastructure
- Integrate with existing INIT validating equipment through the web services connectivity (https) from the vehicle to the Solution's automated programming interfaces (API) or software development kit (SDK)
- Provide a back-end service configured to run in two (2) modes enabling for both an online and offline validation mode
- Continue the current level of functionalities offered to the Authority's riders and administration

Project Goals and Objectives

The procurement and implementation of the Solution is designed to meet the existing service with minimal impact or service disruption to the Authority's current mobile users.

The Authority's goal for the Solution include:

1. Functionality:

Replace existing mobile solution while maintaining these high-level functionalities:

- a. Provide both a visual and integrate mobile ticket that utilizes the existing INIT Proxmobile3 validators for 2D barcode validation (will consider NFC)
- b. During validation, Solution must have the ability to pull data points from INIT, specifically the CAD/AVL data points, to report on the transaction location
- c. Solution must have the ability to tap into users' phone setting to automatically brighten their screen when barcode is launched for 2D barcode validation
- d. Mobile solution must provide a hosted back-end with configurable user level access
- e. Online user portal and application user interface with the ability to view purchase history, update payment card, update personal information, view active tickets, access quick links connecting to OC Bus services such as trip planner, frequently asked questions (FAQ), additional relevant links, and mobile language support options
- f. A customer service user interface enabling the ability to conduct several administrative functions, such as; account activation/deactivation, pass deactivation, issuing courtesy tickets
- g. Reduced or Free Fare – Available to only prequalified riders using the application
- h. The application must have the ability offer various type of media; One-way Fare, Day, Multiple Day and Promotional Pass Types
- i. Offer and Expandable Institutional Program – Available to only prequalified riders using the application which will include a mechanism in place not only to prequalify riders, but to distribute semester passes, along with reporting capabilities of all passes distributed
- j. The Authority must have the ability to add, remove, and edit fare catalog without the need to request change(s) from Consultant; this includes dates and times of media activation
- k. The application must have an option(s) to provide mobile riders with loyalty rewards such as; promotional codes, buy one get one. May be available after full system deployment.
- l. Transactional, Ridership, and User System Reporting – Both canned and custom reporting with additional capabilities to automated direct data extracting
- m. Solution shall meet current needs and provide a transition path from the existing Solution to the next Solution
- n. Solution shall not use technologies that do not integrate via SDK or API, are not scalable, and/or require additional hardware on vehicles for validation

- o. Continue to stimulate growth in ridership with an easy to use mobile application user interface
- p. Funds must be deposited to the Authority's concentration account no later than 24 hours of initial transaction date and time
- q. Consultant may use its contracted payment processor, but Solution shall also support the Authority's current payment processor if desired

2. Security:

Replacement Solution must maintain a high level of security features:

- a. Bar code images must be secured via encryption using both cryptographical and private key generation for security or other method to ensure the integrity of issued tickets
- b. Additionally, Solution must contain a variety of security features to allow for applicable Transit Agency personnel to easily visually and electronically identify invalid, expired, or fraudulent mobile tickets
- c. Data security for Solution, system, and interfaces shall employ the most current industry and U.S. government security techniques to include IPS, IDS, vulnerability scanning & remediation, patch management, access controls, and encryption (AES and other modern encryption techniques) to ensure that all data is safeguarded from unauthorized access or use, and programs are protected from any known cyber-attack or computer virus
- d. Data security for Solution, system, and interfaces shall employ the most current industry and U.S. government techniques such as AES, 3DES, etc. to ensure that all data is safeguarded from unauthorized access or use, and programs are protected from any known cyber-attack or computer virus
- e. All Personally Identifiable Information (PII) or Payment Card Industry (PCI) relevant data transmissions must be encrypted and meet all California state and federal requirements
- f. The Consultant should describe data storage and network protection methodologies to include an incident management response plan
- g. The Consultant should describe privacy policy and handling of PII
- h. All elements of the system will comply with the Authority's privacy policy (<http://www.OCTA.net/disclaimer/>)
- i. The Consultant shall provide a plan as part of the proposal for monitoring, controlling, and updating security and encryption tools on an ongoing basis.

3. Data Management:

- a. All data generated by the reader including all fare transactions at the reader will be sent in transactional form to both the Authority's central data warehouse and the Solution's backend on the daily basis.
- b. The Consultant should be able to process reduced fare and college passes sent from the Authority's data warehouse to validate customer boarding.
- c. The Consultant should provide support on the availability, accessibility and integrity of their data.
- d. All data generated will be stored in Consultant's central data warehouse. The data warehouse will collect data from all back-office modules to provide a central source for agency reporting.
- e. The Authority will have administrative access to database with no usage or ownership restrictions, in addition to full access to canned reports
- f. As part of implementation, the Consultant will deliver a full data dictionary and schema for the data warehouse. The Authority will have read-level access to the data warehouse through a secure connection. This interface will provide the ability to query the database directly, export data in a variety of formats, and establish a connection to a third-party reporting tool for use in custom reporting.
- g. Data will be fully available to the Authority with no usage or ownership restrictions.
- h. All data collected, processed, and transmitted by the readers are owned by the Authority. If any encryption device or algorithmic masking formula is applied to achieve data security at the collection source, then a utility program must be provided which can be applied to the encrypted data to de-encrypt the data into a readable and portable (e.g., ASCII or a database file/table) format unless such data would conflict with PCI and EMV compliance.

