

**DRAFT REQUEST FOR PROPOSALS (RFP) 4-2221**

# **BOARD OF DIRECTORS' MEETING STREAMING SERVICES**



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

## **Key RFP Dates**

<b>Issue Date:</b>	<b>April 22, 2024</b>
<b>Pre-Proposal Conference Date:</b>	<b>April 30, 2024</b>
<b>Question Submittal Date:</b>	<b>May 2, 2024</b>
<b>Proposal Submittal Date:</b>	<b>May 13, 2024</b>
<b>Interview Date:</b>	<b>June 4, 2024</b>

## **TABLE OF CONTENTS**

<b>SECTION I: INSTRUCTIONS TO OFFERORS .....</b>	<b>1</b>
<b>SECTION II: PROPOSAL CONTENT .....</b>	<b>9</b>
<b>SECTION III: EVALUATION AND AWARD .....</b>	<b>16</b>
<b>EXHIBIT A: SCOPE OF WORK.....</b>	<b>20</b>
<b>EXHIBIT B: PRICE SUMMARY SHEET .....</b>	<b>22</b>
<b>EXHIBIT C: PROPOSED AGREEMENT .....</b>	<b>24</b>
<b>EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM .....</b>	<b>26</b>
<b>EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM .....</b>	<b>29</b>
<b>EXHIBIT F: SAFETY SPECIFICATIONS .....</b>	<b>34</b>
<b>EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS.....</b>	<b>36</b>



April 22, 2024

**NOTICE OF REQUEST FOR PROPOSALS**

**(RFP): 4-2221: “BOARD OF DIRECTORS’ MEETING STREAMING SERVICES”**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to **provide video streaming services** for a three (3)-year initial term.

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

**Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of 2:00 p.m. on May 13, 2024. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select “**RFP 4-2221**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

Should Offerors encounter technical issues with uploading the proposals via the link provided, Offerors are required to contact the Contract Administrator prior to the submission deadline. Proposals and supplemental information to proposals received after the date and time specified above will be rejected.

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

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

To receive all further information regarding this RFP 4-2221, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Communication Equipment, Communication Systems	Communication Systems
Computer: Hardware & Software	Hardware Components & Accessories Computer: Hardware & Software
Marketing, Advertising & Media Services	Audio / Video Production Services Complete Video Production
Office Services Office Equipment, Office Furniture, Office Supplies	Audio Visual Services Audio Video/ Multimedia Equipment

A pre-proposal conference and job walk will be held at 8:30 a.m. on April 30, 2024 at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 08.

Prospective Offerors not attending the job walk portion may join the presentation portion of the meeting by calling-in using the following credentials:

- [Join the meeting now](#)
- OR Call-in Number: 916-550-9867
- Conference ID: 805488123#

All prospective Offerors are encouraged to attend the pre-proposal conference and job walk.

The Authority has established June 4, 2024, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

**SECTION I: INSTRUCTIONS TO OFFERORS**

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

### **A. OVERVIEW**

The Authority is soliciting proposals from qualified firms to provide video streaming services for public meetings. Responsive Offerors shall submit a detailed proposal demonstrating their ability to provide these services at levels similar to those identified in Exhibit A, Scope of Work. Offerors may propose on all three (3) tiers or for one (1) or two (2) of the tiers. Offeror must meet or exceed all requirements as set forth in the Scope of Work for each tier that is selected by the Offeror for which to submit a proposal.

Offerors who propose to submit a proposal for more than one (1) tier shall submit one (1) proposal with separate sections to address the following evaluation criteria as it pertains to each tier:

- ❖ Work Plan
- ❖ Cost and Price

### **B. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference and job walk will be held at 8:30 a.m. on April 30, 2024 at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 08.

Prospective Offerors not attending the job walk portion may join the presentation portion of the meeting by calling-in using the following credentials:

Join the meeting now  
OR Call-in Number: 916-550-9867  
Conference ID: 805488123#

All prospective Offerors are encouraged to attend the pre-proposal conference.

### **C. EXAMINATION OF PROPOSAL DOCUMENTS**

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

### **D. ADDENDA**

The Authority reserves the right to revise the RFP documents. Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any

modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

**E. AUTHORITY CONTACT**

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

Gina Torres, Senior Contract Administrator  
Contracts Administration and Materials Management Department  
Phone: 714.560. 5566  
Email: gtorres@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no offeror, subcontractor, lobbyist or agent hired by the offeror shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (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 the offeror at the sole discretion of the Authority.

**F. 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 F.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

**2. Submitting Requests**

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and received via e-mail at gtorres@octa.net no later than 2:00 p.m., on May 2, 2024.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 4-2221" in the subject line of the e-mail. The Authority is not responsible for failure to respond to a request that has not been labeled as such.



### 3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than May 7, 2024. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

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

<u>Category:</u>	<u>Commodity:</u>
Communication Equipment, Communication Systems	Communication Systems
Computer: Hardware & Software	Hardware Components & Accessories Computer: Hardware & Software
Marketing, Advertising & Media Services	Audio / Video Production Services Complete Video Production
Office Services	Audio Visual Services
Office Equipment, Office Furniture, Office Supplies	Audio Video/ Multimedia Equipment

Inquiries received after 2:00 p.m. on May 2, 2024 will not be responded to.

## G. SUBMISSION OF PROPOSALS

### 1. Date and Time

**Proposals must be submitted, electronically**, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on May 13, 2024. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select “**RFP 4-2221**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

Should Offerors encounter technical issues with uploading the proposals via the link provided, Offerors are required to contact the Contract

Administrator prior to the submission deadline. Proposals and supplemental information to proposals received after the date and time specified above will be rejected.

**2. Acceptance of Proposals**

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

**H. PRE-CONTRACTUAL EXPENSES**

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

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

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

**I. 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.

**J. TAXES**

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

**K. 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.

**L. CONTRACT TYPE**

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying firm-fixed prices for individual tasks and firm-fixed hourly rates for support services as specified in the Scope of Work, included in this RFP as Exhibit A. It is anticipated that the term of the Agreement resulting from this solicitation, if awarded, will be a three (3)-year initial term with two (2) one (1)- year option terms for work specified in the scope of work, included in the RFP as Exhibit A.

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

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

**N. CODE OF CONDUCT**

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

**O. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT**

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California Public Records Act, Government Code sections 7920.000 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

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

Notwithstanding the above, all information regarding proposal responses will be held as confidential until such time as the evaluation has been completed; an award has been made by the Board of Directors or Authority Staff, as appropriate; and the contract has been fully negotiated.

**P. STATEMENT OF ECONOMIC INTERESTS**

The awarded Offeror (including designated employees and subconsultants) may be required to file Statements of Economic Interests (Form 700) in accordance with the Political Reform Act (Government Code section 81000 et seq.). This applies to individuals who make, participate in making, or act in a staff capacity for making governmental decisions. The AUTHORITY determines which individuals are required to file a Form 700, and if such determination is made, the individuals

must file Form 700s with the AUTHORITY's Clerk of the Board no later than 30 days after the execution of the Agreement, annually thereafter for the duration of the Agreement, and within 30 days of termination of the Agreement.

**SECTION II: PROPOSAL CONTENT**

## **SECTION II. PROPOSAL CONTENT**

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

#### **1. Format**

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

Offerors who propose to submit a proposal for more than one (1) tier shall submit one (1) proposal with separate sections to address the following evaluation criteria as it pertains to each tier:

- ❖ Work Plan
- ❖ Cost and Price

For Offerors who select this option, proposals shall not exceed seventy-five (75) pages, excluding any appendices, cover letters, resumes, or forms.

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

The Letter of Transmittal shall be addressed to Gina Torres, Senior Contract Administrator and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.

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

### **3. Technical Proposal**

- a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (5) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.
- (6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.



**b. Proposed Staffing and Project Organization**

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

Offeror to:

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

**c. Work Plan**

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

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.

- (3) Furnish a project schedule for completing the tasks in terms of elapsed weeks.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

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

#### 4. Cost and Price Proposal

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

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B) directly related to the tiers for which the Offeror is proposing, and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a firm-fixed-price contract specifying firm-fixed-prices for individual tasks and firm-fixed fully-burdened hourly rates for support services as specified in the Scope of Work, included in this RFP as Exhibit A.

#### 5. Appendices

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

### B. FORMS

#### 1. Campaign Contribution Disclosure Form

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

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

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

Offeror is required to submit only **one** (1) copy of the completed form(s) as

part of its proposal.

Offeror is required to report any campaign contributions made by the prime contractor, subconsultants, lobbyists and agents after the proposal submittal date, and up to the anticipated Board of Directors selection. The offeror shall use the campaign contribution form for any additional reporting. The forms must be submitted at least 15 calendar days prior to the Board Committee date on August 5, 2024 and sent via e-mail to the Contract Administrator.

## **2. Status of Past and Present Contracts Form**

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

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

## **3. Proposal Exceptions and/or Deviations Form**

Offerors shall complete the form entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submit it as part of the original proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

**SECTION III: EVALUATION AND AWARD**

### **SECTION III. EVALUATION AND AWARD**

#### **A. EVALUATION CRITERIA**

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

- 1. Qualifications of the Firm 20%**

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

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

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

Reasonableness of the total price as well as the individual tasks and firm-fixed hourly rates; competitiveness with other offers received; adequacy of data in support of figures quoted.

#### **B. EVALUATION PROCEDURE**

An evaluation committee will be appointed to review all proposals received for this RFP. The committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written proposals using criteria identified in Section III A. A list of top-ranked proposals, firms within a competitive range, will be developed based upon the totals of each committee members' score for each proposal.

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established June 4, 2024, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion.

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

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

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

**C. AWARD**

The Authority's Board of Directors will consider the selection of the firm(s) recommended by the Board Committee.

The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

Offeror acknowledges that the Authority's Board of Directors reserves the right to award this contract in its sole and absolute discretion to any Offeror to this RFP regardless of the evaluation committee's recommendation or recommendation of a Board Committee.

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

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

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

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

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



**EXHIBIT A: SCOPE OF WORK**

## **SCOPE OF WORK**

### **VIDEO STREAMING FOR BOARD OF DIRECTORS**

v19.07.03

<b>1.</b>	<b>BACKGROUND.....</b>	<b>2</b>
<b>2.</b>	<b>PROJECT GOALS / OBJECTIVES AND HIGH-LEVEL PROJECT SCOPE .....</b>	<b>2</b>
<b>3.</b>	<b>OCTA RESOURCES .....</b>	<b>3</b>
<b>4.</b>	<b>CONSULTANT SERVICES, EFFORTS AND DELIVERABLES .....</b>	<b>3</b>
<b>5</b>	<b>CONSULTANT TEAM .....</b>	<b>4</b>
<b>6</b>	<b>BUSINESS NARRATIVES .....</b>	<b>5</b>
<b>7</b>	<b>CONTRACT TASKS.....</b>	<b>5</b>
	<b>TASK 1 – PROJECT PLANNING AND MANAGEMENT .....</b>	<b>5</b>
	<b>TASK 2 – REQUIREMENTS GATHERING.....</b>	<b>9</b>
	<b>TASK 3 – DESIGN .....</b>	<b>10</b>
	<b>TASK 4 – CONSTRUCT / BUILD.....</b>	<b>11</b>
	<b>TASK 5 – TEST .....</b>	<b>11</b>
	<b>TASK 6 – TRAIN .....</b>	<b>12</b>
	<b>TASK 7 – DEPLOY .....</b>	<b>13</b>
	<b>TASK 8 – POST-DEPLOYMENT SUPPORT / MAINTENANCE.....</b>	<b>15</b>
<b>8.</b>	<b>CONSULTANT’S RESPONSE TO PROPOSAL .....</b>	<b>16</b>
	<b>ATTACHMENT A: BUSINESS REQUIREMENTS .....</b>	<b>17</b>
	<b>ATTACHMENT C: MEETING ROOM CONFIGURATIONS .....</b>	<b>22</b>
	<b><i>BOARD OF DIRECTORS MEETING .....</i></b>	<b><i>22</i></b>
	<b><i>COMMITTEE MEETING.....</i></b>	<b><i>27</i></b>

## **1. BACKGROUND**

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

OCTA conducts Board of Directors (Board) and committee meetings at 550 S. Main St., Orange, California. The OCTA Board is composed of eighteen (18) individuals who represent Orange County and three (3) staff members. The Board of Directors meets twenty-three (23) times each calendar year, with one (1) meeting in December. In addition to the twenty-three (23) Board meetings, OCTA also holds approximately fifty-nine (59) committee meetings each calendar year. These committee meetings are held in an adjacent room with a moveable wall that separates the dais from this meeting location. (See Attachment C for images of meeting room configurations). Every Board and committee meeting is streamed via Granicus and includes audio, PowerPoint presentations, and videos played during the meetings. Live streaming through Granicus has approximately a sixty (60) second processing delay.

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

OCTA's goal is to provide the citizens of Orange County the ability to watch live and recorded video, audio, and multimedia streaming of OCTA Board of Directors and possibly committee meetings via the internet.

OCTA's objectives are to award a consultant the contract to implement live video streaming capabilities for both the OCTA Board meetings and possibly committee meetings, which are held in two (2) different rooms in the same building. The contract/project will need to be able to provide video streaming capabilities for OCTA's twenty-three (23) Board meetings at three (3) different capabilities and costs. Tier One (1) will be for fixed cameras, no on-screen features, and OCTA to run the video streaming during the meetings. Tier Two (2) will be for a single video feed that will be able to cut-away to multiple cameras that will be focusing on a speaker at a maximum delay time, limited on-screen features, and the consultant to provide professional services for the live streaming of the meetings. Tier Three (3) will build upon the capabilities of Tier two (2) but add more on-screen features and shorter cut-away time (ex: more cameras). In addition to OCTA's Board meetings, OCTA would like the Consultant to also provide the same three (3) tiers of capabilities and pricing for OCTA's fifty-nine (59) committee meetings, which will be held in a separate room from the Board meetings, plus up to six (6) additional meetings as needed.

OCTA will also require that the Consultant provide a breakdown of the different tier costs to include any implementation/sunk costs, including purchasing of any equipment, hourly professional services cost to video live stream the scheduled and meetings, monthly/annual

SaaS and/or equipment maintenance and support costs, monthly/annual video streaming rental costs if equipment is not purchased.

OCTA is also expecting that this project will be completed within six (6) months of the contract being awarded. This contract will be awarded to a single firm. Only one Tier solution will ultimately be selected for the final contract. The Tier selected will include the Board meetings and optionally Board committee meetings.

### **3. OCTA RESOURCES**

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

1. A Leadership Team consisting of Business Owners, including the Clerk of the Board and Information Systems (IS) departments which will meet regularly (every 2-4 weeks) to drive efforts, address issues.
2. An OCTA IS Project Manager (PM) who will spend twenty percent (20%) of his/her time on this project.
3. Technical lead(s), who will be available as needed. The technical lead will assist with technical efforts, such as: network configuration, security, databases.
4. OCTA recognizes Mondays and Fridays as Flex-days. Meetings with OCTA staff shall be avoided on those days.
5. There are no OCTA resources who will be 100% allocated to this project.

### **4. CONSULTANT SERVICES, EFFORTS AND DELIVERABLES**

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

1. Project Management and Documentation – The various administrative efforts and documentation to implement this system / project.
2. Solution Software – The latest software version, including any related solution software or modules required.
3. Other Related Software – This includes all software utilities, report writers, workflow software, development tools, hardware drivers, etc., that are required to operate and maintain the solution software.
4. Video Hardware – The latest video hardware, including any related hardware, such as cables, Wi-Fi capabilities, mounts, that are required to operate and maintain the video hardware.
5. Installation of software and video hardware.
6. Annual Maintenance – The annual maintenance for three (3) years for all software that is being licensed with two (2) one (1)-year options.

7. Provision, Install, Configure, Test, and Deploy the software and hardware – The services required to install, set-up and configure all software and hardware products.
8. Software Interfaces and Reports – All electronic interfaces between the new system and OCTA's existing solution systems, as well as the required custom reports.
9. Data Migration and Conversion.
10. Production of live video feed during Board of Directors meetings.
11. Training – Training for OCTA resources.

## **5 CONSULTANT TEAM**

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

1. Consultant's resources shall accept the condition that scheduling flexibility is required since OCTA's IS activities are driven by a combination of internal and external dependencies.
2. Consultant's resources shall work closely with OCTA PM to plan the expected work for each reporting/billing period. All project work shall be coordinated through the OCTA PM.
3. Consultant may use offshore resources where appropriate; however, the OCTA PM shall be aware and approve of the use of offshore resources. Consultant assumes full responsibility for the quality of the resultant deliverables and the timeliness of their delivery.
4. Consultant's personnel assigned to work on OCTA projects are responsible for the proper care of OCTA's facilities and equipment made available to them throughout the term of the contract.
5. Unless otherwise agreed to by the OCTA PM, Consultant's staff shall work onsite at OCTA's Orange, CA headquarters building or from a pre-authorized remote location. Exceptions require OCTA's PM approval for work performed offsite or offshore. Physical on-site work is limited at OCTA. On-site work may resume in accordance with State and OCTA policies and based on mutually agreed upon precautions to permit a safe and healthy work environment for all parties.
6. All resources participating on Consultant's project team shall have sufficient comprehension of the English language to read, write, speak, and understand all job-related directions and discussions.
7. All communication shall be in English, including verbal and written.
8. Verbal and written communication shall be grammatically correct at a university grade-level.
9. Consultant's resources shall be available from 7:00am to 6:00pm (Pacific Time), Mondays through Fridays, and on all U.S. working days.
10. OCTA resources work a "flex schedule" (9/80 work week). As a result, Consultant shall plan to not conduct meetings with OCTA resources on Mondays or Fridays.

11. Consultant shall provide all phone and desktop-sharing conference calling dial-in numbers and Uniform Resource Locators (URLs).
12. Consultant shall provide telephonic technologies that limit the phone call latency to less than one (1) second and are at audio quality standards equivalent to typical U.S. domestic phone call quality standards.
13. Consultant's resources shall respond to voicemail, email, and text messages within a reasonable amount of time, but under no circumstances shall the amount of time exceed two (2) business days. If a deadline or 'respond by' date/time is indicated in a communication by OCTA, it will be expected to be met unless it is considered unreasonable by Consultant. If so, Consultant shall immediately notify OCTA, and provide a reasonable deadline that would need to be approved by OCTA.

## **6 BUSINESS NARRATIVES**

Live video streaming of OCTA's Board meetings will allow anyone with internet access to see and hear these meetings remotely, saving people the cost and time to attend the meetings in person. OCTA's existing website will have a link to all upcoming Board meetings and will live stream the meeting just prior to the meeting's start time. Viewers will be able to see and hear the Chief Executive Officer, Counsel, Clerk of the board, wide shot of the dais where the Board will be seated, the podium and individual members as they speak. Additional onscreen features, including items such as date and time, OCTA Logo, the Board Director's name and title and the item number and description being discussed will be visible to the viewer. Once the meeting has concluded, the video, audio and any multimedia materials will be posted to the OCTA website for viewing.

OCTA will provide meeting schedule in advance to Consultant on annual basis.

As updates, including new meetings and cancelations, are made to the calendar, OCTA will notify consultant within seventy-two (72) hours of an update. OCTA shall not incur any fees for meeting cancelations if OCTA meets this advance notice.

## **CONTRACT TASKS**

The following Tasks correspond to contractual payment schedule.

### **Task 1 – Project Planning and Management**

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

The following administrative project documentation, deliverables and actions (listed below) shall be produced, maintained, and made available by Consultant each week for OCTA to ensure accuracy and completeness.

Adequate time shall be allotted within the schedule for: OCTA's review of project documentation, revisions to be made by Consultant, and final approval by OCTA (including potentially the Project Sponsors, and Project Owners, when applicable) prior

to the deadline of each document and deliverable. Upon approval, work will be authorized.

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

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

The initial draft project schedule shall be submitted to OCTA with the Project Proposal. The project schedule may be further revised during the initial Planning phase, which shall include insertion of OCTA-specific tasks. Then, toward the end of the Design phase, the final project schedule will be approved by OCTA and then baselined to permit identification of future modifications to the schedule. The project schedule shall be updated weekly by Consultant's PM to accurately identify percent (%) physical work complete, or % effort complete (whichever is applicable).

The applicable costs/fees shall be identified on the project schedule in a "Budget" column. Subsequently, "Amendment # 'x'" columns shall be added, as necessary, to reflect any amendments established during the project lifecycle. "Invoice # 'x'" columns shall be added, as necessary, for each project invoice. The amounts reflected within these columns shall align with the invoicing payment schedule to accurately reflect monies due based on % Complete or Milestone (whichever is applicable). Alternatively, the Budget and Cost information may be managed within a separate Project Finances.xls which must tie to the Project Schedule for the purposes of tracking efforts completed, and their respective payments. Payments shall be reconciled against the project schedule. All invoices shall be accompanied by a current project schedule to show the monies due tie to the project schedule.

- 1.2 **Roles and Responsibilities (R&R) Matrix.** This matrix is to be structured in the form of a RACI (Responsible, Accountable, Consulted, Informed), including Resource Name, Title, Role, Billable Hourly Rate, and % Allocation to the project. Each project document and deliverable shall be identified in the RACI by phase. This matrix shall also clearly define Consultant's lines of communications during the project. The OCTA R&R Matrix template can be used if Consultant does not have a standardized RACI.



- 1.3 **Change Orders.** If there are any modifications to Scope, Resources, Budget, or Schedule Consultant is required to submit those requests and obtain approval from OCTA in advance of the work being initiated. The Change Orders shall reflect all additions, deletions, or modifications. Consultant shall provide a detailed report for each required change including the issue number (#), title, date identified, description, alternatives, recommended alternative and impacts to schedule, budget, and resource for the recommended alternative.
- 1.4 **Issues, Risks, Action Items, Bugs, Future Enhancements Log (aka Item Log).** The log shall include: item Type, Title, Date Opened, Date Updated, ETA, Opened By, Priority, Description, Assigned To, Status, Comments (updated weekly / date-stamped), and Date Closed. Risks shall be quantified (Occurrence: probability / impact; Control: effective / efficient) in a Risk Assessment. The OCTA MantisHub solution (preferred) or similar issues-tracking software must be used, unless pre-approved by the OCTA PM. If another system is approved to be utilized, the OCTA team must be provided read/write access to Consultant's solution. NOTE: a similar Item Log shall be maintained by the Consultant, and shall be accessible to OCTA, during post-implementation for system item-logging management purposes.
- 1.5 **Project Status Reports.** Submitted to OCTA twice each month (and more frequently if the project is off-schedule, off-scope, or off-budget) and it will be received by noon. (Pacific Time) on the Friday it is due. The format for progress reporting can be in Consultant's format. Efforts shall be delineated within the status report for each workgroup (aka project workstream) to permit a clear representation of the individual efforts. The OCTA Project Status Report template can be used if Consultant does not have a standardized Status Report. However, the following elements must be included within the report:
- **Overall Project Status (Green, Yellow, Red).** **Green** = project is on-track with schedule, budget, scope and/or resources, no major issues; no minor issues that will not be resolved in short-term; nothing to escalate. **Yellow** = project is at risk of slippage with one or more area of schedule, budget, scope, and/or resources; deviation could be 10 to 20% of plan; the project team has plan to correct the deviation. **Red** = project is slipping in one or more areas of schedule, budget, scope, and/or resources; management assistance is needed to re-set project.
  - **Trend** (Steady, Improving, Degrading). The Trend is a forecast of the probable change in Status within the upcoming one (1)-two (2) weeks.
  - **Tasks Completed** during the reporting period.
  - **Tasks In-Progress.**
  - **Next Steps / Work Planned** for the next reporting period including, but not limited to, those identified per the baseline project plan.
  - **Resources** utilized since the previous Status Report, or those Resources needed during the next reporting period.
  - **Project Issues**, including description, viable solution(s), owner, deadline, impact if not addressed by the deadline.

- Identification of *Short-Term Risks*, thirty (30) days or less that affects the project's progress, deliverables, or milestones. The risks shall be noted,
  - potential solution(s) identified, action required for resolution, and estimated duration of solution.
  - Identification of *Long-Term Risks*, sixty (60) days or more that affects the project's progress, deliverables, or milestones. The risk shall be noted, potential solution(s) identified, and action required for resolution, and duration required.
- 1.6 Consultant's project team shall co-lead the **Kick-Off meeting** with OCTA's PM. This shall be scheduled to occur after the signing of the contract and the acceptance of the project schedule.
- All Consultant's identified team members or their alternates are required to attend the meeting, unless approved by the OCTA PM. Consultant's PM shall discuss the project approach (describing how the project will be successfully completed, and the implementation approach), the project's goals and objectives, scope, out-of-scope items, work plan, timeline, and team member roles and responsibilities during the meeting, and allow time for questions.
- 1.7 Consultant's PM shall co-lead the ongoing **Project Meetings, including the Kick-Off Meeting, and Status Meetings** with OCTA's PM. The meetings shall be held at OCTA's facility in Orange, CA, but Consultant's team may attend the meeting by tele-conference. The purpose of the meetings shall be to review project status, project schedule, Item Log, resolution of issues, assess risk, determine corrective action as required, and to discuss future efforts. At a minimum, meetings with the OCTA's project team shall occur once every month to discuss project progress. Project Status Meetings with Key Stakeholders and Management shall occur at least every two (2) months, as deemed necessary by the OCTA PM. Attendance will be taken at each meeting. **Ongoing (working) Meetings** shall primarily be led by Consultant PM, or Consultant Leads throughout the course of the project lifecycle.
- 1.8 **Meeting Agendas.** The content shall include a list of Topics, Start- and End-time for each Topic, Presenter, Follow-Up Items from previous meetings.
- 1.9 **Meeting Minutes.** The content shall include a summary of the discussion, Decisions, and Action Items. Minutes shall be distributed after the meeting to the meeting attendees (within one (1) business day).
- 1.10 **Ancillary Project Deliverables.** Detailed examples of any/all project-specific deliverables that shall be produced by Consultant during the project engagement shall be provided to OCTA in advance of the start of project to permit OCTA adequate time to assess the reasonableness of the content and approve the format and proposed content.
- 1.11 **Documentation Repository.** OCTA shall establish an MS Teams or MS SharePoint site for the project, to which Consultant shall have access. All 'master' versions of documentation shall be posted to this site by Consultant. The

documents shall be 'checked-out, and –in' to provide control, versioning, and collaboration during the process of drafting the documentation. The project documentation must always be maintained within the Repository.

- 1.12 All **Deliverables / Documentation** must be submitted to OCTA in digital formats that are compatible with the OCTA Microsoft Office suite, or as approved by the OCTA PM.

### Objectives

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

### Deliverables

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

## Task 2 – Requirements Gathering

Consultant shall gather and document OCTA requirements, including use-cases, from OCTA personnel to ensure the system is configured in a way that meets the needs of OCTA processes and policies.

Business Analysis Joint Solution Development (JAD) sessions shall be conducted to gather the **Requirements Documentation**. This includes both the functional and the non-functional requirements. The JAD session must ensure consensus from cross-functional teams (business, technical and testing teams) by documenting complete, non-redundant, prioritized, and valid features, functions, and requirements. The requirements shall describe the problem, business case, process, and procedures (input, process, output), data model, and any other pertinent information. The ultimate deliverable shall provide the business solution that will be used for the Build/Configuration, and by the Test Team. The final Requirements deliverable must be approved by the OCTA Business and Technical teams.

### Objectives

- Consensus among cross-functional teams.

- Complete, non-redundant, prioritized valid list of features, functions, and requirements.
- Define all business rules.
- Define the business processes and procedures, including workflow routing, alerts, notifications.
- Define all data interfaces from and to solution.
- Define the user screen views.
- Define the reports required.
- Documentation that can be used during Build/Construction and Testing.

### **Deliverables**

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

## **Task 3 – Design**

Design reviews shall be conducted during the Design Phase to evaluate progress, as well as to evaluate the technical adequacy of the design and conformance with performance, usability, and OCTA technical standards. Prior to each review, Consultant shall submit a design review package that includes the design and other information required for the review, including an architecture topology diagram, data flow diagram, hardware, and software versions, network, and security diagrams.

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

### **3.1 Design Review**

"The Design Review shall be conducted to develop, review and sign-off of the proposed design. The Design Review shall determine whether the detailed design will conform to the design requirements. At a minimum, the Design Review shall include:

- 3.1.1 Initial, revised and final revisions of the drawings and documentation submitted for Design Review.
- 3.1.2 All Hardware, software and connectivity documentation, including all flow diagrams of how the live video streaming solutions will operate.
- 3.1.3 Review and sign-off of Consultant's design proposal. including verification and test plans.

### **Objectives:**

- Perform necessary hardware, solution and connectivity implementation and configuration.
- Answer and document hardware, solution and connectivity set up questions during the solution implementation process.

**Deliverables:**

3.3 Finalized **Design Documentation**

**Task 4 – Construct / Build**

- 4.1 Consultant shall build / customize / configure the solution to ensure compatibility with the system requirements. Changes shall be documented and reviewed with OCTA.
- 4.2 Execute the build and configuration of the solution in test environment.

**Objectives**

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

**Deliverables**

- 4.1 Documented **System Configurations**, including deviations to the system requirements.
- 4.2 Test environment solution installed, configured, and developed addressing all listed.

**Task 5 – Test**

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

**5.1 Test Plan**

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

- 5.1.1 The **Testing Plan** shall include who is conducting the testing, what type of testing shall be conducted, when the testing shall be conducted, where the testing shall be performed, the purpose of the test (why), and how to conduct the testing.
- 5.1.2 The testing shall include unit-, system-, integration-, functional-, non-functional-, device-, and network-testing.
- 5.1.3 Testing may include backup and restore, and disaster recovery procedures.
- 5.1.4 Consultant's technical members shall assist OCTA project staff as needed, to complete all User Acceptance Testing.

## 5.2 Test Cases

The **Test Cases** is a set of conditions or variables under which a Tester shall determine whether a system under test satisfies requirements or works correctly. The process of developing test cases can also help find problems in the requirements or design of an solution. The Test Cases shall include a Description, any assumptions or pre-conditions, the steps, and the expected result.

### User Acceptance Testing (UAT)

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

- Clarifying system functionality.
- Troubleshooting and correcting errors and invalid results.
- Updating system documentation (as applicable).

#### Objectives:

- Testing efforts are thorough, effective, and efficient.
- All pertinent resources are clear on the testing process and efforts that will be completed.
- Acceptance Test success criteria is defined.
- Bugs are documented, prioritized, and resolved.
- Any necessary corrections or configuration changes are completed.
- All planned testing is completed successfully.

#### Deliverables:

- 5.1 Test Plan.
- 5.2 Test Cases (and Test Scripts if automated testing is being conducted).
- 5.3 Testing Results.
- 5.4 Defect logging in Item Log.
- 5.5 Stakeholder sign-off on the completed testing.

## Task 6 – Train

- 6.1 Consultant shall develop a **Training Plan** for any tasks that will performed by OCTA once the solution has been deployed. The Training Plan shall include the following information: who is conducting and attending the training, what the training will include, when and where the training will be conducted, the purpose of the test (why), and how the training will be conducted.
- 6.2 Describe the mediums that will be used (videos, manuals, classes, etc.).
- 6.3 **Training Documentation** shall be provided that is comprehensive of the system features and functionality for the specific use by OCTA Users in OCTA environment. Detailed manuals, outlines, lesson plans, shall be submitted for approval. Instruction shall be designed to be comprehensive of the equipment, and the system features and functionality. The documentation shall be provided in both digital and print format. These manuals shall describe and explain all

features and functions of the solution, how to use the solution, and some common troubleshooting techniques. This training shall include video tutorials, and training Quick Reference Guides.

- 6.4 Consultant shall be required to provide training for IT if the task will be performed by OCTA once the solution has been deployed.
- 6.5 Training will be conducted at OCTA's administrative offices in Orange, CA. Other methods will require OCTA approval.
- 6.6 Consultant shall provide ample in-class training time to ensure the trainees are fully confident and competent to be able to perform their job duties.

**Objectives:**

- Ensure that OCTA IS understand how to manage, maintain, use, and support all technology components involved in consultant's solution that will be preformed by OCTA once the solution has been deployed..

**Deliverables:**

- 6.1 **Training Plan** that denotes the people providing the training, and the resources attending the training, the objectives and expectations of the training, the content that shall be provided, schedule and location, and the purpose of the training.
- 6.2 **Training Documentation**, including manuals, outlines, lesson plans, etc., either paper or digital, for each training session.
- 6.3 End-User Training for OCTA's solution users if applicable

## Task 7 – Deploy

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

### 7.1 Go-Live Assessment

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

**Objectives:**

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

**Deliverables:**

- 7.1.1 **Readiness Assessment Report.**
- 7.1.2 Draft the **Implementation (Deployment) Plan.**



## 7.2 Go-Live Plan

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

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

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

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

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

### **Objectives:**

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

### **Deliverables:**

- 7.2.1 Approved **Implementation (Deployment) Plan**.
- 7.2.2 Go-Live **Schedule**.
- 7.2.3 **Deployment Checklist**.
- 7.2.4 Production **Validation Tests**.
- 7.2.5 Go-Live **Support Plan**.
- 7.2.6 Approved Change Control.

## 7.3 Go-Live / Deployment

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

### **Objectives**

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



**Deliverables**

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

7.4 Quick Reference Guide for Go-Live

Consultant shall work with the project teams to draft a Quick Reference Guide for Go-Live that will include but is not limited to the following: tasks to be performed in the system/software/solution, related functions, who performs the task, when the task is performed, screenshots related to the task.

**Objectives:**

- Provide users of the system/software/solution with a Quick Reference Guide to help perform the required tasks.

**Deliverables:**

7.4.1 Quick Reference Guide.

7.5 Final Acceptance

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

**Objectives:**

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

**Deliverables:**

7.5.1 Approved Validation Test scripts.

7.5.2 Updated System Documentation (based on deployment revisions).

7.5.3 Updated Items Log that with any remaining defects that must be addressed.

7.5.4 Deployment Acceptance.

## **Task 8 – Post-Deployment Support / Maintenance**

OCTA expects Consultant to provide system warranty. Following system acceptance of the solution, Consultant shall warranty their work to conform to requirements set forth in this Scope of Work, for a minimum of sixty (60) calendar days after final software is deployed to production at Go-Live. Consultant shall correct and repair, at no cost to OCTA, any defect, malfunction, or non-conformity that prevents the solution from performing in accordance with requirements set forth in this Scope of Work.

- The warranty period shall begin on the Go-Live date if all bugs and defects previously reported during testing have been resolved to OCTA's satisfaction. Go-Live constitutes the date when the solution is formally accepted in writing and ready for deployment in OCTA's production environment. All bugs, defects, and issues.
- Previously reported during testing must be fixed to OCTA's satisfaction before the solution can be formally accepted for Go-Live and before warranty can begin. A test in production is not considered Go-Live.
- If minor issues remain and it is mutually agreed by OCTA and Consultant to proceed with the Go-Live in production to allow Consultant additional time past Go-Live to resolve these minor issues that shall not initiate the start of warranty. In this case a separate written acceptance will be provided to commence the warranty period after all remaining issues have been fixed by Consultant and accepted by OCTA.
- Consultant shall provide Help Desk Services to troubleshoot and resolve system issues or questions. Consultant shall provide a support phone number and website where issues can be raised, documented, managed, and monitored.
- For critical issues OCTA expects confirmation from the Consultant regarding the issue within two (2) hours and a solution within twenty-four (24) hours of the request.

### **Objective**

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

### **Deliverables**

- 8.1 Help Desk contact information, web-based tracking tool, Help Desk services and software fixes, where appropriate.
- 8.2 Regular installation of software patches or releases to the solution.

## **8. CONSULTANT'S RESPONSE TO PROPOSAL**

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

### **8.1. Consultant Experience.**

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

### **8.2. Technical Solution Design (TSD) Narrative.**

Consultant shall include in the "Work Plan" section of its proposal a TSD narrative section highlighting the proposed technical solution for OCTA. This narrative shall include a description of the technical architecture and the justification for their

proposed approach. This shall include hardware and/or cloud hosting environments topology, including network and security components, all third-party software, and integration solutions for disparate components.

**8.3. Proposed Project Schedule.**

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

(During the actual project implementation effort, a more detailed project schedule shall be required (as described in Task 1 – Project Schedule), which shall incorporate OCTA-specified modifications, including duration and start-date modifications, as necessary, to align with their regular work-day activities, business cycles, holidays, and other work-day constraints. This alignment may result in 8 to 12 weeks of additional project duration if sufficient time was not allocated for OCTA to conduct reviews/approvals of project documentation, testing, etc.)

**8.4. Roles and Responsibilities Matrix.**

Provide the number of resources, and their respective roles.

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

**NOTE: Please use the Microsoft Excel spreadsheet that is included in this RFP package to answer the questions related to Attachments A through K.**

**LIMITATION ON GOVERNMENTAL DECISIONS**

Nothing contained in this scope of work permits Consultant's personnel to authorize or direct any actions, votes, appoint any person, obligate, or commit OCTA to any course of action or enter into any contractual agreement on behalf of OCTA. In addition, Consultant's personnel shall not provide information, an opinion, or a recommendation for the purpose of affecting a decision without significant intervening substantive review by OCTA personnel, counsel, and management.

**ATTACHMENT A: BUSINESS REQUIREMENTS**

**A1: Instructions tab**

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

**(Requirement Drop-down Responses)**

Category / Department	OCTA's Priority for each option (Tier 1, Tier 2, Tier 3)
Equipment	1 - Required
Services	2 - Nice to Have
Non-functional / technical	3 - N/A

Proposed Solution's Capability	Method to Implement
Yes	OOtB with configurations.
Future Enhancement	3rd party software.
Not Available	Software customization and 3rd party software.
Not Applicable	Not available.

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

## A2: Requirements List tab

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

The figure below is a **SAMPLE** screen shot of the Requirements List Microsoft Excel file. OCTA's requirements are organized by Category / Department, Sub-category /

Process, and Priority. Consultant is expected to review these requirements in detail and indicate their understanding by populating the proposed system's capability, method to implement, costs for customizations and third-party software, and any relevant comments and assumptions (columns H through S of the Requirements List Microsoft Excel file).

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

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

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

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

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

(Screen shot of Requirements List Response Sheet)

INFORMATION PROVIDED BY OCTA				TO BE UPDATED BY THE PROPOSER			
System Requirement	Category / Department	Sub-category / Process	OCTA's Priority	Proposed Solution's Capability	Method to Implement	Software Customization Cost	3rd Party Software Cost
Provide functionality that supports Defect Management	Bus Maintenance	Defect Management	1 - Required				
Reporting and Analytics (RIG Report)	Bus Maintenance	Reporting and Analytics	1 - Required				
a. Standard System Reporting (OCTA currently has about 60 Business Objects reports)							
b. Performance Reporting							
c. Asset Reporting							
d. Lifecycle cost tracking (TCO)							
e. What does it cost to maintain the asset (at the part level)							
f. Total Cost of Ownership (TCO)							
System reports that are required are provided in the EAM	Bus Maintenance	Reporting and Analytics	1 - Required				
Provide functionality that supports Preventive (Scheduled) Maintenance Management using Work Plans and Work Orders, which include job plan details (steps to do job, materials, tools)	Bus Maintenance	Scheduled (Preventative) Maintenance	1 - Required				
Provide functionality that supports Unscheduled Maintenance	Bus Maintenance	Unscheduled Maintenance	1 - Required				
Develop and Utilize	Bus Maintenance	Unscheduled Maintenance	1 - Required				
a. Maintenance Utilize: show work details, defect management, access work order to log time and materials, and show progress							
b. Maintenance Management Utilize: Receiving, Issuing, Cycle							

If the Requirement will be accomplished by software customization, or by 3rd Party software, include cost estimates.

Drop-down options for responses.

INFORMATION PROVIDED BY OCTA		TO BE UPDATED BY THE PROPOSER / CONSULTANT						
Category / Process	OCTA's Priority	Name of Software or Customization	Proposed Solution's Capability	Method to Implement	Software Customization Cost	3rd Party Software License Cost	Consultant's Comments	Consultant's Assumptions
ion Security	1 - Required							
ion Security	1 - Required							
ftware	1 - Required							
ftware	1 - Required							
gration, and Data ion	1 - Required							
ia	1 - Required							

Drop-down option for Vendor's responses.

The “Proposed Solution’s Capability”, and the “Method to Implement” columns (H and I for Tier 1, L and M for Tier 2, P and Q for Tier 3) contain drop-down responses for each requirement.

### A3: ALL VENDORS – Capability tab

#### TECHNICAL AND SUPPORT HIGHLIGHTS

Use the table to identify software and hardware requirements, as well as software support responses and other system highlights. This table shall be submitted as part of Consultant’s proposal.

TECHNICAL AND SUPPORT HIGHLIGHTS	Vendor Response (Y, N, E)	If Vendor Response is “E” (i.e., and exception), please provide a detailed explanation of what the Consulting
Model (SaaS, Cloud, On-Premise)		
Cloud provider (if Cloud-based platform, such as Azure, AWS, etc.)		
Database and version required		
Is database SQL read-only access allowed? (Y/N)		
Supported Browsers (Indicate which is the preferred browser when more than one browser is available)		
Specific desktop requirements (hardware, OS, and software)		
Mobility functions (is the application browser-based, or is application downloaded from App Store or Play Store onto the mobile device)		
Reporting (eg. Business Objects, Jasper, Cognos, Proprietary)		
Additional Software that is required to support or supplement the solution		
Estimated Total Duration of Implementation – Start/End		
Support hours		
SLA’s for P1 Issues		
SLA’s for P2 Issues		
SLA’s for P3 Issues		
SLA’s for P4 Issues		
Software “Uptime” percentage		
Software updates/fixes – frequency upgrades will be installed		
Software updates/fixes – Level of Effort (High, Med, Low)		
Upgrades – frequency upgrades will be installed		
Upgrades – Level of Effort (High, Medium, Low)		
Upgrades – are upgrades included, or is there additional cost for upgrades		
Interfaces/Integration – programming or tools used (Webservices, XML, groovy, java, etc.)		
Interfaces/Integration - is ongoing support available or are these items under a warranty? If under warranty what is the warranty period.		
List of software systems that have successful interfaces with this solution		
Customizations and/or Personalization of system’s screens/UI - does the solution retain all the customizations and/or personalizations when an upgrade is applied? Or, do the customizations / personalizations need to be manually re-applied or re-configured?		
Software Licenses (Perpetual or Annual Fees)		
Headquarters location of Software Firm		
Office location of Implementation Team		
Office location of System’s Maintenance and Support Team		

#### PROJECT IMPLEMENTATION TASKS AND DELIVERABLES

Use the table to indicate a clear response to the project implementation tasks and deliverables under Section 7 of the SOW, “Contract Tasks”. This table shall be submitted as part of Consultant’s proposal. Consultant may respond to this table with three (3) options:

**Y** - Shall be delivered per SOW description

**E** – Shall be delivered, with exception (Please add comments to describe the exception)

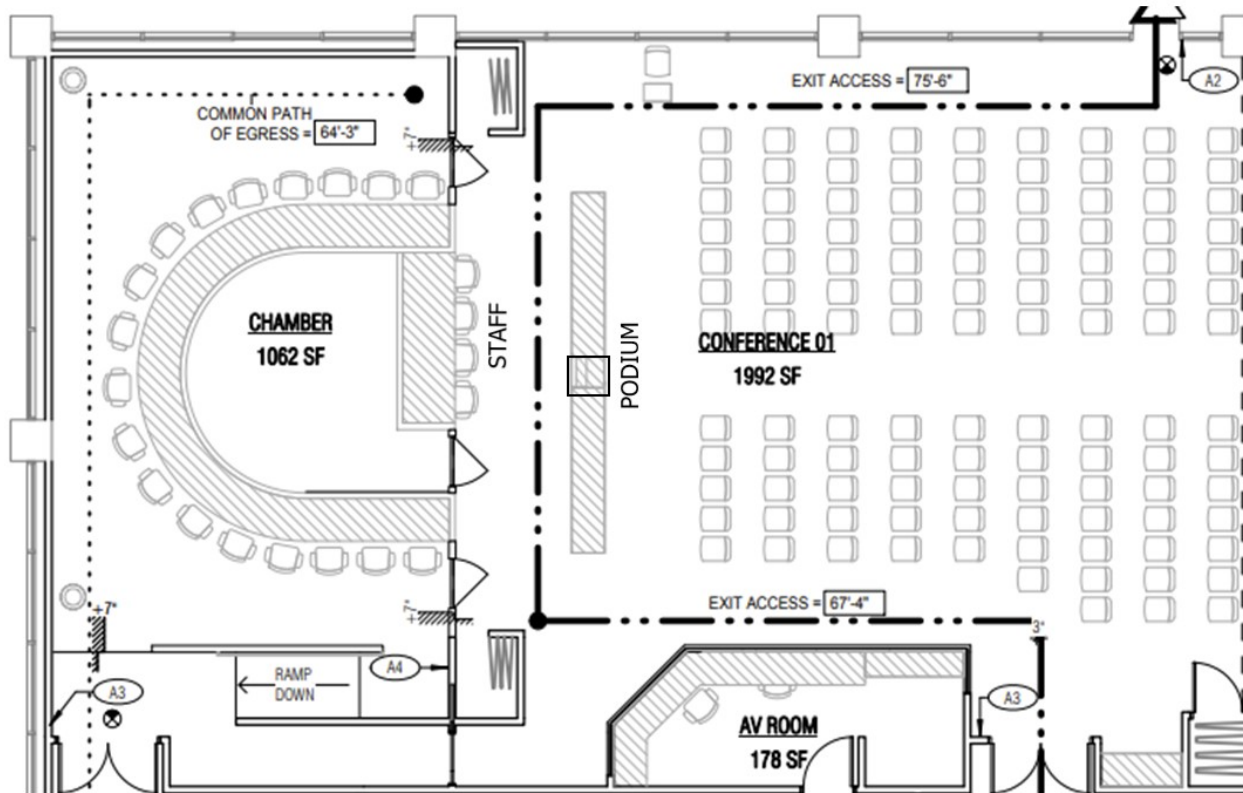
**N** - Shall Not be delivered (Please add comments to explain why deliverable cannot be met)

PROJECT IMPLEMENTATION TASKS AND DELIVERABLES	Vendor Response (Y, N, E)	If Vendor Response is "E", please provide what the firm can or cannot do in detail.
<b>Task 1 - Project Planning &amp; Management</b>		
Project Schedule		
Roles and Responsibilities Matrix		
Change Orders		
Project Status Reports		
Meeting Agendas		
Meeting Minutes		
Documentation		
<b>Task 2 - Requirements Gathering</b>		
Requirements Documentation		
Requirements Traceability Matrix		
System Documentation		
<b>Task 3 - Design</b>		
Design Documentation (all phases)		
Back-up and Recovery Plan		
Systems Integration Design (SID) document		
Release Management Plan		
<b>Task 4 - Construct / Build</b>		
System Configurations		
Technical Documentation		
<b>Task 5 - Test</b>		
Test Plan		
Test Cases / Scripts		
Testing Results		
Defect Logs		
Stakeholder Sign-Off / UAT Sign-Off		
<b>Task 6 - Pilot</b>		
Pilot Plan		
Pilot Acceptance		
<b>Task 7 - Training</b>		
Training Plan		
Training Documentation		
<b>Task 8 - Deploy</b>		
Readiness Assessment Report		
Implementation (Deployment) Plan		
Documented (Go-Live) Schedule		
Deployment Checklist		
Production Validation Tests		
Support Plan		
Change Control Documentation		
Approved Validation Test scripts		
Updated System Documentation		
Updated Items Log w/ open defects		
Deployment Acceptance		
<b>Task 9 - Post Deployment Support</b>		
Help Desk contact information		
Web-based tracking tool		
Help Desk services/software fixes		
Lessons Learned document		



ATTACHMENT C: MEETING ROOM CONFIGURATIONS

**BOARD OF DIRECTORS MEETING**















This is from the back of the public seating area showing the podium and dais.



**COMMITTEE MEETING**



The wall behind the flags is a temporary wall and the dais is behind that wall. All speakers are seated at this table; there is no podium.









This is from the back of the public seating area.

The ALL VENDORS worksheets should be completed / filled out by the Vendor.

For the Requirement List Worksheet:

Category / Department	OCTA's Priority for each option (Tier 1, Tier 2, Tier 3)	Proposed Solution's Capability	Method to Implement
Equipment	1 - Required	Yes	OOTB with configurations.
Services	2 - Nice to Have	Future Enhancement	3rd party software.
Non-functional / technical	3 - N/A	Not Available	Software customization and 3rd party software.
		Not Applicable	Not available.

SELECTION DEFINITIONS	
<b>Yes:</b> available with current version of software.	<b>OOTB with configurations:</b> the "Out-Of-the-Box" product has this capability using system configuration(s) .
<b>Future Enhancement:</b> approved on product roadmap, timeframe is published.	<b>3rd party software:</b> other customers accomplish this requirement using 3rd party software.
<b>Not Available:</b> not currently on the product roadmap.	<b>Software customization and 3rd party software:</b> both a product customization and 3rd party software would be required to meet this requirement.
	<b>Not available:</b> requirement is not met; there are no plans to support this requirement.



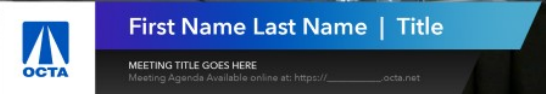
<b>Please use one of the following 3 responses to respond to column C on the ALL VENDOR - Capability worksheet:</b>
<b>Y</b> = Yes, the firm can fully meet the requirement;
<b>N</b> = No, the firm cannot meet the requirement;
<b>E</b> = The firm has an Exception to the requirement. If "E", then the firm shall describe what the firm can or cannot do. (Firms can use (Exhibit F, Exceptions and Deviations Form), if the complete description of the Exception does not fit in the cell provided.

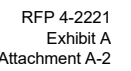
<b>For the ALL VENDORS - Cost Worksheet:</b>
For each Solution Costs item in column A, provide a detailed description. Indicate if equipment is purchased or leased cost.



INFORMATION PROVIDED BY OCTA							TO BE UPDATED BY THE PROPOSER / CONSULTANT for TIER 1			
ID	System Requirement	Category / Department	Sub-category / Process	Priority for Tier 1	Priority for Tier 2	Priority for Tier 3	Proposed Solution's Capability	Method to Implement	Consultant's Comments	Consultant's Assumptions
1	Consultant will provide professional services to support live streaming of OCTA meetings.	Services	Live Video Stream	1 - Required	1 - Required	1 - Required				
2	Consultant will provide a product (live video streaming ) that is streamed in HD, correctness of color and brightness levels, audio that is synchronized from OCTA's audio feed, to feed OCTA's Granicus application which is used for web streaming.	Services	Live Video Stream / Integration	1 - Required	1 - Required	1 - Required				
3	Consultant will simultaneously capture a local (offline) back-up recording of the meeting, in the event of a network or other outage occurrence.  Local recordings should be retained until the meeting has been successfully posted to Granicus.	Services	Live Video Stream / Backup	1 - Required	1 - Required	1 - Required				
4	Consultant will provide professional services for live-streaming meeting sessions for the length of the meeting (minimum 1 hour), plus 30-minutes prior to each meeting which is when live audio streaming begins.	Services	Live Video Stream	3 - N/A	1 - Required	1 - Required	Not Applicable			
5	Consultant will provide the necessary staff to meet the needs of all aspects of the production, which include, but are not limited to: -Live Video -Hardware -Testing Equipment -Technical/Professional services  Note: OCTA will control the computer feed (which could include Powerpoint, videos, etc.) and audio feed from microphones. Consultant will receive the audio- and video-feed out of digital mixer, and add video feed from the cameras, and the on-screen features, all of which must be input into Granicus encoder (and subsequently streamed out).	Services	All Aspects / Integration	3 - N/A	1 - Required	1 - Required	Not Applicable			
6	Consultant will be prepared to provide professional services for a minimum of 2 board meetings each month, up to 24 meetings each year.	Services	Board Meetings	3 - N/A	1 - Required	1 - Required	Not Applicable			
7	Consultant will provide professional services for up to 6 board committee meetings each month. However, there are only a total of 66 board committee meetings annually.	Services	Committee Meetings	3 - N/A	1 - Required	1 - Required	Not Applicable			
8	Consultant will be prepared to provide professional services for adhoc meetings. OCTA will provide at least 48 hours advanced notice (in writing) when an adhoc meeting is scheduled.	Services	Adhoc Meetings	3 - N/A	1 - Required	1 - Required	Not Applicable			
9	Consultant must respond to OCTA regarding the adhoc meeting request to confirm or decline the ability to support the request, within 4 hours after the request was made.	Services	Communication	3 - N/A	1 - Required	1 - Required	Not Applicable			
10	In the event that the Consultant cannot perform the production for the live-streaming (which should only happen in rare and unavoidable circumstances), the system set up should allow OCTA to revert to OCTA's current (audio and PC/multi-media streaming) capability.	Services	Live Video Stream	3 - N/A	1 - Required	1 - Required	Not Applicable			
11	Consultant will inspect and assess the meeting locations and determine the equipment needs to meet OCTA's production requirements.	Equipment	Assessment	1 - Required	1 - Required	1 - Required				
12	Consultant will physically inspect and assess the meeting locations and determine the equipment needs to meet OCTA's production requirements.	Equipment	Assessment	2 - Nice to Have	2 - Nice to Have	2 - Nice to Have				
13	Consultant will test each camera, including but not limited to connectivity (control board), position, lighting, quality of video and playback prior to meetings. This activity must be completed in order to allow the live streaming to begin 30 minutes prior the start of the meeting.	Equipment	Testing	3 - N/A	1 - Required	1 - Required	Not Applicable			
14	Consultant will provide the necessary equipment (i.e. cameras, lighting, etc.) to accommodate 18 board members, 3 staff members, 1 guest podium at the dais for Board of Director meetings.	Equipment	Assessment	1 - Required	1 - Required	1 - Required				
15	Live streaming should begin no later than 30 minutes prior to the scheduled start time of the meeting.	Services	Live Video Stream	3 - N/A	1 - Required	1 - Required	Not Applicable			
16	Consultant will provide the necessary equipment (i.e. cameras, lighting, etc.) to accommodate a maximum of 7 committee members, 3 staff members, and 2 guest speakers at the board committee meeting room setup. (Note: guest speakers will be seated at the table, and not speaking at a podium)	Equipment	Placement	1 - Required	1 - Required	1 - Required				

INFORMATION PROVIDED BY OCTA							TO BE UPDATED BY THE PROPOSER / CONSULTANT for TIER 1			
ID	System Requirement	Category / Department	Sub-category / Process	Priority for Tier 1	Priority for Tier 2	Priority for Tier 3	Proposed Solution's Capability	Method to Implement	Consultant's Comments	Consultant's Assumptions
17	Consultant will support adhoc meetings in the same room configuration as the Committee Meetings.	Services	Adhoc Meetings	3 - N/A	1 - Required	1 - Required	Not Applicable			
18	Consultant will provide a detailed schematic of equipment placement.	Equipment	Documentation	1 - Required	1 - Required	1 - Required				
19	Consultant will provide a detailed plan of power source and/or cabling needs.	Equipment	Documentation	1 - Required	1 - Required	1 - Required				
20	Consultant will provide a detailed plan of any equipment that needs to be installed in the meeting location to OCTA for approval.	Equipment	Documentation	1 - Required	1 - Required	1 - Required				
21	Consultant equipment must fit in existing OCTA equipment rack.  (Note: OCTA has 2 equipment racks in the AV room; VMRK-54LRD racks with 54 Rack units each. ERK-2 has 5 RU empty. Additionally, there is a 4 RU monitor mount, 7 RU of blanking panels, 4 RU of mesh panels that possible can be reclaimed for up to 15 RU. ERK-1 has 2 RU empty, 4 RU of mesh panels and 4 RU of blanking panels. Note that only on ERK-2 are the empty RU together, all others may be separated.	Equipment	Placement	1 - Required	1 - Required	1 - Required				
22	Consultant will work with OCTA employee to cutaway to the agenda items and/or Powerpoint presentation at the appropriate time as the agenda item is up for discussion by the Board during the meeting.  For Tier 1, OCTA will control this.	Services	Live Video Stream	3 - N/A	1 - Required	1 - Required	Not Applicable			
23	Banner that shows on the screen should not cover up the nameplate of speaker.	Services	Live Video Stream/On screen features	3 - N/A	1 - Required	1 - Required	Not Applicable			
24	All changes (including initial setup) to the infrastructure hardware and software will be submitted to OCTA by a formal change request, and will be performed after OCTA provides acceptance. Consultant will work in alignment with OCTA to establish a change process.	Non-functional / technical	Environment	1 - Required	1 - Required	1 - Required				
25	Assist OCTA staff with troubleshooting issues throughout the term of this contact.	Non-functional / technical	Environment	1 - Required	1 - Required	1 - Required				
26	Consultant will repair, upgrade or replace the components as necessary for the live streaming of the meetings to perform properly and be compatible with any future updates.	Non-functional / technical	Environment	1 - Required	1 - Required	1 - Required				
27	For all onsite work, Consultant will coordinate with OCTA to schedule date and time.	Non-functional / technical	Environment	1 - Required	1 - Required	1 - Required				
28	Cameras are to be placed in way to capture each board member as they speak.	Equipment	Placement	3 - N/A	1 - Required	1 - Required	Not Applicable			
29	Consultant will capture each Board Member's and guest speaker's commentary/dialog throughout meeting.	Services	Live Video Stream / Speakers	3 - N/A	2 - Nice to Have	1 - Required	Not Applicable			
30	Consultant will cutaway to appropriate cameras spotlighting board member when they are speaking within a minimum 3 seconds.	Services	Live Video Stream / Spotlight speaker	3 - N/A	1 - Required	1 - Required	Not Applicable			
31	Cameras are to be placed in a way that in person speakers are captured at the podium or designated location at the committee table.	Services	Live Video Stream / Spotlight speaker	1 - Required	1 - Required	1 - Required				

INFORMATION PROVIDED BY OCTA							TO BE UPDATED BY THE PROPOSER / CONSULTANT for TIER 1			
ID	System Requirement	Category / Department	Sub-category / Process	Priority for Tier 1	Priority for Tier 2	Priority for Tier 3	Proposed Solution's Capability	Method to Implement	Consultant's Comments	Consultant's Assumptions
32	<p>Live streams will include a banner with the following information:</p> <ul style="list-style-type: none"> <li>-First Name Last Name of Board member speaking</li> <li>-Title of Board member speaking</li> <li>-Meeting Name (e.g. " OCTA Board Meeting")</li> </ul> <p>Please provide a mockup of the banner.</p> 	Services	Live Video Stream/On screen features	3 - N/A	2 - Nice to Have	1 - Required	Not Applicable			
33	<p>Live streams will include the following information:</p> <ul style="list-style-type: none"> <li>- Current Date (i.e. MMM DD, YYYY)</li> <li>- Current Time of the meeting location (i.e. HH:MM:SS and AM or PM)</li> </ul> 	Services	Live Video Stream/On screen features	3 - N/A	2 - Nice to Have	1 - Required	Not Applicable			
34	<p>Banner and subheadings will comply with OCTA's branding style sheet requirements.</p> 	Services	Live Video Stream/On screen features	3 - N/A	2 - Nice to Have	1 - Required	Not Applicable			
35	Consultant will sync video with audio (matches the lips of the people on the video) prior to the feed going into Granicus.	Services	Live Video Stream / Integration	2 - Nice to Have	1 - Required	1 - Required				
36	Consultant will provide system training such that OCTA will have the appropriate knowledge to be able to manage and operate the system without reliance on the Consultant.	Services	Training	1 - Required	3 - N/A	3 - N/A				
37	All cameras must be installed in a permanently fixed position, i.e., tripods or dollies must not be utilized.	Equipment	Placement	1 - Required	1 - Required	1 - Required				
38	Consultant must participate in a minimum of 1 mock Board of Directors meeting. This should be completed before the 1st actual live meeting as a 'practice / rehearsal' run	Services	Mock meetings	1 - Required	1 - Required	1 - Required				



## A-2 Requirement List



TECHNICAL AND SUPPORT HIGHLIGHTS	Vendor Response (Y, N, E)	If Vendor Response is "E" (i.e., and exception), please provide a detailed explanation of what the Consulting firm can or cannot do.
Model (SaaS, Cloud, On-Premise)		
Cloud provider (if Cloud-based platform, such as Azure, AWS, etc.)		
Database and version required		
Is database SQL read-only access allowed? (Y/N)		
Supported Browsers (Indicate which is the preferred browser when more than one browser is available)		
Specific desktop requirements (hardware, OS, and software)		
Mobility functions (is the application browser-based, or is application downloaded from App Store or Play Store onto the mobile device)		
Reporting (eg. Business Objects, Jasper, Cognos, Proprietary)		
Additional Software that is required to support or supplement the solution		
Estimated Total Duration of Implementation – Start/End		
Support hours		
SLA's for P1 Issues		
SLA's for P2 Issues		
SLA's for P3 Issues		
SLA's for P4 Issues		
Software "Uptime" percentage		
Software updates/fixes – frequency upgrades will be installed		
Software updates/fixes – Level of Effort (High, Med, Low)		
Upgrades – frequency upgrades will be installed		
Upgrades – Level of Effort (High, Medium, Low)		
Upgrades – are upgrades included, or is there additional cost for upgrades		
Interfaces/Integration – programming or tools used (Webservices, XML, groovy, java, etc.)		
Interfaces/Integration - is ongoing support available or are these items under a warranty? If under warranty what is the warranty period.		
List of software systems that have successful interfaces with this solution		
Customizations and/or Personalization of system's screens/UI - does the solution retain all the customizations and/or personalizations when an upgrade is applied? Or, do the customizations / personalizations need to be manually re-applied or re-configured?		
Software Licenses (Perpetual or Annual Fees)		
Headquarters location of Software Firm		
Office location of Implementation Team		
Office location of System's Maintenance and Support Team		

PROJECT IMPLEMENTATION TASKS AND DELIVERABLES	Vendor Response (Y, N, E)	If Vendor Response is "E", please provide what the firm can or cannot do in detail.
Task 1 - Project Planning & Management		
Project Schedule		



TECHNICAL AND SUPPORT HIGHLIGHTS	Vendor Response (Y, N, E)	If Vendor Response is "E" (i.e., and exception), please provide a detailed explanation of what the Consulting firm can or cannot do.
<b>Roles and Responsibilities Matrix</b>		
<b>Change Orders</b>		
<b>Project Status Reports</b>		
<b>Meeting Agendas</b>		
<b>Meeting Minutes</b>		
<b>Documentation</b>		
<b>Task 2 - Requirements Gathering</b>		
<b>Requirements Documentation</b>		
<b>Requirements Traceability Matrix</b>		
<b>System Documentation</b>		
<b>Task 3 - Design</b>		
<b>Design Documentation (all phases)</b>		
<b>Back-up and Recovery Plan</b>		
<b>Systems Integration Design (SID) document</b>		
<b>Release Management Plan</b>		
<b>Task 4 – Construct / Build</b>		
<b>System Configurations</b>		
<b>Technical Documentation</b>		
<b>Task 5 – Test</b>		
<b>Test Plan</b>		
<b>Test Cases / Scripts</b>		
<b>Testing Results</b>		
<b>Defect Logs</b>		
<b>Stakeholder Sign-Off / UAT Sign-Off</b>		
<b>Task 6 – Pilot</b>		
<b>Pilot Plan</b>		
<b>Pilot Acceptance</b>		
<b>Task 7 – Training</b>		
<b>Training Plan</b>		
<b>Training Documentation</b>		
<b>Task 8 – Deploy</b>		
<b>Readiness Assessment Report</b>		
<b>Implementation (Deployment) Plan</b>		
<b>Documented (Go-Live) Schedule</b>		
<b>Deployment Checklist</b>		
<b>Production Validation Tests</b>		
<b>Support Plan</b>		
<b>Change Control Documentation</b>		
<b>Approved Validation Test scripts</b>		
<b>Updated System Documentation</b>		
<b>Updated Items Log w/ open defects</b>		



TECHNICAL AND SUPPORT HIGHLIGHTS	Vendor Response (Y, N, E)	If Vendor Response is "E" (i.e., and exception), please provide a detailed explanation of what the Consulting firm can or cannot do.
Deployment Acceptance		
Task 9 – Post Deployment Support		
Help Desk contact information		
Web-based tracking tool		
Help Desk services/software fixes		
Lessons Learned document		

**EXHIBIT B: PRICE SUMMARY SHEET**



**PRICE SUMMARY SHEET  
REQUEST FOR PROPOSALS (RFP) 4-2221**

Enter below the proposed price for the services described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, tax, and profits. The Authority's intention is to award a firm-fixed price contract for a three (3)-year initial term with two (2), one (1)-year option terms. For each Solution Costs, provide a detailed description. Indicate if equipment is purchased or leased cost.

## TIER 1

Firm Fixed Price Initial Term Years 1 through 3 9/16/24-9/15/27						
SOLUTION PRICE	Year 1 Effective Date – 9/15/2025		Year 2 9/16/2025 – 9/15/2026		Year 3 9/16/2026 – 9/15/2027	
	BoD Solution	Committee & Ad-Hoc Solution	BoD Solution	Committee & Ad-Hoc Solution	BoD Solution	Committee & Ad-Hoc Solution
One-Time / Implementation PRICE (Firm Fixed)	Tier 1 Price	Tier 1 Price	Tier 1 Price	Tier 1 Price	Tier 1 Price	Tier 1 Price
Equipment (purchase)						
Software						
Task 1						
Task 2						
Task 3						
Task 4						
Task 5						
Task 6						
Task 7						
Task 8						
Misc						
Sub Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meeting / Operational Price per Month (Firm Fixed)	Tier 1 Price	Tier 1 Price	Tier 1 Price	Tier 1 Price	Tier 1 Price	Tier 1 Price
Equipment (lease/rental)						
Software						
Misc						
Sub Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Support, Maintenance, Warranty (Firm Fixed)	Tier 1 Price	Tier 1 Price	Tier 1 Price	Tier 1 Price	Tier 1 Price	Tier 1 Price
Year 1						
Year 2						
Year 3						
Sub Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL SOLUTION FIRM FIXED PRICE (YEARS 1 - 3):</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

SOLUTION PRICE	First Option Term Year 4 9/16/27-9/15/28		Second Option Term Year 5 9/16/28-9/15/29	
	BoD Solution	Committee & Ad-Hoc Solution	BoD Solution	Committee & Ad-Hoc Solution
Meeting / Operational Price per Month (Firm Fixed)	Tier 1 Price	Tier 1 Price	Tier 1 Price	Tier 1 Price
Equipment (lease/rental)				
Software				
Misc				
Sub Total:	\$ -	\$ -	\$ -	\$ -
Support, Maintenance, Warranty (Firm Fixed)	Tier 1 Price	Tier 1 Price	Tier 1 Price	Tier 1 Price
Year 4				
Sub Total:	\$ -	\$ -	\$ -	\$ -
<b>TOTAL SOLUTION PRICE (YEAR 4):</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

The undersigned, upon acceptance, agrees to provide the service in accordance with the terms, conditions, and requirements as contained in RFP 3-2268 and the supporting documents for all prices proposed.

**PRICE SUMMARY SHEET**  
**REQUEST FOR PROPOSALS (RFP) 4-2221**

Enter below the proposed price for the services described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, tax, and profits. The Authority's intention is to award a firm-fixed price contract for a three (3)-year initial term with two (2), one (1)-year option terms. For each Solution Costs, provide a detailed description. Indicate if equipment is purchased or leased cost.

**TIER 2**

<b>Firm Fixed Price</b> <b>Initial Term Years 1 through 3</b> <b>9/16/24-9/15/27</b>						
	<b>Year 1</b>		<b>Year 2</b>		<b>Year 3</b>	
	<b>Effective Date – 9/15/2025</b>		<b>9/16/2025 – 9/15/2026</b>		<b>9/16/2026 – 9/15/2027</b>	
<b>SOLUTION PRICE</b>	<b>BoD Solution</b>	<b>Committee &amp; Ad-Hoc Solution</b>	<b>BoD Solution</b>	<b>Committee &amp; Ad-Hoc Solution</b>	<b>BoD Solution</b>	<b>Committee &amp; Ad-Hoc Solution</b>
<b>One-Time / Implementation PRICE (Firm Fixed)</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>
Equipment (purchase)						
Software						
Task 1						
Task 2						
Task 3						
Task 4						
Task 5						
Task 6						
Task 7						
Task 8						
Misc						
<b>Sub Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Meeting / Operational Price per Month (Firm Fixed)</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>
Equipment (lease/rental)						
Software						
Misc						
<b>Sub Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Support, Maintenance, Warranty (Firm Fixed)</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>
Year 1						
Year 2						
Year 3						
<b>Sub Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL SOLUTION FIRM FIXED PRICE (YEARS 1 - 3):</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

		<b>First Option</b>		<b>Second Option</b>	
		<b>Term Year 4</b>		<b>Term Year 5</b>	
		<b>9/16/27-9/15/28</b>		<b>9/16/28-9/15/29</b>	
<b>SOLUTION PRICE</b>	<b>BoD Solution</b>	<b>Committee &amp; Ad-Hoc Solution</b>	<b>BoD Solution</b>	<b>Committee &amp; Ad-Hoc Solution</b>	
<b>Meeting / Operational Price per Month (Firm Fixed)</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>	
Equipment (lease/rental)					
Software					
Misc					
<b>Sub Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Support, Maintenance, Warranty (Firm Fixed)</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>	
Year 4					
<b>Sub Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>TOTAL SOLUTION PRICE (YEAR 4):</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

The undersigned, upon acceptance, agrees to provide the service in accordance with the terms, conditions, and requirements as contained in RFP 3-2268 and the supporting documents for all prices proposed.

**TIER 2****Professional Services Rate Schedule**

	<b>Fully-Burdened Hourly Rate(s)</b>					
	<b>Initial Term</b>					
	<b>Year 1</b>		<b>Year 2</b>		<b>Year 3</b>	
	<b>Effective Date – 9/15/2025</b>		<b>9/16/2025 – 9/15/2026</b>		<b>9/16/2026 – 9/15/2027</b>	
	BoD Solution (23 meetings/ year @ 1.5 hrs/meeting and 1 hr prep/meeting)	Committee & Ad- Hoc Solution (59 meetings/ year @ 1 hr/meeting and 1 hr prep/meeting)	BoD Solution (23 meetings/ year @ 1.5 hrs/ meeting and 1 hr prep/meeting)	Committee & Ad- Hoc Solution (59 meetings/ year @ 1 hr/meeting and 1 hr prep/meeting)	BoD Solution (23 meetings/ year @ 1.5 hrs/meeting and 1 hr prep/meeting)	Committee & Ad- Hoc Solution (59 meetings/ year @ 1 hr/meeting and 1 hr prep/meeting)
<b>Labor / Professional Cost per Meeting (Time and Expense)</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>
Ex: Producer	\$	\$	\$	\$	\$	\$
Ex: Engineer / Technician	\$	\$	\$	\$	\$	\$
Ex: Videographer	\$	\$	\$	\$	\$	\$
Misc	\$	\$	\$	\$	\$	\$

	<b>Fully-Burdened Hourly Rate(s)</b>			
	<b>First Option</b>		<b>Second Option</b>	
	<b>Year 4</b>		<b>Year 5</b>	
	<b>9/16/27-9/15/28</b>		<b>9/16/28-9/15/29</b>	
	BoD Solution (23 meetings/ year @ 1.5 hrs/meeting and 1 hr prep/meeting)	Committee & Ad- Hoc Solution (59 meetings/ year @ 1 hr/meeting and 1 hr prep/meeting)	BoD Solution (23 meetings/ year @ 1.5 hrs/ meeting and 1 hr prep/meeting)	Committee & Ad- Hoc Solution (59 meetings/ year @ 1 hr/meeting and 1 hr prep/meeting)
<b>Labor / Professional Cost per Meeting (Time and Expense)</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>	<b>Tier 2 Price</b>
Ex: Producer	\$	\$	\$	\$
Ex: Engineer / Technician	\$	\$	\$	\$
Ex: Videographer	\$	\$	\$	\$
Misc	\$	\$	\$	\$

Note: Provide fully-burdened hourly rates for the above designated job categories for cost analysis purposes. The fully-burdened hourly rates will be included in the resulting agreement should your proposal be selected for contract award.

	<b>Fully-Burdened Hourly Rate(s)</b>				
	<b>Initial Term</b>			<b>First Option Term</b>	<b>Second Option Term</b>
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	<b>Effective Date – 9/15/2025</b>	<b>9/16/2025 – 9/15/2026</b>	<b>9/16/2026 – 9/15/2027</b>	<b>9/16/2027 – 9/15/2028</b>	<b>9/16/2028 – 9/15/2029</b>
<b>Other Labor Charges:</b>					
<b>Job Function:</b>					
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL SOLUTION COST (YEARS 1 - 5):</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**SCHEDULE II ---- OTHER DIRECT COSTS SCHEDULE**

Type of ODC	Quantity	Unit Rate	Budget Amount
1			
2			
3			
4			
5			

Additional ODC required and authorized by the Authority but not included in this Agreement will be reimbursed either (a) "At Cost" OR (b) up to the applicable Current Rate listed in this Schedule II, whichever is less.

Supporting documentation must accompany invoice.

\* Please note the following:

- The Authority will not reimburse Consultant for hours charged to perform activities associated with the preparation and review of invoices submitted to the Authority.
- The Authority will not reimburse Consultant for local meals and travel time, unless previously approved, or any other expenses not included within this Exhibit B.

**PRICE SUMMARY SHEET**  
**REQUEST FOR PROPOSALS (RFP) 4-2221**

Enter below the proposed price for the services described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, tax, and profits. The Authority's intention is to award a firm-fixed price contract for a three (3)-year initial term with two (2), one (1)-year option terms. For each Solution Costs, provide a detailed description. Indicate if equipment is purchased or leased cost.

**TIER 3**

<b>Firm Fixed Price</b> <b>Initial Term Years 1 through 3</b> <b>9/16/24-9/15/27</b>						
	<b>Year 1</b>		<b>Year 2</b>		<b>Year 3</b>	
	<b>Effective Date – 9/15/2025</b>		<b>9/16/2025 – 9/15/2026</b>		<b>9/16/2026 – 9/15/2027</b>	
<b>SOLUTION PRICE</b>	<b>BoD Solution</b>	<b>Committee &amp; Ad-Hoc Solution</b>	<b>BoD Solution</b>	<b>Committee &amp; Ad-Hoc Solution</b>	<b>BoD Solution</b>	<b>Committee &amp; Ad-Hoc Solution</b>
<b>One-Time / Implementation PRICE (Firm Fixed)</b>	<b>Tier 3 Price</b>	<b>Tier 3 Price</b>	<b>Tier 3 Price</b>	<b>Tier 3 Price</b>	<b>Tier 3 Price</b>	<b>Tier 3 Price</b>
Equipment (purchase)						
Software						
Task 1						
Task 2						
Task 3						
Task 4						
Task 5						
Task 6						
Task 7						
Task 8						
Misc						
<b>Sub Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Meeting / Operational Price per Month (Firm Fixed)</b>	<b>Tier 3 Price</b>	<b>Tier 3 Price</b>	<b>Tier 3 Price</b>	<b>Tier 3 Price</b>	<b>Tier 3 Price</b>	<b>Tier 3 Price</b>
Equipment (lease/rental)						
Software						
Misc						
<b>Sub Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Support, Maintenance, Warranty (Firm Fixed)</b>	<b>Tier 3 Price</b>	<b>Tier 3 Price</b>	<b>Tier 3 Price</b>	<b>Tier 3 Price</b>	<b>Tier 3 Price</b>	<b>Tier 3 Price</b>
Year 1						
Year 2						
Year 3						
<b>Sub Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL SOLUTION FIRM FIXED PRICE (YEARS 1 - 3):</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

	First Option		Second Option	
	Term Year 4 9/16/27-9/15/28		Term Year 5 9/16/28-9/15/29	
SOLUTION PRICE	BoD Solution	Committee & Ad-Hoc Solution	BoD Solution	Committee & Ad-Hoc Solution
Meeting / Operational Price per Month (Firm Fixed)	Tier 3 Price	Tier 3 Price	Tier 3 Price	Tier 3 Price
Equipment (lease/rental)				
Software				
Misc				
Sub Total:	\$ -	\$ -	\$ -	\$ -
Support, Maintenance, Warranty (Firm Fixed)	Tier 3 Price	Tier 3 Price	Tier 3 Price	Tier 3 Price
Year 4				
Sub Total:	\$ -	\$ -	\$ -	\$ -
TOTAL SOLUTION PRICE (YEAR 4):	\$ -	\$ -	\$ -	\$ -

The undersigned, upon acceptance, agrees to provide the service in accordance with the terms, conditions, and requirements as contained in RFP 3-2268 and the supporting documents for all prices proposed.

**TIER 3****Professional Services Rate Schedule**

<b>Fully-Burdened Hourly Rate(s)</b>						
<b>Initial Term</b>						
<b>Year 1</b>		<b>Year 2</b>		<b>Year 3</b>		
<b>Effective Date – 9/15/2025</b>		<b>9/16/2025 – 9/15/2026</b>		<b>9/16/2026 – 9/15/2027</b>		
	BoD Solution (23 meetings/ year @ 1.5 hrs/meeting and 1 hr prep/meeting)	Committee & Ad- Hoc Solution (59 meetings/ year @ 1 hr/meeting and 1 hr prep/meeting)	BoD Solution (23 meetings/ year @ 1.5 hrs/ meeting and 1 hr prep/meeting)	Committee & Ad- Hoc Solution (59 meetings/ year @ 1 hr/meeting and 1 hr prep/meeting)	BoD Solution (23 meetings/ year @ 1.5 hrs/meeting and 1 hr prep/meeting)	Committee & Ad- Hoc Solution (59 meetings/ year @ 1 hr/meeting and 1 hr prep/meeting)
<b>Labor / Professional Cost per Meeting (Time and Expense)</b>	<b>Tier 3 Price</b>	<b>Tier 3 Price</b>	<b>Tier 3 Price</b>	<b>Tier 3 Price</b>	<b>Tier 3 Price</b>	<b>Tier 3 Price</b>
Ex: Producer	\$	\$	\$	\$	\$	\$
Ex: Engineer / Technician	\$	\$	\$	\$	\$	\$
Ex: Videographer	\$	\$	\$	\$	\$	\$
Misc	\$	\$	\$	\$	\$	\$

<b>Fully-Burdened Hourly Rate(s)</b>				
<b>First Option</b>		<b>Second Option</b>		
<b>Year 4</b>		<b>Year 5</b>		
<b>9/16/27-9/15/28</b>		<b>9/16/28-9/15/29</b>		
	BoD Solution (23 meetings/ year @ 1.5 hrs/meeting and 1 hr prep/meeting)	Committee & Ad- Hoc Solution (59 meetings/ year @ 1 hr/meeting and 1 hr prep/meeting)	BoD Solution (23 meetings/ year @ 1.5 hrs/ meeting and 1 hr prep/meeting)	Committee & Ad- Hoc Solution (59 meetings/ year @ 1 hr/meeting and 1 hr prep/meeting)
<b>Labor / Professional Cost per Meeting (Time and Expense)</b>	<b>Tier 3 Price</b>	<b>Tier 3 Price</b>	<b>Tier 3 Price</b>	<b>Tier 3 Price</b>
Ex: Producer	\$	\$	\$	\$
Ex: Engineer / Technician	\$	\$	\$	\$
Ex: Videographer	\$	\$	\$	\$
Misc	\$	\$	\$	\$

Note: Provide fully-burdened hourly rates for the above designated job categories for cost analysis purposes. The fully-burdened hourly rates will be included in the resulting agreement should your proposal be selected for contract award.

<b>Fully-Burdened Hourly Rate(s)</b>					
<b>Initial Term</b>			<b>First Option Term</b>	<b>Second Option Term</b>	
<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	
<b>Effective Date – 9/15/2025</b>	<b>9/16/2025 – 9/15/2026</b>	<b>9/16/2026 – 9/15/2027</b>	<b>9/16/2027 – 9/15/2028</b>	<b>9/16/2028 – 9/15/2029</b>	
<b>Other Labor Charges:</b>					
<b>Job Function:</b>					
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL SOLUTION COST (YEARS 1 - 5):</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**SCHEDULE II ---- OTHER DIRECT COSTS SCHEDULE**

<b>Type of ODC</b>	<b>Quantity</b>	<b>Unit Rate</b>	<b>Budget Amount</b>
1			
2			
3			
4			
5			
Additional ODC required and authorized by the Authority but not included in this Agreement will be reimbursed either (a) "At Cost" OR (b) up to the applicable Current Rate listed in this Schedule II, whichever is less.			
Supporting documentation must accompany invoice.			

\* Please note the following:

- The Authority will not reimburse Consultant for hours charged to perform activities associated with the preparation and review of invoices submitted to the Authority.
- The Authority will not reimburse Consultant for local meals and travel time, unless previously approved, or any other expenses not included within this Exhibit B.

**PRICE SUMMARY SHEET****REQUEST FOR PROPOSALS (RFP) 4-2221**

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

\_\_\_\_\_  
1. I acknowledge receipt of RFP 4-2221 and Addenda No.(s) \_\_\_\_\_

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

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FACSIMILE # \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

SIGNATURE OF PERSON  
AUTHORIZED TO BIND OFFEROR \_\_\_\_\_

NAME AND TITLE OF PERSON  
AUTHORIZED TO BIND OFFEROR \_\_\_\_\_

DATE SIGNED \_\_\_\_\_

**EXHIBIT C: PROPOSED AGREEMENT**





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

6 **ARTICLE 2. AUTHORITY DESIGNEE**

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

9 **ARTICLE 3. SCOPE OF WORK**

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

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

16 **Names**

**Functions**

17  
18  
19  
20  
21 C. No person named in paragraph B of this Article, or his/her successor approved by  
22 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or  
23 level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should  
24 the services of any key person become no longer available to CONSULTANT, the resume and  
25 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as  
26 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key

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

4 **ARTICLE 4. TERM OF AGREEMENT**

5 This Agreement shall commence upon execution by both parties, and shall continue in full force  
6 and effect through September 15, 2027, unless earlier terminated or extended as provided in this  
7 Agreement.

8 A. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for an  
9 additional twelve (12)-months commencing September 16, 2027, and continuing through  
10 September 15, 2028 ("First Option Term"), and thereupon require CONSULTANT to continue to provide  
11 services, and otherwise perform, in accordance with Exhibit A and at the amounts or rates set forth in  
12 Article 5, "Payment."

13 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for an  
14 additional twelve (12)-months commencing September 16, 2028, and continuing through  
15 September 15, 2029 ("Second Option Term"), and thereupon require CONSULTANT to continue to  
16 provide services, and otherwise perform, in accordance with Exhibit A and at the amounts or rates set  
17 forth in Article 5, "Payment."

18 C. AUTHORITY Y's election to extend this Agreement beyond the Initial Term shall not diminish  
19 its right to terminate the Agreement for AUTHORITY's convenience or CONSULTANT's default as  
20 provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period  
21 extending from commencement through September 15, 2029, which period encompasses the Initial  
22 Term, First Option Term, and Second Option Term.

23 **ARTICLE 5. PAYMENT**

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

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

<u>Tasks</u>	<u>Description</u>	<u>Firm Fixed Price</u>
		\$ .00
		\$ .00
		\$ .00
<b>TOTAL FIRM FIXED PRICE PAYMENT</b>		<b>\$ .00</b>

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

D. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice submitted for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and shall be paid to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless AUTHORITY elects to audit CONSULTANT's records in accordance with Article 16 of this Agreement. If AUTHORITY elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar days of completion of such audit in an amount reflecting any adjustment required by such audit. During the term

of the Agreement, at its sole discretion, AUTHORITY reserves the right to release all or a portion of the retained amount based on CONSULTANT's satisfactory completion of certain milestones. CONSULTANT shall invoice AUTHORITY for the release of the retention in accordance with Article 5.

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

1. Agreement No. C-4-2221;
2. Specify the task number for which payment is being requested;
3. The time period covered by the invoice;
4. Total monthly invoice (including project-to-date cumulative invoice amount); and retention;
5. Monthly Progress Report;
6. Certification signed by the CONSULTANT or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which CONSULTANT intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.
7. Any other information as agreed or requested by AUTHORITY to substantiate the validity of an invoice.

#### **ARTICLE 6. MAXIMUM OBLIGATION**

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and

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

**ARTICLE 7. NOTICES**

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

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Gina Torres

Title:

Title: Senior Contract Administrator

Phone:

Phone: (714) 560 - 5566

Email:

Email: gtorres@octa.net

**ARTICLE 8. INDEPENDENT CONTRACTOR**

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

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

5 **ARTICLE 9. INSURANCE**

6 A. CONSULTANT shall procure and maintain insurance coverage in full force and effect during  
7 the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance  
8 provisions. CONSULTANT shall provide the following insurance coverage:

9 1. Commercial General Liability, to include Products/Completed Operations,  
10 Independent Contractors', Contractual Liability, Advertising (if applicable to Scope of Work) and Personal  
11 Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence, \$2,000,000  
12 general aggregate and \$2,000,000 Products/Completed Operations aggregate;

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

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

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

19 5. Professional Liability with minimum limits of \$1,000,000 only if the CONSULTANT  
20 is required by contract or law to be licensed or specially certified and AUTHORITY is relying on  
21 performance based on that specialty license or certification.

22 B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy  
23 blanket additional insured endorsement, designating AUTHORITY, its officers, directors and employees  
24 as additional insureds on general liability and automobile liability, as required by Agreement. Proof of  
25 insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective  
26 date of the Agreement and prior to commencement of any work. Such insurance shall be primary and

1 non-contributive to any insurance or self-insurance maintained by AUTHORITY. Furthermore,  
2 AUTHORITY reserves the right to request certified copies or review all related insurance policies, in  
3 response to a related loss.

4 C. CONSULTANT shall include on the face of the certificate of insurance the Agreement Number  
5 C-4-2221 and, the Contract Administrator's Name, Gina Torres.

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

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

12 **ARTICLE 10. ORDER OF PRECEDENCE**

13 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:  
14 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 4-2221; (3)  
15 CONSULTANT's proposal dated \_; (4) all other documents, if any, cited herein or incorporated by  
16 reference.

17 **ARTICLE 11. CHANGES**

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

26 **ARTICLE 12. DISPUTES**

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

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

12           **ARTICLE 13. TERMINATION**

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

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



1 termination.

2 **ARTICLE 14. INDEMNIFICATION**

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

10 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

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

22 **Subcontractor Name/Addresses**

**Subcontractor Amounts**

23 \$.00

24 \$.00

25 **ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

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

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

9 **ARTICLE 17. CONFLICT OF INTEREST**

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

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

23 **ARTICLE 18. CODE OF CONDUCT**

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

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

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

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

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

10          **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

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

18          **ARTICLE 22. PROHIBITED INTERESTS**

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

22          **ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

1 shall be retained by AUTHORITY.

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

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

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

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

1 upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination  
2 with other material not provided by CONSULTANT when such use in combination infringes upon an  
3 existing U.S. letters patent or copyright.

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

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

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

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

1 negotiated for all preliminary data.

2 **ARTICLE 26. CONTRACTOR PURCHASED EQUIPMENT**

3 A. If during the course of this Agreement, additional equipment is required, which will be paid for  
4 by the AUTHORITY, CONSULTANT must request prior written authorization from the AUTHORITY's  
5 project manager before making any purchase. As part of this purchase request, CONSULTANT shall  
6 provide a justification for the necessity of the equipment or supply and submit copies of three (3)  
7 competitive quotations. If competitive quotations are not obtained, CONSULTANT must provide the  
8 justification for the sole source.

9 B. CONSULTANT shall maintain an inventory record for each piece of equipment purchased  
10 that will be paid for by the AUTHORITY. The inventory record shall include the date acquired, total cost,  
11 serial number, model identification, and any other information or description necessary to identify said  
12 equipment or supply. A copy of the inventory record shall be submitted to the AUTHORITY upon request.

13 C. At the expiration or termination of this Agreement, CONSULTANT may keep the equipment  
14 and credit AUTHORITY in an amount equal to its fair market value. Fair market value shall be determined,  
15 at CONSULTANT's expense, on the basis of an independent appraisal. CONSULTANT may sell the  
16 equipment at the best price obtainable and credit AUTHORITY in an amount equal to the sales price. If  
17 the equipment is to be sold, then the terms and conditions of the sale must be approved in advance by  
18 AUTHORITY's project manager.

19 D. Any subconsultant agreement entered into as a result of this Agreement shall contain all  
20 provisions of this clause.

21 **ARTICLE 27. HEALTH AND SAFETY REQUIREMENT**

22 CONSULTANT shall comply with all the requirements set forth in Exhibit \_\_, Level 1 Safety  
23 Specifications.

24 **ARTICLE 28. LIMITATION ON GOVERNMENTAL DECISIONS**

25 CONSULTANT shall not make, participate in making, or use its position to influence any  
26 governmental decisions as defined by the Political Reform Act, Government Code section 8100 et seq.,

1 and the implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq.  
2 CONSULTANT's personnel performing services under this Agreement shall not authorize or direct any  
3 actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or enter into  
4 any contractual agreement on behalf of AUTHORITY. In addition, CONSULTANT's personnel shall not  
5 provide information, an opinion, or a recommendation for the purpose of affecting a decision without  
6 significant intervening substantive review by AUTHORITY personnel, counsel, and management.

7 **ARTICLE 29. FORCE MAJEURE**

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

15 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-4-2221 to be  
16 executed as of the date of the last signature below.

17 **CONSULTANT**

18 By: \_\_\_\_\_

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

19 By: \_\_\_\_\_

Georgia Martinez  
Department Manager, Contract Administration and  
Procurement

21 **APPROVED AS TO FORM:**

22 By: \_\_\_\_\_

23 James M. Donich  
24 General Counsel  
25  
26

**EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM**



**STATUS OF PAST AND PRESENT CONTRACTS FORM**

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder confirming that the information provided is true and accurate.

<b>Project city/agency/other:</b>	
<b>Contact Name:</b>	<b>Phone:</b>
<b>Project Award Date:</b>	<b>Original Contract Value:</b>
<b>Term of Contract:</b>	
<b>(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:</b>	
<b>(2) Summary and Status of contract:</b>	
<b>(3) Summary and Status of action identified in (1):</b>	
<b>(4) Reason for termination, if applicable:</b>	

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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

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

**IMPORTANT NOTICE**

Basic Provisions of Government Code Section 84308

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

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

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

ORANGE COUNTY TRANSPORTATION AUTHORITY  
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: \_\_\_\_\_ RFP Title: \_\_\_\_\_

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

**If no**, please sign and date below.

**If yes**, please provide the following information:

Prime Contractor Firm Name: \_\_\_\_\_

Contributor or Contributor Firm's Name: \_\_\_\_\_

Contributor or Contributor Firm's Address: \_\_\_\_\_

Is Contributor:

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

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

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

Name of Board Member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Board Member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Contributor

\_\_\_\_\_  
Print Firm Name

\_\_\_\_\_  
Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Tam Nguyen, Chair**  
**Doug Chaffee, Vice Chair**  
**Ashleigh Aiken, Director**  
**Valerie Amezcua, Director**  
**Andrew Do, Director**  
**Jon Dumitru, Director**  
**Jamey Federico, Director**  
**Katrina Foley, Director**  
**Patrick Harper, Director**  
**Michael Hennessey, Director**  
**Fred Jung, Director**  
**Farrah Khan, Director**  
**Stephanie Klopfenstein, Director**  
**Vicente Sarmiento, Director**  
**John Stephens, Director**  
**Donald Wagner, Director**

**EXHIBIT F: SAFETY SPECIFICATIONS**

## LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

### PART I – GENERAL

#### 1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

#### 1.2 REGULATORY

- A. Injury/Illness Prevention Program  
The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.



## **LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS**

**B. Substance Abuse Prevention Program**

Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

**C. Heat Illness Prevention Program**

Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

**D. Hazard Communication Program**

Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

**E. Storm Water Pollution Prevention Plan**

The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

### **1.3 INCIDENT NOTIFICATION AND INVESTIGATION**

- A.** The Authority shall be promptly notified of any of the following types of incidents including but not limited to:

1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.

- B.** Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public

## LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
  - 1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
  - 2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
  - 3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
  - 4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

## **LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS**

### **1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE**

- A. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
- B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

### **1.5 PERSONAL PROTECTIVE EQUIPMENT**

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 or 3 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

### **1.6 REFERENCES**

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Construction Industry Institute (CII)
- E. OCTA Yard Safety Rules

**END OF SECTION**

**EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

**PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

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

Offeror:\_\_\_\_\_

RFP No.:\_\_\_\_\_ RFP Title: \_\_\_\_\_

Deviation or Exception No. : \_\_\_\_\_

Check one:

- Scope of Work (Technical) \_\_\_\_\_
- Proposed Agreement (Contractual) \_\_\_\_\_

Reference Section/Exhibit: \_\_\_\_\_ Page/Article No. \_\_\_\_\_

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only: