

REQUEST FOR PROPOSALS (RFP) 1-2440

**SharePoint Services for OCTA Internal
Intranet**



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

Key RFP Dates

Issue Date:	February 18, 2011
Pre-Proposal Conference Date:	March 1, 2011
Question Submittal Date:	March 3, 2011
Proposal Submittal Date:	March 15, 2011
Interview Date:	March 29, 2011

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February 18, 2011

SUBJECT: NOTICE OF REQUEST FOR PROPOSALS

RFP 1-2440: SharePoint Services for OCTA Internal Intranet

Gentlemen/Ladies:

The Orange County Transportation Authority (Authority) invites proposals from qualified firms to provide Microsoft SharePoint services for Authority's internal intranet. The budget for this project is \$153,000 for the initial term.

Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on March 15, 2011 for a two year term with one (1) two (2) year option term.

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Donald Herrera, Buyer**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Donald Herrera, Buyer**

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

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET, the Authority's interactive

website. The website can be found at www.octa.net. From the site menu, click on CAMM NET to register.

To receive all further information regarding this RFP 1-2440, firms 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:

Commodities for this solicitation are:

Category(s):

Computer: Hardware & Software

Commodity(s):

Business Software

Computer: Hardware & Software

Enterprise Asset Management
Software

A pre-proposal conference will be held on March 1, 2011, at 9:30 a.m. at the Authority's Garden Grove Annex building, 11800 Woodbury Road, Garden Grove, California, in Conference Room 219. All prospective Offerors are encouraged to attend the pre-proposal conference.

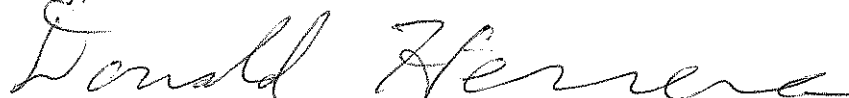
The Authority has established March 29, 2011 as the date to conduct interviews. All prospective Offeror's will be asked to keep this date available.

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.

Sincerely,



Donald Herrera

Buyer

Orange County Transportation Authority

SECTION I

INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on March 1, 2011, at the Authority's Garden Grove Annex building, 11800 Woodbury Road, Garden Grove, California, in Conference Room 219. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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.

D. AUTHORITY CONTACT

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

Contracts Administration and Materials Management Department
Attn: Donald Herrera, Buyer
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5644, Fax: 714.560.5792

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on March 3, 2011.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions." The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Courier: Contracts Administration and Materials Management Department, 600 South Main Street, 4th Floor, Orange, California 92868.
 - (3) Facsimile: The Authority's fax number is (714) 560-5792.
 - (4) E-Mail: Donald Herrera, Buyer e-mail address is dherrera@octa.net.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, the Authority's interactive website, no later than March 9, 2011. Offerors may download responses from CAMM NET at www.octa.net/cammnet, or request responses be sent via U.S. Mail by e-mailing or faxing the request to Donald Herrera, Buyer.

To receive e-mail notification of Authority responses when they are posted on CAMM NET, firms 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:

Commodities for this solicitation are:

Category(s):

Computer: Hardware & Software

Commodity(s):

Business Software

Computer: Hardware & Software
Enterprise Asset Management
Software

Inquiries received after March 3, 2011, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on March 15, 2011.

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

2. Address

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Donald Herrera, Buyer**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
P.O. Box 14184
Orange, California 92863-1584
Attention: Donald Herrera, Buyer**

Firms must obtain a visitor badge from the receptionist in the lobby of the 600 Building prior to delivering any information to CAMM.

3. Identification of Proposals

Offeror shall submit an **original and 5 copies** of its proposal in a sealed package, addressed as shown above, bearing the Offeror's name and address and clearly marked as follows:

"RFP 1-2440: SharePoint Services for OCTA Internal Intranet"

4. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.

- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by Authority are public information and must be made available to any person upon request.
- e. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes.

J. PROTEST PROCEDURES

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator responsible for this procurement. Any protests filed by an Offeror in connection with this RFP must be submitted in accordance with the Authority's written procedures.

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a time and expense (T&E) contract specifying hourly rates for individual efforts as specified in the Scope of Work included in this RFP as Exhibit A.

L. CONFLICT OF INTEREST

All Offerors responding to this Request For Proposals 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.

M. CODE OF CONDUCT

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

SECTION II

PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT**A. PROPOSAL FORMAT AND CONTENT****1. Format**

Proposals should be typed with a standard 12 point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length, excluding any appendices.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Donald Herrera, Buyer 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. Include name, title, address, and telephone number of the contract person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, whether the firm is a Disadvantaged Business Enterprise (DBE), contact person's name and address, phone number and fax number; 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. Describe experience in working with the various government agencies identified in this RFP.
- (4) Identify subcontractors by company name, address, contact person, telephone number and project function. Describe Offeror's experience working with each subcontractor.
- (5) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address and telephone number 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) Provide education, experience, and applicable professional credentials of project staff.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel.
- (3) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- (4) 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.
- (5) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (6) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the Offerors 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 from the project commencement date.

- (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 exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the Authority's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements as set forth in Exhibit C.

4. Cost and Price Proposal

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

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

5. Appendices

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

B. FORMS

Status of Past and Present Contracts Form

Offeror is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of the proposal. Offeror shall list the status of past and present contracts where the firm has

five (5) years and the contract has ended or will end in a termination, settlement, or litigation. A separate form must be completed for each contract. Offeror shall provide an accurate name and telephone number for each contract and indicate the term of the contract and the original contract value. If the contract was terminated, Offeror must list the reason for termination. Offeror must identify and state the status of any litigation, claims or settlement agreements related to any of the contracts. Each form must be signed by the Offeror confirming the information 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.

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 25%**

Technical experience in performing work of a closely similar nature; experience working with public agencies; 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 labor distribution among the tasks; ability to meet the project deadline; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Cost and Price 20%**

Reasonableness of the total price and fully burdened hourly rates and competitiveness of these rates with other offers received; adequacy of data in support of figures quoted; reasonableness of individual budgets; basis on which prices are T&E.

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established March 29, 2011 as the date to

conduct interviews. All prospective Offerors will be asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

At the conclusion of the evaluation process, the evaluation committee will recommend 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 Authority will review the evaluation committee's recommendation and forward its decision for final action.

C. AWARD

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

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

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) 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) days of notification of the contract award.

EXHIBIT A
SCOPE OF WORK

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1. INTRODUCTION

The Orange County Transportation Authority (AUTHORITY) is a multi-modal transportation agency serving Orange County. We keep Orange County moving with countywide bus and paratransit service, Metrolink rail service, the 91 Express Lanes toll facility, freeway, street and road improvement projects, motorist aid services and by regulating taxi operations.

AUTHORITY has four base locations in southern California; administrative offices in the city of Orange, and three operational bus facilities in the cities of Anaheim, Garden Grove, and Santa Ana. There are approximately 1,500 employees.

2. BACKGROUND

In 2008 the Internal Communications (IC) department of AUTHORITY implemented an internal employee website (intranet) called "OCTA Today." This website has been designed to provide each business unit within AUTHORITY with the toolset and opportunity to control and share their business information more efficiently in a browser based format. Additionally, the use of RSS (Real Simple Syndication) technology published on OCTA Today has allowed these business units to share their information directly to the Digital Signage monitors located at each base for personnel who do not use computers in their daily position. OCTA Today links to other essential business tools such as forms, templates and system applications, making it the centralized point of contact for AUTHORITY business information.

The IC department is in charge of OCTA Today as well as the eForms program that has been in place for well over 10 years. The eForms program utilizes Microsoft Word and Excel applications and forms are developed with the help of department eForms Coordinators to help layout the information in a standardized format. The IC department provides advanced functionality for these forms and is currently using Adobe LiveCycle ES2 for more advanced forms. SharePoint is being sought for a repository for the Adobe LiveCycle system. Currently the Information Systems department has implemented a web hosted 2010 SharePoint project with enterprise licensing. The new AUTHORITY SharePoint intranet hopes to leverage this pre-existing enterprise licensing. The current intranet supports 8 divisions with 45 departments under these divisions that reflect the organizational structure of AUTHORITY. In addition to these departments that are represented by folders on OCTA Today there are approximately 66 additional folders making 119 folders of uploaded business information. Larger files such as video files are linked to network drives.

3. OBJECTIVE

The Internal Communications department is seeking a qualified and experienced firm to assist with the migration, design and implementation of a intranet using Microsoft SharePoint 2010 on a web hosted platform which will include a forms repository,

streaming video services, RSS function so that RSS feeds can be created and distributed with the AUTHORITY digital signage system, and functionality with Microsoft Outlook so that calendars can be updated and used both in SharePoint and Outlook. Based on permission and approval levels, AUTHORITY staff will be able to upload and maintain departmental business information, link to other AUTHORITY applications, and communicate cross-functionally and intra-departmentally with other AUTHORITY employees using the new features provided by a SharePoint 2010 intranet website. Other SharePoint functionality may be required and/or suggested pending discovery and requirements gathering sessions. This project will be in two phases.

4. REQUIREMENT/ DELIVERABLES

The requirements/deliverables for the new AUTHORITY intranet are as follow:

4.1 PHASE I

- 4.1.1 Provide architecture, design and implementation of a SharePoint 2010 intranet on an existing hosted SharePoint 2010 environment.
 - 4.1.1.1 Web design (look and feel) will be based on SharePoint's out-of-the-box templates and AUTHORITY's existing SharePoint site.
 - 4.1.1.1.1 Selected firm will advise and train AUTHORITY on how to modify site template designs if necessary.
 - 4.1.1.2 Implementation will include documentation of SharePoint as built deployment.
 - 4.1.1.3 Implementation will include a training plan for AUTHORITY Information Systems and Internal Communications staff defining roles and responsibilities once the project has gone live. Training will include: search configuration, template creation, new site creation, RSS creation and distribution, streaming audio and video, and user administration.
- 4.1.2 Conduct discovery and requirements gathering session(s) with stakeholders including but not limited to: department content administrators, Internal Communications, Information Systems (IS) and IS Security. The output for these sessions will be requirements and design documents that further detail the project requirements and deliverables.
- 4.1.3 Design and implementation of SharePoint intranet for 45 AUTHORITY departments based on current OCTA TODAY intranet of approximately 1,280 web pages.

- 4.1.4 Provide a template for creating new department/function based sites.
- 4.1.5 Migration of existing content from OCTA TODAY to new SharePoint based intranet. This includes existing content, links and pictures as well as links to existing web based systems.
- 4.1.6 Allow AUTHORITY authorized users access to the AUTHORITY SharePoint portal from outside of AUTHORITY.
- 4.1.7 Enable SharePoint search functionality to search all documents, people, metadata and content on the AUTHORITY SharePoint intranet.
- 4.1.8 Provide a permission based system for users to be able to access and upload information.
- 4.1.9 Create content approval workflows based on user permission levels that can be created and deployed by department content administrators.
- 4.1.10 Provide the ability to automatically sweep a directory for multiple PDF files and corresponding index values to be archived in the forms repository. The PDF and index values will be coming from the Adobe LiveCycle ES2 system.
- 4.1.11 Provide RSS functionality for SharePoint web pages that function with Microsoft Office and Outlook and can be accessed from Microsoft SharePoint, Office or Outlook for the AUTHORITY digital signage system. (Omnivex is the digital signage software that will read the RSS feed.)
- 4.1.12 Enable integration with Microsoft Outlook/Exchange so that authorized users can update SharePoint calendars from Outlook and vice versa.
- 4.1.13 A rich media repository for shared AUTHORITY digital assets such as video, images, and audio files that departmental content administrators can upload depending on their approval and permission level. Media files will be stored in a centralized location so that content can be easily browsed by users with appropriate permissions.
- 4.1.14 Streaming video services so that users can embed audio and video files in SharePoint web pages from a rich media repository (refer to 3.1.13) as well as from external sources such as www.YouTube.com.
- 4.1.15 Advise AUTHORITY on metadata, taxonomy, and content type structure for consistent file archiving.

4.1.16 The implementation should not limit AUTHORITY from using any SharePoint features and the selected FIRM will advise and document for AUTHORITY Phase II for this project based on the findings of the discovery and requirement gathering sessions conducted at the beginning of this project.

4.1.17 Selected FIRM will produce a project plan for project effort (Phase I and II) and final implementation.

4.1.18 Selected FIRM will produce a training manual for IT staff and Internal Communications Administrators, and include guidelines for Internal Communications staff to train end users.

4.1.19 Optional Requirement (if funds exist): Enable FAST Search for all AUTHORITY SharePoint sites.

4.2 PHASE II

Phase II of this project will include the enhancement requests from the business units within AUTHORITY that will be documented after discovery and requirements gathering sessions and the Phase I roll-out. In addition, but not limited to, are features that may be required in this second phase:

4.2.1 Ability to create dashboards and connect with Access, Excel, Visio and InfoPath Services. Advise AUTHORITY on how to connect with other AUTHORITY line of business applications using the Business Data Connectivity Services feature.

4.2.2 Ability to create wiki sites with approval processes.

4.2.3 Ability to create blog sites with approval processes.

4.2.4 Ability to use Decomposition Tree structure.

5. ASSUMPTIONS

5.1 Development and testing will take place on AUTHORITYs existing SharePoint development and test environment. FIRM will need to work with AUTHORITY IS staff to develop understanding of AUTHORITY SharePoint hosted environment.

6. SCOPE OF WORK

AUTHORITY will provide the following staffing for this project:

6.1 AUTHORITY Project Manager

- 6.2 AUTHORITY Business Unit Leader
- 6.3 Administrative assistance to the selected FIRM's Project Manager, to include scheduling of meetings, document maintenance, and other tasks as needed.
- 6.4 Area and business process functional experts will move in and out as needed based on the project schedule and at the request of AUTHORITY's Project Manager and Business Unit Leader.
- 6.5 AUTHORITY will provide the technical support required to maintain the hardware and software environment which is required, including a Data Base Administrator.

The selected FIRM shall provide a Project Work Plan explaining the Project's Goals and Objectives, the Project Scope, the Project Team's Roles and Responsibilities, a Risk Assessment to outline outstanding mitigating factors that may provide opportunity or impede the project, and a Project Communication Plan to update team members on project status and issues. An explanation of the selected FIRM's methodology for handling change management, in the event scope changes are required as a result of discovery, should also be included. Additionally, the selected FIRM shall submit a proposed Schedule of Milestones and Deliverables, via narrative outline, or using Microsoft Project software.

6.6 PROJECT MANAGEMENT

The selected FIRM shall provide a tested and successful project methodology to ensure success of this engagement. At a minimum, the selected FIRM shall provide the following:

6.6.1 Project Manager and Key Personnel

The selected FIRM's Project Manager shall have work space available at AUTHORITY's Administrative offices located in the City of Orange, California. AUTHORITY expects the selected FIRM's Project Manager to be available on-site as needed for this project.

6.6.2 Project Manager and Key Personnel

The selected FIRM shall submit a proposed Schedule of Milestones and Deliverables, via narrative outline, and using Microsoft Project software.

The selected FIRM shall designate a single point of contact, a Project Manager, for the SharePoint Migration Services project.

As a deliverable, the following documents will undergo review by the project team. Upon approval by the project team, work will be authorized.

6.6.2.1 The project plan should identify all tasks in sufficient detail to permit a task-by-task assessment of progress based on milestones, deliverable accountability, and resource identification and allocation. Upon the approval of the project plan, it will become the project baseline plan from which all work and progress payments will be assessed.

6.6.2.2 The assessment of the Critical Path and Critical Resources.

6.6.2.3 The selected FIRM shall provide a Risk Assessment and Contingency Plan.

As a deliverable, for all the documents and plans required of the selected FIRM during this project, said FIRM shall maintain those documents, and if changes are required or requested, and approved, those documents shall reflect all additions, deletions, or modifications.

6.6.3 Meeting and Reporting

6.6.3.1 The selected FIRM's project manager shall participate in Project Status Meetings with the project team. The meetings will be held at AUTHORITY's facility located in Orange, California. The purpose of the meetings will be to review project progress and resolution of issues, assess risk, determine corrective action as required, and to discuss future efforts. At a minimum, meetings with AUTHORITY's project team will occur once every two weeks to discuss project progress.

6.6.3.2 As a deliverable, the selected FIRM shall participate in a Kick-Off Meeting with AUTHORITY's project team and the selected FIRM's project team staff after the signing of the contract. During the kick-off meeting, all identified team members or their alternates will be required to attend the meeting. The selected FIRM's project manager will discuss the project's goals and objectives, work plan, timeline, and team member roles and responsibilities during the meeting.

6.6.3.3 As a deliverable, the selected FIRM's project manager will submit Project Progress Reports on a monthly basis. The progress reports shall be submitted in sufficient time to allow project reporting to AUTHORITY's management on the second Tuesday of each month. The format for progress reporting shall be in the selected FIRM's format; however, the following elements shall be included in the report:

- 6.6.3.3.1 An accounting of accomplishments (progress) against planned tasks during the reporting period.
- 6.6.3.3.2 Assessment of tasks per the baseline project plan on a weekly basis.
- 6.6.3.3.3 An accounting of planned resources for the next reporting period.
- 6.6.3.3.4 An accounting of work planned for the next reporting period.
- 6.6.3.3.5 Identification of short-term risks, 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.
- 6.6.3.3.6 Identification of Long-Term Risks, 60 days or more that affects the project's progress, deliverables, or milestones. The risks shall be noted, potential solution(s) identified, and action required for resolution, and duration required.

6.6.4 Change/Configuration Control

The selected FIRM, working with AUTHORITY's project manager, shall institute a Change Control Methodology to review and approve changes before being incorporated into the baseline project plan and the Agreement in the form of an Amendment. It is expected that the selected FIRM shall provide a detailed report for each required change listing the issue, alternatives, prepared alternative, and impacts to schedule and budget for the prepared alternative.

6.6.5 Go Live Support

AUTHORITY defines "go-live" as a spectrum of three phases. First, *pre go-live* is the period and associated activities leading to preparation and implementation of the application on the production environment. Second, *functional go-live* is the period and associated activities after the application is running on the production environment (i.e. the "key's been turned") and being used for business purposes. This period extends until each function of the application has been exercised at least once. Third, *post go-live* is the period and associated activities after the functional go-live with the goal of assessing the functional go-live process and associated fallout.

AUTHORITY desires close collaboration before, during, and after the application goes live. Before installation of the application on AUTHORITY's production environment, AUTHORITY expects pre go-live installation briefings and discussions about system and desktop configurations, backup procedures, related tests, and expectations. During the go-live, AUTHORITY expects at least one technically qualified person on-site for the rollout period following the application's installation. This rollout period will be defined by the approved project plan. This person will take the lead during this activity to ensure timely troubleshooting occurs and resolution of all identified application bugs are logged and addressed. Post go-live; AUTHORITY expects post-installation briefings and discussions about the applications performance; software debugging and resolution, and discussion about any unsolved issues, and application shortcomings.

The selected FIRM shall provide technical support during go-live to address troubleshooting and resolving any problems with the application. The selected FIRM can expect AUTHORITY to provide its resources when required per the project plan. This coordination will be performed by AUTHORITY's and the selected FIRM's project managers to assure successful deployment.

See Attachment A entitled, "OCTA Information Technology Architecture & Computing Standards."

6.7 Discovery and Design

The selected FIRM shall be responsible for leading the process of discovery to identify all information required to design, test, implement, and integrate the proposed solution within AUTHORITY's computing infrastructure in compliance with requirements and specifications revealed through discovery.

The selected FIRM shall deliver their solution in compliance with requirements and specifications revealed through discovery.

These analyses shall determine the scope of the system implementation in that they shall define the configuration and the extent of customization required for the system.

During the discovery and design work phase, AUTHORITY's Business Unit Leader and Project Manager, and the selected FIRM's Project Manager will work together with additional members from the Implementation Team in understanding the operational environment in which the new system will function. Working closely with AUTHORITY's Project Manager, and Business Unit Leader, the selected FIRM shall create and deliver the appropriate documents that will formalize the specific design of the solution and reflect that the selected FIRM understands AUTHORITY's requirements. Additionally, the selected FIRM's Project Manager will offer feedback and assistance with solution specifications that are a result of

identified requirements due to this process, which in turn, will guide future growth and upgrade considerations.

6.7.1 System Design

Upon completion of the Discovery phase, the selected FIRM shall provide a system topology diagram. This document should provide the reader with a high-level understanding of the proposed solution.

As a deliverable, the selected FIRM shall produce a preliminary systems design report, which will include, but not be limited to:

- 6.7.1.1 Overall functional objectives and how the system is designed to meet those objectives.
- 6.7.1.2 Complete description of the system's hardware given AUTHORITY's computing infrastructure and standards.
- 6.7.1.3 High-level description of the software architecture, including its relation to the hardware architecture, which performs the functions of data collection, processing, integration, storage, and dissemination per the requirements.

Jointly the selected FIRM and AUTHORITY staff will create a requirements matrix and will use this document to cross-index the selected FIRM's solution. The selected FIRM shall maintain this document, and if changes are required or requested, and approved, this document shall reflect all additions, deletions, or modifications.

The deliverable documentation will undergo review by AUTHORITY staff to assess the completeness and adequacy of the baseline design. AUTHORITY will grant approval upon the selected FIRM's demonstration of their understanding of the requirements and solution.

6.7.2 Physical Architecture Design

As a deliverable, the FIRM shall produce an architectural diagram showing the following:

- 6.7.2.1 All computing and communication devices (essentially all critical hardware) and their interconnections involved. Ensure any assumptions made are clearly stated. Clearly indicate recommended specification on all equipment.
- 6.7.2.2 List all software with product names and versions residing on each computing and communication devices involved in the AUTHORITY proposed solution. Ensure to include operating

systems, application software, database software, middleware, and communications software. State any assumptions made.

6.8 Solution Hardware/Software and Installation

The selected FIRM shall verify that the proposed solution will work on the agreed upon platform, including software and hardware, and that it will meet AUTHORITY's technical standards.

For initial solution set-up, the selected FIRM shall install or provide on AUTHORITY's equipment a baseline version of its core software and any partnered products as part of AUTHORITY's demonstration/learning/proof-of-operation environment. This includes but is not limited to the tools required for the on-going maintenance and administration of the system, including database management tools, report writers, web-based applications and tools, and any other third-party software which is typically part of the support environment for the system.

The selected FIRM shall provide specifications for all hardware, software, and installation services as necessary and as agreed to by AUTHORITY to create this environment. This environment shall be multi-user capable and able to support the final, fully configured solution as designed. The selected FIRM shall certify in writing to AUTHORITY's Project Manager that the deployed platform(s) meet all the requirements that were specified by the selected FIRM and agreed to by AUTHORITY.

The selected FIRM shall demonstrate to AUTHORITY, using a proof-of-concept model that the solution functions well within AUTHORITY's computing environment. The baseline solution shall also provide an environment for staff to become familiar with the functions and operations of the proposed software or combination thereof, as well as the basic business processes provided by the software to the extent the solution can provide, given its state in this environment; and to learn the general elements and complexities of the software environment until such time the environment is needed for the implementation activities.

With sample (mocked up web pages) data loaded in the system, (non-AUTHORITY information is acceptable at this point), this baseline solution shall demonstrate that:

- 6.8.1 All software installs successfully on the appropriate tier (clients or servers) with no problems.
- 6.8.2 Software conflicts are minimal and rapidly resolved for each tier (clients and servers).
- 6.8.3 Software and hardware on the various tiers that are designed to communicate with each other do so without error.

6.8.4 Navigation (e.g. traversing menus, etc.) through the solution's software on all tiers is achievable without error.

6.8.5 Printing from the various software properly operates without error.

6.8.6 Demonstrate, using web pages, that all built-in functionality operates as planned.

The selected FIRM shall allow AUTHORITY staff to witness all software installations and troubleshooting activities. The selected FIRM shall provide a document proposing how the selected FIRM shall demonstrate that the solution is compliant within AUTHORITY's network infrastructure. This document shall be subject to review by AUTHORITY staff, and demonstrations shall commence upon approval.

6.9 Implementation

The selected FIRM shall provide all services related to its solution, to implement the solution and achieve elements found during and agreed to at discovery.

The selected FIRM shall provide AUTHORITY continued technical support for a minimum of 30 calendar days after implementation to ensure operations of all functionality. AUTHORITY expects the selected FIRM to provide training as necessary if the configuration baseline changes during implementation. To ensure a successful roll out, AUTHORITY envisions the implementation event to occur on a Friday designated by AUTHORITY starting at 8:00 a.m. and continuing through the day. If necessary, the project team may work through the weekend.

Since all current workstations are in use on a daily basis, the implementation plan must be developed to minimize downtime on existing workstations. Roll out must similarly be carefully planned to minimize downtime on AUTHORITY's production applications prior to the new system going into operation.

6.9.1 Readiness Assessment

An onsite meeting shall be held prior to roll out. The purpose is to review the implementation plan and verify all tasks are complete. The FIRM and AUTHORITY project team will identify any incomplete tasks and prioritize their importance to the roll out date.

Decisions for production roll out and contingency plans will be made and approved by AUTHORITY and FIRM project managers. The selected FIRM's Project Manager will work jointly with AUTHORITY's

Project Manager to prepare a Readiness Assessment Report for submission to the project sponsors (executive management) and Chief Information Officer.

Deliverable: Readiness Assessment report in digital format delivered to AUTHORITY project manager.

6.9.2 Roll Out

AUTHORITY's Information Systems staff and the FIRM's technical team will support the deployment of the application from test to the production server(s), and into production. The production roll out shall proceed according to plan and on the scheduled timelines.

Deliverable: Operational production software. All related software products shall be installed and tested on the production server(s). The application and database shall be available for end-user access.

6.10 Testing and Acceptance Plan

The objective of this task is to ensure the system is functioning, without error, as designed and defined in the specifications and to ensure the functionality of the new AUTHORITY intranet on the SharePoint platform.

AUTHORITY expects the selected FIRM to develop a comprehensive testing methodology. The selected FIRM's proposal shall define the test methodology to be used (including objectives, required levels or types of testing and basic strategy). It is assumed all testing will occur at the appropriate AUTHORITY facilities using the expected production equipment.

As a deliverable, the selected FIRM shall provide a comprehensive integration test plan. At a minimum, the test plan shall discuss testing phases (alpha and beta test sequences), and define the testing hierarchy. The plan should include:

6.10.1 Assigned testing roles

6.10.2 Outline of what will be tested and how data will be validated

As a deliverable the selected FIRM shall conduct a test "walk-through" during which team members describe their testing tasks to ensure all elements of the test plan are covered.

As a deliverable, the selected FIRM shall assist AUTHORITY staff in the testing activity and will document the completion of all tasks, tests and other deliverables needed to demonstrate the satisfaction of the criteria and present to AUTHORITY staff for approval.

6.11 Training AUTHORITY Support Staff

The selected FIRM shall conduct all training at AUTHORITY's Administration building located in the City of Orange, CA. AUTHORITY's Information Systems Department operates and maintains a training room on the second floor of the 600 South Main Street Administrative office building. The training room has 23 student personal computers and one instructor personal computer connected to a projection system.

The selected FIRM shall provide training to AUTHORITY staff on the use and operation of the software and hardware. The selected FIRM shall be responsible for three general categories of training:

6.11.1 Five (5) AUTHORITY administrative staff in addition to ten (10) AUTHORITY Information Systems employees to maintain system parameters (employee profile, set security levels, install upgrades, search configuration, etc). Training shall be in-depth enough for AUTHORITY technical staff to ensure that AUTHORITY users can fully utilize and execute the features set-up in SharePoint system.

6.11.2 End-user training (perform tasks to demonstrate self-publishing ease and ability, etc.) for 45 AUTHORITY department content administrators. The selected FIRM shall provide end-user employees with sufficient instruction to serve as trainers.

6.11.3 Technical overview training/briefing to approximately ten (10) AUTHORITY technical staff. This training shall provide AUTHORITY support staff with knowledge about the technical components of the solution and how they are configured.

This training shall be sufficient for AUTHORITY end-users to perform all of their functional duties that require interaction with the software. AUTHORITY's expectation is that the selected FIRM shall recommend specific training based on the functional areas of the system. AUTHORITY shall rely on the selected FIRM's experience with system implementation with clients similar to AUTHORITY. The cost of providing such training is to be included in the selected FIRM's proposal. The selected FIRM shall supply all necessary reference and training materials both in print and digital format.

6.12 Back-up and Recovery Document

The selected FIRM's technical lead, in conjunction with AUTHORITY staff, shall develop a detailed Back-up and Recovery Plan related to the solution based on the information contained in its solution. The FIRM shall detail in this plan how to recover from software or database failures as it relates to the solution. The FIRM shall define a back-up plan that encompasses all aspects

of the solution. This back-up plan shall facilitate the recovery from a very small scale to a total system failure and recovery process. The FIRM of the selected FIRM shall fully test the plan, demonstrate its processes to AUTHORITY staff, and fully document all aspects of the process so that AUTHORITY staff shall be able to execute it.

6.13 Warranty and Annual Maintenance

6.13.1 Warranty

The selected FIRM shall provide an application warranty. Following acceptance of the application, the selected FIRM shall warrant the application to conform to the requirements set forth in this project, for a minimum, 120 days after the final acceptance. The selected FIRM shall correct and repair, at no cost to AUTHORITY, any defect, malfunction, or non-conformity that prevents the application from conforming and performing in accordance with the requirements of this scope of work.

As a deliverable, the selected FIRM shall provide a written warranty statement incorporating the above referenced warranty requirements.

7. BUSINESS POLICY

7.1 Access to the Computing Environment

AUTHORITY's Information Systems, Unix and NT System Administrators manage coordination of requests for network (HP-UX or Microsoft NT) access.

AUTHORITY's Information Systems, Programmer Analysts, and Database Administrators manage coordination of requests for application and relational database access.

All installations/configurations/upgrades to the servers or the desktops must be coordinated through the appropriate AUTHORITY Information Systems department personnel 48 hours before the scheduled event(s).



Section 5: Information Systems' Technology Standards Part 1

OCTA Information Technology Architecture & Computing Standards

Document Control

Revision History

Updates to this document will be in the form of a complete reissue. Therefore, when a newer version is received, destroy the older version completely or clearly mark the older version as superseded.

Date	Version	Author	Comment
10/05/2007	01	A. Hess	Update and redesign of overall standards document. Created Part 1 (used externally) and Part 2 (internal use only) sections.
10/10/2007	02	A. Hess	Removed references to MS Windows 2000 professional and Gateway laptops.
09/09/2008	03	A. Hess	Note preferences for Windows OS and Oracle as the database.
10/06/2008	04	A. Hess	Updated security section

Purpose

This document provides a high-level description of Orange County Transportation Authority's (OCTA) computing environment and indicates the Information Technology (IT) tools on which OCTA has standardized. This document does not address standard practices and methodologies used by OCTA's Information Systems department.

All IT related initiatives or product procurements are evaluated partially on their compliance with the standards listed herein. Based on criteria such as support expectations and the level of integration required with other systems, some standards may be more strictly enforced than others.

Technology standardization is a key component to controlling costs, ensuring quality, enabling compatibility, and retaining stability. Standardization is also a key to the Information Systems department (IS) in achieving many of the desired improvements in its services produced for the Authority. OCTA has adopted many of the viable, mainstream product lines from viable, mainstream vendors to position OCTA in a non-proprietary, widely supported and manageable Information Technology environment. These standards provide a framework within which the majority of computing needs can be met with the best possible mix of equipment, software, and support given existing resources.

Audience

This Information Systems Technology Standards Part 1 document is intended to serve as specification guidelines for the purchase of new information systems and software tools. The intended audience would be prospective vendors providing such systems or tools.

References

Information Systems' Strategic Plan

Section 4 - Information Systems' Information Technology Investment Plan

Section 5 – Information Systems' Technology Standards Part 2

Network Infrastructure and Architecture

OCTA has established a well-defined data and voice communication infrastructure known as OCTAin (OCTA Information Network). Principle equipment for OCTAin hardware is located at OCTA's main administrative office in Orange. In addition, servers, desktops, LAN/WAN, and telecommunication equipment are located at four satellite sites.

Technology Standards Concepts and Strategies

The standards of most importance to OCTA are the database platforms, operating system platforms, server, desktop and mobile computer hardware, and core network infrastructure hardware. Together, these elements form the foundation for OCTA's computing infrastructure upon which the majority of OCTA's business systems are constructed and deployed. Information Systems focuses training and maintenance investments on these foundational technologies to provide the necessary support that each requires. Most of these technologies are the more costly to skill for out of all the technologies used at OCTA. The strategy to maintain this foundation represents a balanced approach that allows for flexibility and variation in IT solutions while allowing OCTA to maintain a manageable set of core technologies and the skills required to support them.

General minimum mandatory compliance for these most important standards are indicated below in Table 1. Adherence to OCTA's computing standards will be evaluated for any IT related acquisition, hardware and software. Response to non-standard elements will be measured in the overall context of a project or initiative. OCTA understands the application of technology standards cannot always be a "cookie-cutter" exercise. Criteria such as functional-fit of a proposed solution relative to others, level of integration required, or the uniqueness or sole-solution nature of a system must be weighed against the value of maintaining standards.

In Information Systems' opinion, the standards communicated herein provide a very flexible starting point to address the majority of all computing needs while providing the best possible mix of equipment, software, stability, and support, given existing resources. Once solutions' benefits, architectures and relative value are understood, efforts can be directed at understanding what is required to bring any non-compliant portion of solutions into compliance. Then can it be decided if the benefits of doing so justify strict enforcement of stated standards versus investing in or arranging for means of support for non-standard technologies.

Information Security Practices:

In today's fast paced technology dependent environment, businesses must balance their needs to quickly deliver innovative products and services with public safety and security considerations in mind. Not only does the public demand better security for the products and services provided by OCTA, but there are also many federal, state, and industry regulations that require us to provide a certain level of protection.

The following is a brief list of the major federal, state, and industry information security regulations the manner in which the Authority approaches security:

- **Health Insurance Portability and Accountability Act (HIPAA)**
<http://www.hhs.gov/ocr/hipaa/>
- **California Senate Bill 1386 (SB1386)**
http://info.sen.ca.gov/pub/01-02/bill/sen/sb_1351-1400/sb_1386_bill_20020926_chaptered.html
- **California Assembly Bill 1950 (AB1950)**
http://info.sen.ca.gov/pub/03-04/bill/asm/ab_1901-1950/ab_1950_bill_20040929_chaptered.pdf
- **California Assembly Bill 2246 (AB2246)**
info.sen.ca.gov/pub/99-00/bill/asm/ab_2201-2250/ab_2246_bill_20000511_amended_asm.pdf
- **California Public Records Act**
<http://www.loginfo.ca.gov/cgi-bin/displaycode?section=gov&group=06001-07000&file=6250-6270>
- **Department of Homeland Security Act 2002**
http://www.dhs.gov/xabout/laws/law_regulation_rule_0011.shtm
- **Payment Card Industry – Data Security Standard 1.1**
<https://www.pcisecuritystandards.org/>

The Authority subscribes to several key information security best practices to assist us with protecting the confidentiality, integrity, and availability of our information infrastructure. The authoritative bodies, along with their publications and theories, are as follows:

- **ISO 27001 – Information Security Control Objectives**
http://www.iso.org/iso/catalogue_detail?csnumber=42103
- **ISO 15408 (Common Criteria)**
<http://www.commoncriteriaportal.org/>
- **NIST Special Publication 800-70: Security Considerations Checklists Program for IT Products**
<http://csrc.nist.gov/publications/PubsSPs.html>
- **NIST Special Publication 800-53: Recommended Security Controls for Federal Information Systems**
<http://csrc.nist.gov/publications/PubsSPs.html>
- **SANS Top-20**
<http://www.sans.org/top20/>
- **OWASP Top-10**
http://www.owasp.org/index.php/OWASP_Top_Ten_Project

To help meet the demands of our community and address our compliance requirements, the Authority recommends that prospective vendors include an explanation of the security characteristics of their products or service offerings. Furthermore, we recommend that vendors specify how their products and service offerings address and help support the Authority's commitment to a secure and compliant environment.

During times of transitions between standards, IS will make a judgment on what to specify, the retiring standard versus the new standard.

Minimum Mandatory Compliance Technologies

TABLE 1: Minimum Mandatory Compliance for Key Technologies

Category	Minimum Mandatory Compliance
Relational Database Software	• Oracle (HP-UX and Windows) (preferred) or Microsoft SQL Server • Microsoft Access (only if fully adequate for small-scale applications with scalability to support future growth).
Server Operating Systems	• Microsoft Windows Server 2005 or greater (preferred) or Hewlett-Packard HP-UX
Server-Class Computers	• Hewlett-Packard HP9000 series or HP Integrity (Itanium) class for Unix OS solutions • Hewlett-Packard Proliant (DL, ML, and Blade) for Windows OS solutions
Desktop / Workstation / Laptop Operating Systems	• Microsoft Windows XP Professional
Desktop / Workstation Computers Laptop Computers	• Hewlett Packard
Network Infrastructure Hardware	• Cisco
Publishing Applications	• Web enabled or Citrix
Anti-Virus Infrastructure	• McAfee
Software Distribution Systems	• Ecora • Microsoft SMS
Telecommunications	• Nortel
Voice E-Mail	• Nortel Call Pilot • Microsoft Exchange
Copiers	• Minolta
Server Virtualization	• VMWare • HP VPars/VM's
Storage Area Network	• Hewlett Packard /Brocade Switches • Hewlett Packard Enterprise Virtual Array
Printers	• Hewlett Packard

Application Architecture

The Authority has a guiding philosophy to purchase commercial off-the-shelf (COTS) software solutions whenever possible, and to contract third party custom development when a suitable COTS solution is not available. Multi-tier client/server or web based (using .NET) architecture is our preferred standard for COTS and for custom application development projects at the Authority.

For developing custom software applications within the OCTA infrastructure the Authority has defined certain tools and preliminary guidelines noted by tier. The guidelines are indicated per tier in Table 2 below. Any deviations from these tools and requirements must be brought to the Authority's attention and approved by the Authority before any work effort is expended.

TABLE 2: Custom Application Development Guidelines

Tier	Guidelines
1 Client	▪ Use no proprietary client-side extensions. If application access is ever extended beyond the boundaries of OCTAin, most any browser could be used and the same application experience should be achieved. ▪ Agent-less or client-less architectures are preferred. ▪ Avoid software dependencies for client-side environment variables if at all possible (reliance upon native support components residing on the client is not recommended). ▪ Refrain from using older database connectivity techniques if at all possible (e.g. ODBC, JDBC, ActiveX, etc.) ▪ Any customized or program-specific scripting needs to be fully signed (unsigned scripting is not acceptable), ▪ Refrain from using low-level DBMS (e.g. MSAccess) as opposed to SQL or a more sophisticated DBMS such as Oracle. ▪ Refrain from using Java Applets or JIT Compiler (machine code) calls that are dependent on legacy Java platforms. Any Java used should be fully compliant with current versions of Java that are available at the time the program is compiled (extra effort should be placed toward only using logic that is not scheduled for obsolescence or will be unsupported in future versions of Java). ▪ Refrain from locating or executing any business logic on the client side. Any such practice shall only be with the agreement of the Authority.
2 Application Server	▪ Perform all logic execution on the server-side ▪ Business logic ▪ ODBC/JDBC connectivity to compliant database
3 Database	▪ "Vanilla" SQL for stored procedures. ▪ Vendor is instructed to make the Authority aware of reasoning behind use of stored procedures and not proceed on such development until receiving the approval of the Authority.

End of Information Systems' Technology Standards Part 1

EXHIBIT B

COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 1-2440

This scope of work establishes an initial term with one (1) option term to provide Microsoft SharePoint services for AUTHORITY's internal intranet. An Agreement will be established on a time and expense basis for migration, design, and implementation.

Key Personnel:	Name	Classification	Job Function

Labor Rates:	INITIAL TERM	OPTION TERM
HOURLY RATE	\$	\$
ON-SITE SUPPORT	\$	\$

Key Personnel:	Name	Classification	Job Function

Labor Rates:	INITIAL TERM	OPTION TERM
HOURLY RATE	\$	\$
ON-SITE SUPPORT	\$	\$

Key Personnel:	Name	Classification	Job Function

Labor Rates:	INITIAL TERM	OPTION TERM
HOURLY RATE	\$	\$
ON-SITE SUPPORT	\$	\$

*You may use this form multiple times to propose additional staff.

All rates are "fully burden", i.e., includes direct labor costs, indirect costs, and profit.

-
1. I acknowledge receipt of RFP 1-2440 and Addenda No.(s) _____
 2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

SIGNATURE'S NAME AND TITLE _____

DATE SIGNED _____

EXHIBIT C
PROPOSED AGREEMENT

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

Names

Functions

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

1 candidate for replacement.

2 **ARTICLE 4. TERM OF AGREEMENT**

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

5 B. AUTHORITY, at its sole discretion, may elect to extend the term of this agreement up to an
6 additional two (2) years commencing , and continuing through , ("Option Term"), and thereupon require
7 FIRM to continue to provide services, and otherwise perform, in accordance with Exhibit A, entitled
8 "Scope of Work", and Article 5 "Payment."

9 C. AUTHORITY's election to extend the Agreement beyond the initial term shall not diminish its
10 right to terminate the agreement for AUTHORITY's convenience or FIRM's default as provided
11 elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extending
12 from commencement through , which period encompasses the Initial Term and Option Term.

13 **ARTICLE 5. PAYMENT**

14 A. For FIRM's full and complete performance of its obligations under this Agreement and
15 subject to the maximum cumulative payment obligation provisions set forth in Article 6, AUTHORITY
16 shall pay FIRM on a time and expense basis in accordance with the following provisions.

17 B. For full hour of labor satisfactorily performed by FIRM at the hourly labor rates as specified
18 in Exhibit B, entitled "Price Summary Sheet" which is attached to and, by this reference incorporated in
19 and made a part of this Agreement. These rates shall remain fixed for the entire term of this agreement
20 and are acknowledged to include FIRM's direct labor costs, indirect costs and profit.

21 C. AUTHORITY shall reimburse FIRM for the exact amount of the expenses, which are directly
22 incurred by its personnel, including travel expenses specified in Exhibit B, entitled "Schedule of Rates"
23 in the performance of work under this Agreement.

24 D. FIRM shall invoice AUTHORITY on a monthly basis for payments corresponding to the work
25 actually completed by FIRM. Hours of work completed shall be documented in a monthly report
26 prepared by FIRM, which shall accompany each invoice submitted by FIRM. FIRM shall also furnish

1 such other information as may be requested by AUTHORITY to substantiate the validity of an invoice.
2 At its sole discretion, AUTHORITY may decline to make full payment for any task listed in paragraph B
3 of this Article until such time as FIRM has documented to AUTHORITY's satisfaction, that FIRM has
4 fully completed all work required under the task. AUTHORITY's payment in full for any task completed
5 shall not constitute AUTHORITY's final acceptance of FIRM's work.

6 E. Invoices shall be submitted by FIRM on a monthly basis and shall be submitted in duplicate
7 to AUTHORITY's Accounts Payable office. Each invoice shall be accompanied by the monthly
8 progress report specified in paragraph D of this Article. AUTHORITY shall remit payment within thirty
9 (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the following
10 information:

- 11 1. Agreement No. C-1-2440;
- 12 2. Specify the task number for which payment is being requested;
- 13 3. The time period covered by the invoice;
- 14 4. Total monthly invoice (including project-to-date cumulative invoice amount); and
15 retention;
- 16 5. Monthly Progress Report;
- 17 6. Certification signed by the FIRM or his/her designated alternate that a) The invoice
18 is a true, complete and correct statement of reimbursable costs and progress; b) The backup
19 information included with the invoice is true, complete and correct in all material respects; c) All
20 payments due and owing to subcontractors and suppliers have been made; d) Timely payments will
21 be made to subcontractors and suppliers from the proceeds of the payments covered by the
22 certification and; e) The invoice does not include any amount which FIRM intends to withhold or retain
23 from a subcontractor or supplier unless so identified on the invoice.

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

26 /

ARTICLE 6. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and FIRM mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for FIRM's profit) shall be Dollars (\$00) which shall include all amounts payable to FIRM 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 FIRM:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Donald Herrera, Buyer

(714) 560 - 5644

Email: dherrera@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

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

ARTICLE 9. INSURANCE

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

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

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

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

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

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

B. Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement with the AUTHORITY, its officers, directors, employees and agents designated as additional insured on the general and automobile liability. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.

C. FIRM shall include on the face of the Certificate of Insurance the Agreement Number C-1-2440; and, the Buyer's Name, Donald Herrera, Buyer.

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

ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP ;(3)

FIRM's proposal dated ; (4) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 11. CHANGES

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

ARTICLE 12. DISPUTES

A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by AUTHORITY's Director, Contracts Administration and Materials Management (Camm), who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to FIRM. The decision of the Director, Camm, shall be final and conclusive.

B. The provisions of this Article shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, FIRM shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

C. Pending final decision of a dispute hereunder, FIRM shall proceed diligently with the performance of this Agreement and in accordance with the decision of AUTHORITY's Director, Camm. This Disputes clause does not preclude consideration of questions of law in connection with decisions

provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any AUTHORITY official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

ARTICLE 13. TERMINATION

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

B. AUTHORITY may terminate this Agreement for FIRM's default if a federal or state proceeding for the relief of debtors is undertaken by or against FIRM, or if FIRM makes an assignment for the benefit of creditors, or if FIRM breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by AUTHORITY. FIRM shall be liable for all reasonable costs incurred by AUTHORITY as a result of such default including, but not limited to, reprocurement costs of the same or similar services defaulted by FIRM under this Agreement.

ARTICLE 14. INDEMNIFICATION

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

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by FIRM either voluntarily or by operation of law, nor may all or any part of this Agreement be

subcontracted by FIRM, without the prior written consent of AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve FIRM of its obligations to comply fully with all terms and conditions of this Agreement.

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

<u>Subcontractor Name/Addresses</u>	<u>Subcontractor Amounts</u>
	.00
	.00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

ARTICLE 17. CONFLICT OF INTEREST

FIRM agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the FIRM is unable, or potentially unable to render impartial assistance or advice to the Authority; FIRM's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the FIRM

1 has an unfair competitive advantage. FIRM is obligated to fully disclose to the AUTHORITY in
2 writing Conflict of Interest issues as soon as they are known to the FIRM. All disclosures must be
3 submitted in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure
4 requirement is for the entire term of this Agreement.

5 **ARTICLE 18. CODE OF CONDUCT**

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

9 **ARTICLE 19. FEDERAL, STATE AND LOCAL LAWS**

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

13 **ARTICLE 20. EQUAL EMPLOYMENT OPPORTUNITY**

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

21 **ARTICLE 21. PROHIBITED INTERESTS**

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

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

26 A. The originals of all letters, documents, reports and other products and data produced under

1 this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made
2 for FIRM's records but shall not be furnished to others without written authorization from AUTHORITY.
3 Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be
4 retained by AUTHORITY.

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

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

19 **ARTICLE 23. PATENT AND COPYRIGHT INFRINGEMENT**

20 A. In lieu of any other warranty by AUTHORITY or FIRM against patent or copyright
21 infringement, statutory or otherwise, it is agreed that FIRM shall defend at its expense any claim or suit
22 against AUTHORITY on account of any allegation that any item furnished under this Agreement or the
23 normal use or sale thereof arising out of the performance of this Agreement, infringes upon any
24 presently existing U. S. letters patent or copyright and FIRM shall pay all costs and damages finally
25 awarded in any such suit or claim, provided that FIRM is promptly notified in writing of the suit or claim
26 and given authority, information and assistance at FIRM's expense for the defense of same. However,

FIRM will not indemnify AUTHORITY if the suit or claim results from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by FIRM when such use in combination infringes upon an existing U.S. letters patent or copyright.

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

ARTICLE 24. FINISHED AND PRELIMINARY DATA

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

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

ARTICLE 25. FORCE MAJEURE

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

This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-1-2440 to be executed on the date first above written.

FIRM

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____

By _____

Carolina Coppolo
Manager, Contracts and Procurement

APPROVED AS TO FORM:

By _____

Kennard R. Smart, Jr.
General Counsel

EXHIBIT D

FORMS

Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact name:	Phone:
Project award date:	Original Contract Value:
Term of Contract:	
1) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	

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 _____
 Title _____

_____ Date

LEVEL 1 SAFETY SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Consultants, its sub-tier Consultants, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) policies, 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 Consultants or its sub-tier contractors may be cause for termination of scope, contracts, 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 the course of this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted for all Consultant personnel, sub-tier Consultants, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Consultant shall ensure that all Consultant vehicles, including those of its sub-tier Consultants, 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 Consultant is encouraged to exceed minimum requirements. When the Consultant safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of public and workers.

1.2 HAZARD COMMUNICATION

- A. Consultant shall comply with CCR Title 8, Section 5194, Hazard Communication Standard. Prior to use on Authority property and/or project work areas Consultant shall provide the Authority Project Manager copies of MSDS for all chemical products used if any.

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

1.3 ACCIDENT INVESTIGATION

- A. The Authority shall be promptly notified of any damage to the Authority's property, or incidents involving third party property damage, or reportable and/or recordable injuries (as defined by the U. S. Occupational Safety and Health Administration) to Authority employees and agents; Contractor, vendor employees or visitors and members of the general public that occurs or arises from the performance of Authority contract work. A comprehensive investigation and written report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- B. A serious injury or incident may require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within 7 calendar days of the incident. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors leading to the incident, a root cause analysis, and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

1.4 PERSONAL PROTECTIVE EQUIPMENT

- A. The Consultant, its sub-tier Consultants, suppliers, and employees are required to comply with the Authority's personal protective equipment (PPE) policy while performing work at any Authority facility, i.e. eye protection policy, hearing protection policy, head protection, safety vests, work shoe policy.
- B. The Consultant, its sub-tier Consultants, 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. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

END OF SECTION