4. Reporting:

- a. The back-office will include a robust reporting tool that generates canned and custom reports. The reporting tool will allow the viewing, running, and scheduling of predefined reports, as well as the creation of custom reports.
- b. The reporting interface will be a website dashboard that will be viewable in both desktop and mobile platforms
- c. A set of canned reports will be developed and defined during system design. These reports will include, but are not limited to:
 - I. Validation/ridership reports
 - II. Sales Transaction, Deposit, Refund, and Courtesy reports
 - III. User access report
 - IV. Software status reports
 - V. System performance reports

5. User Access Management:

- a. The Consultant's back-office will include a User Access Management tool that will control and configure user access privileges to each module or component of the system provided by the Consultant
- b. The User Access Management tool will provide password control for individual users and groups or subsets of users.

6. Mobile Ticketing Integration:

It will be the joint responsibility of the INIT, the Authority, and Solution Consultant to provide full integration between the Solution-supplied mobile ticketing system and the on-board readers. The Consultant will implement the client side of the APIs or SDKs. The service side of the APIs and their documentation/specification are fully in context of the Solution contract with the Authority. Only the mobile barcode ticket validation (2D barcodes) is in scope of this project. The reader's configuration parameters shall be changed with INIT's parameter management and not via the Solution API or SDK.

- a. This will be a collaborative effort between the INIT and Consultant utilizing the Solutions APIs or SDK provided by Consultant to enable interaction with the individually supplied components and software.
- b. The Consultant has the responsibility to provide to the INIT a full and complete set of APIs or SDK to enable functional operability and full integration of the INIT's supplied smartcard reader and the Solution. The APIs or SDK will enable the readers to communicate with both smart phone with the mobile ticketing application and the Consultant's backend to ensure validation.
- c. INIT will be responsible for working closely and cooperatively with the Consultant during early design phase to implement the APIs or SDK. It is likely that the INIT will provide input to finalization of the APIs or SDK, providing suggested modifications where necessary to improve the APIs or SDK and facilitate their implementation on INIT's readers and data system, notwithstanding that ultimate responsibility to define the APIs will rest with Consultant (subject to approval of the Authority) and INIT will be fully responsible to implement the approved APIs or SDK.
- d. The intent of the API is to provide an open system for addition of readers to support the mobile ticketing application. The APIs or SDK will be fully licensed for use by OCTA in conjunction with the mobile ticketing system.
- e. The APIs or SDK will include the specifications for routines, data structures, object classes, and protocols used to communicate with the mobile application. The API's

will also define the necessary message set to enable the Consultant's backend to supply the INIT's system with all the necessary configuration information as applicable.

- f. The functionality enabled by the reader's integration with the APIs or SDK will include but not be limited to all activity required to facilitate reading, processing, and logging a boarding with the Solution, this includes the downloading of configurations (where applicable), business rules, whitelists and hotlists, the full set of possible interactions with the mobile application, the reader responses including display and sound, and the uploading of transactional data.
- g. The Consultant will fully support applicable Authority business rules, in addition to standard fare policies and fare products similarly used by major transit agencies. Additional fare media (e.g. open payment, agency cards) are future enhancements to the system and not applicable under this scope of work; however, the Consultant's reader shall be capable of accepting additional media and products.
- h. The Consultant's pricing should anticipate that a level of development, testing, and implementation effort will be required to identify, develop, and fully implement all necessary APIs. The APIs are language-independent, that is, written in a way that it can be called from several programming languages.
- d. Canned reports will be available as soon as the data is transmitted from the devices, or 24 hours later at maximum (given that communications are available).
- e. The Authority will have administrative access to the reports database with no usage or ownership restrictions, in addition to full access to canned reports.

All data will be held in a standard commercial database satisfactory to the Authority and will be accessible by standard commercial SQL query tools for which the Consultant supplies to the Authority with the schema. Data that is encrypted at the reader level, if any, will be encrypted according to the standards established for those media and will not be de-encrypted at any point.

7. Mobile Ticketing Project Overview:

The Solution shall be rolled out in three phases: The first phase will be tested on a selected view mobile application with the initial phase centered around the rollout of mobile ticketing for selected riders as the current system is phased out. The first phase will be completed once the solution is release for both the Android and IOs platforms and Authority bus fleet, consisting of 525 fixed route vehicles, are actively accepting full release of the Solution. The second phase will to ensure service meets the existing level of service for all pass types and programs currently supported for the duration of the contract and provide additional support to additional services, such as the OC Streetcar. The third and final phase will be to transition the Solution with the service selected with the next fare collection system. The next fare collection system

estimated to be operational by late 2023 or early 2024 subject to OCTA Board approval.

