



AFFILIATED AGENCIES

Orange County  
Transit District

Local Transportation  
Authority

Service Authority for  
Freeway Emergencies

Consolidated Transportation  
Service Agency

Congestion Management  
Agency

February 25, 2021

**SUBJECT: Request for Proposals (RFP) 0-2690 “Back Office System and Customer Service Center Operations Services for the 405 Express Lanes in Orange County”**

Gentlemen/Ladies:

This letter and its Attachments comprise **Addendum No. 10** to the above captioned Request for Proposals (RFP) issued by the Orange County Transportation Authority (herein after “Authority”).

Offerors are advised that the Authority needed to make some changes to the RFP documents as described in the table below. The modifications to this RFP are to be construed as part of the document upon which the Offerors shall prepare their Proposals. Whenever possible, the Authority has provided the modified sections in a redline format (changes tracked).

The Authority has posted the revisions to the RFP referenced in the table below on the CAMM NET website, via this Addendum No. 10.

Items in the table below that are marked “Replace Existing Document(s)” are generally posted in a redline format to show the modifications from the most recent official version of that document. Revisions contained in this addendum are as follows:

<b>RFP Document</b>	<b>Replace Existing Document(s)</b>	<b>Comments</b>
Request for Proposals	Request for Proposals is replaced in its entirety	<p><b>1. Section I: Instructions to Offerors, D. Authority Contact is updated as follows:</b></p> <p>Commencing on the date of the issuance of this RFP and continuing until award of the Contract or cancellation of this RFP, no Offeror, Subcontractor, lobbyist or agent hired by the Offeror shall have any contact or communications regarding this RFP with any Authority staff <del>or officers</del>; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the</p>

		<p>Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any Offeror, Subcontractor, lobbyist or agent hired by the Offeror that engages in such prohibited communications may result in disqualification of Offeror at the sole discretion of the Authority.</p> <p>This change is made in response to question number 121.</p> <p><b>2. Form B, Campaign Contribution Disclosure Form, page 4 is updated as follows:</b></p> <p>ORANGE COUNTY TRANSPORTATION AUTHORITY AND AFFILIATED AGENCIES</p> <p>Board of Directors</p> <p><del>Steve Jones, Chairman</del> <del>Andrew Do, Vice-Chairman</del> <del>Mark A. Murphy, Vice Chairman</del> Director Lisa A. Bartlett, Director Doug Chaffee, Director <del>Laurie Davies, Director</del> Barbara Delgleize, Director <u>Brian Goodell, Director</u> <u>Patrick Harper, Director</u> Michael Hennessey, Director Gene Hernandez, Director <u>Steve Jones, Director</u> Joseph Muller, Director <u>Vicente Sarmiento, Director</u> <del>Richard Murphy, Director</del> <del>Miguel Pulido, Director</del></p>
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		<p>Tim Shaw, Director Harry S. Sidhu, Director <del>Michelle Steel, Director</del> Donald P. Wagner, Director</p> <p><b>3. Section II: Proposal Content, B. Forms, 14. Reference Forms – Form N is updated as follows:</b></p> <p><u>Offerors and Subcontractor(s), if Subcontractor(s) has the primary responsibility for either the Implementation and Maintenance Phase or the CSC Operations Phase Work,</u> shall complete and submit this Recent Client List with the Technical Proposal.</p> <p>Provide a list of all Offeror's <u>or Subcontractor's (as applicable)</u> contracts in the most recent three years, up to a maximum of 20 contracts.</p> <p>This change is made in response to question number 161.</p> <p><b>4. Form N is updated to add:</b></p> <p><u>Subcontractor Name (if applicable):</u></p> <p>This change is made in response to question number 161.</p> <p><b>5. Section II: Proposal Content, B. Forms, 15. Reference Forms – Form O has the following paragraph added:</b></p> <p><u>A Subcontractor shall complete Form O Part 1 reference(s) if a Subcontractor has the primary responsibility for the</u></p>
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		<p><u>implementation and Maintenance Work. A Subcontractor shall complete Form O Part 2 reference(s) if a Subcontractor has primary responsibility for the CSC operations Work.</u></p> <p>This change is made in response to question number 161.</p> <p><b>6. Form O-1 Part 1 is updated as follows:</b></p> <p>Offeror shall use this attachment to clearly demonstrate how Offeror <u>or Subcontractor (as applicable)</u> meets the <u>minimum</u> qualification requirements for Proposals with regard to Offeror <u>or Subcontractor (as applicable)</u> project experience. Each reference provided may be contacted by the Authority. Copy this form as needed to comply with the requirements outlined in the RFP for the Implementation and Maintenance Phase <u>minimum</u> qualifications. <b><i>References must be from a third party agency or company for whom Offeror <u>or Subcontractor (as applicable)</u> has performed similar services.</i></b></p> <p>Offeror Name: <u>Subcontractor Name (if applicable):</u></p> <p>Offeror's <u>or Subcontractor's (as applicable)</u> role on project and years of participation (mm/dd/yy to mm/dd/yy):</p> <p>This change is made in response to question number 161.</p>
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		<p><b>7. Form O-1 Part 2 is updated as follows:</b></p> <p>Offeror shall use this attachment to clearly demonstrate how Offeror <u>or Subcontractor (as applicable)</u> meets the minimum qualification requirements for proposals with regard to Offeror <u>or Subcontractor (as applicable)</u> project experience in Operations. Each reference provided may be contacted by the Authority. Copy this form as needed to comply with the requirements outlined in the RFP for minimum qualifications. <b><i>References must be from a third party agency or company for whom Offeror <u>or Subcontractor (as applicable)</u> has performed services.</i></b></p> <p>Offeror's Name:  <u>Subcontractor Name (if applicable):</u></p> <p>Offeror's <u>or Subcontractor's (as applicable)</u> role on project and years of participation (mm/dd/yy to mm/dd/yy):</p> <p>This change is made in response to question number 161.</p>
<p>Exhibit A</p>	<p>Exhibit A is replaced in its entirety</p>	<p><b>1. Exhibit A Definitions and Acronyms, Go-Live definition is updated to:</b></p> <p><u>Go-Live:</u> The date on which <u>I-405 toll revenue operations commences</u>; <del>when the BOS has been commissioned and the Contractor's operation of the GSC has commenced,</del> in accordance with the Scope of Work and Requirements.</p>

<p>Exhibit B Scope of Services</p>	<p>Exhibit B Scope of Services is replaced in its entirety</p>	<ol style="list-style-type: none"> <li>1. <b>Exhibit B Scope of Services, Section 1.4 New I-405 CSC Facility, Maintenance changed to maintenance (6 instances)</b></li> <li>2. <b>Exhibit B Scope of Services, Section 1.4 New I-405 CSC Facility, Equipment changed to equipment</b></li> </ol>
<p>Exhibit B Volume III</p>	<p>Exhibit B Volume III is replaced in its entirety</p>	<ol style="list-style-type: none"> <li>1. <b>Exhibit B, Vol III, Sect. 1.1.2. I-405 CSC and WIC Facility, Requirement #7 is updated as follows:</b>   <p>The Contractor shall facilitate, coordinate and be the point of contact for all I-405 CSC Facility and <del>E</del>equipment related <del>M</del>maintenance and repairs that are not the fault of the Contractor (either the Authority will pay directly for the <u>maintenance and repairs</u> or Authority will request that the Contractor pay and submit for payment through the weekly accounts payable batch process). All Contractor labor necessary for these services shall be included in the Contractor's Price Proposal and shall not be invoiced or be considered additional Work. Repairs that are the result of Contractor actions shall be handled and paid for by the Contractor alone and the Authority shall be notified and kept informed.</p> <p>This change is made in response to question number 162.</p> </li> <li>2. <b>Exhibit B, Vol III, Sect 1.1.2.2. New I-405 CSC and Walk-in Center (WIC), Requirement #19 is updated as follows:</b></li> </ol>

		<p>The Contractor shall <del>provide Maintenance at this Facility and</del> ensure that the Facility is professional in appearance and clean.</p> <p>This change is made in response to question number 162.</p> <ol style="list-style-type: none"> <li><b>3. Exhibit B, Vol III, Section 1.1.2. I-405 CSC and WIC Facility, Introduction, Maintenance changed to maintenance</b></li> <li><b>4. Exhibit B, Vol III, Section 1.1.2. I-405 CSC and WIC Facility, Requirement #7, Maintenance changed to maintenance (2 instances)</b></li> <li><b>5. Exhibit B, Vol III, Section 1.1.2. I-405 CSC and WIC Facility, Requirement #7, Equipment changed to equipment</b></li> <li><b>6. Exhibit B, Vol III, Section 1.1.2.1. OCTA Store WIC, Introduction, Equipment changed to equipment</b></li> <li><b>7. Exhibit B, Vol III, Section 1.1.2.2. New I-405 CSC and Walk-in Center (WIC), Requirement #20, Maintenance changed to maintenance</b></li> </ol>
<p>Exhibit E</p>	<p>Exhibit E is replaced in its entirety</p>	<ol style="list-style-type: none"> <li><b>1. Exhibit E, Article 5, paragraph C. has the last sentence updated as follows:</b></li> </ol> <p>C. Extensions Not Constituting Waiver: AUTHORITY's election to extend the Initial Term under Option Term 1 and/or Option Term 2, shall not diminish its right to terminate the AGREEMENT for</p>

		<p>AUTHORITY's convenience or CONTRACTOR's default as provided elsewhere in this AGREEMENT. The maximum Term of this AGREEMENT shall be <del>thirteen (13)</del><u>fourteen (14)</u> years from the Effective Date.</p> <p>This change is made in response to question number 175.</p> <p><b>2. Exhibit E, Article 72, paragraph C. has the last sentence updated as follows:</b></p> <p>CONTRACTOR shall not comment publicly to the press or any other media regarding the Agreement or <u>AUTHORITY's</u><del>LOCAL AGENCY's</del> actions on the same, except to <u>AUTHORITY's</u><del>LOCAL AGENCY's</del> staff, CONSULTANT's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.</p> <p>This change is made in response to question number 180.</p>
<p>Form Q Conformance Matrix</p>	<p>Form Q Conformance Matrix is replaced in its entirety</p>	<p><b>1. Includes updates to Exhibit B requirements.</b></p>

Offerors are advised that the latest Proposers' Questions and Authority's Responses Log is included as part of this Addendum No. 10.

Offerors are advised that the previous response to Question No. 121 issued with Addendum No. 9 has been revised and a new response to Question No. 121 is included as part of this Addendum No. 10.



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Offerors are advised that the Authority would like to make the following clarification of the Disadvantaged Business Enterprise requirements:

The DBE participation achieved towards the contract DBE goal is based on the value of DBE participation (all tiers) divided by the Prime Contractor's total contract value. DBE commitments at all tiers are combined to get the total value of DBE participation. If a DBE has a contract but then subcontracts a portion of that work out, it would not include the portion of work it is not performing in its DBE participation.

Example: Prime -> Sub 1 Non-DBE \$100 (Tier 1) -> Sub 2 DBE \$40 (Tier 2) -> Sub 3 DBE \$10 (Tier 3), etc.

Based on the above example the total DBE participation would be \$40, the total value of the Tier 2 DBE's self-performed work (\$30) and the Tier 3 DBE's work (\$10). Note: this example assumes that both of these DBE firms are subconsultants allowing them 100% credit for the work they performed. If they were suppliers a 60% factor would be applied:

the total DBE participation would be \$24, the total value of the Tier 2 DBE's self-performed work (\$18) and the Tier 3 DBE's work (\$6).

Offerors are advised that the Authority would like to make the following clarification of the CSC Operations Support for Ramp-Up Customer Services requirements:

The BOS will need to be up and running to support Ramp-Up/Customer Services.

The liquidated damages associated with the Performance Measures will not apply until the Operations and Maintenance Phase begins at Go-Live; however, during Ramp-up/Customer Services the Contractor is expected to staff operations and perform at the level indicated by the Performance Measures.

The Authority does not have anticipated volumes for this period.

Offerors are advised that the Davis-Bacon Act Wage Determination # CA20210024 is included as part of this Addendum No. 10.

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Offerors are advised that the Authority has made available, on its CAMMNET website, a DBE Responsiveness Training which can be found at the following link: <https://cammnet.octa.net/dbe-accordion/>. Offerors are encouraged to visit and benefit from the information provided at the link.

Offerors are reminded to acknowledge receipt of this **Addendum No. 10** in their Letter of Transmittal, which is to accompany the proposal.

Offerors are advised that all changes addressed in this **Addendum No. 10** shall be incorporated into the final Agreement.

Questions regarding this **Addendum No. 10** should be directed to the undersigned at 714-560-5743.

Sincerely,

*Bob Webb*

Bob Webb

Principal Contracts Administrator

Contracts Administration and Materials Management

Proposers' Questions and Authority's Responses LOG

**RFP 0-2690**

**Back office System and Customer Service Center Operations Services  
for the 405 Express Lanes in Orange County**

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
1.				I am unable to extract the following forms from the main RFP file "RFP 0-2690.pdf". I get the following error: "There was a problem reading this document (15)." Form D-3: Bidders List Form O: Reference Forms Form P: List of Subcontractors Are you able to send these forms out separately so they can be filled in?	Forms D-3: Bidders List, Form O: Reference Forms and Form P: List of Subcontractors are included as separate documents in Addendum No. 6.	
2.				Our primary concern is around the requirement to pre identify the key team personal who we would use to staff. These people would not be hired unless we won the bid. Is this a requirement?	Yes it is a requirement to identify key personnel within your proposal. Please See instructions to identify Key Team Personnel in Section II. A. 4. Proposal Section B – Staffing and Project Organization.	
3.				Can you share any info on why the first bid was not awarded and reissued?	The first procurement was not awarded due to OCTA's desire to increase competition to meet federal funding requirement.	
4.				Is this for the Toll Roads in Irvine on Pacifica?	No, it is not. This Express Lanes facility is for the freeway widening project on the I-405 in Orange County.	
5.				Where is the office?	The customer service center office will be located somewhere along the I-405 project corridor, to be determined in the near future.	
6.				Will there be any requirement for console or technical furniture for the CSC Operations Space being provided by OCTA for the project?	As part of the facility build-out, OCTA will provide the console or technical furniture for the CSC Operations space based on a design developed by OCTA and the selected Offeror. That furniture will not be acquired by the selected Offeror as part of this RFP.	
7.				OCTA is planning on a TSOC. Will that facility be controlling traffic for this project?	The Traffic Operations Center that will monitor the I-405 Express Lanes has been acquired as part of a previous RFP and is planned to be located at the OCTA Bus Yard Building in Santa Ana.	
8.	N/A	Form Q	Conformance Matrix	Please note that Form Q is 'Protected' and we are therefore unable to add input.	Instructions are available in the "Instructions" tab of Form Q and in this addendum. Responses are only allowed for the rows with requirements. Submit a follow up question if this remains an issue.	Added "Instructions for Completing Conformance Matrix" to Form Q: Conformance Matrix, page 57 in the RFP. These instructions are a tab of the Excel file version of the Conformance Matrix included in the RFP zip file, but were not included in the PDF version of the RFP.  Addendum No. 6

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
9.	32/1132	Section 4	DBE Program Requirements and forms	Please clarify if Form D-2 (Good Faith Efforts) is required if the DBE goal is met. Conflicting requirement: Form D02 states it must be completed even if the goal is met, whereas, the RFP indicates to include only if the DBE goal wasn't met.	<p>The DBE Information – Good Faith Efforts (Form D-2) is not required if the DBE goal is met with eligible participation on Exhibit 10-01 “Consultant Proposal DBE Commitment Form” (Form D-1) and supported by DBE Letters of Acknowledgement and Commitment from each listed DBE firm.</p> <p>The language on Form D-2 “Proposer should submit the following information even if the “DBE Participation Commitment Form” indicates that the proposer has met the DBE goal.” was included to encourage submission of Form D-2, to protect the proposer’s eligibility for award of the contract if Authority determines that the proposer failed to meet the goal for various reasons, e.g., a DBE firm was not certified at proposal submission, or the proposer made a mathematical error.</p>	
10.	21/1132	Section A.1	Format	Regarding using a single method of fastening, please confirm if a 3-ring binder is acceptable.	Authority confirms that a 3-ring binder an acceptable method of fastening a proposal.	
11.				Is it possible to filter specifically for print/mail house related DBE's? If so, how can the potential Offeror do this?	<p>A few of the NAICS codes associates with printing are as follows:</p> <ul style="list-style-type: none"> <li>• 323111 - Commercial Printing (except Screen and Books)</li> <li>• 323120 Support Activities for Printing</li> <li>• 511199 All Other Publishers</li> </ul> <p>A few of the Work Category codes (WCC) associated with printing are as follows:</p> <ul style="list-style-type: none"> <li>• D2750 COMMERCIAL PRINTING</li> <li>• D2790 PRINTING TRADE SERVICES</li> </ul> <p>For detailed instructions on searching by a NAICS/WCC please see the attachment to Addendum No. 7 labeled “How to Create a DBE Listing by Location and Scope”.</p>	
12.				Could Authority confirm that Douglas Stewart is not considered a DBE company? From the previous proposal, it seemed as if they were close to becoming one within the next couple of months, so we are curious if you had a more updated list of DBE's?	As of January 29, 2021, this firm was not found in the CUCP database of certified firms when searching by firm name. (See Attachment to Addendum No. 7) The best way to search for a firm's certification is by its Certification Firm ID, if available. For detailed instructions on searching by a Firm ID or name, please see the attachment to Addendum No. 7 labeled “How to Verify if Your Listed DBE Firms are Certified”.	
13.				Please reconfirm the due date for this procurement by providing it in response to answers to questions.	The due date for this procurement is March 22, 2021.	
14.				Why has this bid been released at this time?	The I-405 Express Lanes are brand new and currently not in operation. The solicited services are needed to meet the I-405 Express Lanes opening date.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
15.				Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable.	The I-405 Express Lanes are brand new and currently not in operation.	
16.				Has the current contract gone full term?	The I-405 Express Lanes are brand new and currently not in operation.	
17.				What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?	The I-405 Express Lanes are brand new and not currently in operation; therefore, current data are not available.	
18.				Please provide a complete list of the means of inbound and outbound communication the call center must accommodate.	<ul style="list-style-type: none"> <li>• Phone</li> <li>• Chat</li> <li>• Email</li> <li>• SMS</li> <li>• Fax</li> <li>• USPS</li> <li>• Walk-in</li> </ul>	
19.				Is previous experience with any specific customer information systems, phone systems, or software required?	The requirements do not dictate the use of specific systems. However, the potential Offeror is required to provide customer information systems, phone systems, and software, as well as other components, to meet the Scope of Work.	
20.				What is the minimum required total call capacity?	Exhibit B, Volume II, Section 1.13.1. Telephony Systems Requirements, Requirement 1311 – The Contractor shall provide sufficient Session Initiation Protocol (SIP), or equivalent, to support 200 percent of anticipated call volumes.	
21.				What is the minimum simultaneous inbound call capacity?	Exhibit B, Volume II, Section 1.13.1. Telephony Systems Requirements, Requirement 1307 – The Contractor shall provide a telephony system including an automated call distributor (ACD) that is fully integrated with the BOS for capable of simultaneously handling inbound/outbound customer calls, all CSC Operations calls and on-site BOS personnel internal calls. The telephony system shall be capable of meeting all current and future capacity Requirements.	
22.				What is the maximum wait time?	There is not a defined maximum wait time. The Operational Performance Measure that must be achieved is 80% of all calls must be answered within 60 seconds.	
23.				What is the maximum hold time?	There is not a defined maximum hold time.	
24.				What percentage of inbound calls must be answered by a live operator?	There is no requirement or performance measure for percentage of inbound calls answered by a live operator.	
25.				What percentage of calls must be resolved without a transfer, second call, or a return call?	There is no requirement or performance measure for the percentage of transfers.	
26.				What is the maximum percentage of calls that can be terminated by the caller without resolution?	There is no requirement or performance measure for the maximum number of calls that can be terminated without resolution.	
27.				Is there a minimum or maximum number of operators and supervisors?	The Offeror is required to use its knowledge and experience to staff the CSC with the correct number of operators and supervisors to consistently meet the performance measures.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
					The number of operators and supervisors must be within the approved price proposal and adhere to the approved staffing plan.	
28.				What are the call center's hours of operation?	The minimum hours of operation can be found in Exhibit B, Volume III, Section 1.1.2.2.1. Hours of Operation and Holidays, Requirement 27 provides the Call Center hours of operation as 8:00am – 6:00pm Monday – Friday, Pacific Time.	
29.				What are the required language options?	Exhibit B, Volume III, Section 1.1.2.3. Serving Customers with Special Needs, Requirement 32. English and Spanish are required onsite and the Contractor shall provide a real-time translation service for all other languages.	
30.				What is the required degree of dedication for the call center?	The call center systems supporting the call center staff is intended to be 100% dedicated to this project.	
31.				What is the required degree of dedication for the operators?	The operators and supervisors will be located at an OCTA provided facility and are intended to be 100% dedicated to this project.	
32.				Are callers required or allowed to connect with a message verification system or pre-recorded message before connecting to a live operator, or must a live operator be the initial contact?	Callers are allowed to connect with an IVR/automated system prior to connecting to a live operator. However, the Operational Performance Measure that must be achieved is 80% of all calls ( <b>requesting to speak with a CSR</b> ) must be answered ( <b>by a CSR</b> ) within 60 seconds.	
33.				What are the recording requirements for inbound and outbound phone calls and how long must recordings be maintained?	Exhibit B, Volume I, Section 4.2.17. Records, Requirement 180 requires that customer phone calls shall be online and readily available for a minimum of 2 years after date of recording.	
34.				What are the recording and storage requirements for non-phone communications?	Exhibit B, Volume I, Section 4.2.17. Records, Requirements 179 and 180 provide direction on non-phone communication retention.	
35.				What information is to be included in call logs?	General logging requirements are provided in Exhibit B, Volume II, Section 1.1.2.4. Logging Mechanism. In addition, the Offeror should anticipate that all information collected by the system related to a customer contact will be stored appropriately in the BOS.	
36.				What was your average monthly call volume over the past year?	The I-405 Express Lanes are brand new and currently not in operation; therefore, current data is not available.	
37.				What is the current number of seats for operators and supervisors at your existing call center?	The I-405 Express Lanes are brand new and currently not in operation; therefore, current data is not available.	
38.				What is the current average wait time for phone calls?	The I-405 Express Lanes are brand new and currently not in operation; therefore, current data is not available.	
39.				What is the current average handle time for phone calls and other types of communications?	The I-405 Express Lanes are brand new and currently not in operation; therefore, current data is not available.	
40.				What is the current average after-call work time for operators?	The I-405 Express Lanes are brand new and currently not in operation; therefore, current data is not available.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
41.				Over the past year, what is the percentage of calls received in English versus non-English?	The I-405 Express Lanes are brand new and currently not in operation; therefore, current data is not available.	
42.				Over the past year, what percentage of calls received were in Spanish?	The I-405 Express Lanes are brand new and currently not in operation; therefore, current data is not available.	
43.				What time of day, days of the week, or times of the year do calls typically peak?	The I-405 Express Lanes are brand new and currently not in operation; therefore, current data is not available.	
44.	140/1132	Section 7.2.1	Unit Testing	Please clarify the term "Unit Testing" as its definition and scope is unclear and may be referring to a formal FAT (Factory Acceptance Phase). We respectfully ask if "Unit Testing" should be replaced with "System Testing".	Unit Testing will not be replaced with System Testing. System Testing is not a defined term. Please feel free ask a more specific follow-up question regarding Unit Testing requirements or to clarify the scope.	
45.	95/1132	Exhibit B, Volume I, Req 64	ADA Compliance	Please clarify if the ADA compliance is applicable only to the Self Service Web site.	ADA compliance is applicable in areas in addition to the Self Service Website, for example: <ul style="list-style-type: none"> <li>• See Exhibit B, Volume I, Section 2.4. Staff Selection Requirements, Requirement 64</li> <li>• See Exhibit B, Volume III, Section 1.1.2. I-405 CSC and WIC Facility, Requirement 10, The Contractor shall provide and install all internal workspace signage and name plates that are Americans with Disabilities Act (ADA) compliant.</li> <li>• See Exhibit B, Volume III, Section 1.1.2.3. Serving Customers with Special Needs, in total</li> </ul>	
46.	620/1132	Exhibit C	Preliminary Milestone Schedule	Please clarify what triggers the O&M phase to start. Month 36? Does it start as soon as month 30 when the BOS Acceptance phase is approved or at month 36?	The Operations and Maintenance Phase begins at Go-Live.	
47.	450/1132	Operations KPIs, #'s 7 and 13	KPI's	Operations KPI #'s 7 and 13 appear to be duplicates of each other. Would the agency consider consolidating to one?	Authority will not consider consolidating these. KPI #7 is Speed of Answer for the Call Center. KPI #13 is WIC wait time.	
48.	450/1132	Operations KPI #12	KPI's	Operations KPI #12 regarding first contact resolution. To accurately and completely resolve many issues will require follow up with the customer (i.e. customer providing documentation etc.). Contractor is waiting on customer in order to resolve. These could easily be misidentified as not meeting first contact KPI. Would agency please consider adding language exempting contacts where Contractor is waiting on customer response in order to resolve?	Authority will not consider adding this language. The KPI of 85% allows for 15% of the contacts to be unresolved after the first contact. Customer Survey question(s) for First Contact Resolution will be developed during the Implementation Phase to incorporate potential follow up time for additional customer response	
49.	450/1132	Operations KPI #14	KPI's	Operations KPI #14 regarding case resolution. To accurately and completely resolve many issues will require follow up with the customer (i.e. customer providing documentation etc.). Contractor is waiting on customer in order to resolve. Would agency please consider adding language exempting cases where Contractor is waiting on customer response in order to resolve	Authority will not consider adding this language. The clock for this measure will not count time during which the Contractor is waiting for response from Authority or from the customer. Cases will have dispositions that will indicate waiting on customer or Authority documentation/response which will be agreed upon during the Implementation Phase.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
50.	451/1132	Operations KPI #15	KPI's	Operations KPI #15 regarding monthly case resolution. To accurately and completely resolve many issues will require follow up with the customer (i.e. customer providing documentation etc.). Contractor is waiting on customer in order to resolve. In some cases the customer may never provide promised documentation or complete required action. Would agency please consider adding language exempting contacts where Contractor is waiting on customer response in order to resolve	Authority will not consider adding this language. Cases which will be reviewed for accuracy will be cases which are deemed closed by the Contractor.	
51.	451/1132	Operations KPI #18	KPI's	Operations KPI #18 regarding high priority case resolution. To accurately and completely resolve many issues will require follow up with the customer (i.e. customer providing documentation etc.). Contractor is waiting on customer in order to resolve. Would agency please consider adding language exempting cases where Contractor is waiting on customer response in order to resolve	Authority will not consider adding this language. The clock for this measure will not count time during which the Contractor is waiting for response from Authority or from the customer. Cases will have dispositions that will indicate waiting on customer or Authority documentation/response which will be agreed upon during the Implementation Phase.	
52.	All	Form Q	Conformance Matrix	As a follow-up to the Authority's response to Addendum #6 regarding protected cells, it appears that Column C is greyed out for rows that are requirements, based on the requirement number expressed in Column A. Even so, those rows require a response to the other columns. One example is Volume II, lines 157-166. Please clarify that a response is needed for Column's D - H, even if Column C is greyed out.	A response is required for each requirement. If Column C is greyed out, then provide a response in Columns D – H.	
53.	21/1132	Section II. Proposal Content	Proposal Format and Content	In regards to the double-spacing requirement, we respectfully request something less restrictive, possibly 1.2 - 1.5 spacing.	No change will be made to the RFP requirements.	
54.	49/1132	Exhibit A	Definitions – Merchant Services Provider	The Authority is asking that the Contractor also provide the Merchant Services Provider as part of their overall scope of services. Question: Will the Authority be the Merchant of Record (MOR) and sign any resulting merchant services agreement, or does the Authority expect the Contractor to act as the MOR?	Authority will be the Merchant of Record. Contractor will be the Submitter.	
55.	RFP page 11	I.U	Execution of Contract	The RFP provides that a "Letter of Guaranty" may be required at the Authority's sole discretion. The notion of "Letter of Guaranty" is not defined in the RFP.  <b>Question:</b> Given that the RFP already requires the Contractor to provide Performance Bonds, Payment Bonds and Operation and Maintenance Bonds, please confirm that at this time a Letter of Guaranty is not required.	At this time, a Letter of Guarantee is not required in addition to the Payment and Performance bonds.	



Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
56.	, 6 of 10	Exhibit B, Scope of Work, Volume IV Section 1.2	CSC Operations Performance Measurement	<p>KPI #8 Abandon Rate – The Contractor shall ensure incoming calls do not abandon prior to speaking with a CSR.</p> <p><b>Question:</b> Performance Measure #8 does not specify a reduction related to short abandon calls. Will the Agency consider excluding for short abandon calls (calls less than 30 seconds) from the metric?</p>	No change will be made to the RFP requirements.	
57.	10-11 of 109	Exhibit E, Proposed Agreement, Article 4.C.6	Key Team Personnel	<p><b>Question:</b> Would the Authority consider amending this clause to require Contractor to provide resume and qualifications of a proposed replacement no later than 30 Business Days after Contractor becomes aware that a Key Team Personnel is no longer available?</p> <p>Question: Would the Authority consider LDs are imposed if Contractor isn't demonstrating consistent reasonable efforts to fill the position?</p>	No change will be made to the RFP requirements.	
58.	15 of 109	Exhibit E, Proposed Agreement, Article 7.D	Start and Phases of Work	<p>Proposer acknowledges that the Authority may change the Go Live date by up to 90 days in either direction. However, such a move will likely impact schedule, planning and costs. Proposer suggests that such a significant schedule change should be subject to the contractual change procedure.</p> <p><b>Question:</b> Will the Authority please add language providing that the Authority must use the change procedure to change the Go Live date?</p>	No change will be made to the RFP requirements.	
59.	26-28 of 109	Exhibit E, Proposed Agreement, Article 14	Indemnification	<p><b>Question:</b> Will the Authority consider including a cross-indemnity provision whereby Authority shall defend, indemnify and hold harmless Contractor for negligent acts by the Authority?</p>	No change will be made to the RFP requirements.	
60.	26-28 of 109	Exhibit E Proposed Agreement, Article 14	Indemnification	<p><b>Question:</b> Please confirm that the obligations of Article 14 only attach to causes of action or IP infringement (or alleged infringement) that occurred during the term of the Agreement (although the obligation itself may still be exercised after the term of the Agreement).</p>	No change will be made to the RFP requirements. Section 14 by its terms is limited to claims "in connection with or arising out of the performance of this Agreement." With respect to IP, indemnity obligations apply during any period in which a claim is made against AUTHORITY for IP infringement.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
61.	26 of 109	Exhibit E, Proposed Agreement, Article 14.A	Indemnification	<p><b>Question:</b> Please add language clarifying that the intention of the indemnification clause is not to provide an alternative means of dealing with inter-party disputes.</p> <p>For example: "The indemnification requirement set forth in this Section 14.A is intended to provide protection to AUTHORITY with respect to third-party claims. It is not intended to provide AUTHORITY with an alternative cause of action for damages incurred directly by AUTHORITY with respect to any breach of this AGREEMENT."</p>	No change will be made to the RFP requirements. Under California law, Indemnity provisions only relate to third party claims unless the Agreement provides otherwise. See <i>Zalkind v. Ceradyne, Inc.</i> (2011) 194 Cal.App.4 <sup>TH</sup> 110. The Agreement does not provide otherwise.	
62.	26-28 of 109	Exhibit E, Proposed Agreement, Article 14	Indemnification	<p><b>Question:</b> Will the Authority consider adding language stating that if the Authority is found to be partially at fault, Contractor is not required to indemnify the Authority from or against the percentage of fault attributable to the Authority?</p>	No change will be made to the RFP requirements.	
63.	34 of 109	Exhibit E, Proposed Agreement, Article 17.A	Disputes	<p>The dispute resolution provision suggests that all decisions, except questions of law, will be decided by the Authority itself and does not provide any opportunity to appeal.</p> <p><b>Question:</b> Will the Authority consider adding an appeal right?</p>	No change will be made to the RFP requirements. The language specifies that no decision by Authority on a question of law is binding. It does not state all other questions are binding as suggested. The right of appeal is with the superior court or as the parties may otherwise agree.	
64.	34 of 109	Exhibit E, Proposed Agreement, Article 17	Disputes	<p>The dispute resolution provision suggests that all decisions will be made by the CAMM, but proposer suggests that certain matters should be excluded due to their subject matter.</p> <p><b>Question:</b> Will the Authority consider adding a list of "Excluded Matters" that will be sent directly to Orange County courts or arbitration rather than to the Authority's CAMM? Matters that are customarily excluded from agency decision-making include: (a) disputes involving intellectual property rights, (b) disputes unrelated to Scope of Work, payments, or the Agreement, and (c) disputes about termination other than for cause.</p>	No change will be made to the RFP requirements. See above response. In addition, one of the primary purposes of the administrative dispute resolution process is to avoid litigation no matter what matter be the subject of the dispute	
65.	34 of 109	Exhibit E, Proposed Agreement, Article 17.B	Disputes	<p>The dispute resolution clause says questions of law will be settled in Orange County Courts or the parties may elect mediation or arbitration.</p> <p><b>Question:</b> Will the Authority consider adding a provision waiving the right to jury trial for questions settled in Orange County Courts?</p> <p><b>Question:</b> Will the Authority consider adding a provision requiring the use of California law for questions settled by arbitration?</p>	No change will be made to the RFP requirements. The parties can agree to waive a jury trial. To the extent the parties agree to arbitration, the rules therefore can be agreed upon at that time.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
66.	34-38 of 109	Exhibit E, Proposed Agreement, Article 18 & 19	Liquidated Damages/Actual Damages	<p><b>Question:</b> Will the Authority consider placing a cap on both the Implementation damages and the Operations damages?</p> <p><b>Question:</b> Will the Authority also consider adding a provision that except for losses under these Articles, neither party will be liable to the other for any special, consequential, punitive or other indirect damages?</p>	No change will be made to the RFP requirements.	
67.	38 of 109	Exhibit E, Proposed Agreement, Article 20.A	Risk of Loss	<p>This section says that Proposer carries risk of loss "except to the extent caused by the sole negligence ... of the Authority". The combination of "to the extent" and "sole negligence" is ambiguous.</p> <p><b>Question:</b> Will the Authority please delete the word "sole" so that the Authority's intended meaning is clear?</p>	No change will be made to the RFP requirements. Contractor is in the best position to defend against a risk of loss. This provision is to avoid having Contractor shift partial blame to the Authority. These are common contractual terms.	
68.	38-40 of 109	Exhibit E, Proposed Agreement, Article 21.A.1	Event of Default	<p><b>Question:</b> Please consider adding the following clarifications to defaults:</p> <p>(a): add materiality thresholds for dollar amounts and days delay;</p> <p>(b): make a definitive list, not any Deliverable; if Authority wants more than insurance, bonds and other performance security, please specify;</p> <p>(c): delete – many factors can contribute to a project's failure to strictly adhere to schedule, and other protections are in place for failure to meet terms of agreement;</p> <p>(g): see comment to (a);</p> <p>(i) change to "Contractor takes an action without approval of Authority, where required under this Agreement"; and</p> <p>(k) add materiality threshold.</p>	No change will be made to the RFP requirements.	
69.	40-41 of 109	Exhibit E, Proposed Agreement, Article 21.A.2		<p>To provide certainty in the operation of the Agreement, Proposer requests that the Agreement provide for a minimum period in which to provide requested assurances.</p> <p><b>Question:</b> Will the Authority please add language stating that the time period to provide requested assurances is not less than 15 days, which would match the cure period in Article 21.B.</p>	No change will be made to the RFP requirements. Unlike 21.B, which is a time period for curing a default, 21.A.2 is not a time period for cure, but rather submission of written documentation that Contractor can perform. Outside of providing a written assurance, the Contractor is not being asked to take any action.	
70.	42 of 109	Exhibit E, Proposed Agreement, Article 21.C.1	Remedies in the Event of Default: Notice of Termination for Cause	<p><b>Question:</b> Please delete the following from lines 16-19: "including but not limited to all technical specifications, drawings, source code, and object code placed in Escrow. Authority may make such escrowed materials available to third parties, along with third party licenses and Software, and/or procure other materials, plant, tools, Equipment and supplies." Escrow is separately dealt with in Article 27.</p>	No change will be made to the RFP requirements.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
71.	44 of 109	Exhibit E, Proposed Agreement, Article 22.A	Termination for Convenience	<p><b>Question:</b> Will the Authority please add a 90-day notification period to exercise termination for convenience?</p> <p><b>Question:</b> Please provide specificity for allowable costs, e.g., costs necessary to affect such termination, including without limitation reasonable costs incurred in performing the obligations under Article 36.</p>	No change will be made to the RFP requirements.	
72.	44 of 109	Exhibit E, Proposed Agreement, Article 22.B	Termination for Convenience	<p>This section broadly claims ownership of all reports, investigations, appraisals, drawings, etc. performed to the date of termination. This is fair insofar as it relates to Authority data and other information belonging to Authority. However, it is too broad because it catches internal notes and studies which may not exclusively relate to the Authority and which may not be intended for the Authority's review or consumption.</p> <p>Moreover, this section is too broad to the extent it claims ownership of any of Contractor's or subcontractor's proprietary information or software (including data reporting tools) which may be included in or used in the preparation of such reports, investigations, etc.</p> <p><b>Question:</b> Please exclude internal documentation, correspondence, etc. from this Section.</p> <p><b>Question:</b> Please exclude proprietary information or software (including reporting tools and other IP) from this Section as the IP license terms are provided in Articles 25 and 26.</p> <p><b><u>See also Article 43 which has similar rights and obligations.</u></b></p>	<p>Authority has changed the word "work" to capitalize "Work" in Article 22.B to clarify ownership is with respect to documents produced for this Agreement. Authority is entitled to all IP documents, materials and Deliverables (i) created under the Contract; (ii) contain Project IP, CONTRACTOR IP, or 3<sup>RD</sup> Party IP for which Authority has a license, or (iii) contain Authority data. In no event should Contractor be incorporating information, data or IP (i) not for the purpose of the Agreement or (ii) for which a license has not been properly granted per Article 25.B. No other change will be made.</p>	<p>Exhibit E, Article 22.B. is updated as follows:</p> <p>Upon termination, AUTHORITY shall be entitled to all <del>work</del>Work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.</p> <p>Addendum No. 9</p>

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
73.	45 of 109	Exhibit E, Proposed Agreement, Article 22.C	Termination for Convenience	<p>This Section provides that the Authority can suspend the Agreement at no additional cost. However, any suspension of the Agreement will incur significant costs, either due to demobilization and remobilization of the project, or in costs for continued employment of personnel and licensing of necessary software. In addition, for anything more than a <i>de minimis</i> suspension, an equitable extension of the contract term should be granted.</p> <p><b>Question:</b> Please provide language stating that any suspension of the Agreement lasting for more than a <i>de minimis</i> period of time, will be subject to the change control procedure to take into account the duration of the suspension, the cost for demobilization/remobilization, and other necessary costs incurred.</p>	<p>Authority has included the following language in 22.C.: "AUTHORITY may temporarily suspend this Agreement. Upon AUTHORITY providing written notice of such suspension to CONTRACTOR, CONTRACTOR shall immediately suspend all activities under this Agreement; provided that AUTHORITY agrees to reimburse CONTRACTOR only for costs necessarily incurred in ceasing such activities."</p>	<p>Exhibit E, Article 22.C. is updated as follows:</p> <p><u>AUTHORITY may temporarily suspend this Agreement. Upon AUTHORITY providing written notice of such suspension to CONTRACTOR, CONTRACTOR shall immediately suspend all activities under this Agreement; provided that AUTHORITY agrees to reimburse CONTRACTOR only for costs necessarily incurred in ceasing such activities., at no additional cost to AUTHORITY, provided that CONSULTANT is given written notice of temporary suspension. If AUTHORITY gives such notice of temporary suspension, CONTRACTOR shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination.</u></p> <p>Addendum No. 9</p>
74.	48-49 of 109	Exhibit E, Proposed Agreement, Article 25.A	Intellectual Property	<p>As currently drafted, 25.A limits Contractor's ability to use IP developed in the context of the Project in its future projects or products, which is off market and imposes unreasonable restrictions on Contractor's future product marketing and development.</p> <p><b>Question:</b> Will the Authority consider negotiating the provisions regarding ownership and licensing of Project Intellectual Property as between the Authority and the Contractors to give the Authority all IP rights necessary to undertake the Project if necessary, while not unduly burdening the Contractor going forward?</p> <p><b>Note also that the Escrow Agreement should be modified to match the licensing arrangement in Section 25.</b></p>	<p>No change will be made to the RFP requirements.</p>	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
75.	50 of 109	Exhibit E, Proposed Agreement, Article 25.B	Intellectual Property	<p>Section 25.B is ambiguous about the extent of the license and could be read to extend more broadly than is presumably intended.</p> <p><b>Question:</b> Will the Authority consider revising Section 25.B to clarify the scope of the license granted to the Authority. For example, providing the license is "to use, distribute, reproduce, adapt and display, and prepare derivative works of the CONTRACTOR Intellectual Property <del>solely for the Project</del> or any Deliverable, Work, service(s), and/or Software, including any Upgrades, Updates or Enhancements <u>thereto solely for the Project.</u>"</p> <p><b>Note also that the Escrow Agreement should be modified to match the licensing arrangement in Section 25.</b></p>	<p>Authority has changed the last sentence in 25.A.1. to read:</p> <p>"All rights granted in this Article 25.A.1 only, shall terminate at the expiration of the Term or upon earlier termination subject to Articles 21 or 22." No other changes will be made.</p>	<p>Exhibit E, Article 25.A.1. has the last sentence updated as follows:</p> <p>All rights granted in this Article <u>25.A.1 only</u>, shall terminate at the expiration of the Term or upon earlier termination subject to Articles <u>21 or 22.</u></p> <p>Addendum No. 9</p>
76.	52-53 of 109	Exhibit E, Proposed Agreement, Article 26.B	Intellectual Property Escrow	<p>Intellectual Property Escrows also may include Affiliates as parties and may include deposit of their Intellectual Property.</p> <p><b>Question:</b> The last sentence mentions "Affiliates," which is undefined. Please consider revising to "third parties whose Third Party Intellectual Property is required to be deposited in escrow pursuant to this Agreement" or similar.</p>	No change will be made to the RFP requirements.	
77.	53 of 109	Exhibit E, Proposed Agreement, Article 26.E	Intellectual Property Escrow	<p><b>Question:</b> Will the Authority please revise clause 1 to clarify that the escrow release will occur only for termination "for a material breach of the Agreement by Contractor pursuant to Section 21.C.1"?</p> <p><b>Note also that the Escrow Agreement should be modified to match the revised release conditions in Section 26.E.</b></p>	No change will be made to the RFP requirements.	
78.	53-54 of 109	Exhibit E, Proposed Agreement, Article 26.F	Intellectual Property Escrow	<p><b>Question:</b> Will the Authority please revise this section to provide that in the event of release pursuant to Section 26, the Authority can take any action consistent with the license rights set forth in Article 25. The rights under this section should not be broader than the actual license granted.</p>	No change will be made to the RFP requirements.	
79.	58-59 of 109	Exhibit E, Proposed Agreement, Article 28.F	Data Accuracy	<p><b>Question:</b> Will the Authority consider deleting the final clause "and Contractor agrees to waive any applicable limitation periods consistent with enforcement of this provision."</p>	No change will be made to the RFP requirements.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
80.	62 of 109	Exhibit E, Proposed Agreement, Article 31.E	Coordination with other Contractors	<p>The second sentence of Section 31.E provides "Any damage to Work, persons or property of CONTRACTOR by other contractors shall be the responsibility of other contractor(s) and CONTRACTOR shall have no claim against AUTHORITY or Caltrans."</p> <p>However, damage to Work, persons or property, or unnecessary delays or failure to finish Work within time specified, may impact schedules and require associated efforts.</p> <p><b>Question:</b> Please consider adding language accounting for such impacts. For example: "In the event of such damages or losses, Contractor may submit a change order with any necessary updates to scheduling or associated efforts."</p>	No change will be made to the RFP requirements.	
81.	71 of 109	Exhibit E, Proposed Agreement, Article 43.A, B, and C	Ownership and Handling of Reports, Documents and Data	<p>This section broadly claims ownership of all reports, investigations, appraisals, drawings, etc. performed to the date of termination. This is fair insofar as it relates to Authority data and other information belonging to Authority. However, it is too broad because it catches internal notes and studies which may not exclusively relate to the Authority and which may not be intended for the Authority's review or consumption.</p> <p>Moreover, this section is also too broad to the extent it claims ownership of any of Contractor's or subcontractor's proprietary information or software (including data reporting tools) which may be included in or used in the preparation of such reports, investigations, etc.</p> <p><b>Question:</b> Please exclude internal documentation, correspondence, etc. from this Section.</p> <p><b>Question:</b> Please exclude proprietary information or software (including reporting tools and other IP) from this Section as the IP license terms are provided in Articles 25 and 26.</p> <p><b><u>See also Section 22.B which has similar rights and obligations.</u></b></p>	See response to Question 72 above.	
82.	91-91 of 109	Exhibit E, Proposed Agreement, Article 75	Force Majeure	<p><b>Question:</b> Please clarify that Force Majeure includes stoppages and delays resulting from any emergency declared by a local, state, or federal authority with jurisdiction over the Project and with authority to declare an emergency, regardless of whether such emergency was unforeseen or unforeseeable.</p>	No change will be made to the RFP requirements. There may be instances when a declaration of emergency can be foreseen and a party may have actions within its control that will adequately respond to the emergency and not result in nonperformance or reduce the incidence thereof. To the extent an emergency declaration is unforeseen and arises out of a Force Majeure event, then this article would apply.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
83.	153/1132	Exhibit B & Exhibit C	Section 10 & Preliminary Milestone Schedule	Extensive duration for review and approval cycles will result in not enough time to start the Unit testing Phase (there is only 2 months of gap between design approval & start of unit testing). Not only is this not practical but this will increase the risk to the overall delivery timeline. Are proposers allowed to implement an alternative approach that allows for either reduced times for design and technical document review or alternately compression of "on-site installation and commissioning" period but achieving the go-live date as stated in the RFP?	The Contractor may submit for consideration a Baseline Implementation Schedule with some reduced times for design and technical document reviews and/or an alternative method of compressing the testing and installation time frames.	
84.	36/1132	Section III	Evaluation and Award	Is there is a difference of weightage/distribution assigned to the various cost items specified in the price sheets (variable vs. base/mandatory vs. optional, etc.)? Or will the authority score on the total price from the offeror?	Authority will consider the Offeror's total price in its price evaluation.	
85.	ID No. 279, 301, 302	Form Q	Conformance Matrix	PCI compliance requires only quarterly QSA executed ASV vulnerability scans and annual penetration testing; is requirement to meet PCI compliance frequency or is the stated frequency of penetration testing accurate?	The stated frequency of penetration testing is accurate and may go beyond what is required for PCI compliance.	
86.	140/1132	Exhibit B Volume I, Section 7.2.1	Unit Testing	<p>This is a follow-up question to No. 44 of Addendum 7. Unit testing is part of the development process and will be executed as part of that. However, it is not a witnessed test as it occurs continuously throughout the SDLC. System Testing is a defined term (see diagram). System testing is the e2e testing of the units and components after integration testing and is executed for example in a Factory Release Test prior to the Acceptance Test Phases.</p> <p>Do we assume correctly that unit testing will not be a formal phase that is witnessed, but rather we provide unit testing coverage as a report? Or how is it envisioned to demonstrate unit testing coverage?</p> <p><b>SYSTEM TESTING</b> is a level of testing that validates the complete and fully integrated software product. The purpose of a system test is to evaluate the end-to-end system specifications. Usually, the software is only one element of a larger computer-based system. Jan 21, 2021</p>	The Unit testing is a test phase, tied to a milestone payment, where the testing of individual software components are witnessed by Authority prior to full System Integration Testing. Authority will consider alternative approaches; however, alternative approaches may delay payment milestones and risk that fully integrated software components need to be reworked at a late stage in development.	
87.	930/1132	Form Q, Section 7.2.1	Req. 300	Could you please clarify what you mean with backend programs and processes testing as described in section 7.2.1 Requirement 300.	Backend programs and processes would cover any dependencies based on the Contractor's design that are not specifically mentioned.	



Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
88.	Various	Exhibit B, Vol. I	Retention Period	Is there a separate retention period for images associated with pre-paid tag transactions? Meaning, could we only store images with tag transactions for a reduced period (e.g. 3 months) instead of the standard retention.	Detailed data retention durations will be determined during the Implementation Phase. All information, other than that prohibited within the Requirements, will be retained for the duration of the Agreement and archived or moved to long-term storage as deemed appropriate during the Implementation Phase to meet all customer and Agency needs for reporting and data access.	
89.	446/1132	Table 1: BOS Performance Measurers and Adjustments,	KPI #6	Is "Posted" to be interpreted as "Processed"? During the trip posting process, transactions may not end up being posted due to rejection rules.	The KPI states "... accurately posted ...", which will include only those transactions that should be posted and will exclude any transactions that should not be posted.	
90.	Page 1 of 109 (PDF page 677/1132)	EXHIBIT E: PROPOSED AGREEMENT	Article 8. Payment	Article 8.L allows OCTA to withhold payment for completed work while requiring the contractor to continue to perform. Would OCTA consider modifications to this article?	No change will be made to the RFP requirements. This provision addresses situations in which Contractor invoices for work which it represents is complete and Authority disagrees or has questions whether the work has in fact been performed.	
91.	(PDF page 676/1132)	EXHIBIT E: PROPOSED AGREEMENT	Not Available	The included agreement does not contain a limit to the contractor's liability. This will result in increased risk for the contractor and increased costs for OCTA. Would OCTA consider the addition of clauses to the agreement to limit the contractor's liability?	No change will be made to the RFP requirements. Proposers need to assess potential liability and plan therefore. Unclear how limiting the Contractor's liability would reduce OCTA's risk.	
92.	Not Available	Not Available	Not Available	If a subcontractor was involved in a court case, should that be disclosed?	Authority cannot provide a response without more information on the specifics of the question; however, RFP Section II A 4, Proposal Section A- Qualifications, Related Experience and References (Item 3) requires that the Offeror identify conditions that may impede the team's ability to complete the Project, such as pending litigation of a major Subcontractor.	
93.	Page 13 (PDF page 21)	Section II A. 1	Proposal Format	Will OCTA allow smaller fonts in headers and footers as well?	As long as all fonts are legible without magnification, smaller fonts may be used for headers and footers.	
94.	Page 10	Section 2.2 Exhibit B Volume I	Key Personnel	Does OCTA expect that all positions regarding Key Personnel to be different individuals for each phase? Example, the Project Manager proposed for Implementation to be the same individual as the O&M Project Manager (assuming qualifications are met).	It is not required that Key Personnel be different for each phase. The example provided is an acceptable approach, assuming required qualifications are met.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
95.	Page 4	Section 1.1.2.3 Exhibit B Volume III	Serving Customers with Special Needs	Is the live translation services (other than Spanish/English) required for the Walk-in?	Yes, translation service should be made available for the walk-in customers at both the CSC WIC and OCTA Store WIC.	Exhibit B Volume III, Section 1.1.2.3. Serving Customers with Special Needs, Requirement 32 updated to:  The Contractor shall identify and contract with a real-time translation service to serve customers whose language is other than English and Spanish, and whose language is not spoken by an available Contractor staff person. The service is to be provided on an as-needed basis and be available during all customer service hours <u>for both phone and walk-in customers at both the CSC WIC and OCTA Store WIC.</u>  Addendum No. 9
96.	Page 7	Exhibit B Volume IV, Table 2, Metric #17	CSC Operational Performance Measures	What is the definition of "High Priority" as OCTA Identified High Priority Issues?	OCTA will determine "High-Priority" when entering the case into the Case Management system	
97.	Page 7	Exhibit B Volume IV, Table 2, Metric #17	CSC Operational Performance Measures	What are the definitions of categories other than "High Priority" as OCTA Identified Priority Issues?	Priority levels will be defined within the Case Management system.	
98.	Page 7	Exhibit B Volume IV, Table 2, Metric #22	CSC Operational Performance Measures	Please confirm that after research avenues are exhausted and documented, tracked as unidentified funds, this metric is met completely and accurately resolved when completed five (5) Business Days	An unidentified payment is considered complete and timely if the Approved SOPs for documenting that all research avenues have been exhausted have been followed within five (5) Business Days	
99.	Page 5	Exhibit B Volume IV Section 1.2	CSC Operations Performance Measurement	Please confirm that the Contractor would be able to take exception to CSC Operations Performance compliance when the root cause of non-compliance is related to ETTM or BOS(Contractor still liable for damages on BOS performance).	Section 1.6 describes the non-chargeable failures.	
100.	Not Available	Not Available	Not Available	Would OCTA allow for certain amount of work-from-home service agents to be located outside the state of California?	Authority may allow for certain amount of work-from-home service agents to be located outside the state of California if it is deemed in the best interest of Authority and its' customers.  Offerors are advised that work-at-home agents are only allowed during Disaster Recovery and Business Continuity events as approved by Authority. See Exhibit B, Volume II, Section 1.2, BOS Maintenance and Support, Requirement 243 and other "work-at-home" requirements.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
101.	Not Available	Not Available	Not Available	<p>Please provide operational data from other OCTA tolling CSC operations (with non-Covid19 periods), included but not limited to:</p> <ul style="list-style-type: none"> <li>- average handle time for</li> <li>- phone calls and all other types of communications provided</li> <li>- average wait time for phone</li> <li>- Calls</li> <li>- percentage of</li> <li>- calls received in English versus non-English</li> <li>- number of seats for CSRs</li> <li>- Ranking of prevailing languages other than English and Spanish</li> <li>- percentage of calls received were in Spanish</li> </ul>	<p>See OCTA 91 BOS and CSC Operations Historical Volumes, which is provided as a reference document only. Authority does not take responsibility for determining whether the reference materials are accurate, complete, pertinent, or of any value to Offerors.</p> <p>Authority will not provide additional data.</p>	
102.	Page 21 of 244 (PDF page 909)	Exhibit B. Volume I. 4.2.11	CSC Operations and Facility Mobilization Plan	The CSC Operations and Facility Mobilization Plan shall address how and where the Contractor will train the staff without disrupting current operations. Given that this is a new operation, please elaborate on the current operations that could be disrupted.	The opportunity to disrupt current operations during training is anticipated to be minimal, and therefore there is not a likely example.	
103.	Page 1 of 35 (pdf page 408)	Exhibit B. Volume III, 1.1.2. I-405 CSC and WIC Facility	Local Area Network	In addition to providing the necessary network cabling, will OCTA also be testing, terminating, labeling and outfitting the network closets with the appropriate power, rack space and patch panels for the contractor's IT to use?	<p>See Exhibit B Scope of Services, Section 1.4, New I-405 CSC Facility. OCTA will provide the "Communication Closets" and "All power and network cabling"; this will include testing, terminating, labeling and outfitting the network closets with the appropriate power, and patch panels.</p> <p>With regards to "rack space", the Contractor shall provide rack space for any specialized network equipment or hardware that is located within a communications closet and are part of the BOS and or required to connect from the facility to the BOS. Allocating space and designing network and power for this type of equipment is the Contractor's responsibility to identify as input to the facility design.</p>	
104.	Page 1 of 35 (pdf page 408)	Exhibit B. Volume III, 1.1.2. I-405 CSC and WIC Facility	Wireless LAN	Will OCTA be cabling for access points in advance of a formal wireless survey that would ultimately identify for proper placement? If not, will the Contractor be required to commission a survey and plan to cable to those locations ourselves?	As required during design, OCTA will provide for a wireless survey (if required) for any Approved wireless design and install the network cabling and provide power to the access points. Any wireless equipment added after the final Design will be the full technical and financial responsibility of the Contractor to gain approval, survey and install supporting infrastructure.	
105.	Page 1 of 35 (pdf page 408)	Exhibit B. Volume III, 1.1.2. I-405 CSC and WIC Facility	CSC Facility Network	Is there a design of the facility that can be shared or at a minimum the estimated square footage, and number of operating floors/ network closets? This will aid the Contractor in scoping the appropriate hardware counts for the project	There is no preliminary design of the facility at this point. To the extent possible quantities should be based on the Contractor's staffing plan.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
106.	Page 1 of 35 (pdf page 408)	Exhibit B. Volume III, 1.1.2. I-405 CSC and WIC Facility	WIC Network	Will the Contractor be required to deploy new network hardware to the WIC site or will existing infrastructure be leveraged?	OCTA will provide the network hardware at the OCTA Store WIC, which may be new or existing equipment.	Exhibit B Volume III, Section 1.1.2.1 OCTA Store WIC is updated as follows:  OCTA Store WIC computers, peripherals, <u>network</u> and Equipment will be provided by Authority.  Addendum No. 9
107.	Page 1 of 35(pdf page 408)	Exhibit B. Volume III, 1.1.2. I-405 CSC and WIC Facility	WIC Network	Will OCTA be responsible for all OS level management of WIC staff computer hardware?	Yes, OCTA will be responsible for the OS level maintenance and management of the OCTA Store WIC staff computer hardware. The Contractor will operationally support and assist as requested to ensure that the OCTA Store WIC systems are properly configured, have connectivity and that the BOS application is operating properly.	
108.	Pg. 51 of 247 (pdf page 209)	Exhibit B. Volume II, 1.4.1. General Account Management	Web & Mobile App	Is the Contact Center integration requirement for the OCTA website strictly to enable chatbot services or are other media forms/ services required?	Yes, it is anticipated that the integration with the website will be chat services only, see related requirement in Exhibit B Volume II, Section 1.12.1.6 Website – Other Functionality- Req. #1296.	
109.	Pg. 51 of 247 (pdf page 209)	Exhibit B. Volume II, 1.4.1. General Account Management	Web & Mobile App	Are these services currently in production today or will these both be developed net new as part of the project? If so will this be designed, developed and managed by OCTA or a contracted 3 <sup>rd</sup> party?	The 405 is a new facility and all functionality will be developed by the Contractor. See Exhibit B Volume II, Section 1.12 Customer Portals Requirements.	
110.	Not Available	General Appendix	Historical Data	Can annual concurrent call volumes be shared for 2018-present?	See OCTA 91 BOS and CSC Operations Historical Volumes, which is provided as a reference document only. Authority does not take responsibility for determining whether the reference materials are accurate, complete, pertinent, or of any value to Offerors.  Authority will not provide additional data.	
111.	Pg. 18 of 247 (pdf page 176)	Exhibit B. Volume II, Section 1.1.2.5. BOS Security Standards, PCI-DSS, PII and Best Practices	Security, Audit and Compliance	The RFP states that NIST 800-53 is a requirement for the BOS Host environment, is this same level of compliance required for the Contact Center Host Infrastructure?	Yes, any systems provided by the Contractor are considered to be a part of the BOS.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
112.	21 and 25	Section II. Proposal Content	<p><b>A. Proposal Format and Content; 5. Exceptions / Deviations</b>  <i>“ . . .This Proposal Exceptions and/or Deviations form must be included in the original Proposal submitted by the Offeror.”</i>                      and  <b>B. Forms; 5. Certification of Restrictions on Lobbying Form- Form E</b>  <i>“The Offeror to this solicitation will be required to complete and submit to the Authority in their Technical Proposal.”</i></p>	Please clarify if Form E is to be provided in the original ONLY or in both the original and copies of the Technical Proposal.	Offerors should submit Forms B, C, F and M in a separate file as part of their electronic submittals as reflected in the revised Instructions to Offerors.	<p>Section I: Instructions to Offerors, F. Submission of Proposals 3. Identification of Proposals is updated as follows:                      Offeror shall submit one (1) original, eight (8) hard copies, and one (1) electronic PDF copy (on a flash drive) of its Technical Proposal in a sealed package, addressed as shown in F.2. Offeror shall include the Excel version of the Conformance Matrix on the flash drive. The outer envelope must show the Offeror's name and address and must be clearly marked with the RFP number.</p> <p><u>In accordance with the instructions contained in this RFP, the following forms are to be included in a separate file entitled “Original Proposal Forms” in the electronic PDF copy (on a flash drive) of its Technical Proposal:</u></p> <ol style="list-style-type: none"> <li>1. <u>“Campaign Contribution Disclosure Form” (Form B)</u></li> <li>2. <u>“Status of Past and Present Contracts Form” (Form C)</u></li> <li>3. <u>“Proposal Exceptions and/or Deviations” (Form F)</u></li> <li>4. <u>“Public Records Act Indemnification – Proposal Documents (Form M)</u></li> </ol> <p>The Price Proposal must be submitted in a sealed envelope, separate from the Technical Proposal package. <b>One (1) original and one (1) hard copy</b> are to be submitted, with <b>one (1) electronic copy on a flash drive</b>, in Excel file format.</p> <p>Addendum No. 9</p>

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
113.	29 16-19	Section III. Evaluation and Award  and  Section II. Proposal Content	<p><b>A. Evaluation Criteria; 3. Implementation Work Plan and Technical Approach to BOS (Proposal Section C)</b></p> <p><b>Bullet 13:</b> "Solution to providing adequate BOS redundancy and Disaster Recovery."  and  <b>Proposal Section C: Implementation Work Plan and Technical Approach to BOS</b> (in its entirety)</p>	<p>The evaluation criteria for Proposal Section C contain an item scoring "BOS redundancy and Disaster Recovery"; however, Section II Proposal Content / Proposal Section C does include this line item.</p> <p>Will the Authority please clarify if this item is to be addressed and where?</p>	<p>Authority has amended Section II: Proposal Content, A. Proposal Format and Content and Section III: Evaluation and Award, A. Evaluation Criteria to clarify Disaster Recover and Business Continuity information to be provided in the proposal. See related addendum.</p>	<p>Section II: Proposal Content, A. Proposal Format and Content, 4. Technical Proposal, Proposal Section C: Implementation Work Plan and Technical Approach to BOS, 5. is updated as follows:</p> <p>5. Describe the proposed system and Software architecture <u>including Disaster Recovery (solutions to support at-home agents during Disaster Recovery and Business Continuity events should be described in Proposal Section D: CSC Operations Work Plan, Operational Startup and Approach question No. 12).</u></p> <p>Section II: Proposal Content, A. Proposal Format and Content, 4. Technical Proposal, Proposal Section D: CSC Operations Work Plan, Operational Startup and Approach, 12. is updated as follows:</p> <p>12. Approach to Disaster Recovery and Business Continuity. Specifically address proposed handling of events similar to the COVID 19 pandemic, including: <del>plan for shift to work-at-home CSRS, and what lessons have been learned in that regard.</del></p> <ol style="list-style-type: none"> <li>a. <u>Describe the plan for shift to work-at-home CSRs and what lessons have been learned in that regard.</u></li> <li>b. <u>Describe the at-home desktop computing systems and communications methods that will be used while CSRs are working at-home.</u></li> <li>c. <u>Describe the technical and procedural approaches to protecting PII while CSRs are working at-home.</u></li> </ol> <p>Section III: Evaluation and Award, A. Evaluation Criteria, 4. CSC Operations Work Plan, Operational Startup and Approach (Proposal Section D), bullet 12 is added as follows:</p> <ul style="list-style-type: none"> <li>• <u>Approach to providing for at-home CSRs during Disaster Recovery and Business Continuity events.</u></li> </ul>

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
114.	1	Form O References	<p><b>Form O-1 Part 1: BOS Implementation and Maintenance and Form O-1 Part 2: Operations</b></p> <p><i>“Offeror shall use this attachment to clearly demonstrate how Offeror meets the minimum qualification requirements for Proposals with regard to Offeror project experience...<b>References must be from a third party agency or company for whom Offeror has performed similar services.</b>”</i></p>	Please clarify that project experience and references for both the Offeror <b>and</b> team members will satisfy these requirements.	For the purposes of Forms O-1, Part 1 and O-1, Part 2, the form can be completed by any firm on the Offeror's team in order to satisfy these Requirements of this RFP.	
115.	15 and 28	<p>Section II. Proposal Content</p> <p>Section III. Evaluation and Award</p>	<p><b>Proposal Section A: Qualifications Related Experience and References</b></p> <p><b>Item 3:</b> <i>“Provide a general description of the prime's and all major Subcontractors' financial condition.”</i></p> <p>and</p> <p><b>A. Evaluation Criteria;</b> <b>1. Qualifications, Related Experience, and References of the Firm (Proposal Section A)</b></p> <p><b>Bullet 2:</b> <i>“Strength of prime and all Major Subcontractor's financial condition.”</i></p>	We respectfully request that the Authority define “Major Subcontractor.” From our past experience, it is typical for our toll industry clients with similar scopes to define Major Subcontractor as an entity which fulfills greater than a certain percentage of the total contract value (i.e. 15% to 20%).	A Major Subcontractor is one who is providing technical and/or professional services, as opposed to for example, suppliers of material and equipment or janitorial services, and who is expected to provide services of a value greater than 10% of either the Implementation Phase or the Operations & Maintenance Phase value.	<p>Exhibit A Definitions and Acronyms is updated to add:</p> <p><u>Major Subcontractor: A Subcontractor who is providing technical and/or professional services, as opposed to for example, suppliers of material and equipment or janitorial services, and who is expected to provide services of a value greater than 10% of either the Implementation Phase or the Operations &amp; Maintenance Phase value.</u></p> <p>Addendum No. 9</p>

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
116.	15	Section II. Proposal Content	<p><b>Proposal Section A. Qualifications, Related Experience and References</b></p> <p><b>Item 3:</b> “. . .The Offeror, primary BOS provider if a Subcontractor, and primary CSC Operations provider, if a Subcontractor, shall provide audited financial statements for the last Fiscal Year in Appendix 3.”</p>	<p>It is common for business divisions within large companies to not have financials separately audited from the parent company. If audited financials are not available for the bidding entity, may the Offeror and/or Major Subcontractor provide unaudited financials, certified as true, correct and accurate by the chief financial officer or treasurer of the entity?</p>	<p>If the Proposer is a division within a larger entity it is acceptable to provide an audited financial statement of the parent.</p> <p>The bidding entities (Prime and Subcontractor), if not a division within a larger entity, must have audited financials certified by an independent third party.</p>	
117.	17 of 79	Exhibit B Scope of Services / Volume I Project Management and Controls	<p><b>Table 2-1: Key Team Personnel</b></p> <p><b>“Violations Processing Manager – responsible for participating in all operations planning and the on-going CSC Operations throughout the Operations and Maintenance Phase.</b></p> <p><i>Should meet or exceed the following:</i></p> <ul style="list-style-type: none"> <li>• <i>Three (3) years’ experience with toll violations processing</i></li> </ul> <p><i>Three (3) years’ experience with California tolling statutes”</i></p>	<p>By including the requirement for 3 years of experience with California tolling statutes, firms without California experience will be challenged to fill this position.</p> <p>Will the Authority please consider eliminating this requirement?</p> <p><b>NOTE:</b> By requiring California-specific experience (and requiring that Key Personnel be named), the Authority is restricting participation by many vendors that have personnel with significant nationwide and even worldwide experience managing programs similar to this one.</p>	<p>Authority has changed the requirement via Addendum No. 9 to remove reference to California experience. See related addendum.</p>	<p>Exhibit B Volume I, Table 2-1: Key Team Personnel updated to:</p> <p><b>Violations Processing Manager –</b> responsible for participating in all operations planning and the on-going CSC Operations throughout the Operations and Maintenance Phase.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> <li>• Three (3) years’ experience with toll violations processing</li> <li>• Three (3) years’ experience with <del>California state</del> tolling statutes</li> </ul> <p>Addendum No. 9</p>



Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
118.	28 and 30	Sect III. Evaluation and Award	<p><b>A. Evaluation Criteria; 3. Implementation Work Plan and Technical Approach to BOS (Proposal Section C)</b></p> <p><b>Bullet 5:</b> <i>"Knowledge of California tolling environment."</i> (p29)</p> <p>and</p> <p><b>A. Evaluation Criteria; 4. CSC Operations Work Plan, Operational Startup and Approach (Proposal Section D)</b></p> <p><b>Bullet 8:</b> <i>"Thorough understanding of California Law and tolling environment."</i> (p30)</p>	<p>There are numerous firms with significant experience across the nation and even worldwide (including our team) that are interested in participating in this procurement. However, throughout the RFP, there are a number of requirements such as these two that restrict their participation in this procurement because they haven't managed a California program. By including this as part of the evaluation criteria, qualified firms that have not worked in California will be precluded from submitting.</p> <p>To ensure the Authority receives their desired competition in this procurement, will the Authority please consider removing California-specific experience requirements throughout the RFP as well as in the evaluation criteria?</p>	<p>Authority has changed the requirement via Addendum No. 9 to remove reference to California knowledge. See related addenda.</p>	<p>Section III: Evaluation and Award, A. Evaluation Criteria, 3. Implementation Work Plan and Technical Approach to BOS (Proposal Section C), bullet 5 is updated as follows:</p> <ul style="list-style-type: none"> <li>• Knowledge of <u>interagency group tolling environments (CTOC or similar)</u>California tolling environment.</li> </ul> <p>Section III: Evaluation and Award, A. Evaluation Criteria, 4. CSC Operations Work Plan, Operational Startup and Approach (Proposal Section D), bullet 8 is updated as follows:</p> <p>Thorough understanding of <u>tolling related statutes and interagency group tolling environments (CTOC or similar)</u>California Law and tolling environment.</p> <p>Addendum No. 9</p>

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
119.	21	Section II. Proposal Content	<p><b>5. Exceptions / Deviations</b></p> <p><i>“ . . .using the form entitled “Proposal Exceptions and/or Deviations” (Form F) included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original Proposal submitted by the Offeror.”</i></p>	Please clarify if Form F Exceptions / Deviations is to be provided in ONLY the original or if it is to be provided in the original and copies.	Offerors should submit Forms B, C, F and M in a separate file as part of their electronic submittals as reflected in the revised Instructions to Offerors.	<p>Section I: Instructions to Offerors, F. Submission of Proposals 3. Identification of Proposals is updated as follows: Offeror shall submit one (1) original, eight (8) hard copies, and one (1) electronic PDF copy (on a flash drive) of its Technical Proposal in a sealed package, addressed as shown in F.2. Offeror shall include the Excel version of the Conformance Matrix on the flash drive. The outer envelope must show the Offeror's name and address and must be clearly marked with the RFP number.</p> <p><u>In accordance with the instructions contained in this RFP, the following forms are to be included in a separate file entitled “Original Proposal Forms” in the electronic PDF copy (on a flash drive) of its Technical Proposal:</u></p> <ol style="list-style-type: none"> <li>1. <u>“Campaign Contribution Disclosure Form” (Form B)</u></li> <li>2. <u>“Status of Past and Present Contracts Form” (Form C)</u></li> <li>3. <u>“Proposal Exceptions and/or Deviations” (Form F)</u></li> <li>4. <u>“Public Records Act Indemnification – Proposal Documents (Form M)</u></li> </ol> <p>The Price Proposal must be submitted in a sealed envelope, separate from the Technical Proposal package. <b>One (1) original and one (1) hard copy</b> are to be submitted, with <b>one (1) electronic copy on a flash drive</b>, in Excel file format.</p> <p>Addendum No. 9</p>

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
120.	23-24	Section II. Proposal Content	<p><b>B.2 Campaign Contribution Form – Form B</b></p> <p><i>“Offerors shall complete Form B.....” (p23)</i></p> <p><i>“ . . .The prime Contractor, Subcontractors, lobbyists, and agents are required to report all campaign contributions from the Proposal submittal date up and until the Board of Directors makes a selection.....” (p24)</i></p>	Please confirm that Form B is to be completed and submitted by ONLY the Offeror for the proposal submission.	No, the Campaign Contribution Form needs to be submitted by the Offeror and all its proposed subcontractors, lobbyists and agents.	
121.	2	Section I. Instructions	<p><b>D. Authority Contact</b></p> <p><i>“ . . .no Offeror, Subcontractor, lobbyist or agent hired by the Offeror shall have any contact or communications regarding this RFP with any Authority Staff or officers.....” (p3)</i></p>	Are members of the OCTA Board of Directors considered “Authority Staff or officers” which would preclude Offeror from communicating with them regarding this RFP?	Members of the OCTA Board of Directors are not considered officers, and an Offeror is not precluded from communicating with them. The word officers has been stricken from D. Authority Contact. <del>Yes. Communication with members of the Authority’s Board of Directors is prohibited with regard to this RFP prior to contract award.</del>	<p>Section I: Instructions to Offerors, D. Authority Contact is updated as follows:</p> <p>Commencing on the date of the issuance of this RFP and continuing until award of the Contract or cancellation of this RFP, no Offeror, Subcontractor, lobbyist or agent hired by the Offeror shall have any contact or communications regarding this RFP with any Authority staff <del>or officers</del>; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any Offeror, Subcontractor, lobbyist or agent hired by the Offeror that engages in such prohibited communications may result in disqualification of Offeror at the sole discretion of the Authority.</p> <p>Addendum No. 10</p>
122.	28	Section III. Evaluation and Award	<p><b>Evaluation Criteria;</b></p> <p><b>1. Qualifications, Related Experience, and References of the Firm (Proposal Section A)</b></p>	<p><b>Question a</b> How will the Authority evaluate “other on-going project commitments and priorities”?</p> <p><b>Question b</b> What information will the Authority use to determine Offeror priorities?</p>	Response to both Question a and b: Authority will consider all information provided by the Offeror in its Proposal and any follow-up by Authority.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
123.	28 and 12 of 79	Section III. Evaluation and Award  and  Exhibit B Scope of Services / Volume I: Project Management and Controls	<b>A. Evaluation Criteria; 2. Staffing and Project Organization (Proposal Section B)</b>  and  <b>Table 2-1: Key Team Personnel</b>	<p>Table 2.1 Key Team Personnel provides the "Time on Site" and "Dedication %" for each position. There seems to be an opportunity to combine some of the roles to create a cost-efficient approach and still meet the requirements.</p> <p><b>Question a</b> Is the Authority open to combining some of the Key Team Personnel positions to ensure continuity of personnel throughout the program?</p> <p><b>Question b</b> Will the Authority penalize Offeror proposals if some positions, that don't require full-time coverage over the term of the program, are combined?</p>	<p>Offeror is responsible to demonstrate how their team meets the requirements of the RFP.</p> <p>Please refer to response in Question No. 94.</p>	
124.	30	Section III. Evaluation and Award	<b>Evaluation Procedure</b>	<p>The first paragraph of this section states "A list of top ranked Proposals within a competitive range, will be developed based on..." This statement seems to indicate that pricing is pass/fail given where Offeror pricing falls within the competitive range.</p> <p><b>Question a</b> Will the Authority please clarify if a Proposal is outside of the competitive range, it will be disqualified?</p> <p><b>Question b</b> Will the Authority please clarify/provide how the "competitive range" is related to the published budget. For example, the published budget could include scopes of work not included in this RFP thereby making the competitive range less than the published budget.</p>	<p>Response to question a. The competitive range is based on overall scoring and is not based on price only. Proposals outside this range will not be disqualified, rather they will not advance further in the evaluation process.</p> <p>Response to question b. See response to question a. above. The competitive range is not determined related to scopes of work outside of this project.</p>	
125.	31	Section III. Evaluation and Award	<b>Award</b>	<p>Since the Authority may decide to negotiate with multiple Offerors, and to ensure a level playing field and a competitive environment as is a stated goal (please see Addendum 6 question 3), will the Authority please provide the current executed contract for similar scope awarded for the SR 91 Project?</p> <p><b>NOTE:</b> This will allow all Offerors the opportunity to see what terms the Authority has already accepted without going through the lengthy processes of getting the contract through a public records request. This contract seems relevant given the relationship with the Authority and similarities of the scopes of work.</p>	<p>The contract can be made available upon a public records request submitted to Authority.</p> <p><a href="https://octa.govga.us/WEBAPP/rs/(S(wne1zvyldq5lmzxeslgrorsu))/supporthome.aspx">https://octa.govga.us/WEBAPP/rs/(S(wne1zvyldq5lmzxeslgrorsu))/supporthome.aspx</a></p>	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
126.	3 of 8	Exhibit B Scope of Services	<b>1.4 New I-405 CSC Facility</b>	<p>It appears the Authority hasn't yet purchased or leased the building for the main CSC.</p> <p><b>Question a</b> Does the Authority have a list of specific locations under consideration?</p> <p><b>Question b</b> Is the Authority considering constructing a new facility?</p> <p><b>Question c</b> Given all the unknowns related to the facility, how many days in the project schedule does the Authority require to complete the 25 items listed under 1.4?</p> <p>Please provide these details so Offerors can accurately complete the required Project Implementation Schedule.</p>	<p>Response to Question A: Authority does not have this information.</p> <p>Response to Question B: Authority is not currently considering constructing a new facility.</p> <p>Response to Question C: A detailed schedule will be developed by the Contractor in coordination with Authority as part of the CSC Operations and Facility Mobilization Plan. This plan will schedule Authority tasks such that the Contractor can properly mobilize within the facility.</p>	
127.	13	Section II. Proposal Content	<b>Proposal Format and Content; 1. Format</b>	<p>The Authority has indicated the Technical Proposals shall include several appendices including "Product Cut Sheets" (Appendix 2).</p> <p>Will the Authority please provide additional guidance as to what would be acceptable material to include in this appendix?</p> <p>For example, the largest cost element of the contract will include on-going CSC operations services. Will the Authority accept "Product Cut Sheets" for the various elements of the CSC operation services as part of Appendix 2?</p>	<p>If available, the Offeror may provide cut sheets for various elements of the CSC operations services to augment the proposal; however, it is anticipated that the majority of these cut sheets are related to systems, equipment and software.</p>	
128.	7 of 79	Exhibit B Scope of Services / Volume I Project Management and Controls	<b>1.6 Baseline Implementation Schedule</b>	<p>The CSC Facility is a critical element of the implementation phase.</p> <p><b>Question a</b> Will the Authority maintain a separate project schedule for the CSC Facility buildout given the Authority's responsibility for these items?</p> <p><b>Question b</b> Does the Authority desire the Contractor to integrate the Authority's CSC Schedule with the overall project schedule?</p>	<p>Response to Question A: Authority will maintain and share the CSC Facility Build-out schedules provided by other Contractors for inclusion in the Contractors Implementation Schedule.</p> <p>Response to Question B: A more detailed schedule will be developed by the Contractor in coordination with Authority as part of the CSC Operations and Facility Mobilization Plan.</p>	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
129.	53 of 79	Exhibit B Scope of Services / Volume I Project Management and Controls	<b>4.2.23.2 As Built Drawings</b>	<p>According to Exhibit B 1.4, the Authority is responsible for the CSC Facility which includes: building design, facility buildout, all power and networking cabling, etc. For this reason, it seems the Authority should be responsible for the initial as-built drawings for these items since all will be the responsibility of the Authority.</p> <p>Will the Authority please modify the Scope of Work to accurately reflect the Authority's responsibility related to the CSC Facility and As-Built Drawings?</p>	<p>Authority will provide all as-built drawings provided by other Contractors, if available.</p> <p>Please see other facility related responsibilities and requirements, primarily in Exhibit B, Volume III, Section 1.1 Operational Requirements and applicable subsections.</p>	
130.	61 of 79	Exhibit B Scope of Services / Volume I Project Management and Controls	<p><b>6.4 Acceptance of Operational Readiness</b></p> <p>Requirement 275</p>	<p>The first bullet (selection, build-out and equipping of all Contractor operated facilities) is the responsibility of the Authority and should not be a measure of the contractor's readiness.</p> <p>Will the Authority please remove this bullet?</p>	<p>Authority has removed the requirement. See related addendum.</p>	<p>Exhibit B Volume I, Section 6.4. Acceptance of Operational Readiness, Requirement 275 is updated as follows:</p> <p>The Contractor shall have completed all of the predecessor tasks and milestones in the schedule in order to achieve Acceptance of operational readiness, including but not limited to:</p> <ul style="list-style-type: none"> <li>• <del>selection, build-out and equipping of all Contractor operated facilities;</del></li> <li>• development and Approval of all required documentation;</li> <li>• recruitment, hiring and training of all staff in accordance with the Operations Plan and sub-plans;</li> <li>• implementation of all applicable aspects of the BOS Installation Plan and CSC Operations and Facility Mobilization Plan and all operations mobilization activities and</li> <li>• completion of Operational Readiness Demonstration using the BOS, facilities and Contractor staff.</li> </ul> <p>Addendum No. 9</p>
131.	68 of 79	Exhibit B Scope of Services / Volume I Project Management and Controls	<b>7.2.5 On-site Installation and Commissioning Testing, Mobilization, and Go-Live</b>	<p>The Authority is responsible for "<i>All uninterruptable power and generators.</i>" This would seem to include contracting with the appropriate third-party vendor to test cutover to the generator in the event of power failure. Will the Authority please clarify responsibility for this item as listed in #315?</p>	<p>Yes, Authority will acquire cutover testing from the vendors as required to support this Contractor managed process.</p>	

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132.	18	Section II. Proposal Content	<p><b>Proposal Section C: Implementation Work Plan and Technical Approach to BOS</b></p> <p><b>Item 20:</b> "Approach to selection of Merchant Services Providers and tokenization provider: . . ."</p>	As this may impact volume pricing from Merchant Service Providers, will the Authority please explain its intent for Offeror to bid and price two Merchant Service Providers?	<p>The intent is to provide options to Authority in the area of credit card processing.</p> <p>For the purpose of responding to proposal questions, the Offeror can assume that all of the credit card volume is flowing through the Merchant Services Provider for which the Offeror is providing information.</p>	
133.	20	Section II. Proposal Content	<p><b>Proposal Section D: CSC Operations Work Plan, Operational Startup and Approach</b></p> <p><b>Item 16:</b> "Approach to rental car transactions."</p>	To understand the impact to operations and BOS development, will the Authority please provide the Authority's business rules regarding rental cars?	Please see requirements throughout Exhibit B related to "rental car".	
134.	21	Section II. Proposal Content	<p><b>Proposal Section D: CSC Operations Work Plan, Operational Startup and Approach</b></p> <p><b>Item 22:</b> "Approach to Collections. . ." (in its entirety)</p>	<p><b>Question a</b> If available, to understand the impact to operations and BOS development please provide OCTA business rules regarding collections and pre-collections.</p> <p><b>Question b</b> As this may impact volume pricing from collections providers, why are two collections providers required?</p>	Please see requirements throughout Exhibit B related to "pre-collections".	
135.	3 of 8	Exhibit B Scope of Services	<b>1.4 New I-405 CSC Facility</b>	<p><b>Question a</b> What is or will be the approximate size of the CSC in square footage?</p> <p><b>Question b</b> How many parking spaces are anticipated?</p> <p><b>Question c</b> What is the approximate size of the call center in the CSC?</p> <p><b>Question d</b> How many call center cubicles are intended?</p> <p><b>Question e</b> Excluding call center cubicles, how many other workstations and offices are intended for CSC operation?</p> <p><b>Question f:</b> When is it anticipated the CSC will be occupied with initial staff?</p>	<p>Question A: Authority does not currently have this information.</p> <p>Question B: Authority does not currently have this information.</p> <p>Question C: Authority does not currently have this information.</p> <p>Question D: The number of cubicle will be based on the Contractor's anticipated staffing and other design considerations.</p> <p>Question E: The number of workstations and offices will be based on the Contractor's anticipated staffing and other design considerations.</p> <p>Question F: A detailed schedule will be developed by the Contractor in coordination with Authority as part of the CSC Operations and Facility Mobilization Plan.</p>	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
136.	6 of 8	Exhibit B Scope of Services	<p><b>1.5.2. Contractor Operations and Maintenance Phase Services</b></p> <p>Transponder inventory management, including customer order Fulfillment support, transponder recall and recycling;</p>	<p>Are there local (to the CSC) geographic requirements for processing:</p> <ul style="list-style-type: none"> <li>a. Fulfillment of transponders?</li> <li>b. 3<sup>rd</sup> party violation payment processing?</li> <li>c. Mail house?</li> <li>d. Lockbox?</li> <li>e. Image review?</li> </ul>	<p>The entire technical solution and all Third-Party Service Providers must reside and perform the services within the continental United States. See, Exhibit B, Volume II Section 1.1 Global System Requirements.</p> <p>Question A: There is no additional geographic requirements for fulfillment of transponders.</p> <p>Question B: In regards to 3<sup>rd</sup> Party Violation payment processing, the Mail House and the Lockbox restrictions below will apply and any staff that is interacting with customers or violators will be located in Authority provided CSC facility.</p> <p>Question C: The Print/Mail House services shall be located in and mailing Authority's Notifications from the State of California. See, Exhibit B, Volume II Section 1.6.1.1 Print/Mail House Service Provider, Req #650</p> <p>Question D: The lockbox processing services will take place in the State of California, See, Exhibit B, Volume II Section 1.7.4 Payment Processing and Lockbox , Req #832</p> <p>Question E: Image review is provided by the ETTM system contractor. The BOS and CSC Operations Contractor is only responsible for Image Review Quality Assurance. See, Exhibit B, Volume III Section 1.2.5 Image Review Support</p>	
137.	19 of 79	Exhibit B Scope of Services / Volume I Project Management and Controls	<b>2.3 Other Required Personnel</b>	<p>Does the Authority require any of the 4 positions to be on site and 100% dedicated to the operations? If so which ones?</p>	<p>The "Other Required Personnel" staff must be located and dedicated such that the underlying requirements are met. See underlying requirements #59-62 and other applicable requirements throughout the Scope of Work.</p>	
138.	30	Section III. Evaluation and Award	<b>B. Evaluation Procedure</b>	<p>During the evaluation period, the Authority may interview some or all of the Offerors. The Authority has established May 19 and 20, 2021, as the dates to conduct interviews. All prospective Offerors are asked to keep these dates available.</p> <p>Will the interviews be in person or remote?</p>	<p>These interviews will be remote.</p>	



Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
139.	21 of 79	Exhibit B Scope of Services / Volume I	<p><b>3.2 Business Rules Workshop; Req. No. 75</b></p> <p><i>“The Business Rules review workshops shall include Contractor and Authority staff with expertise on the current and future business operations.”</i></p>	Will the Authority please provide current Business Rules to ensure all proposers have the same understanding and opportunity to review?	The 405 is a brand new facility and there are no existing Business Rules. See addenda.	<p>Exhibit B Volume I, Section 3.2. Business Rules Workshop, including Requirements 74 through 77, is updated as follows:</p> <p>The Contractor shall conduct a series of Business Rules workshops with the Authority to <u>develop a complete set of</u> <del>address the Business Rules document with any information required by the Contractor to design, develop and configure the BOS or operations-related documentation and processes.</del></p> <p>74 The Contractor shall manage, facilitate and conduct Business Rules review workshops with the Authority to <u>develop</u> <del>discuss, update and modify the Business Rules for to accommodate the implementation of the BOS and CSC Operations.</del></p> <p>75 The Business Rules review workshops shall include Contractor and Authority staff <del>with expertise on the current and future business operations.</del></p> <p>76 The Contractor shall facilitate and conduct a minimum of <u>five (5)</u><del>three</del> Business Rules workshops.</p> <p>77 The workshops shall continue until the Business Rules are <del>updated</del> <u>developed</u> to the satisfaction of both the Contractor and the Authority.</p> <p>Exhibit B Volume I, 10. Contract Deliverables Requirements List, is updated to add:</p> <p><u>29. Business Rules</u></p> <p>Addendum No. 9</p>
140.	29 of 247	Exhibit B Volume II BOS Technology and Functionality	<p><b>1.1.3.4 Interface to California and Arizona DMV; Req. No. 209</b></p> <p><i>“The Contractor shall obtain approval from all DMVs to be a processor for the Authority.”</i></p>	Will the Authority work with and support the Contractor in obtaining processor approval with DMVs?	Yes, Authority will work with and support the Contractor in obtaining processor approval with DMVs	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
141.	1 of 35 34 of 35	Exhibit B Volume III CSC Operations  1.1.2. I-405 CSC and WIC Facility  1.2.19 Revenue Management	<i>"The Authority will provide a new primary space for the I-405 CSC and WIC..."</i>  <i>"...all money handling, counting and storage shall be performed in a secure area and under dual control at all times..."</i>	Will the Authority procure cash safe(s), cash drawers, and credit card terminals for all facilities where required?	Cash safes and cash drawers will be provided by Authority.  The Contractor shall provide credit card terminals for the CSC WIC. See Exhibit B, Volume II Section 1.7.2 Payment Methods Handling and Section 1.1.1.7 Hardware, Software and Other Equipment updated Req #64.	Exhibit B Scope of Services, Section 1.4. New I-405 CSC Facility, is updated as follows:  With regards to the new Facility, the following will be the responsibility of OCTA:  24. Building Maintenance; <del>and</del> 25. Additional buildout and provision of items above to support growth and- 26. <u>Cash safes and cash drawers.</u>  Exhibit B Volume II, Section 1.1.1.7. Hardware, Software and Other Equipment, Requirement 64 is updated as follows:  The Contractor provided standard Point of Sale devices shall support Europay, MasterCard and Visa (EMV) chip integrated circuit card and contactless Near Field Communication (NFC) devices. The Contractor shall ensure compliance with EMV chip guidelines for chip card transactions and International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 18092 specifications for contactless NFC transactions.  Exhibit B Volume II, Section 1.1.1.7. Hardware, Software and Other Equipment, Requirement 65 is updated as follows:  <u>The Contractor provided</u> <del>C</del> check scanners (for remote deposit capture) shall include, but not be limited to:  Addendum No. 9
142.	10	Section I. Instructions	<b>S. Prevailing Wages</b>  <i>"Certain labor categories are subject to prevailing wages as identified ..."</i>	Will the Authority please specify which labor categories during the CSC Operations Phase are subject to prevailing wages?	It is the responsibility of the Offeror to review the Prevailing Wage Rate statutes and make this determination.	
143.	1 of 8	Exhibit B Scope of Services	<i>"The Authority will not provide data center space for the I-405 BOS and the Contractor is required to provide a hosted or cloud-based implementation in accordance with the Requirements."</i>	Will the Authority please confirm that a communication closet large enough to support all data and communication racks will be provided within the CSC?	Adequate space for this type of equipment is the Contractor's responsibility to identify as input to the facility design.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
144.	3 of 8 and 7 of 8	Exhibit B Scope of Services	<p><b>1.4 New I-405 CSC Facility;</b> Items 20 and 21</p> <p>and</p> <p><b>1.5.2 Contractor Operations and Maintenance Phase Services</b></p> <p><b>Main bullet:</b> <i>“Operational activities not directly related to functional use of the BOS.”</i></p> <p><b>Sub bullet:</b> <i>“Physical security of the operations Facilities, funds, personnel, and Equipment;”</i></p>	<p>These sections seem to conflict. Section 1.4 indicates CSC design, construction, and physical security system for the CSC Facility are the responsibility of the Authority, while Section 1.5.2 indicates that physical security of the facilities is a Contractor responsibility.</p> <p>Will the Authority please clarify?</p>	<p>The Contractor's responsibilities include any human guards that the Contractor may require and other "physical security" (a search of the term in the Exhibit B will assist) and administrative requirements detailed in the requirements, as well as any security systems required by the Contractor to operate that are not explicitly provided by Authority.</p>	
145.	8 of 8	Exhibit B Scope of Services	<p><b>1.9 Pass Through Costs</b></p> <p><b>Bullet 3:</b> <i>“Facilities related incidental costs as directed and Approved by the Authority.”</i></p>	<p>Will the Authority please describe in further detail the types of facility incidental costs this refers to?</p>	<p>Incidental cost will primarily be related to facility maintenance, although there may be others.</p>	
146.	2 of 79	Exhibit B Scope of Services / Volume I: Project Management and Controls  1.2 Project Management Plan (PMP)	<p><b>1.2 Project Management Plan (PMP)</b></p> <p><b>Requirement 5:</b> <i>“The Contractor shall develop and submit the PMP to the Authority within ten (10) Business Days of the Agreement's Effective Date for review and Approval.”</i></p>	<p>The PMP document as described is an extremely large document encompassing the entire program. Ten days is not enough time to develop and submit a thorough PMP</p> <p>Will the Authority please consider changing this requirement to 45 days?</p>	<p>Authority will not consider changing the requirements to 45 days. See related Addendum No. 9. .</p>	<p>Exhibit B Volume I, Section 1.2. Project Management Plan (PMP), Requirement 5 is updated as follows:</p> <p>The Contractor shall develop and submit the PMP to the Authority within <u>thirty (30) Calendar Days</u> <del>ten (10) Business Days</del> of the Agreement's Effective Date for review and Approval.</p> <p>Addendum No. 9</p>

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147.	3 of 79	Exhibit B Scope of Services / Volume I Project Management and Controls	<b>1.2 Project Management Plan (PMP)</b>  <b>Requirement 7; Bullet 3 - Invoices:</b> “. . . Contractor shall address costs that are netted out from the Contactor’s toll revenue payment to the Authority, for example credit card fees and collections fees.”	Will the Authority please provide any other fees or costs that are intended to be netted out from Contractor’s toll revenue payment to the Authority?	See Exhibit B, Section 4.2.18 Management Reporting Req #191 Bullet #5 – there are no additional types of netted fees known at this time.	
148.	17 of 79	Exhibit B Scope of Services / Volume I Project Management and Controls	<b>Table 2-1: Key Team Personnel</b>  <b>Finance Manager</b> “. . . shall be a Certified Public Accountant (CPA).”	It is Offeror’s experience that requiring a full-time CPA for the Finance Manager position is unnecessary and overly expensive.  <b>Question a</b> Will the Authority please remove this as a mandatory requirement and restate as preferred?  <b>Question b</b> Alternatively, will the Authority allow a certain number of years of experience managing similar tolling programs in the Finance Manager role as an equivalent offset to the CPA certification (i.e., 5 to 8 years of experience)?	No change will be made to the requirements of the RFP.	
149.	27 of 79	Exhibit B Scope of Work / Volume I Project Management and Controls	<b>4.2.1 Quality Plan</b>  <b>Requirement 120; Bullet:</b> “Contractor’s quarterly audit”	Offeror is unable to find a description in the RFP documents of the quarterly audit.  Will the Authority please provide a detailed description of this process?	Please see related addendum No. 9.	Exhibit B Volume I, 4.2.1. Quality Plan, Requirement 120, bullet 7 is updated as follows:  The Quality Plan shall include the Contractor’s QA approach related to CSC Operations, including but not limited to:  • Contractor’s <del>quarterly</del> audits;  Addendum No. 9
150.	37 of 79	Exhibit B Scope of Services / Volume I Project Management and Controls	<b>4.2.11 CSC Operations and Facility Mobilization Plan</b>  <b>Requirement 156; Bullet:</b> “staffing for initial pre-Go-Live marketing period;”	Offeror is unable to find a description in the RFP documents of the pre-Go-Live marketing period.  Will the Authority please provide a detailed description of this process so Offerors can properly estimate staffing requirements and duration?	Please see related addendum No. 9. Also search for term “ramp-up” in the Agreement and Scope of Work.	Exhibit B Volume I, 4.2.11. CSC Operations and Facility Mobilization Plan, Requirement 156, bullet 12 is updated as follows:  The Quality Plan shall include the Contractor’s QA approach related to CSC Operations, including but not limited to:  • staffing for <u>Ramp-up/Customer Services</u> <del>initial pre-Go-Live marketing period</del> ;  Addendum No. 9

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151.	59 of 79	Exhibit B Scope of Services / Volume I Project Management and Controls	<b>6.1 Operations Mobilization and Facility Coordination</b>  <b>Requirement 262;</b> <b>Bullet:</b> <i>"make any required Approved modifications to the facilities (those required beyond the new facility design inputs provided by the Contractor);"</i>	Will the Authority please confirm that any approved modifications to the facility will be reimbursable to the Contractor on a pass-through basis?	Approved work is reimbursable, Please see Exhibit B, Volume III, Section 1.1.2.2, requirement #24. See related addendum.	Exhibit B Volume III, Section 1.1.2.2. New I-405 CSC and Walk-in Center (WIC), Requirement 24 is updated as follows:  The Contractor shall make all Authority-directed and Approved improvements to the CSC Facility, if any, as a combination of Additional Work Order, a pass-through cost, or submitted through the weekly accounts payable batch.  Addendum No. 9
152.	61 of 79	Exhibit B Scope of Services / Volume I Project Management and Controls	<b>6.4 Acceptance of Operational Readiness</b>  <b>Requirement 275;</b> <b>Bullet:</b> <i>"selection, build-out and equipping of all Contractor operated facilities;"</i>	Will the Authority please confirm that selection and build-out are Authority responsibilities?	The requirement is removed. Please see Question No.130 for related addenda.	
153.	67 of 79	Exhibit B Scope of Services / Volume I Project Management and Controls	<b>7.2.3 User Acceptance Testing</b>  <b>Requirement 308:</b> <i>"Ten (10) Business Days prior to the commencement of UAT, the Contractor shall train staff from the Authority and the CSC Operations test team selected to perform UAT."</i>	For the purposes of properly estimating the level of effort, will the Authority please provide specific requirements regarding the CSC Operations test team, e.g. employee count, duration, timing (in regard to Go-Live), etc.?	Authority estimates 6 staff members for 2 weeks which equals 480 hours.	
154.	2 of 35	Exhibit B Scope of Services / Volume III CSC Operations	<b>1.1.2 I-405 CSC and WIC Facility</b>  <b>Requirement 7:</b> <i>"...(either the Authority will pay directly for the repairs or Authority will request that the Contractor pay and submit for payment through the weekly accounts payable batch process)..."</i>	Will the Authority please provide specific details regarding the weekly accounts payable batch process, e.g. types of expenses, how the process works, etc.?	For payables to CTOC Agencies and Interoperable Agencies, services, repairs and other incidental items, that are not covered by this Scope of Work and Requirements and have been Approved by the Authority, upon Authority's direction, Contractor shall submit for payment to the Authority by entering the vendor and invoice information into the Authority's accounting system. The Contractor shall compile and send to the Authority, the invoices, any corresponding backup documents, and batch logs, for Authority's review and check issuance. Refer to Section 1.10 for examples of Direct Payment Items.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
155.	Not Available	Exhibit B, Attachment B, Historical Volumes	Violations Notices	<p><b>Question:</b> Regarding the volumes provided for NTEV by the Authority, is that reflective of a ratio of one violation per notice OR is the volume indicative of notices that may have more than one violation per notice?</p> <p><b>Question:</b> Does the Authority foresee combining violations from the 91 EL program to violations acquired on the 405 EL at some point?</p>	<p>OCTA 91 BOS and CSC Operations Historical Volumes is provided as a reference document only. Authority does not take responsibility for determining whether the reference materials are accurate, complete, pertinent, or of any value to Offerors.</p> <p>For the 91 Express Lanes, NTEV volume is reflective of a ratio of one violation per notice.</p> <p>Authority will not be combining violations from the 91 ELs with violations from the 405 ELs.</p>	
156.	Not Available	Exhibit B, Attachment B, Historical Volumes	DMV Holds and OOS Name Address Inquiries	<p><b>Question:</b> Are the expected volumes provided by the Authority extrapolated from anticipated volumes on the 405 or taken from what is being experienced on the 91 EL?</p>	<p>OCTA 91 BOS and CSC Operations Historical Volumes is provided as a reference document only. Authority does not take responsibility for determining whether the reference materials are accurate, complete, pertinent, or of any value to Offerors. This reference document has no association to the I-405 Express Lanes.</p> <p>Exhibit B Scope of Work and Requirements, Attachment B, I-405 Annual Transaction Forecast provides estimated annual transaction volumes for the I-405 Express Lanes.</p>	
157.	140/1132	Exhibit B Volume I, 7.2.1 Unit Testing		<p>A unit could be an entire Module, but it is more commonly an individual function or procedure. Unit Testing is the first level of testing and is performed prior to System Integration Testing.</p> <p><b>Question:</b> The description of the Unit Test in the paragraph is consistent to what is expected, but different requirements are listed in requirement 300. Requirement 300 states,</p> <ul style="list-style-type: none"> <li>• "testing for all functional elements of the BOS for conformance with the Requirements, Approved design, and Business Rules;</li> <li>• testing of 100% of all BOS components and negative testing for controlled systems"</li> </ul> <p>This is inconsistent with Section 7.2.1 paragraph and what is expected in a Unit Test. Please clarify the requirements for Unit Testing.</p>	<p>Please see related Addendum No. 9.</p>	<p>Exhibit B Volume I, 7.2.1. Unit Testing, Requirement 300, bullets 1 and 2 are updated as follows:</p> <p>The Contractor shall conduct Unit Testing, including but not limited to:</p> <ul style="list-style-type: none"> <li>• <u>to the extent possible in a Unit Testing configuration</u>, testing for all functional elements of the BOS for conformance with the Requirements, Approved design and Business Rules;</li> <li>• testing of 100% of all BOS components and negative testing (<u>to the extent possible in a Unit Testing configuration</u>) for controlled systems features;</li> </ul> <p>Addendum No. 9</p>
158.	205/1132	Exhibit B, Volume II, Section 1.2.6.5	Maintenance Priorities, Response, and Repair	<p><b>Question:</b> The definition of a malfunction or fault is too broad and too ambiguous, which adds risk to the project's long-term harmony. Please consider revising the language to distinguish a malfunction that causes a complete outage versus a malfunction that only degrades the BOS operations.</p>	<p>Specific examples are provided for each Priority Level and will be used as guidance in determining the appropriate Priority Level for any malfunction. No change will be made.</p>	

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159.	447/1132	Exhibit B, Volume IV, Section 1.1	Table 1: BOS Performance Measurers and Adjustments	<p>BOS Performance Measure 17 – Repair of Priority 1 failure or degradation Per Priority 1 failure that is not repaired within four (4) hours.</p> <p><b>Question:</b> For those incidents where the repair requires an OEM patch or application fix required to follow the Change Management process, the process will extend beyond four hours. Would the Authority consider revising the requirement to handle these types of incidents?</p>	<p>For a Priority 1 failure the Authority will support an accelerated Change Management process per the Approved Maintenance Plan(s) provided by the Contractor and Approved by Authority. With each incident the Authority will consider if there were legitimate delays caused solely by Authority.</p>	
160.	447/1132	Exhibit B, Volume IV, Section 1.1	Table 1: BOS Performance Measurers and Adjustments	<p>BOS Performance Measure 20 – Protect Sensitive customer information from exposure to others</p> <p><b>Question:</b> Are the LD's associated with this KPI in addition to the required Cyber Liability Insurance? It would be reasonable to assume a requirement for one or the other.</p>	<p>Yes, the LDs associated with this KPI are in addition to the Cyber Liability Insurance.</p>	

161.	Page 24-26 (PDF page 32-34)	Proposal Format and content Section B.	Forms	<p>Are the following forms required of the subs (in addition to the Prime)?</p> <ul style="list-style-type: none"> <li>• Form C - Status of Past and Present Contracts Form</li> <li>• Form E – Certification of Restrictions on Lobbying Form</li> <li>• Form F – Proposal Exceptions and or Deviations Form</li> <li>• Form G – Surety Commitment Letter</li> <li>• Form L – Iran Contracting Act Certifications</li> <li>• Form M - Public Records Act Indemnification Proposal Documents</li> <li>• Form N - Offeror Recent Client List</li> <li>• Form O - Reference Forms</li> <li>• Form P – List of Subcontractors</li> </ul>	<p>Forms C, E, F, G, L and M are to be completed only by the Prime (Offeror). Proposed subcontractors do not need to complete these forms. See addendum related to Form N and Form O. All other forms are to be completed by the prime.</p>	<p>Section II: Proposal Content, B. Forms, 14. Reference Forms – Form N is updated as follows:</p> <p><u>Offerors and Subcontractor(s), if Subcontractor(s) has the primary responsibility for either the implementation and Maintenance Work or the CSC operations Work, shall complete and submit this Recent Client List with the Technical Proposal.</u></p> <p>Provide a list of all Offeror's or <u>Subcontractor's (as applicable)</u> contracts in the most recent three years, up to a maximum of 20 contracts.</p> <p>Form N is updated to add:</p> <p><u>Subcontractor Name (if applicable):</u></p> <p>Section II: Proposal Content, B. Forms, 15. Reference Forms – Form O has the following paragraph added:</p> <p><u>A Subcontractor shall complete Form O Part 1 reference(s) if a Subcontractor has the primary responsibility for the implementation and Maintenance Work. A Subcontractor shall complete Form O Part 2 reference(s) if a Subcontractor has primary responsibility for the CSC operations Work.</u></p> <p>Form O-1 Part 1 is updated as follows:</p> <p>Offeror shall use this attachment to clearly demonstrate how Offeror or <u>Subcontractor (as applicable)</u> meets the <del>minimum</del> qualification requirements for Proposals with regard to Offeror or <u>Subcontractor (as applicable)</u> project experience. Each reference provided may be contacted by the Authority. Copy this form as needed to comply with the requirements outlined in the RFP for the Implementation and Maintenance Phase minimum qualifications. <b>References must be from a third party agency or company for whom Offeror or <u>Subcontractor (as applicable)</u> has performed similar services.</b></p> <p>Offeror Name: <u>Subcontractor Name (if applicable):</u></p>
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Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
						<p>Offeror's <u>or Subcontractor's (as applicable)</u> role on project and years of participation (mm/dd/yy to mm/dd/yy):</p> <p>Form O-1 Part 2 is updated as follows:</p> <p>Offeror shall use this attachment to clearly demonstrate how Offeror <u>or Subcontractor (as applicable)</u> meets the <del>minimum</del> qualification requirements for proposals with regard to Offeror <u>or Subcontractor (as applicable)</u> project experience in Operations. Each reference provided may be contacted by the Authority. Copy this form as needed to comply with the requirements outlined in the RFP for minimum qualifications.  <b><i>References must be from a third party agency or company for whom Offeror <u>or Subcontractor (as applicable)</u> has performed services.</i></b></p> <p>Offeror's Name:  <u>Subcontractor Name (if applicable):</u></p> <p>Offeror's <u>or Subcontractor's (as applicable)</u> role on project and years of participation (mm/dd/yy to mm/dd/yy):</p> <p>Addendum No. 10</p>

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
162.		Volume III, Section 1.1.2 and 1.1.2.2.		Section 1.1.2 requires facilitation and coordination on maintenance and provides for payment for maintenance, however Section 1.1.2.2. requires the contractor to provide maintenance. Please clarify/reconcile both statements regarding the contractual responsibility of the Contractor.	See addendum	<p>Exhibit B, Vol III, Sect. 1.1.2. I-405 CSC and WIC Facility, Requirement #7 is updated as follows:</p> <p>The Contractor shall facilitate, coordinate and be the point of contact for all I-405 CSC Facility and <del>E</del>equipment related <del>M</del>maintenance and repairs that are not the fault of the Contractor (either the Authority will pay directly for the <u>maintenance and repairs</u> or Authority will request that the Contractor pay and submit for payment through the weekly accounts payable batch process). All Contractor labor necessary for these services shall be included in the Contractor's Price Proposal and shall not be invoiced or be considered additional Work. Repairs that are the result of Contractor actions shall be handled and paid for by the Contractor alone and the Authority shall be notified and kept informed.</p> <p>Exhibit B, Vol III, Sect 1.1.2.2. New I-405 CSC and Walk-in Center (WIC), Requirement #19 is updated as follows:</p> <p>The Contractor shall <del>provide Maintenance at this Facility and</del> ensure that the Facility is professional in appearance and clean.</p> <p>Addendum No. 10</p>
163.		Volume 1, Section 3.6		The RFP states; The Contractor shall conduct as many meetings, workshops, and submission review cycles as deemed necessary by the Authority to address all design issues to the Authority's satisfaction. – Seems open ended with no criteria/definition on "Authority's satisfaction", suggest replacing with:...address all design issues until the requirements are met.	No change will be made to the RFP requirements	
164.		Volume 1 Section 6.5		The Contractor shall not prevent employees from changing their employment to the successor if the employees wish to do so. Are the Key Personnel excluded from this requirement as some or all may already have non-compete clauses?	<p>In reference to Vol 1, Section 6.5, Req. # 285 which states "The Contractor shall not prevent employees from changing their employment to the successor if the employees wish to do so."</p> <p>For Key Personnel these types of situations will be evaluated by the Authority on a case-by-case basis.</p>	
165.	i.	Notice of Request for Proposals	Notice of Request for Proposals	Is the 405 Express Lanes roadway toll system contractor the same as the Electronic Toll & Traffic Management System Contractor?	Yes, they are the same.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
166.	1 of 8	1.1	Project Timing	What is the status of the Design & Build I-405 Improvement Project contract? Is it on schedule? If there is a delay in completing it, what will the effect be on the BOS & CSC Operations Services RFP?	The current I-405 schedule has commencement of toll collection in October of 2023.  Please review Exhibit E, Agreement, Article 7. D, which covers changes in the completion date of the I-405 Improvement Project that also impact the Readiness for Go-Live and the NTP for Ramp-up Customer Services dates. If the delay in completion of the I-405 Improvement Project has affected the Readiness for Go Live and NTP Ramp-up Customer Service Guaranteed Completion Date to the extent that these dates are outside of the window identified in paragraph D, the additional delay would be subject to consideration under the Agreement's Article 16, Changes.	
167.	24	II Proposal Content	Status of Past & Present Contracts – Form C	Should contracts listed here be limited to toll operations?	Offeror shall include all contracts, not just contracts limited to toll operations.	
168.	7 of 8	1.5.2	Exhibit B, Scope of Services	What CSC Facility Maintenance will not be covered by the Authority?	See Exhibit B, Volume III, Section 1.1.2 I-405 CSC and WIC Facility	
169.	7 of 8	1.5.2	Exhibit B, Scope of Services	Is the independent auditor who performs the SSAE 18 Type II Audit supposed to be a subcontractor to the BOS/CSC contractor?	Yes, the SSAE-18 Type II auditor is hired by the Contractor. See, Exhibit B, Volume III, Section 1.2.18.1.1 SSAE-18 Type II Audit	
170.	3 of 10	Table 1	BOS Performance Measurers [sic] and Adjustments	What if Contractor complies with all stated processes and standards and there is still a security breach? Is the Contractor supposed act as an insurer with respect to any unauthorized access to PII or PCI data?	Please see the response to Question 160  Yes, the Contractor is required to carry Privacy and Network Security (Cyber Liability) insurance, see Agreement's Article 15 Insurance, paragraph 5	
171.	6 of 10	Table 2	Table 2: CSC Operations Performance Measures and Non-Compliance Points	What does "OPS" stand for?	OPS is short for Operations. The column is simply used for numbering the Performance Measures.	
172.	6 of 10	OPS # 8	Table 2, CSC Operations Performance Measures and Non-Compliance Points	Does "abandon rate" pertain to abandonment by caller or by CSR?	An Abandoned call is a call that has disconnected prior to being connected to a CSR. This measure pertains to the caller abandoning/disconnecting the call prior to being connected to a CSR.	
173.	7 of 10	OPS # 15	Table 2, CSC Operations Performance Measures and Non-Compliance Points	What if the Customer requests something that is infeasible?	Contractor will provide documentation in the Case Management system why the customer request cannot be resolved completely and accurately.	
174.	7 of 10	OPS # 18	BOS Performance Measurers [sic] and Adjustments	What if the High Priority Issue can't practically be resolved in one business day?	Contractor will provide documentation within the Case Management system to validate extended resolution timeframe.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
175.	12 of 109	Agreement, Article 5, paragraph C	Term of Agreement	If the Initial Term is up to 9 years, and the two Options are 5 years, shouldn't the maximum term be 14 years?	The maximum term should be 14 years. Please see related Addendum no. 10.	Exhibit E, Article 5, paragraph C. has the last sentence updated as follows:  Extensions Not Constituting Waiver: AUTHORITY's election to extend the Initial Term under Option Term 1 and/or Option Term 2, shall not diminish its right to terminate the AGREEMENT for AUTHORITY's convenience or CONTRACTOR's default as provided elsewhere in this AGREEMENT. The maximum Term of this AGREEMENT shall be fourteen (14) years from the Effective Date.  Addendum No. 10
176.	19 of 109	Proposed Agreement, Article 8, paragraph L	Payment	Section 7108.5 of the California Business and Professions Code applies to a "work of improvement." Does the AUTHORITY consider the services to be provided under the BOS and CSC RFP a "work of improvement"?	The Contractor is responsible for its own interpretation of the requirements of California law.	
177.	36 of 109	Agreement, Article 18, paragraph C.4	Liquidated Damages, Key Team Personnel	What does "occasion of Unavailability" mean here, per day?	An occasion of Unavailability is a separate occurrence of Unavailability per position and is not assessed on a daily basis.	
178.	54 of 109	Proposed Agreement, Article 27, paragraph E	Escrow Agreement	Is paragraph E saying that the deposit must be repeated even if there is no change in the IP Materials?	Yes, a deposit must be repeated even if there is no change in the IP Materials, at a minimum semi-annually.	
179.	78 of 109	Article 48, paragraph A.2	State Prevailing Wage and Labor Code Requirements	The Davis-Bacon Act applies to construction. Is it applicable to the Services under this RFP?	Certain construction or repairs of the I-405 CSC and WIC Facility may require the Contractor to pay prevailing wages. The Contractor is responsible for its own interpretation of the applicable prevailing wage requirements.	
180.	91 of 109	Article 72, paragraph C	Confidentiality of Data	Should "LOCAL AGENCY's" be changed to "AUTHORITY's"?	Yes, LOCAL AGENCY refers to AUTHORITY.	Exhibit E, Article 72, paragraph C. has the last sentence updated as follows:  CONTRACTOR shall not comment publicly to the press or any other media regarding the Agreement or AUTHORITY's <del>LOCAL AGENCY's</del> actions on the same, except to AUTHORITY's <del>LOCAL AGENCY's</del> staff, CONSULTANT's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.  Addendum No. 10

REQUEST FOR PROPOSALS (RFP) 0-2690

**BACK OFFICE SYSTEM AND CUSTOMER  
SERVICE CENTER OPERATIONS SERVICES  
FOR THE 405 EXPRESS LANES IN  
ORANGE COUNTY**



**ORANGE COUNTY TRANSPORTATION AUTHORITY**

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

**Key RFP Dates**

<b>Issue Date</b>	<b>December 9, 2020</b>
<b>Pre-Proposal Conference</b>	<b>December 17, 2020</b>
<b>Offeror Technical Questions Submittal Deadline</b>	<b>February 5, 2021</b>
<b>Authority Technical Questions Response Deadline</b>	<b>February 12, 2021</b>
<b>Offeror Pricing and Non-technical Questions Submittal Deadline</b>	<b>February 19, 2021</b>
<b>Authority Pricing and All Non-technical Questions Response Deadline</b>	<b>February 26, 2021</b>
<b>Proposal Due Date</b>	<b>March 22, 2021</b>
<b>Interview Dates:</b>	<b>May 19 &amp; 20, 2021</b>

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## **NOTICE OF REQUEST FOR PROPOSALS**

**(RFP): 0-2690 BACK OFFICE SYSTEM AND CUSTOMER SERVICE CENTER OPERATIONS SERVICES FOR THE 405 EXPRESS LANES**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (“Authority”) invites Proposals from qualified firms to provide Back Office System (BOS) and Customer Service Center (CSC) Operations for the 405 Express Lanes (“405 Express Lanes”).

Required work (“Work”) under this RFP includes the implementation and operations and Maintenance of the BOS and CSC for the 405 Express Lanes. Over the term of the Agreement the Authority may implement other toll facilities that may be added to this Project.

The Agreement will include both firm fixed and variable pricing elements. The Initial Term of the Agreement will be up to nine years, which includes an Implementation Phase and a six-year Operations and Maintenance Phase. Two optional Contract extension periods are included for a total optional extension of up to five years. Option Term 1 is for an extension period of up to three years and Option Term 2 is for an additional extension period of up to two years. Each may be executed at the sole determination of the Authority.

The Authority intends to provide a facility for Contractor’s Customer Service Center Operations, which may also house other Authority contractors. The Contractor must provide space for its data center at another location in accordance with the Scope of Work and Requirements.

Authority’s budget commitment, for the Initial Term of this Agreement, is anticipated to be \$133,876,546.

Close coordination will be required between the Contractor awarded the Contract resulting from this procurement (“the Contractor”) and the 405 Express Lanes roadway toll system contractor.

Offerors are advised that the reference documents provided with this RFP are for the purpose of providing certain information to Offerors. Authority does not take responsibility for determining whether the reference materials are accurate, complete, pertinent, or of any value to Offerors. Reference documents include the following:



- Toll Operating Agreement with California Department of Transportation (Caltrans) for the 405 Express Lanes in Orange County.
- OCTA 91 BOS and CSC Operations Historical Volumes

The Authority has set a three percent (3%) Disadvantaged Business Enterprise (DBE) participation goal for this project, as it is mainly funded with federal funds. Award of this contract is contingent upon Contractor's commitment to meet the DBE attainment requirements including good faith effort to meet the established goal.

Offerors are advised that by signing their Proposal, they are certifying that they and their Subcontractors are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

The following restrictions/prohibitions apply to this procurement:

- The firm, including all Subcontractors (at any tier), regardless of the level of service provided by said Subcontractor(s), awarded the program management services contract for the Authority's Highway Delivery Department, may not submit a Proposal to this procurement.
- The firm, including all Subcontractors (at any tier), regardless of the level of service provided by said Subcontractor(s), awarded the program management consultant contract for the Authority's I-405 Improvement Project, may not submit a Proposal to this procurement.

The evaluation of Offeror team composition with regards to conflicts of interest will be done on a case-by-case basis.

**Proposals must be received in the Authority's office at or before 2:00 p.m. on Monday, March 22, 2021.**

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: Mr. Robert Webb, Principal Contracts 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: Mr. Robert Webb, Principal Contracts Administrator**

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

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

Offerors are advised that the Authority is now on Facebook, at [www.facebook.com/Cammnetconnect](http://www.facebook.com/Cammnetconnect). Cammnet Connect was created by the Authority to provide a tool for firms to build business and partnering relationships with other firms interested in business opportunities with the Authority.

Firms interested in obtaining a copy of this Request For Proposals (RFP) may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

To receive all further information regarding this RFP 0-2690, prime firms and Subcontractors 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:

<b>Category</b>	<b>Commodity</b>
Communication Equipment, Communication Systems	Telecommunications - Sales and Services
Computer: Hardware & Software	Accounting / Financial Software
	Business Software
	Computer: Hardware & Software
	Database Software
	Desktops, Notebooks & Appliances
	Enterprise Software -General
	Hardware Components & Accessories
	Networking Equipment
	Operating Systems and Network Software
	Servers and Storage Equipment

<b>Category</b>	<b>Commodity</b>
	Software Development and Tool Software
Facility; Equipment; Supplies	Security Systems - Equipment
Office Equipment, Office Furniture, Office Supplies	Office Equipment
	Office Furniture
	Office Supplies - General
Rental & Lease	Equipment Rental or Lease
	Office Equipment Rental or Lease
Human Resources & Employment Services	Employment Agency and Search Firm Services (including Background Checks)
	Employment Search Service
	Outplacement Services - Recruitment
	Temporary Employment Service
Maintenance Services - Equipment	Office Equipment Maintenance - General
	Office Furniture & Cubicle Maintenance
Marketing, Advertising & Media Services	Graphic Production Services
	Interior Design, Space Planning, and Exhibits/Displays
	Mail house Services
Office Services	Office Equipment Repair
Services (General)	Computers, Data Processing Equipment and Accessories
	Courier Services
	Document Destruction
	Interpreter Services (Foreign Language, Hearing Impaired, etc.)
	Language Translator / Interpreter Services
	Mail Services, Express
	Mailing Services (Including Collating, Packaging, and Sorting)
	Reprographic Services
Printing & Reproduction Services	Printing and Related Services
Professional Consulting	Accounting / Auditing / Budget Consulting
	Computer Network Consulting
	Consultant Services - Tolling Systems Design and Development

Category	Commodity
	Consultant Services - Intelligent Transportation Systems (ITS)
	Training
Professional Services	Accounting Services
	Computer Training
	Networking Services (including Installation and Maintenance)
	Support Services, Computer

A Pre-Proposal conference will be held on **December 17, 2020**, 9:00 am via Skype.

Prospective Offerors may call-in using the following credentials:

- Call-in number: (714) 560-5666
- Conference ID: 139016

No on-site meeting will be held. A copy of the presentation slides and a pre-proposal registration sheet will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to call-in to the pre-proposal conference.

The Authority has established May 19 and 20, 2021, as the dates to conduct interviews. All prospective Offerors must keep these dates 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 and Requirements.

**SECTION I: INSTRUCTIONS TO OFFERORS**

## **SECTION I. INSTRUCTIONS TO OFFERORS**

### **A. PRE-PROPOSAL CONFERENCE**

A Pre-Proposal conference will be held via Skype on **December 17, 2020**, beginning at 9:00 a.m. The Pre-Proposal conference is not mandatory; however, all prospective Offerors are encouraged to attend the Pre-Proposal conference.

Prospective Offerors may call-in using the following credentials:

- Call-in number: (714) 560-5666
- Conference ID: 139016

No on-site meeting will be held. A copy of the presentation slides and a pre-proposal registration sheet will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to call-in to 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 (including all exhibits and addenda) and that it is capable of performing quality work to achieve the Authority's objectives. Failure of Offeror to so examine and inform itself shall be at its sole risk, and no relief for discrepancy, deficiency, ambiguity, error, or omission will be provided by the Authority.

### **C. ADDENDA**

The Authority reserves the right to revise the RFP documents. Any changes made by the Authority to the requirements will be made by written addendum to this RFP. Where applicable, 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 or written instructions. Offerors shall acknowledge receipt of all 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:

Mr. Robert Webb, Principal Contracts Administrator  
Contracts Administration and Materials Management Department  
600 South Main Street  
P.O. Box 14184

Orange, CA 92863-1584  
Phone: 714.560.5446743, Fax: 714.560.5792  
Email: [405ELBOS-CSC@OCTA.net](mailto:405ELBOS-CSC@OCTA.net)

Commencing on the date of the issuance of this RFP and continuing until award of the Contract or cancellation of this RFP, no Offeror, Subcontractor, lobbyist or agent hired by the Offeror shall have any contact or communications regarding this RFP with any Authority staff ~~or officers~~; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any Offeror, Subcontractor, lobbyist or agent hired by the Offeror that engages in such prohibited communications may result in disqualification of Offeror 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 E.2. below. Should the Authority find in its sole discretion that the point in question is not clearly and fully set forth in the RFP, 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, using the attached Form A, Offeror's Questions Form, and must be received by the Authority no later than 5:00 p.m. (local PT) on the dates stated in the Key RFP Dates Table provided on the RFP Cover Sheet. The Authority is not responsible for failure to respond to a request that has not been submitted as such.
- b. Any of the following methods of delivering written requests for clarifications, questions, and comments 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) Email (preferred method): [405ELBOS-CSC@OCTA.net](mailto:405ELBOS-CSC@OCTA.net)

### 3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than the dates shown on the Key RFP Dates Table on the RFP cover sheet. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing the request to Mr. Robert Webb. To the extent that responses are provided, they will not be considered part of the Contract documents, nor will they be relevant in interpreting the Contract documents, except as expressly set forth therein.

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

Category	Commodity
Communication Equipment, Communication Systems	Telecommunications - Sales and Services
Computer: Hardware & Software	Accounting / Financial Software
	Business Software
	Computer: Hardware & Software
	Database Software
	Desktops, Notebooks & Appliances
	Enterprise Software -General
	Hardware Components & Accessories
	Networking Equipment
	Operating Systems and Network Software
	Servers and Storage Equipment
	Software Development and Tool Software
Facility; Equipment; Supplies	Security Systems - Equipment
Office Equipment, Office Furniture, Office Supplies	Office Equipment
	Office Furniture
	Office Supplies - General
Rental & Lease	Equipment Rental or Lease
	Office Equipment Rental or Lease
Human Resources & Employment Services	Employment Agency and Search Firm Services (including Background Checks)
	Employment Search Service



<b>Category</b>	<b>Commodity</b>
	Outplacement Services - Recruitment
	Temporary Employment Service
Maintenance Services - Equipment	Office Equipment Maintenance - General
	Office Furniture & Cubicle Maintenance
Marketing, Advertising & Media Services	Graphic Production Services
	Interior Design, Space Planning, and Exhibits/Displays
	Mail house Services
Office Services	Office Equipment Repair
Services (General)	Computers, Data Processing Equipment and Accessories
	Courier Services
	Document Destruction
	Interpreter Services (Foreign Language, Hearing Impaired, etc.)
	Language Translator / Interpreter Services
	Mail Services, Express
	Mailing Services (Including Collating, Packaging, and Sorting)
	Reprographic Services
Printing & Reproduction Services	Printing and Related Services
Professional Consulting	Accounting / Auditing / Budget Consulting
	Computer Network Consulting
	Consultant Services - Tolling Systems Design and Development
	Consultant Services - Intelligent Transportation Systems (ITS)
	Training
Professional Services	Accounting Services
	Computer Training
	Networking Services (including Installation and Maintenance)
	Support Services, Computer

Offeror inquiries regarding RFP content or Technical Proposal content will be accepted by the Authority at or before 5:00 p.m. on February 5, 2021. Inquiries regarding these matters will not be responded to after this date and time.

Offeror inquiries regarding Price Proposal and all non-technical matters including forms will be accepted by the Authority at or before 5:00 p.m. on February 19, 2021 no later than 5:00 p.m. (local PT). Inquiries regarding these matters will not be responded to after this date and time.

## **F. SUBMISSION OF PROPOSALS**

### **1. Date and Time**

Both Technical and Price Proposals must be received together, separately packaged as described below, in the Authority's office at or before **2:00 p.m. on March 22, 2021**.

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 (CAMP)  
600 South Main Street, (Lobby Receptionist)  
Orange, California 92868  
Attention: Mr. Robert Webb, Principal Contracts Administrator**

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management (CAMP)  
P.O. Box 14184  
Orange, California 92863-1584  
Attention: Mr. Robert Webb, Principal Contracts Administrator**

### **3. Identification of Proposals**

Offeror shall submit **one (1) original, eight (8) hard copies, and one (1) electronic PDF copy (on a flash drive)** of its Technical Proposal in a sealed package, addressed as shown in F.2. Offeror shall include the Excel version of the Conformance Matrix on the flash drive. The outer envelope must show the Offeror's name and address and must be clearly marked with the RFP number.

In accordance with the instructions contained in this RFP, the following forms are to be included in a separate file entitled "Original Proposal Forms" in the electronic PDF copy (on a flash drive) of its Technical Proposal:

1. "Campaign Contribution Disclosure Form" (Form B)
2. "Status of Past and Present Contracts Form" (Form C)
3. "Proposal Exceptions and/or Deviations" (Form F)
4. "Public Records Act Indemnification – Proposal Documents (Form M)

The Price Proposal must be submitted in a sealed envelope, separate from the Technical Proposal package. **One (1) original and one (1) hard copy** are to be submitted, with **one (1) electronic copy on a flash drive**, in Excel file format.

#### **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 or in the procurement process.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority make 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 and modify any dates set for the Project in the RFP.
- e. Submitted Proposals are not to be copyrighted, as they are subject to the Public Records Act. Confidential and proprietary materials must be marked as such.
- f. Each Proposal will be received with the understanding that acceptance by the Authority of the Proposal to provide the Work 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.
- g. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the Work.
- h. The Authority reserves the right to approve or disapprove of an Offeror's Key Team Personnel or changes in an Offeror's organization.

## **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.

By way of example but not limitation, pre-contractual expenses include 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 Effective Date of 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 Agreement.

## **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 an agreement between the Authority and the Contractor, as a fixed and variable price Contract specifying fixed prices for individual Implementation Phase milestones, and variable pricing for portions of the Work during the Operations and Maintenance Phase, as specified in the Scope of Work and Requirements, included in this RFP as Exhibit B and in Exhibit D, Price Proposal and Instructions and in the Agreement, included as Exhibit E.

**L. FUNDING**

Funding for the Project includes TIFIA, federal, state and local funds, and toll revenues.

**M. 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, Offeror is unable, or potentially unable to render impartial assistance or advice to Authority; Offeror's objectivity in performing the Work identified in the Scope of Work and Requirements is or might be otherwise impaired; Offeror has an unfair competitive advantage, or is engaging in activities that the Authority considers adverse to the 405 Express Lanes. Conflict of interest issues must be fully disclosed in the Offeror's Proposal.

Offeror shall disclose any financial interests it may have in the 405 Express Lanes, and any other financial, business, or other relationship with the Authority that may have an impact upon this Project, or any ensuing Authority planned or current project. Offeror shall also list current clients who may have a financial interest in the outcome of this Project, or any ensuing Authority project, which will follow.

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.

**N. CODE OF CONDUCT**

All Offerors agree to comply with the Authority's Code of Conduct, available at [www.octa.net](http://www.octa.net), 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.

**O. DISADVANTAGED BUSINESS ENTERPRISE**

The Authority has established a three percent (**3%**) Disadvantaged Business Enterprise (DBE) participation goal for the services required in this solicitation.

In conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," offerors must complete the following forms:

- Consultant Proposal DBE Commitment Form (10-O1)
- Written Confirmation (required from each proposed DBE firm listed on the Consultant Proposal DBE Commitment Form (10-O1).
- DBE Information – Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the “Consultant Proposal DBE Commitment Form (10-O1).
- Bidders List

**P. PROHIBITION**

The following restrictions apply to this procurement:

- The firm, including all Subcontractors (at any tier), regardless of the level of service provided by said Subcontractor(s), awarded the program management services contract for the Authority’s Highway Delivery Department, may not submit a Proposal to this procurement.
- The firm, including all Subcontractors (at any tier), regardless of the level of service provided by said Subcontractor(s), awarded the program management consultant contract for the Authority’s I-405 Improvement Project, may not submit a Proposal to this procurement.

The evaluation of Offeror’s team composition with regard to conflict of interest will be done on a case-by-case basis.

**Q. NONDISCRIMINATION**

The Authority hereby notifies all Offerors that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

**R. PRIME AND LOWER TIER DEBARMENT**

Offerors are advised that by signing their Proposal, they are certifying that they and their Subcontractors are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

**S. PREVAILING WAGES**

Certain labor categories under this Project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et.seq., and all applicable Federal requirements respecting prevailing wages.

It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum wage schedules. The Offeror to whom a Contract for the Work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the Work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices.

Copies of the prevailing rates of per diem wages are on file at the Authority's principal office at 550 S. Main Street, Orange, CA 92868 and are available to any interested party on request.

**T. PERMITS AND INSPECTION COSTS**

Successful Offeror shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agency having jurisdiction over the areas in which the Work is located and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

**U. EXECUTION OF CONTRACT**

Within ten (10) Business Days after notification of Contract award from the Authority, the successful Offeror shall submit to the Authority: the required Contract bonds and endorsements shown in Forms I, J and K, and acceptable insurance certificates as required by the proposed Agreement. Failure to sign the Contract and submit applicable bonds, and acceptable insurance certificates within the specified time shall be cause to cancel the award. Transfers of Contract, or of interest in Contracts, are prohibited.

Additionally, at Authority' sole discretion, a letter of guaranty may be requested from Offerors if deemed necessary.

**V. LIQUIDATED DAMAGES**

Authority reserves the right to assess liquidated damages related to Contractor's performance, Key Team Personnel availability, and delays in Guaranteed Completion Dates for Go-Live, as detailed in the Proposed Agreement included in this RFP as Exhibit E.

**W. PUBLIC RECORDS AND INFORMATION**

Proposals received by Authority are subject to the California Public Records Act, Government Code section 6250 et seq. (the "Act"), except as otherwise provided in the Act. In no event shall the Authority or any of its agents, representatives, consultants, directors, officers, or employees be liable to an Offeror for the disclosure of any materials or information submitted in response to the RFP. The Offeror must complete the Form M, Public Records Act Indemnification-Proposal Documents and submit with its Proposal.

If a request is received by Authority for the release of information identified by Offeror as propriety, trade secret or confidential, the request will be referred to the Offeror for review and consideration. If Offeror asks that the information be withheld from release, Offeror shall defend and hold harmless Authority from any legal action arising from such withholding, as further detailed in Form M, Public Records Act Indemnification-Proposal Documents.



**SECTION II: PROPOSAL CONTENT**

## **SECTION II. PROPOSAL CONTENT**

### **A. PROPOSAL FORMAT AND CONTENT**

#### **1. Format**

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts, figures, resumes, schedules, and pre-printed materials may contain smaller fonts and line spacing as required. Charts, diagrams and schedules may be included in 11"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed one-hundred (100) pages in length excluding from the page limits, the cover letter, Executive Summary, all appendices, resumes, project schedule, tabs, title page, table of contents, and required completed forms.

Offer shall complete and submit with the Technical Proposal the following appendices:

1. Preliminary bill of materials for all Equipment, Software and Hardware including manufacturer, model number, and quantities.
2. Product cut sheets.
3. Audited financial statements which may be submitted in electronic PDF format only on a clearly marked flash drive.
4. Resumes and References.
5. Completed Conformance Matrix.
6. Proposed Implementation Schedule.

#### **2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Mr. Reem Hashemobert Webb, 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. Licensing information, if applicable, such as license number and status of license, must be submitted.

- b. Identification of all proposed Subcontractors including legal name of company, contact person's name and address, phone number and fax number, and email address; role of Subcontractor on Project, and relationship between Offeror and Subcontractors, if applicable. Licensing information, if applicable, such as license number and status of license, must be submitted.
- 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 210 days from the date the Proposal was due.
- 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. Executive Summary**

The Executive Summary shall be a brief overview, not to exceed five (5) pages, summarizing the Technical Proposal, and explaining how the Proposal being offered best addresses the evaluation criteria listed in this RFP. Include summaries of Offeror's understanding of the Authority's needs, and proposed approach to coordinating with the Authority, developing and implementing the BOS and CSC Operations, and providing operations and Maintenance services.

### **4. Technical Proposal**

The Technical Proposal shall include the following sections:

- Qualifications, Related Experience and References
- Staffing and Project Organization
- Implementation Work Plan and Technical Approach
- CSC Operations Work Plan, Operational Startup, and Approach

Offerors must specifically answer all of the following information requests using the lettering sequence provided below. Please place the full lettering/numbering of the information request that is being responded to immediately above your response for each item. If the information request includes sub-parts (such as a, b, c...), please adhere to that format and specifically respond to each sub-part and do not provide any part of the response under the introductory portion of your response; rather, the response shall be provided under the relevant sub-part only.

**Proposal Section A - Qualifications, Related Experience and References**

This section of the Proposal should establish the Offeror's ability to perform the required Work based on the team's structure, strength and stability of the team, prior experience performing similar work, references and availability of resources. Use diagrams and organizational charts as necessary.

Offeror to:

1. Provide an overview of the team (prime and Subcontractors) and a brief profile of each organization, 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. In addition, for each organization provide a primary address, contact person, telephone number, and email address using Form P, List of Subcontractors, for all Subcontractors.
2. Explain the team's (prime and Subcontractors) structure, areas of responsibility, and describe team's experience in working with each other, if applicable.
3. Provide a general description of the prime's and all major Subcontractors' financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the team's ability to complete the Project. The Offeror, primary BOS provider if a Subcontractor, and primary CSC Operations provider, if a Subcontractor, shall provide audited financial statements for the last Fiscal Year in Appendix 3.
4. Provide the team's current and future commitments that will coincide with the Implementation Phase and the Operations and Maintenance Phase.
5. Provide a completed Form N, Offeror Recent Client List.
6. Describe the team's (prime and Subcontractors) experience in performing work of a similar nature to that solicited in this RFP.
7. Using Form O-1 Part 1 (BOS implementation and Maintenance), provide a minimum of two (2) and a maximum of four (4) reference projects for BOS implementation and Maintenance similar in scope to this Project. Include in Appendix 4.
8. Using Form O-1 Part 2 (Operations) provide a minimum of two (2) and a maximum of four (4) reference projects for Customer Service Center planning and operations similar in scope to this Project. Include in Appendix 4.

**Proposal Section B - 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 Team Personnel assigned.

Offeror to:

1. Include Project organization charts, including the organization that each staff person works for and their physical location, for each phase:
  - a. Implementation Phase
  - b. CSC Operations during the Operations and Maintenance Phase
  - c. BOS Maintenance during the Operations and Maintenance Phase.
2. Identify Key Team Personnel (see Scope of Work and Requirements Volume 1 for a complete list of Key Team Personnel) proposed to perform the Work. Include the person's name, organization, proposed position for this Project, current location and assignments, level of commitment to his/her current assignments, and how long employed with the organization. Also identify Key Team Personnel proposed locations, availability for Work on this Project and time commitments on the Project.
3. Furnish resumes (not more than two [2] pages each) for all Key Team Personnel, that include the organization they work for, proposed position, education, applicable experience, and applicable professional credentials. Include in Appendix 4.
4. Describe the Offeror's philosophy and approach to training and staffing the CSC Operations to ensure operational readiness.
5. Provide references for Key Team Personnel using Forms P-2 Reference Projects Key Team Personnel Forms. Include in Appendix 4.

**Proposal Section C: Implementation Work Plan and Technical Approach to BOS**

Offerors shall carefully review Volume II: BOS Technology and Functionality and shall fully complete the required information in the columns of the Requirements Conformance Matrix in accordance with the instructions provided therein. The Conformance Matrix is included as Form Q in Excel format. as part of the RFP forms. The form shall be completed and submitted in searchable PDF format in

Appendix 5 of the Technical Proposal and in Excel format on the flash drive with the Technical Proposal, as directed in Section I, F. 3, Identification of Proposals.

Offerors should provide a narrative and diagrams, which address the Scope of Work and Requirements, and describe the Offeror's approach to the BOS. Offerors should note experience with California Law and the California tolling environment where applicable.

The Proposal shall address the following:

1. Approach to project management of the BOS Implementation Phase.
2. Approach to project management of the BOS during the Operations and Maintenance Phase.
3. Approach to BOS Quality Assurance/Quality Control (QA/QC) during the Implementation Phase.
4. Approach to BOS QA/QC during the Operations and Maintenance Phase.
5. Describe the proposed system and Software architecture including Disaster Recovery (solutions to support at-home agents during Disaster Recovery and Business Continuity events should be described in Proposal Section D: CSC Operations Work Plan, Operational Startup and Approach question No. 12).
6. Discuss generally the BOS Software (including other agencies or customers using the product) that is the genesis of the proposed BOS and what overall level of new development versus customization or configuration is planned (response should align with the detailed information provided in the Conformance Matrix).
7. Approach to developing and efficiently incorporating Authority's Business Rules and policies into the BOS.
8. Approach to the design and development of the BOS and the expected level of Authority interaction and participation.
9. Approach to delivery of all BOS documentation.
10. Approach to testing of the BOS.
11. Approach to complying with all Security Standards.
12. Approach to delivering the BOS in the timeframe described in the Proposal (include a proposed Project Implementation Schedule as Appendix 6).

13. Identify any risks and mitigation strategies related to the delivery of the BOS within the required timeframe.
14. Approach to meeting the requirements in Volume II:
  - a. Account Management
  - b. Image Transfer and Transaction/Trip Processing
  - c. Account Notification
  - d. Payment Processing
  - e. Case Management
  - f. Violation Processing
  - g. Collection and Registration Holds
  - h. Transponder Inventory
  - i. Customer Portals
  - j. Customer communications across all channels
  - k. Financial Requirements
  - l. Reporting
  - m. Performance Management and Monitoring System.
15. Approach to maintaining BOS Software and keeping the Self-Service Website and mobile application (if option executed) current over the Term of the Agreement.
16. Approach to monitoring and reporting on the BOS performance against the Performance Measures.
17. Approach to maintaining and administering the BOS.
18. Approach to refreshing the BOS Hardware CSC Operations Desktop Environment over the Term of the Agreement.
19. Approach to providing BOS support to the CSC Operations and Authority's staff.
20. Approach to selection of Merchant Services Providers and tokenization provider:

- a. Name the provider, discuss the Offeror's experience with Merchant Services Provider #1 and explain why this provider was selected.
- b. Provide a Merchant Services Provider #1 detailed cost table (separate ACH from Credit Card) breaking out the detailed costs, excluding interchange fees assessed by the card brands, and fees related to processing of ACH and Credit Cards. For example there should be separate lines for each cost item such as:
  - Discount rates
  - Transaction fees
  - Gateway fees
  - Tokenization fees
  - Monthly and annual fees
  - Chargeback fees
  - Voice authorization fees
  - Account updater fees
  - Other fees as applicable.
- c. Name the provider, discuss the Offeror's experience with Merchant Services Provider #2, and explain why this provider was selected.
- d. Provide the same cost table for Merchant Services Provider #2 as described in (b) above.

**Proposal Section D: CSC Operations Work Plan, Operational Startup and Approach**

Offerors should provide a narrative and diagrams, which address the Scope of Work and Requirements, and describe the Offeror's approach to CSC Operations focusing on the Work provided by staff rather than the BOS. The Offeror should note experience with California Law and the California tolling environment where applicable.

The Proposal shall address the following:

1. Approach to project management and planning of CSC Operations during the Implementation Phase.



2. Approach to project management of CSC Operations during the Operations and Maintenance Phase.
3. Approach to CSC Operations QA/QC during the Operations and Maintenance Phase.
4. Approach to providing process improvements through the Term of the Agreement.
5. Approach to incorporating Authority's Business Rules and policies into the CSC Operations.
6. Approach to monitoring and reporting on the CSC Operations performance against the Performance Measures.
7. Describe how operations staff will provide system design input to BOS provider during initial design and after Go-Live.
8. Approach to staffing, hiring and training initial staff. Identify any risks and mitigation strategies related to achieving CSC Operations Readiness (Identify the CSC Operations related major milestones within the Preliminary Implementation Schedule provided as part of Section C).
9. Provide a detailed list of anticipated predecessor tasks required in order to achieve Acceptance of Operational Readiness prior to Go-Live.
10. Approach to properly staffing the CSC Operations during the Operations and Maintenance Phase to ensure that the CSC Operations performance requirements are met.
11. Approach to security and privacy compliance.
12. Approach to Disaster Recovery and Business Continuity. Specifically address proposed handling of events similar to the COVID 19 pandemic, including:
  - a. Describe the plan for shift to work-at-home CSRs and what lessons have been learned in that regard.
  - b. Describe the at-home desktop computing systems and communications methods that will be used while CSRs are working at-home.
  - c. Describe the technical and procedural approaches to protecting PII while CSRs are working at-home.
13. Approach to providing excellent customer service.

14. Approach to effectively managing customer contacts across all channels.
15. Approach to in-bound mail processing and handling of undeliverable mail.
16. Approach to rental car transactions.
17. Approach to violations and the organization of staff to support the process.
18. Approach to Registration Holds.
19. Approach to processing payments and refunds.
20. Approach to financial management.
21. Approach to managing and distributing transponders.
22. Approach to Collections:
  - a. Name the provider and describe the collections approach of Collections Agency #1 and the resulting benefit to the Authority.
  - b. Provide a Collections Agency #1 cost table detailing the rates and fees for collections services in the Scope of Work and Requirements. The table shall separately address Collections Placements that are 1) new placement, but for which the CSC Operations has attempted the initial collection and failed and 2) new placement, for which no previous collection has been attempted. In addition, provide the cost of successful and unsuccessful skip-traces and cost for processing of civil judgements.
  - c. Name the provider and describe the collections approach of Collections Agency #2 and the resulting benefit to the Authority.
  - d. Provide the same cost table as described in (b) above for Collections Agency #2.
23. Approach to initial (pre-Collections Placement) collections attempts by CSC Operations.
24. Approach to postage rate discounts:
  - a. Describe the day-to-day mailing strategies that will be employed to save postage costs while meeting the Requirements.

- b. Provide a detailed Postage Rate Table for all Orange County zip codes for different types and volumes of mailing (the table should be placed in Appendix 7: Postage Rate Table).

## 5. 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 and Requirements (Exhibit B) and Proposed Agreement (Exhibit E), using the form entitled "Proposal Exceptions and/or Deviations" (Form F) included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original Proposal submitted by the Offeror.

If no technical or contractual exceptions and/or deviations are submitted as part of the original Proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work and Requirements (Exhibit B) and Proposed Agreement (Exhibit E.) Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the Proposal submittal due date identified in the RFP. Exceptions and/or deviations submitted after the Proposal submittal date will not be reviewed by the Authority.

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

## 6. Cost and Price Proposal

As part of the cost and Price Proposal ("Price Proposal"), the Offeror shall submit proposed pricing to provide the Work described in the Scope of Work and Requirements (Exhibit B).

The Offeror shall complete the "Price Proposal" form (Exhibit D) included with this RFP and submit in a separately sealed envelope from the Technical Proposal. **The Price Proposal must be completed in its entirety in accordance with the Price Proposal Instructions.**

All boxes, packages, and envelopes containing Price Proposals shall be clearly labeled with Offeror's name, "Price Proposal" and this RFP title and number (along with the package number (e.g., 1 of 1)). The original Price Proposal envelope shall be marked "Original".

Price Proposals shall be submitted in the manner and quantities identified in Section I (paragraph F3). File names shall also be clearly identified with the Offeror's name and contents clearly labeled. In the event of a discrepancy between the signed hard copy Price Proposal and the electronic copy, the signed hard copy submittal will take precedence.

It is anticipated that the Authority will enter into a fixed and variable price Contract specifying fixed prices for Deliverables in the Implementation Phase, as well as variable prices for Work performed during the Operations and Maintenance Phase, as further specified in the Scope of Work and Requirements and the Price Proposal Instructions.

## **7. Required Appendices**

Offerors shall provide the following required appendices in their Proposal as follows:

- Appendix 1: Preliminary bill of materials for all Equipment, Software and Hardware including manufacturer, model number, and quantities.
- Appendix 2: Product Cut sheets.
- Appendix 3: Audited financial statements.
- Appendix 4: Resumes and References.
- Appendix 5: Completed Conformance Matrix.
- Appendix 6: Project Implementation Schedule.
- Appendix 7: Postage Rate Table.

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 labeled Additional Appendices. 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

Unless otherwise noted above in Section A, Proposal Format and Content, or in this Section B, completed forms are to be submitted in a separate Technical Proposal section entitled "Forms". The following forms are included in the RFP:

### 1. Offeror's Questions Form – Form A

Offerors shall use this form to submit any questions they may have with respect to this RFP or any part thereof.

### 2. Campaign Contribution Disclosure Form – Form B

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

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, Subcontractors, lobbyists and agents are required to report all campaign contributions from the Proposal submittal date up and until the Board of Directors makes a selection, which is currently scheduled for July 26, 2021.

Offeror is required to submit only **one** copy of the completed Form B as part of its Proposal and it should be included in only the **original** Technical Proposal.

### 3. Status of Past and Present Contracts Form – Form C

Offeror shall complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP. 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 Proposal and it should be included in only the original Technical Proposal.

#### **4. Disadvantaged Business Enterprise Program Requirements and Forms – Form D**

Offerors must complete the following forms:

- Consultant Proposal DBE Commitment Form (10-O1)
- Written Confirmation (required from each proposed DBE firm listed on the Consultant Proposal DBE Commitment Form (10-O1).
- DBE Information – Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the “Consultant Proposal DBE Commitment Form (10-O1).
- Bidders List

#### **5. Certification of Restrictions on Lobbying Form – Form E**

As a recipient of federal funds, the Authority is required to certify compliance with the influencing restrictions and efforts of Offeror to influence federal officials regarding specific procurements in excess of \$100,000.00 that must be disclosed pursuant to section 1352, Title 31, U.S. Code.

This RFP includes, under Form E, the following forms: a certification form entitled “Certification of Restrictions on Lobbying,” the office of Management and Budget (OMB) Standard Form E entitled “Disclosure of Lobbying Activities,” and a document entitled “Limitation on Payments to Influence Certain Federal Transactions.”

The Offeror to this solicitation will be required to complete and submit to the Authority in their Technical Proposal, the certification form entitled “Certification of Restrictions on Lobbying” whether or not any lobbying efforts took place. If the Offeror did engage in lobbying activities, then OMB Standard Form E “Disclosure of Lobbying Activities” must also be completed and submitted to the Authority.

#### **6. Proposal Exceptions and/or Deviations Form – Form F**

Offerors shall complete the form entitled “Proposal Exceptions and/or Deviations” provided in this RFP and submit it as part of the original Technical 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.

**7. Surety Commitment Letter – Form G**

Offerors shall complete, sign, seal, and submit this Surety Commitment Letter with the Price Proposal.

**8. Intellectual Property Escrow Agreement – Form H**

This is a sample form of the Intellectual Property Escrow Agreement, to be prepared substantially in the form provided herein at the time of Agreement execution. Offerors *do not* submit this form with the Proposal.

**9. Performance Bond – Form I**

This is the sample form of Performance Bond, to be prepared substantially in the form provided herein at the time of Agreement execution. Offerors *do not* submit this form with the Proposal.

**10. Payment Bond – Form J**

This is the sample form of Payment Bond to be prepared substantially in the form provided herein at the time of Agreement execution. Offerors *do not* submit this form with the Proposal.

**11. Operations and Maintenance Bond – Form K**

This is the sample form of Operations and Maintenance Bond to be prepared substantially in the form provided herein at the time of Agreement execution. Offerors *do not* submit this form with the Proposal.

**12. Iran Contracting Act Certification – Form L**

Offerors shall complete and submit this Iran Contracting Certification form with the Technical Proposal.

**13. Public Records Act Indemnification Proposal Documents – Form M**

Offerors shall complete and sign this form with the Technical Proposal.

**14. Offeror Recent Client List – Form N**

Offerors and Subcontractor(s), if Subcontractor(s) has the primary responsibility for either the implementation and Maintenance Work or the CSC operations Work, shall complete and submit this Recent Client List with the Technical Proposal. Provide a list

of all Offeror's or Subcontractor's (as applicable) contracts in the most recent three years, up to a maximum of 20 contracts.

**15. Reference Forms – Form O**

Offerors shall complete and submit reference forms O-1, Parts 1 and 2, and O-2 with the Technical Proposal. References must be independent from Offeror's own firm, and must be from third party agencies or companies for which similar work has been performed by Offeror or Key Team Personnel as applicable to the specific form.

A Subcontractor shall complete Form O Part 1 reference(s) if a Subcontractor has the primary responsibility for the implementation and Maintenance Work. A Subcontractor shall complete Form O Part 2 reference(s) if a Subcontractor has primary responsibility for the CSC operations Work.

**16. List of Subcontractors – Form P**

Offerors shall complete and submit with their Technical Proposal a list of all Subcontractors proposed on this Project, including their role on the Project.

**17. Conformance Matrix- Form Q**

Offerors shall complete the Conformance Matrix in accordance with the instructions provided in the form and shall submit the PDF version in Appendix 5 and the Excel version of the completed matrix on the flash drive used for the electronic version of the Technical Proposal.



**SECTION III: EVALUATION AND AWARD**

## SECTION III. EVALUATION AND AWARD

### A. EVALUATION CRITERIA

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

- 1. Qualifications, Related Experience, and References of the Firm (Proposal Section A) 15%**

  - Overall strength of team.
  - Strength of prime and all major Subcontractor's financial condition.
  - Experience of the team and relevant project experience in BOS and CSC Operations implementation, as well as operations and maintenance (experience with similar scopes of work, current installations of the BOS, current similar operations).
  - Strength and relevance of reference projects.
  - Strength and relevance of reference checks.
  - Other on-going project commitments and priorities.
  
- 2. Staffing and Project Organization (Proposal Section B) 15%**

  - Strength of team's organization (completeness, clear delineation of communication and reporting relationships of staff and firms).
  - Experience of the proposed Project Manager and other Key Team Personnel relative to this Project, including resumes.
  - Key Team Personnel Reference projects, including relevance of role and reference check results.
  - Commitment to meeting local presence requirements of Key Team Personnel.
  - Logic and depth of Implementation Phase organization.
  - Logic and depth of Operations and Maintenance Phase organization.
  - Demonstrated ability to provide and train CSC Operations staff to meet Operational Readiness requirements.
  
- 3. Implementation Work Plan and Technical Approach to BOS (Proposal Section C) 30%**

  - Demonstrated ability to meet the Authority's schedule requirements.

- Completeness and effectiveness of project management and risk management approach.
- Completeness and effectiveness of QA/QC approach.
- Demonstrated process for developing and efficiently incorporating Authority's Business Rules and policies into the BOS.
- Knowledge of interagency group tolling environments (CTOC or similar).
- Completeness and efficiency of approach to design, development, documentation and testing.
- System architecture logic, configurability, reliability and flexibility.
- Proven success of architecture and software on a similar project.
- Demonstrated ability to comply with the BOS related Security Standards.
- Understanding and approach to delivering technical Requirements in Volume II.
- Demonstrated ability to meet the BOS performance Requirements in Volume IV.
- Commitment to delivering a BOS that emphasizes customer self-service.
- Solution to providing adequate BOS redundancy and Disaster Recovery.
- Demonstrated ability to maintain, administer and Update the BOS to ensure KPI's are met.
- Demonstrated commitment to serving CSC Operations and Authority staff.
- Approach to payment processing through the Merchant Service Provider and controlling processing costs.

**4. CSC Operations Work Plan, Operational Startup and Approach (Proposal Section D) 20%**

- Demonstrated ability to meet the Authority's schedule requirements.
- Demonstrated process for developing and efficiently incorporating Authority's Business Rules and policies into the CSC Operations.
- Commitment to operations staff involvement in BOS design and testing.
- Commitment to providing and training adequate staff initially and through the Term of the Agreement.
- Commitment to providing excellent customer service.

- Demonstrated ability to meet the CSC Operations performance Requirements in Volume IV.
- Thoroughness of QA/QC program.
- Thorough understanding of tolling related statutes and interagency group tolling environments (CTOC or similar).
- Demonstrated understanding and ability to provide the Work described in Volume III.
- Commitment to providing current customer service best practices resulting in efficient processes, customer self-service and accuracy.
- Demonstrated ability to provide strong financial controls.
- Approach to providing for at-home CSRs during Disaster Recovery and Business Continuity events.
- Demonstrated ability to comply with the CSC Operations related Security Standards.
- Approach to Collections.
- Approach to minimizing postage costs.

#### **5. 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. The evaluation committee will also be assisted by a technical review committee comprised of subject-matter experts. The technical review committee's role will be to review the technical components of the Proposals and provide their written assessment of their strengths and weaknesses, to assist the evaluation committee in their evaluation of the Proposals. A list of top ranked Proposals within a competitive range, will be developed based upon the totals of each evaluation committee member's score for each Proposal.

During the evaluation period, the Authority may interview some or all of the Offerors. The Authority has established May 19 and 20, 2021, as the dates to conduct interviews. All prospective Offerors are asked to keep these dates 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 Authority will provide an agenda for the interview which will consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's Proposal and qualifications.

In addition, the Authority may send out questions to some or all of the Offerors to respond to in writing in advance of the interviews. Offeror responses may be subject to discussion at the interview.

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 Price Proposal. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to the Authority's Board Committee, the Offeror with the highest final ranking within the competitive range whose Proposal(s) is most advantageous to the Authority.

### **C. AWARD**

The Board Committee for the Authority will review the evaluation committee's recommendation and forward its decision to the Board of Directors for final action regarding selection. The Authority may also negotiate Contract terms with the selected Offeror prior to award, and expressly reserve 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: DEFINITIONS AND ACRONYMS**

**EXHIBIT B: SCOPE OF WORK AND REQUIREMENTS**

**EXHIBIT C: PRELIMINARY MILESTONE SCHEDULE**

(For Offerors to Use in Development of Project Implementation Schedule)



**EXHIBIT D: PRICE PROPOSAL AND INSTRUCTIONS**

PRICE PROPOSAL

REQUEST FOR PROPOSALS (RFP) 0-2690

PLEASE REFER TO THE ATTACHED PRICING SHEETS AND INSTRUCTIONS FOR GUIDANCE ON COMPLETING THE PRICING SHEETS.

THE ACKNOWLEDGMENT BELOW MUST BE SIGNED AND SUBMITTED WITH BOTH THE TECHNICAL AND PRICE PROPOSALS.

- 
1. I acknowledge receipt of RFP No. 0-2690 and Addenda No.(s) \_\_\_\_\_
  2. This offer shall remain firm for \_\_\_\_\_ days from the date of Proposal  
(Minimum 210)

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 E: PROPOSED AGREEMENT**

**EXHIBIT F: MILESTONE PAYMENT SCHEDULE**