8. Implementation Approach:

The Authority will implement the Solution in phases, building on the successes and progression of each previous phase. The implemented solution will be a fully hosted solution following a Software as a Service (SaaS) model.

9. Project Schedule:

The full system is expected to be in revenue service approximately six (6) to nine (9) months after Notice to Proceed.

The Consultant shall provide a proposed project schedule for delivery of the Solution. The Consultant shall also describe how the schedule will be tracked and reported to the Authority and what mitigation efforts will be used if the project falls behind schedule.

The schedule will be based on the Solution schedule, which is shown below, with readers being updated in Phase I.

Phase I – Initial system setup and transition from existing application to the new solution by collaborating with INIT in order to update the onboard mobile validators. Estimated one (1) to five (5) months.

Phase II - System-wide rollout and system maintenance with approximately 556 buses. System shall support all current media and institutional programs. Estimated six (6) to nine (9) months.

Phase III – Transition Solution into an integrated solution with the next fare collection system. Estimated three (3) to three-and-a-half (3.5) years from initial award of this contract.

The schedule should assume a notice to proceed date agreed upon by the Authority Project Manager and Consultant to include at a minimum the following elements for each proposed phase:

1. Needs analysis
2. Design
3. Design submittal
4. Design approval
5. Readers (updating/programming)
6. Acceptance testing
7. System acceptance Training
8. Metrics reporting

TASKS

1. Task 1: Project Management

As part of the Solution, the Consultant shall provide the following project management services throughout the implementation of the Solution, and the subsequent integration/transition of the Solution with the Authority's next fare collection system.

- Regular Project Status Team Meetings including Agenda and Meeting Minutes for each meeting
- Regular Project Status Reports and Schedule Updates
- Regular Action Items/Issues Log Reviews and Updates
- Regular Risk Management Plan Review and Updates

The Consultant shall provide an experienced Project Manager to perform the following services throughout the implementation of the Solution, and the subsequent integration/transition of the Solution with the Authority's next fare collection system:

- Manage deliverables for each phase of the project
- Be the Authority's single point of contact for all communication regarding work under this contract.
- Coordinate all tasks with the designated Authority Project Manager.
- Communicate regularly with the Authority's Project Manager and any other staff designated to discuss progress, critical risk factors that may affect the project schedule, or other success factors, as well as unique issues that may surface.
- Obtain signed Authority acceptance for tasks and deliverables as outlined and agreed upon in the system implementation plan.
- Establish and lead the project team to manage the mobile ticketing application system project.

2. Task 2: Implementation/Deployment

The Consultant shall provide a multi-phased deployment approach. The following capabilities must be available in the Solution and be available for the Authority to deploy in its timeline.

The following phases/tasks must be adhered to and specified phase deliverables produced by the Consultant as part of delivering a fully functional and tested mobile ticketing application:

a. Task 2.1: Project Initiation

The Consultant must meet with Authority project management and business area stakeholders for project planning, including review of proposed schedule, roles, and responsibilities, conduct complete review of functionality to be delivered, and other project activities.

The Consultant shall provide the following deliverables and perform the following actions during this task:

- Project Organization
- Project Schedule (Draft)
- System Implementation Plan (Draft)
- Project Resource Plan (Draft)
- Risk Management Plan (Draft)
- Project Kick Off Meeting (Consultant and the Authority)

b. Task 2.2: Design

The Consultant shall gather technical requirements and provide a detailed design, beginning with on-site assessment and discussions with affected Authority departments. It will include but not be limited to the following activities:

- Determine how the hardware (if any) and systems will be installed with exiting validating equipment
- Determine application presentation and user interaction including layouts and screenshots
- Determine how the solution will be managed on the backend
- Determine interactions with other systems (Trip planners, FAQ, etc.)

The Consultant shall provide the following deliverables and perform the following actions during this task:

- On-site Assessment; documentation of findings
- System Detailed Design
- System Implementation and Resource Plan (Final)
- Risk Management Plan (Final)
- Application Branding (to Authority specifications)
- Final Project Schedule

c. Task 2.3: Development

The Consultant shall develop and install all applications within a test environment so configuration and testing of the required functionality can be started. The engineering of validation hardware must be completed and a prototype available for testing.

The Consultant shall do the initial set-up and configuration, to allow testing and any required changes if needed.

The Consultant shall prepare and plan the rollout of the system, which includes training all Information Systems (IS), maintenance, administrators, and operational staff who will have a role in the support.

The Consultant shall provide the following deliverables and perform the following actions during this task:

- Mobile ticketing application
- Validation of API
- Test Environment
- Inspection of API
- Test Procedure/Plan including use cases; test scripts
- Training Plan (Draft)
- Maintenance & Support Responsibility Matrix (Draft)

d. Task 2.4: Integration Testing

The Consultant shall integrate and test the Solution with the Authority's assistance to ensure all required functionality is available and working as described in this document.

Testing will not be accepted until all functional requirements of the newly implemented mobile ticketing application system have been fully tested and approved by the Authority's project team.

The Consultant shall provide a test procedure document with test scripts for review and acceptance by the Authority, with the appropriate updates and/or revisions based on previous phase implementation findings.

The Consultant shall provide the following deliverables and perform the following actions during this task:

- Test Procedure/Plan including use cases; test scripts; acceptance test criteria (Final)
- Test Results, with Test Failure Log & Remediation Plan
- Training Plan (Final)
- Maintenance & Support Responsibility Matrix (Final)
-

e. Task 2.5: Training, Marketing and Outreach

The Consultant shall develop the training materials, marketing approach, and customer outreach.

The Consultant shall, with the Authority's assistance, develop training materials that will provide a basis to help instruct Authority customers on the easiest and most efficient way to use the system.

The Consultant shall develop a Marketing and Outreach plan with recommendations for a successful launch of mobile ticketing based on the Consultant's expertise. However, the Consultant shall not lead or customer outreach effort.

The Consultant shall provide high quality images for use in marketing materials, informational copy explaining how to use the system, and assist with motion graphics and other marketing materials needed to educate and promote the solution including branding of the application.

The Consultant shall provide the following deliverables and perform the following actions during this task:

- Marketing & Customer Outreach Plan
- User Training Plan and Documentation

f. Task 2.6: Deployment

Deployment may commence only after all testing issues and errors have been corrected to the Authority requirements. The Consultant shall install the hardware and software in the live environment and conduct training so that all pupils are knowledgeable and understand their role in managing the system.

If the Consultant's Solution required hardware to be installed on the Authority's vehicles, then the Consultant shall provide and install a first article of all onboard vehicle equipment of each vehicle type (e.g. Bus, Streetcar Platform, Shuttle, Van, etc.). The Authority will oversee, in conjunction with the Consultant, the installation of these first articles. After Authority inspection and approval of the first article of each different vehicle type, the Consultant shall proceed with installation based on the approved methodology and under Authority's quality assurance procedures.

The Consultant shall provide the following deliverables and perform the following actions during this task:

Deployment of all application software systems

- Delivery of all Documentation (Final)
- Integration of Trip Planning System
- Go Live Schedule and Transition Plan
- Security Certification Audit
- Training Conducted
- Acceptable First Articles provided

g. Task 2.7: Limited Rollout

The Authority will conduct a live test of the Solution with a limited and controlled

number of users. This limited testing will last at least thirty (30) days, during which the Authority will report to the Consultant any anomalies and performance issues. Issues determined by the Authority to require resolution prior to go-live must receive immediate attention and resolution from the Consultant. Issues determined by Authority to be less critical may be resolved on a schedule mutually agreed upon by the Authority and the Consultant.

The Consultant shall provide the following deliverables during this task:

- Limited Test Results & Test Failure Log
- Remediation Plan

h. Task 2.8: System Acceptance

The monitoring period will end after final acceptance and sign-off by the Authority.

The Consultant shall provide the following deliverables and perform the following actions during this task:

- Activation of Warranty & Maintenance processes and services
- Review of Lessons Learned Session

i. Task 2.9: Go-Live

The Consultant shall monitor the Solution for the first thirty (30) days of live revenue service and respond to issues so they are quickly resolved. The Authority may at its sole discretion extend this monitoring period until all issues are resolved.

The Consultant shall provide the following deliverables during this task:

- Final Action Items & Issues Log showing all items have been closed
- Revised (final) copies of all required documentation

3. Task 3: Post Go-Live Warranty and Support

After System Acceptance and sign-off by the Authority, the Consultant must provide a warranty period of one (1) year and will assist the Authority in troubleshooting and correcting any issues the Authority is unable to complete on its own. Any bug detected during that period must be fixed by the Consultant before the end of the warranty period.

Maintenance and support pricing and contractual terms will be negotiated prior to contract signing and will be a separate line item in the final contract. The Consultant should provide a copy of its standard Service Level Agreement (SLA) terms for the Authority to review as part of this proposal.

The Consultant shall at the beginning of the support year provide its latest PCI Compliance Audit.

The Consultant shall provide the following deliverables and perform the following actions during this task:

- Warranty Period Final Action Items & Issues Log showing all items have been found and closed
- Finalized copies of all required documentation (updated for issue fixes)
- PCI Compliance Audit

4. Task 4: Next Fare Collection System Integration/Transition

The Authority is defining requirements for a next Fare Collection System that is subject to OCTA's Board approval and separate from this Consultant's Solution.

This next Fare Collection System will not be procured under this contract. The next Fare Collection System would replace the back-end of the Authority's current fare management system and will be a hybrid of account-based and card-based technologies. The overall project includes provisions for updated software for managing customer accounts, as well as hardware, including but not limited to:

- Fareboxes
- Cashless Point of Sale Devices
- Validators (Bus, Streetcar Platform, On-demand vehicles)
- Administrative Point of Sale Devices
- Ticket Vending Machines
- Handheld Inspection Terminals

The next Fare Collection System Integrator would integrate or transition its system with the Consultant's Solution. The next Fare Collection System would capture, manage, and update customer account records based on its interaction with the various hardware devices above. The Mobile Ticketing Consultant shall perform all necessary updates and provide the assistance to the next Fare Collection System Integrator necessary to complete this integration or transition.

5. Task 5: Additional Service

The Consultant shall provide services relating to this project as required at any time following System Acceptance. If the need for additional services arises, the Authority will provide a defined requirement and schedule of deliverables to the Consultant.

The Consultant shall develop a cost estimate based only upon the Additional Service rate and associated travel. If this estimate is acceptable to the Authority, the Authority's Project Manager will provide approval to execute the requirement. The Consultant shall then perform that work.

6. Task 6: Design Reviews

Design reviews will be conducted to evaluate the progress and technical adequacy of the design and conformance to the performance requirements of the project. Prior to each review, the Consultant will submit a design review package that includes the design and other items required for the review.

Unless the Consultant proposes an alternate method, which is acceptable to OCTA, the design review will be divided into three distinct levels:

- i. Conceptual Design Review
- ii. Preliminary Design Review
- iii. Final Design Review

i. Conceptual Design Review

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

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

ii. Preliminary Design Review

The Preliminary Design Review is designed to review the adequacy of the selected design approach for equipment needed for collection of cash and evaluate requirement conformance. The Preliminary Design Review will represent approximately 65 percent (65%) completion of the total engineering effort for the system. At a minimum, the Preliminary Design Review will include:

- Detailed technical descriptions of the system's major components, allowing a thorough understanding of the implementation of the proposed System Components
- Drawing of passenger interface arrangements

- Preliminary installation layouts for onboard readers including mounting arrangements and installation methods
- Software system level flow charts, if applicable
- Software data backup and recovery procedures

iii. Final Design Review

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

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

7. Task 7: Testing

- a. The Consultant will be expected to develop a Testing Plan for the entire project. The Testing Plan should address each level of testing and be incorporated into the design reviews.
- b. The Testing Plan should include device and network integration testing as part of component development following an Agile software development lifecycle.
- c. The schedule will include testing of the user interface and user experience.
- d. The successful completion of the applicable design reviews will be a prerequisite to proceeding with testing.
- e. The Consultant will submit a Testing Plan for the Authority's review and acceptance at Final Design Review to be used in connection with all inspections and tests.
- f. The Testing Plan will include a detailed schedule indicating the sequence of each test and where and when each test will take place.
- g. The objective of the Testing Plan is to ensure that the system furnished by the Consultant will meet all the requirements specified in this document. Design

reviews, testing, and acceptance will be conducted throughout the project to satisfy the production and delivery schedule.

8. Task 8: Pilot

- a. The Consultant will install the Solution to a small subset (exact number will be defined during the Design phase) of the Readers as a proof of concept for pilot testing. The Consultant will install cabling and all other hardware as needed for this test (if required).
- b. The pilot testing program will be developed by the Consultant for approval by the Authority. The Consultant will jointly review results with the Authority and determine whether the testing indicates the integration is successful, in which case it will be installed on the balance of buses.
- c. If the pilot is unsuccessful, the Consultant will submit a remediation plan and remediation schedule to the Authority for approval and in accordance with the remediation plan, install the necessary fixes and retest according to the test plan.

9. Task 9: Installation

- a. All required software will be provided by the Consultant.
- b. The Authority will make the fleet available for a reasonable time for installation of the readers. Typically, vehicles will be available for installation during the hours of 6:00PM and 2:30AM for any physical updates required on the mobile validators. However, the solution is expected to have functionality capable of updating reader online, so it is unlikely that all work must be completed by 2:30AM so that vehicles can be released for daily service.
- c. The Authority will have maintenance personnel available for the installation period to advise and assist, but the Consultant will be expected to perform the actual installation and maintenance of the readers.

10. Task 10: Training and Documentation

The Consultant shall provide a Training Plan. The Training Plan should be a breakdown of proposed training tools including, videos, manuals, classes, etc. The Authority is a diverse organization with a number of different types of internal users of the data generated by system. Please identify how you will address the different training needs for the following organizations within the Authority, by proposed phases.

- Customer Service
- Marketing
- Coach Operators
- Revenue

- a. Training will include course development, the providing of instructors, the supply of handouts and manuals, the preparation of classroom aids, and all other items as required to satisfactorily prepare personnel to operate the Consultant supplied Solution.
- b. Detailed outlines, lesson plans, and tests will be submitted for approval at the Design Reviews. Instruction will be designed to include equipment familiarization, systems operations, and field and shop maintenance.
- c. The minimum training is that which is necessary to bring those employees designated to the level of proficiency required for operations, service, and maintenance of the furnished equipment.
- d. Formal training will include both classroom and practical work and will be augmented by informal follow-up as needed.
- e. The Consultant should also include roles and responsibilities and recommended tools and techniques for the Authority in the Training Plan.

11.Task 11: Documentation and Manuals

The Consultant will provide detailed manuals and documentation for the software platforms and general operation.

- a. The documentation will be based on the Consultant's standard documentation where it already exists.
- b. All documentation will provide sufficient description, detail, and illustration to support installation, configuration, operation provided by the Consultant.
- c. Manuals will contain diagrams, illustrations, flowcharts, and program code description as necessary to fully support Solution.
- d. For the duration of the entire contract (including any applicable option terms), if the Consultant produces updated or new training aids (e.g. video tapes, manuals, etc.), the Consultant will provide the Authority with copies of the updated material for its sole use in the Authority training programs, at no cost to the Authority.

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 0-2067

Enter below the proposed price for each of the work phases described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, and profits. The Authority's intention is to award a firm-fixed price contract.

INITIAL TERM: Effective through May 31, 2025

Task	Description	Firm-Fixed Price
1	Project Management	\$_____
2	Implementation/Deployment	\$_____
3	Post Go-Live Warranty and Support	\$_____
4	Next Fare Collection System Integration/Transition	\$_____
5	Additional Service	\$_____
6	Design Reviews	\$_____
7	Testing	\$_____
8	Pilot	\$_____
9	Installation	\$_____
10	Training and Documentation	\$_____
11	Documentation and Manuals	\$_____
12	License and Maintenance Fees – Year One	\$_____
13	License and Maintenance Fees – Year Two	\$_____
14	License and Maintenance Fees – Year Three	\$_____
15	License and Maintenance Fees – Year Four	\$_____
16	License and Maintenance Fees – Year Five	\$_____
Total Firm-Fixed Price		\$_____

Transaction Fees _____%

FIRST OPTION TERM: June 1, 2025 through May 31, 2027

Task	Description	Firm-Fixed Price
15	License and Maintenance Fees – Year Six	\$_____
16	License and Maintenance Fees – Year Seven	\$_____
Total Firm-Fixed Price		\$_____
Transaction Fees _____%		

SECOND OPTION TERM: June 1, 2027 through May 31, 2029

Task	Description	Firm-Fixed Price
17	License and Maintenance Fees – Year Eight	\$_____
18	License and Maintenance Fees – Year Nine	\$_____
Total Firm-Fixed Price		\$_____
Transaction Fees _____%		

- _____
1. I acknowledge receipt of RFP 0-2067 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

1 **PROPOSED AGREEMENT NO. C- 0-2067**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 _____
6 **THIS AGREEMENT** is effective this ____ day of _____, 2020
7 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street,
8 P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California
9 (hereinafter referred to as "AUTHORITY"), and , , , (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to develop and implement a
12 new mobile ticketing application; and

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

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

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

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

19 **ARTICLE 1. COMPLETE AGREEMENT**

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

25 B. AUTHORITY's failure to insist in any one or more instances upon CONSULTANT's
26 performance of any terms or conditions of this Agreement shall not be construed as a waiver or

EXHIBIT C

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

Names**Functions**

21 C. No person named in paragraph B of this Article, or his/her successor approved by
22 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function
23 or level of commitment hereunder be changed, without the prior written consent of AUTHORITY.
24 Should the services of any key person become no longer available to CONSULTANT, the resume and
25 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as
26 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key

1 person, unless CONSULTANT is not provided with such notice by the departing employee.
2 AUTHORITY shall respond to CONSULTANT within seven (7) calendar days following receipt of these
3 qualifications concerning acceptance of the candidate for replacement.

4 **ARTICLE 4. TERM OF AGREEMENT**

5 A. This Agreement shall commence upon execution by both parties, and shall continue in full
6 force and effect through May 31, 2025 (Initial Term), unless earlier terminated or extended as provided
7 in this Agreement.

8 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement
9 an additional twenty-four (24) months, commencing June 1, 2025, and continuing through
10 May 31, 2027 (First Option Term), and thereupon require CONSULTANT to continue to provide
11 services, and otherwise perform, in accordance with Exhibit A, entitled "Scope of Work," and at the
12 rates set forth in Article 5, "Payment."

13 C. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement
14 an additional twenty-four (24) months, commencing June 1, 2027, and continuing through
15 May 31, 2029 (Second Option Term), and thereupon require CONSULTANT to continue to provide
16 services, and otherwise perform, in accordance with Exhibit A, entitled "Scope of Work," and at the
17 rates set forth in Article 5, "Payment."

18 D. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish
19 its right to terminate the Agreement for AUTHORITY's convenience or CONSULTANT's default as
20 provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period
21 extending through May 31, 2029, which period encompasses the Initial Term, First Option Term, and
22 Second Option Term.

23 **ARTICLE 5. PAYMENT**

24 A. For CONSULTANT's full and complete performance of its obligations under this Agreement
25 and subject to the maximum cumulative payment obligation provisions set forth in Article 6,
26 AUTHORITY shall pay CONSULTANT on a firm-fixed price basis in accordance with the following

EXHIBIT C

provisions.

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

INITIAL TERM: Effective through May 31, 2025

<u>Tasks</u>	<u>Description</u>	<u>Firm-Fixed Price</u>
1	Project Management	\$.00
2	Implementation/Deployment	\$.00
3	Post Go-Live Warranty and Support	\$.00
4	Next Fare Collection System Integration/Transition	\$.00
5	Additional Service	\$.00
6	Design Reviews	\$.00
7	Testing	\$.00
8	Pilot	\$.00
9	Installation	\$.00
10	Training and Documentation	\$.00
11	Documentation and Manuals	\$.00
12	License and Maintenance Fees – Year One	\$.00
13	License and Maintenance Fees – Year Two	\$.00
14	License and Maintenance Fees – Year Three	\$.00
15	License and Maintenance Fees – Year Four	\$.00
16	License and Maintenance Fees – Year Five	\$.00
TOTAL FIRM-FIXED PRICE PAYMENT		\$.00

Transaction Fees _____%

/

EXHIBIT C

FIRST OPTION TERM: June 1, 2025 through May 31, 2027

<u>Tasks</u>	<u>Description</u>	<u>Firm-Fixed Price</u>
15	License and Maintenance Fees – Year Six	\$.00
16	License and Maintenance Fees – Year Seven	\$.00
TOTAL FIRM-FIXED PRICE PAYMENT		\$.00

Transaction Fees _____%

SECOND OPTION TERM: June 1, 2027 through May 31, 2029

<u>Tasks</u>	<u>Description</u>	<u>Firm-Fixed Price</u>
15	License and Maintenance Fees – Year Eight	\$.00
16	License and Maintenance Fees – Year Nine	\$.00
TOTAL FIRM-FIXED PRICE PAYMENT		\$.00

Transaction Fees _____%

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

D. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice submitted for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and shall be paid to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless

EXHIBIT C

1 AUTHORITY elects to audit CONSULTANT's records in accordance with Article 16 of this Agreement.
2 If AUTHORITY elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar
3 days of completion of such audit in an amount reflecting any adjustment required by such audit. During
4 the term of the Agreement, at its sole discretion, AUTHORITY reserves the right to release all or a
5 portion of the retained amount based on CONSULTANT's satisfactory completion of certain milestones.
6 CONSULTANT shall invoice AUTHORITY for the release of the retention in accordance with Article 5.

7 E. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in
8 duplicate to AUTHORITY's Accounts Payable office. CONSULTANT may also submit invoices
9 electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net. Each
10 invoice shall be accompanied by the monthly progress report specified in paragraph 0 of this Article.
11 AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each
12 invoice. Each invoice shall include the following information:

- 13 1. Agreement No. C- 0-2067;
- 14 2. Specify the task number for which payment is being requested;
- 15 3. The time period covered by the invoice;
- 16 4. Total monthly invoice (including project-to-date cumulative invoice amount); and
17 retention;
- 18 5. Monthly Progress Report;
- 19 6. Certification signed by the CONSULTANT or his/her designated alternate that a)
20 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The
21 backup information included with the invoice is true, complete and correct in all material respects; c) All
22 payments due and owing to subcontractors and suppliers have been made; d) Timely payments will
23 be made to subcontractors and suppliers from the proceeds of the payments covered by the
24 certification and; e) The invoice does not include any amount which CONSULTANT intends to withhold
25 or retain from a subcontractor or supplier unless so identified on the invoice.
- 26 7. Any other information as agreed or requested by AUTHORITY to substantiate

the validity of an invoice.

ARTICLE 6. MAXIMUM OBLIGATION

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

ARTICLE 7. NOTICES

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

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, California 92863-1584

ATTENTION:

ATTENTION: Iris Deneau

Senior Contract Administrator

(714) 560 - 5786

ideneau@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

A. CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not employees of AUTHORITY. CONSULTANT shall pay all wages, salaries and

1 other amounts due its employees in connection with this Agreement and shall be responsible for all
2 reports and obligations respecting them, such as social security, income tax withholding, unemployment
3 compensation, workers' compensation and similar matters.

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

8 **ARTICLE 9. INSURANCE**

9 A. CONSULTANT shall procure and maintain insurance coverage during the entire term of this
10 Agreement. Coverage shall be full coverage and not subject to self-insurance provisions.
11 CONSULTANT shall provide the following insurance coverage:

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

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

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

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

20 5. Professional Liability with minimum limits of \$1,000,000.00 per claim.

21 B. Proof of such coverage, in the form of a certificate of insurance, with the AUTHORITY, its
22 officers, directors, employees and agents, designated as additional insureds as required by contract. In
23 addition, provide an insurance policy blanket additional insured endorsement. Both documents must be
24 received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be
25 received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement. Such
26 insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the

1 AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies of all related
2 insurance policies.

3 C. CONSULTANT shall include on the face of the certificate of insurance the Agreement No.
4 C- 0-2067; and, the Senior Contract Administrator's Name, Iris Deneau.

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

8 E. CONSULTANT shall be required to immediately notify AUTHORITY of any modifications or
9 cancellation of any required insurance policies.

10 **ARTICLE 10. ORDER OF PRECEDENCE**

11 Conflicting provisions hereof, if any, shall prevail in the following descending order of
12 precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of
13 RFP 0-2067; (3) CONSULTANT's proposal dated _____; (4) all other documents, if any,
14 cited herein or incorporated by reference.

15 **ARTICLE 11. CHANGES**

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

24 **ARTICLE 12. DISPUTES**

25 A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact
26 arising under this Agreement which is not disposed of by supplemental agreement shall be decided by

EXHIBIT C

1 AUTHORITY's Director, Contracts Administration and Materials Management (CAMM), who shall
2 reduce the decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The
3 decision of the Director, CAMM, shall be final and conclusive.

4 B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with
5 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
6 CAMM. This Disputes clause does not preclude consideration of questions of law in connection with
7 decisions provided for above. Nothing in this Agreement, however, shall be construed as making final
8 the decision of any AUTHORITY official or representative on a question of law, which questions shall be
9 settled in accordance with the laws of the State of California.

10 **ARTICLE 13. TERMINATION**

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

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

26 /

ARTICLE 14. INDEMNIFICATION

CONSULTANT shall indemnify, defend, and hold harmless AUTHORITY, its officers, directors, employees and agents from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss, costs, penalties, fines, damages, bodily injuries, including death, damage to or loss of use of property, arising out of, resulting from, or in connection with the performance of CONSULTANT, its officers, directors, employees, agents, subconsultants or suppliers under the Agreement. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify AUTHORITY, its officers, directors, employees and agents shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of AUTHORITY.

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

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

Subcontractor Name/Addresses**Subcontractor Amounts**

.00

.00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

CONSULTANT shall provide AUTHORITY, or other agents of AUTHORITY, such access to

EXHIBIT C

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

10 **ARTICLE 17. CONFLICT OF INTEREST**

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

19 **ARTICLE 18. CODE OF CONDUCT**

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

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

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

representation may result in termination of this Agreement.

ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 22. PROHIBITED INTERESTS

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

ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS

A. The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made for CONSULTANT's records but shall not be furnished to others without written authorization from AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by AUTHORITY.

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any

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

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

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

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

26 B. CONSULTANT shall have sole control of the defense of any such claim or suit and all

EXHIBIT C

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

ARTICLE 25. FINISHED AND PRELIMINARY DATA

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

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

ARTICLE 26. FORCE MAJEURE

24
25 Either party shall be excused from performing its obligations under this Agreement during the
26 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its

EXHIBIT C

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.

ARTICLE 27. HEALTH AND SAFETY REQUIREMENT

CONSULTANT 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. C- 0-2067 to be executed as of the date of the last signature below.

CONSULTANT

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

Darrell E. Johnson
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

James M. Donich
General Counsel

Date: _____

APPROVED:

By: _____

Andrew Oftelie
Chief Financial Officer, Finance and Administration

Date: _____

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: CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

**ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

RFP Number: _____ RFP Title: _____

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed subconsultants and/or agent/lobbyist? Yes _____ No _____

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- | | | |
|---|-----------|----------|
| <input type="radio"/> The Prime Contractor | Yes _____ | No _____ |
| <input type="radio"/> Subconsultant | Yes _____ | No _____ |
| <input type="radio"/> Agent/Lobbyist hired by Prime
to represent the Prime in this RFP | Yes _____ | No _____ |

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Identify the Board Member(s) to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Steve Jones, Chairman
Andrew Do, Vice Chairman
Lisa A. Bartlett, Director
Doug Chaffee, Director
Laurie Davies, Director
Barbara Delgleize, Director
Michael Hennessey, Director
Gene Hernandez, Director
Joseph Muller, Director
Mark A. Murphy, Director
Richard Murphy, Director
Miguel Pulido, Director
Tim Shaw, Director
Harry S. Sidhu, Director
Michelle Steel, Director
Donald P. Wagner, Director
Greg Winterbottom, Director

EXHIBIT F: 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 G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror:_____

RFP No.:_____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

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

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

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:
