

**DRAFT REQUEST FOR PROPOSALS (RFP) 5-4117**

# **BUS STOP ELECTRONIC SIGNAGE EXPANSION PROJECT**



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

## **Key RFP Dates**

<b>Issue Date:</b>	<b>July 14, 2025</b>
<b>Pre-Proposal Conference Date:</b>	<b>July 23, 2025</b>
<b>Question Submittal Date:</b>	<b>July 29, 2025</b>
<b>Proposal Submittal Date:</b>	<b>August 12, 2025</b>
<b>Interview Date:</b>	<b>September 3, 2025</b>

**FUNDED BY THE REGIONAL EARLY ACTION  
PLANNING GRANTS OF 2021 (REAP 2.0) AND  
SHORT TERM INCENTIVE PLAN (STIP) GRANT**

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July 14, 2025

**NOTICE OF REQUEST FOR PROPOSALS**

**(RFP): 5-4117: "BUS STOP ELECTRONIC SIGNAGE EXPANSION PROJECT"**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to develop and implement electronic signage (eSignage) devices at OCTA bus stops to provide real-time route information, additional messaging, and images. The budget for this project is \$3,065,000 for a five (5)-year term.

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

**Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of 2:00 p.m. on August 12, 2025. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select "**RFP 5-4117**" from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

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

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

To receive all further information regarding this RFP 5-4117, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Computer: Hardware & Software	Enterprise Asset Management (EAM) Software Graphic Design and Desktop Publishing Software Hardware Components & Accessories Operating Systems and Network Software Software Development Tool Software Transit Demand Management Software
Construction	Traffic Control Devices
Professional Services	Transportation Network Providers Transportation Service Providers

A pre-proposal conference will be held both on-site/in-person and via teleconference on July 23, 2025, at 1:30 p.m.

For prospective Offerors who wish to join on-site/in-person, the pre-proposal conference will be held at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 07.

Prospective Offerors may join or call-in using the following credentials:

- [Join the meeting now](#)
- OR Call-in Number: 916-550-9867
- Conference ID: 989290159#

An on-site/in-person conference will not be held. A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established September 3, 2025, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

**SECTION I: INSTRUCTIONS TO OFFERORS**

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

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

A pre-proposal conference will be held both on-site/in-person and via teleconference on July 23, 2025, at 1:30 p.m.

For prospective Offerors who wish to join on-site/in-person, the pre-proposal conference will be held at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 07.

Prospective Offerors may join or call-in using the following credentials:

- [Join the meeting now](#)
- Call-in Number: 916-550-9867
- Conference ID: 989290159#

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

### **B. EXAMINATION OF PROPOSAL DOCUMENTS**

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

### **C. ADDENDA**

The Authority reserves the right to revise the RFP documents. Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

### **D. AUTHORITY CONTACT**

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

Gina Torres, Senior Contract Administrator  
Contracts Administration and Materials Management Department  
Phone: 714.560.5566, Fax: 888.404.6282  
Email: gtorres@octa.net

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

## **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 received via e-mail at gtorres@octa.net no later than 2:00 p.m., on July 29, 2025.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 5-4117" in the subject line of the e-mail. The Authority is not responsible for failure to respond to a request that has not been labeled as such.

### **3. Authority Responses**

Responses from the Authority will be posted on CAMM NET, no later than August 5, 2025. Offerors may download responses from CAMM NET at <https://cammmnet.octa.net>, or request responses be sent via email.

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

Category:

Computer: Hardware &  
Software

Commodity:

Enterprise Asset Management  
(EAM) Software



	Graphic Design and Desktop Publishing Software Hardware Components & Accessories Operating Systems and Network Software Software Development Tool Software Transit Demand Management Software Traffic Control Devices Transportation Network Providers Transportation Service Providers
Construction Professional Services	

Inquiries received after 2:00 p.m. on July 29, 2025 will not be responded to.

## F. SUBMISSION OF PROPOSALS

### 1. Date and Time

**Proposals must be submitted, electronically**, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on August 12, 2025. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select “**RFP 5-4117**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

### 2. Acceptance of Proposals

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

representations that any contract will be awarded to any Offeror responding to this RFP.

- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

**G. PRE-CONTRACTUAL EXPENSES**

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

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

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

**H. JOINT OFFERS**

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

**I. TAXES**

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

**J. PROTEST PROCEDURES**

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

**K. CONTRACT TYPE**

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying firm-fixed prices for individual tasks specified in the Scope of Work, included in this RFP as Exhibit A. The Agreement will have a five (5)-year term.

**L. CONFLICT OF INTEREST**

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

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

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

**M. CODE OF CONDUCT**

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

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

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California Public Records Act, Government Code sections 7920.000 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring

disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

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

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

**O. STATEMENT OF ECONOMIC INTERESTS**

The awarded Offeror (including designated employees and subconsultants) may be required to file Statements of Economic Interests (Form 700) in accordance with the Political Reform Act (Government Code section 81000 et seq.). This applies to individuals who make, participate in making, or act in a staff capacity for making governmental decisions. The AUTHORITY determines which individuals are required to file a Form 700, and if such determination is made, the individuals must file Form 700s with the AUTHORITY's Clerk of the Board no later than 30 days after the execution of the Agreement, annually thereafter for the duration of the Agreement, and within 30 days of termination of the Agreement.

**SECTION II: PROPOSAL CONTENT**

## **SECTION II. PROPOSAL CONTENT**

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

#### **1. Format**

Proposals should be typed with a standard 12-point font, double-spaced. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

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

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

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

#### **3. Technical Proposal**

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

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

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

Offeror to:

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

**b. Proposed Staffing and Project Organization**

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

Offeror to:

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

**c. Work Plan**

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

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Furnish a project schedule for completing the tasks in terms of elapsed weeks.
- (4) Identify methods that Offeror will use to ensure quality control, as well as budget and schedule control for the project.



- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.
- (7) Provide in the “Work Plan” section of its proposal a TSD narrative section highlighting the proposed technical solution for OCTA.
- (8) Provide a schedule identifying all phases and the high-level tasks in sufficient detail.

**d. Exceptions/Deviations**

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

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

and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

#### 4. **Cost and Price Proposal**

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

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

#### 5. **Appendices**

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

### B. **FORMS**

#### 1. **Campaign Contribution Disclosure Form**

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

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

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

Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal.

Offeror is required to report any campaign contributions made by the prime contractor, subconsultants, lobbyists and agents after the proposal submittal date, and up to the anticipated Board of Directors selection. The

offeror shall use the campaign contribution form for any additional reporting. The forms must be submitted at least 15 calendar days prior to the Board Committee date on Finance and Administration and sent via e-mail to the Contract Administrator.

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

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

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

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

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

**SECTION III: EVALUATION AND AWARD**

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

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

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

- 1. Qualifications of the Firm 20%**

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

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

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

Reasonableness of the total price, as well as the individual tasks; competitiveness with other offers received; adequacy of data in support of figures quoted.

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

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established September 3, 2025, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion.

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

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

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

## **C. AWARD**

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

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

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

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

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

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

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

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

**EXHIBIT A: SCOPE OF WORK**



**SCOPE OF WORK**  
**BUS STOP ELECTRONIC SIGNAGE EXPANSION PROJECT**

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2.	PROJECT GOALS / OBJECTIVES AND HIGH-LEVEL PROJECT SCOPE .....	3
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## **1. BACKGROUND**

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

In 2022, OCTA implemented twenty-six (26) electronic signage (E-Signage) devices at twenty-six (26) Rapid 553 bus stops. These devices provide near-real-time arrival and departure times and emergency or marketing information. They are powered by a solar battery, mounted on free-standing poles, are American Disability Act (ADA) compliant, managed via a hosted Content Management System (CMS) application and receives updates via cellular services. The awarded contract was for five (5) years with an end date of May 24, 2027. With positive feedback from OCTA's riders, additional funds have been secured to expand E-Signage devices along heavily travel bus routes and will be implemented in the following three (3) different phases.

Phase 1 will consist of deploying thirty-nine (39) new devices along McFadden Avenue in the City of Santa Ana. This phase is fully funded through the Regional Early Action Planning (REAP) Grants of 2021 in the amount of \$565,500. In accordance with the grant requirements, all work must be completed and invoiced no later than June 20, 2026.

The project is funded by the California Transportation Commission Active Transportation Program and Regional Early Action Planning Grants of 2021 (REAP 2.0) administered by the Southern California Association of Governments (SCAG). Consultant proposals and supporting documents for the project contract may be subject to audit or review by the California Department of Transportation (Caltrans) or SCAG.

Phase 2 will consist of deploying up to ninety-nine (99) new devices at existing OCTA bus stops across several cities, including, but not limited to the cities of Stanton, Westminster, Anaheim, Fullerton, Buena Park, Santa Ana, and Garden Grove. OCTA has secured \$2.5 million in State Transportation Improvement Program (STIP) funds to support the expansion of the E-Signage devices. This phase is anticipated to begin following the completion of Phase 1, though concurrent implementation may occur, provided that Phase 1 remains unaffected.

Phase 3 will consist of deploying twenty-six (26) new devices to replace the existing twenty-six (26) Papercast devices currently installed along the Rapid 553 bus stops. The replacement effort will also be funded through the \$2.5 million in STIP funds. Implementation of this phase is scheduled to begin after the current contract with Urban Solar concludes on May 24, 2027.

These devices will receive real-time route-specific arrival information such as route details and estimated time of arrival (ETA), as well as additional non-route-specific information. The devices are expected to be mounted into either existing bus shelters or a stand-alone pole. In addition, the devices should allow for both day and night-time view and have either a solar-powered or non-rechargeable battery source. Each stop where these devices are/will be located includes downward lighting for night visibility and cellular service. OCTA will have five (5) administrators with full read-

write access to the Content Management Software as a Service (SaaS) System who could be accessing the system concurrently.

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

OCTA is undertaking multiple initiatives as part of this project, including the procurement of E-Signage devices to display essential transit information to the public. These devices will be designed to withstand vandalism and harsh weather conditions while ensuring compliance with the American with Disabilities Act (ADA) standards. The project involves replacing existing E-Signage devices, installing new E-Signage devices at designated locations, and implementing new SaaS-based device management software. This software will enable OCTA to monitor devices' health in real-time, receive alerts for system issues, and manage public messaging efficiently. Additionally, the software will integrate with General Transit Feed Specification (GTFS), ensuring the display of real-time route and schedule updates for improved passenger communication. A high-level project requirement is summarized below.

### **Administration & Notifications/Messaging**

- Provide near real-time passenger updates.
- Allow administrators to schedule and send messages remotely.
- Implement fallback messages for offline devices.

### **Device Management**

- Enable system users to monitor device health and connectivity.
- Generate reports on device lifecycle, including installation, maintenance, and replacement.
- Automate alerts for vandalism, system failures, and connectivity issues.
- Ability to reboot devices remotely for devices that are offline.

### **Reporting & Analytics**

- Develop a dashboard with graphical views of device performance.
- Allow data exports in multiple formats (XLS, CSV, PDF).
- Implement analytics for route usage and system health.

### **Customer & Route/Schedule**

- Display real-time arrival and route information.
- Provide ADA-compliant text-to-speech functionalities.
- Support high-contrast and large-text displays for accessibility.

### **Security & Specifications/ADA Compliance**

- Ensure devices meet ADA height and visibility requirements.
- Implement tamper-proof and weather-resistant enclosures.
- Offer multi-mounting solutions for different installation needs.

### **Integration & Data Exchange**

- Connect with GTFS for live bus tracking and scheduling.
- Provide seamless data flow between the signage system and transit management software.
- Ensure automatic updates for schedule changes and detours.

### **Device Deployment**

- Installation, replacement, and maintenance of E-Signage devices, including power source, cellular and mounting hardware.
- Compliance with accessibility and security standards.

### **Software & Data Management**

- Real-time updates via GTFS integration.
- Remote monitoring and device health tracking.

### **User Engagement & Communication**

- Passenger-focused UI/UX improvements.
- Multi-platform accessibility, including mobile device compatibility.

### **Security & Durability Enhancements**

- Vandal-resistant and weatherproof hardware.
- Mounting options to prevent theft and damage.

### **Power & Energy Solutions**

- Solar-powered devices for remote locations.
- Hard-wired and battery-powered alternatives.

### **Surface Transportation Assistance Compliance**

- Solution meets Section 165 of the Surface Transportation Assistance (Buy America) Act

## **3. OCTA RESOURCES**

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

- A Project Steering Committee consisting of the Project Sponsors, and major stakeholders which will meet as needed (at a minimum, quarterly) to monitor progress and make any project decisions and course corrections that are needed.
- A Leadership Team consisting of Business Owners, including the Human Resources, Payroll, and Information Systems (IS) departments which will meet regularly (every 2-4 weeks) to drive efforts, address issues.
- An OCTA Information Systems (IS) Project Manager (PM).
- Technical lead(s), who will be available as needed. The technical lead(s) will assist with technical efforts, such as: network configuration, security, databases.
- An Application Analyst (AA) / Business Analyst (BA) and functional experts will be available as needed, based on the project schedule, at the request of the OCTA PM.
- One (1) or more power users from each department will be available as needed. They will assist with application use-case questions and testing.
- System users will be available during certain testing periods. All users of the system will participate, provided they have received proper training.
- OCTA recognizes Mondays and Fridays as Flex-days. Meetings with OCTA staff shall be avoided on those days.
- There are no OCTA resources who will be 100% allocated to this project.

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

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

- Project Management and Documentation – The various administrative efforts and documentation to implement this system / project.
- Electronic device, power supply, mounting and anti-vandalism hardware.
- Hosted Application Software – The latest software version, including any related application software or modules required.
- Annual Maintenance – The annual maintenance for five (5) years for all software that are being licensed to be implemented as each of the three (3) phases is kicked-off.
- Provision, Install, Configure, Test, and Deploy the software and hardware – The services required to install, set-up and configure all software and hardware products.
- Software Interfaces and Reports – All electronic interfaces between the new system and OCTA's existing application systems (GTFS), as well as the required reports as defined in the Business Requirements.
- Training – Training for OCTA resources.

#### **5. CONSULTANT TEAM**

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

- Consultant's resources shall accept the condition that scheduling flexibility is required since OCTA's IS activities are driven by a combination of internal and external dependencies.
- Consultant's resources shall work closely with OCTA PM to plan the expected work for each reporting/billing period. All project work shall be coordinated through the OCTA PM.
- Consultant may use offshore resources where appropriate; however, the OCTA PM shall be aware and approve of the use of offshore resources. Consultant assumes full responsibility for the quality of the resultant deliverables and the timeliness of their delivery.
- Consultant's personnel assigned to work on OCTA projects are responsible for the proper care of OCTA's facilities and equipment made available to them throughout the term of the contract.
- All resources participating on Consultant's project team shall have sufficient comprehension of the English language to read, write, speak, and understand all job-related directions and discussions.
- All communication shall be in English, including verbal and written.
- Verbal and written communication shall be grammatically correct at a university grade-level.
- Consultant's resources shall be available from 8:00am to 5:00pm (Pacific Time), Mondays through Fridays, and on all U.S. working days.
- OCTA resources work a "flex schedule" (9/80 work week). As a result, Consultant shall plan to not conduct meetings with OCTA resources on Mondays or Fridays.
- Consultant shall provide all phone and desktop-sharing conference-calling dial-in numbers and Uniform Resource Locators (URLs).
- Consultant's resources shall respond to voicemail, email, and text messages within a reasonable amount of time, but under no circumstances shall the amount of time exceed two (2) business days. If a deadline or 'respond by' date/time is indicated in a communication by OCTA, it will be expected to be met unless it is considered unreasonable by Consultant.

If so, Consultant shall immediately notify OCTA and provide a reasonable deadline that would need to be approved by OCTA.

## 6. FUNCTIONAL REQUIREMENTS AND NON-FUNCTIONAL REQUIREMENTS

Refer to the attached **Business Requirements – E-Signage for Bus Stops Phase 2.0.xlsx (Attachment A)**.

## 7. TOPOLOGY ATTACHMENT B

The following business process flows have been documented to describe the current and future state of system connectivity. Please refer to the attached **E-Signage Topology.pdf**.

## 8. CONTRACT TASKS AND DELIVERABLES

The following tasks correspond to contractual payment schedule. Each phase of the project will include all tasks.

### Task 1 – Project Planning and Management

- Consultant shall designate a PM, who shall be the single point of contact for Consultant.
- The following administrative project documentation, deliverables, and actions (listed below) shall be produced, maintained, and made available by Consultant each week for OCTA to ensure accuracy and completeness.
- Adequate time shall be allotted within the schedule for: OCTA's review of project documentation, revisions to be made by Consultant, and final approval by OCTA (including potentially the Project Sponsors, and Project Owners, when applicable) prior to the deadline of each document and deliverable. Upon approval, work will be authorized.

### Project Schedule

- OCTA preference is to use Microsoft (MS) Project 2019. The schedule shall identify all tasks in sufficient detail (durations for each detailed task will not be greater than five (5) business days, unless approved by the OCTA PM). Tasks shall be grouped by project phase, and shall include all the relevant deliverables, and project milestones. The tasks shall identify Resources (and Owners if applicable), Start- and End-Dates, Duration of tasks, and Predecessor relationships (whenever applicable). The schedule shall indicate the tasks for which OCTA is responsible.
- The project schedule shall need to incorporate OCTA-specified modifications, including duration and start-date modifications, as necessary, to align with their regular work-day activities, business cycles, holidays, and other work-day constraints for specific OCTA personnel who will be assigned to work on this project.
- The initial draft project schedule shall be submitted to OCTA with the Project Proposal. The project schedule may be further revised during the initial Planning phase, which shall include insertion of OCTA-specific tasks. Then, toward the end of the Design phase, the final project schedule will be approved by OCTA and then baselined to permit identification of future modifications to the schedule. The project schedule shall be updated weekly by Consultant's PM to accurately identify percent (%) physical work complete, or % effort complete (whichever is applicable).



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

### **Roles and Responsibilities (R&R) Matrix**

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

### **Change Orders**

- If there are any modifications to scope, resources, budget, or schedule, Consultant is required to submit those requests and obtain approval from OCTA in advance of the work being initiated. The Change Orders shall reflect all additions, deletions, or modifications. Consultant shall provide a detailed report for each required change including the issue number (#), title, date identified, description, alternatives, recommended alternative and impacts to schedule, budget, and resource for the recommended alternative.

### **Issues, Risks, Action Items, Bugs, Future Enhancements Log (aka Item Log)**

- The log shall include item Type, Title, Date Opened, Date Updated, ETA, Opened By, Priority, Description, Assigned To, Status, Comments (updated weekly / date-stamped), and Date Closed. Risks shall be quantified (Occurrence: probability / impact; Control: effective / efficient) in a Risk Assessment. The OCTA MantisHub application (preferred) or similar issues-tracking software must be used, unless pre-approved by the OCTA PM. If another system is approved to be utilized, the OCTA team must be provided with read/write access to Consultant’s application. NOTE: A similar Item Log shall be maintained by the Consultant, and shall be accessible to OCTA, during post-implementation for system item-logging management purposes.

### **Project Status Reports**

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

- *Overall Project Status* (**Green**, **Yellow**, **Red**). **Green** = project is on-track with schedule, budget, scope and/or resources, no major issues; no minor issues that will not be resolved in short-term; nothing to escalate. **Yellow** = project is at risk of slippage with one or more area of schedule, budget, scope, and/or resources; deviation could be 10 to 20% of plan; the project team has plan to correct the deviation. **Red** = project is slipping in one or more areas of schedule, budget, scope, and/or resources; management assistance is needed to re-set project.
- *Trend* (Steady, Improving, Degrading). The Trend is a forecast of the probable change in Status within the upcoming one (1) to two (2) weeks.
- *Tasks Completed* during the reporting period.
- *Tasks In-Progress*.
- *Next Steps / Work Planned* for the next reporting period including, but not limited to, those identified per the baseline project plan.
- *Resources* utilized since the previous Status Report, or those Resources needed during the next reporting period.
- *Project Issues*, including description, viable solution(s), owner, deadline, impact if not addressed by the deadline.
- Identification of *Short-Term Risks*, thirty (30) days or less that affects the project's progress, deliverables, or milestones. The risks shall be noted,
- potential solution(s) identified, action required for resolution, and estimated duration of solution.
- Identification of *Long-Term Risks*, sixty (60) days or more that affects the project's progress, deliverables, or milestones. The risk shall be noted, potential solution(s) identified, and action required for resolution, and duration required.

### Project Meetings

- Consultant's project team shall co-lead the **Kick-Off meeting** with OCTA's PM. This shall be scheduled to occur after the signing of the contract and the acceptance of the project schedule.
- All Consultant's identified team members or their alternates are required to attend the meeting, unless approved by the OCTA PM. Consultant's PM shall discuss the project approach (describing how the project will be successfully completed, and the implementation approach), the project's goals and objectives, scope, out-of-scope items, work plan, timeline, and team member roles and responsibilities during the meeting, and allow time for questions.
- Consultant's PM shall co-lead the ongoing **Project Meetings**, including the **Kick-Off Meeting**, and **Status Meetings** with OCTA's PM. The meetings shall be held at OCTA's facility in Orange, CA, but Consultant's team may attend the meeting by tele-conference. The purpose of the meetings shall be to review project status, project schedule, Item Log, resolution of issues, assess risk, determine corrective action as required, and to discuss future efforts. At a minimum, meetings with the OCTA's project team shall occur once every month to discuss project progress. Project Status Meetings with Key Stakeholders and Management shall occur at least every two (2) months, as deemed necessary by the OCTA PM. Attendance will be taken at each meeting. **Ongoing (working) Meetings** shall primarily be led by Consultant PM, or Consultant Leads throughout the course of the project lifecycle.



- **Meeting Agendas.** The content shall include a list of Topics, Start- and End-time for each Topic, Presenter, Follow-Up Items from previous meetings.
- **Meeting Minutes.** The content shall include a summary of the discussion, Decisions, and Action Items. Minutes shall be distributed after the meeting to the meeting attendees (within one (1) business day).
- **Ancillary Project Deliverables.** Detailed examples of any project-specific deliverables that shall be produced by Consultant during the project engagement shall be provided to OCTA in advance of the start of project to permit OCTA adequate time to assess the reasonableness of the content and approve the format and proposed content.
- **Documentation Repository.** OCTA shall establish a MS Teams or MS SharePoint site for the project, to which Consultant shall have access. All 'master' versions of documentation shall be posted to this site by Consultant. The documents shall be 'checked-out, and -in' to provide control, versioning, and collaboration during the process of drafting the documentation. The project documentation must always be maintained within the Repository.
- All **Deliverables / Documentation** must be submitted to OCTA in digital formats that are compatible with the OCTA MS Office suite, or as approved by the OCTA PM.

### Objectives

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

### Deliverables

- Project Schedule
- Roles and Responsibilities Matrix
- Change Orders
- Item Log
- Project Status Reports
- Kick Off Meeting
- Various Meetings
- Meeting Agendas
- Meeting Minutes
- Ancillary Project Deliverables
- Documentation Repository
- Documentation Formats

### Task 2 – Requirements Gathering

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

- Business Analysis Joint Application Development (JAD) sessions shall be conducted to gather the **Requirements Documentation**. This includes both the functional and the non-functional requirements. The JAD session must ensure consensus from cross-

functional teams (business, technical and testing teams) by documenting complete, non-redundant, prioritized, and valid features, functions, and requirements. The requirements shall describe the problem, business case, process, and procedures (input, process, output), data model, and any other pertinent information. The ultimate deliverable shall provide the business solution that will be used for the Build/ Configuration, and by the Test Team. The OCTA Business and Technical teams must approve the final Requirements deliverable.

### **Objectives**

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

### **Deliverables**

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

### **Task 3 – Design**

Design reviews shall be conducted during the Design Phase to evaluate progress, as well as to evaluate the technical adequacy of the design and conformance with performance, usability, and OCTA technical standards. Consultant shall submit a design review package that includes the design and other information required for the review, including an architecture topology diagram, data flow diagram, hardware, and software versions, network, and security diagrams. Benefits to using AI and how the solution has solved specific business or operational inefficiencies using AI.

Unless Consultant proposes an alternate approach, which is acceptable to OCTA, design review shall include the following:

- Hardware Design Review
- Software Design Review
- Implementation Design Review

The primary objectives of the Design Review shall be to acquaint OCTA with Consultant's intended design and procurement activities, resolve external interfaces. At a minimum, the Design Review shall accomplish the following:

- Confirm Consultant's management team and the scope of supply of sub-suppliers.
- Provide narrative descriptions of the major subsystems proposed by Consultant.
- Identify information needs and decisions required from the agency.

- Confirm that Consultant is familiar with the intended operations and maintenance environment.
- Provide block diagrams showing functionality and interfaces between System Components and elements, such as OCTA's' GTFP feed, which are not to be provided by Consultant but affect the system provided by Consultant.
- Review the solution design, including block diagrams and features.
- Review artificial intelligence (AI) capabilities with full descriptions of how the solution incorporates AI technology. Details should include learning models, diagrams, legal/ethical considerations, integration(s), deployment, data sources, data handling, data security/privacy, data ownership and explainability (decision making) features.
- Consultant's staff shall work closely with OCTA to accurately complete the application implementation and configuration, as well as all related services. Consultant shall also answer questions posed during the application implementation process. All decisions shall be documented.

**Security:**

- Consultant's technical staff shall work with OCTA's security and project team to review security requirements in the new hosted environment.
- Where necessary, Consultant's technical staff shall assist in evaluating consultant architecture and configuration as related to security and access.
- The website must be using https.

**Objectives**

- Perform necessary documentation on how solution will be configured/set up and implemented.
- Answer and document application set up questions during the application implementation process.

**Deliverables**

- A comprehensive Security Plan, which is easily implemented via standard security tools, and which requires minimal maintenance to maintain OCTA's desired level of security.
- Final Design Documentation that includes all implementation and configuration

**Task 4 – Configure**

Consultant shall configure the solution to ensure compatibility with the system requirements. Changes shall be documented and reviewed with OCTA.

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

**Objectives**

- Perform necessary solution configurations.
- Fully configure and installed operational solution in a test environment.
- Create all identified data interfaces and reports.

## **Deliverables**

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

## **Task 5 – Test**

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

### **Test Plan**

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

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

### **Test Cases**

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

### **User Acceptance Testing (UAT)**

OCTA will conduct UAT of all system functionality. The duration of UAT may be determined by a specific project. Consultant shall be responsible for supporting the UAT efforts, including:

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

## **Objectives**

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

- All planned testing is completed successfully.

#### **Deliverables**

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

#### **Task 6 – Train**

Consultant shall develop a Training Plan for the entire project. The Training Plan shall include the following information: who is conducting and attending the training, what the training will include, when and where the training will be conducted, the purpose of the test (why), and how the training will be conducted.

- Describe the mediums that will be used (videos, manuals, classes, etc.).
- Training Documentation shall be provided that is comprehensive of the system features and functionality for specific use by OCTA Users in OCTA environment. Detailed manuals, outlines, lesson plans, shall be submitted for approval. Instruction shall be designed to be comprehensive of the equipment, and the system features and functionality. The documentation shall be provided in both digital and print format. These manuals shall describe and explain all features and functions of the application, how to use the application, and some common troubleshooting techniques. This training shall include video tutorials, and training Quick Reference Guides.
- Consultant shall be required to provide training for IT (technical training), and System Administration.
- Training will be conducted in person at OCTA's administrative offices in Orange, CA. Other methods will require OCTA approval.
- Consultant shall provide ample in-class training time to ensure the trainees are fully confident and competent to be able to perform their job duties.

#### **Objectives**

- Ensure that OCTA project team and the system administrators understand how to manage, maintain, use, and support all technology components involved in consultant's solution.
- Provide training to OCTA project team on how to use system features and functionality.

#### **Deliverables**

- Training Plan that denotes the people providing the training, and the resources attending the training, the objectives and expectations of the training, the content that shall be provided, schedule and location, and the purpose of the training.
- Training Documentation, including Quick Reference Guide, manuals, outlines, lesson plans, etc., either paper or digital, for each training session.

## Task 7 – Deploy

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

### Go-Live Assessment

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

#### Objectives

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

#### Deliverables

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

### Go-Live Plan

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

- Consultant and OCTA PM shall work with the project teams to draft an appropriate **Schedule** that includes the following: tasks, durations, resources, start- and end-times, status reporting, and production **Validation Tests** (to ensure the deployment was completed successfully). This shall be included within the Implementation Plan.
- A **Deployment Checklist** must be documented to ensure all changes are moved to production accurately and completely.
- A **Support Plan** must be documented that will include support before, during, and post-production deployment.
- OCTA requires that all changes to the Production environment must be approved by the project sponsor, business owner and OCTA PM.

#### Objectives

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

### **Deliverables**

- Approved Implementation (Deployment) Plan.
- Go-Live Schedule.
- Deployment Checklist.
- Production Validation Tests.
- Go-Live Support Plan.
- Approved Change Control.

### **Go-Live / Deployment**

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

### **Objectives**

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

### **Deliverables**

- Production environment solution installed and configured addressing all listed requirements including identified interfaces, hardware integration and identified reporting.

### **Final Acceptance**

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

### **Objectives**

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

### **Deliverables**

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

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

OCTA expects Consultant to provide system warranty. Following system acceptance of the application, Consultant shall warranty their work to conform to requirements set forth in this



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

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

### **Objectives**

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

### **Deliverables**

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

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

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

### **Consultant Experience.**

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

- Technical Solution Design (TSD) Narrative.
  - Consultant shall include in the "Work Plan" section of its proposal a TSD narrative section highlighting the proposed technical solution for OCTA.
  - This narrative shall include a description of the technical architecture and the justification for their proposed approach. This shall include hardware and/or cloud



hosting environments topology, including network and security components, all third-party software, and integration solutions for disparate components.

**Proposed Project Schedule.**

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

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

**Roles and Responsibilities Matrix.**

- Provide the number of resources, and their respective roles.
- Provide an organization chart (Org Chart) that reflects to whom the project personnel report.

**NOTE: Please use the ATTACHMENT A Microsoft Excel spreadsheet that is included in this RFP package to answer the questions on the following tabs:**

- ALL VENDORS – Table (Columns B & C)
- Functional Requirements (Columns P – U)
- Non-Functional Requirements (Columns F – K)

**Instructions, Device Locations, User, Reports, Integrations, Data Exchange, and SLA tabs are additional information.**

**ATTACHMENT A: BUSINESS REQUIREMENTS**

**LIMITATION ON GOVERNMENTAL DECISIONS**

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



## RFP 5-4117 E-Signage for Bus Stop Expansion Requirements List - Instructions

The ALL VENDORS - Tables, Functional Requirements and Non-Functional Requirements sheets should be completed / filled out by the Vendor.  
The additional sheets within this Excel file (Location Demographics, Users, Reports and Integrations\_Data Exchange) are provided as supplementary information.

**Column Color Codes**

To be filled out by OCTA
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To be filled out by Vendor
----------------------------

**ALL VENDORS - Tables sheet**

Vendor Response (Y, N, E)	Description
Y	Yes, the vendor can fully meet the requirements.
N	No, the vendor cannot fully meet the requirements.
E	The vendor has an Exception to the requirement. The vendor shall provide a detailed explanation of what the Vendor can or cannot do. Vendor can use (Exhibit F, Exceptions and Deviations Form), if the complete description of the Exception does not fit in the cell provided.

**Functional Requirements and Non-Functional  
Requirements sheets**

OCTA's Priority	Description
1 - Required	Require is a must of the vendor's solution.
2 - Preferred / Nice to Have	Require is a nice-to-have but not a must of the vendor's solution.

Proposed Solution's Capabilities	Description
Yes	Available with current version of software.
Future Enhancement	Approved on product roadmap, timeframe is published.
Not Available	Not currently on the product roadmap.

Method to Implement	Description
OOTB with configurations.	The solution has "Out-of-the-box" capabilities and only require configuration to meet the requirements.
Software customization.	The solution would require additional customization of the software to meet the requirements.
3rd party software.	The solution would require additional customization of the software to meet the requirements.
Software customization and 3rd party software.	The solution would require both additional customization of the software and a 3rd party software to meet the requirements.
Not available.	The solution cannot meet the requirements and there are no plans to support this requirement.

**Functional Requirements sheet**

Category / Department
Scheduling and Bus Operations
Marketing
Non-functional / Technical
Functional

TECHNICAL AND SUPPORT HIGHLIGHTS	Vendor Response (Y, N, E)	If Vendor Response is "E" (i.e., and exception), please provide a detailed explanation of what the Vendor can or cannot do.
Model (SaaS, Cloud, On-Premise)		
Cloud provider (if Cloud-based platform, such as Azure, AWS, etc.)		
Database and version required		
Is database SQL read-only access allowed? (Y/N)		
Supported Browsers (Indicate which is the preferred browser when more than one browser is available)		
Specific desktop requirements (hardware, OS, and software)		
Mobility functions (Is the application browser-based, or is application downloaded from App Store or Play Store onto the mobile device)		
Reporting (eg. Business Objects, Jasper, Cognos, Proprietary)		
Additional Software that is required to support or supplement the solution		
Estimated Total Duration of Implementation – Start/End		
Support hours		
SLA's for P1 Issues (See SLA tab for definition)		
SLA's for P2 Issues (See SLA tab for definition)		
SLA's for P3 Issues (See SLA tab for definition)		
SLA's for P4 Issues (See SLA tab for definition)		
Software "Uptime" percentage		
Software updates/fixes – frequency upgrades will be installed		
Software updates/fixes – Level of Effort (High, Med, Low)		
Upgrades – frequency upgrades will be installed		
Upgrades – Level of Effort (High, Medium, Low)		
Upgrades – are upgrades included, or is there additional cost for upgrades		
Interfaces/Integration – programming or tools used (Webservices, XML, groovy, java, etc.)		
Interfaces/Integration - is ongoing support available or are these items under a warranty? If under warranty what is the warranty period.		
List of software systems that have successful interfaces with this solution		
Customizations and/or Personalization of system's screens/UI - does the solution retain all the customizations and/or personalizations when an upgrade is applied? Or, do the customizations / personalizations need to be manually re-applied or re-configured?		
Software Licenses (Perpetual or Annual Fees)		
Headquarters location of Software Firm		
Office location of Implementation Team		
Office location of System's Maintenance and Support Team		
Vendor's solution meets Section 165 of the Surface Transportation Assistance (Buy America) Act		

PROJECT IMPLEMENTATION TASKS AND DELIVERABLES	Vendor Response (Y, N, E)	If Vendor Response is "E", please provide what the firm can or cannot do in detail.
<b>Task 1 - Project Planning &amp; Management</b>		
Project Schedule		
Roles and Responsibilities Matrix		
Change Orders		
Project Status Reports		
Meeting Agendas		
Meeting Minutes		
Documentation		
<b>Task 2 - Requirements Gathering</b>		
Requirements Documentation		
Requirements Traceability Matrix		
System Documentation		
<b>Task 3 - Design</b>		
Design Documentation (all phases)		
Back-up and Recovery Plan		
Systems Integration Design (SID) document		
Release Management Plan		
<b>Task 4 - Construct / Build</b>		
System Configurations		
Technical Documentation		
<b>Task 5 - Test</b>		
Test Plan		
Test Cases / Scripts		
Testing Results		
Defect Logs		
Stakeholder Sign-Off / UAT Sign-Off		

Task 6 – Pilot		
Pilot Plan		
Pilot Acceptance		
Task 7 – Training		
Training Plan		
Training Documentation		
Task 8 – Deploy		
Readiness Assessment Report		
Implementation (Deployment) Plan		
Documented (Go-Live) Schedule		
Deployment Checklist		
Production Validation Tests		
Support Plan		
Change Control Documentation		
Approved Validation Test scripts		
Updated System Documentation		
Updated Items Log w/ open defects		
Deployment Acceptance		
Task 9 – Post Deployment Support		
Help Desk contact information		
Web-based tracking tool		
Help Desk services/software fixes		
Lessons Learned document		

SOLUTION COSTS		
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COSTS Year 1	Cost	
Application Software/Licensing *	\$	(This should represent the cost for the core software, SaaS Subscriptions, and/or Licensing.)
Third Party Software (if applicable) *	\$	(This should represent the cost for any 3rd-party software that is required to support the system.)
Project Implementation Effort Task 1	\$	(The total cost for the project implementation effort should be the sum of the costs of all Tasks 1-9. Please see Section 7 of the Scope of Work, in Exhibit A of this RFP, for detailed description of Tasks 1-9.)
Task 2	\$	
Task 3	\$	
Task 4	\$	
Task 5	\$	
Task 6	\$	
Task 7	\$	
Task 8	\$	
Task 9	\$	
TOTAL COST of PROJECT IMPLEMENTATION EFFORT	\$	
Support	\$	(OCTA expects this solution to be used as a production system for at least one (1) years with a five (5) year option after completion of the implementation effort.)
Maintenance	\$	
Warranty	\$	
Environment (if applicable i.e. UAT, DEV price for each)	\$	(Hosting Services, or On-Premise hardware costs.)
Travel and Expenses (if applicable)	\$	(Shall be budgeted as a firm-fixed amount based on a calculated number of trips. Please provide the number of trips. OCTA will only pay for trips that are actually travelled.)
Other Costs (if applicable)	\$	(If there are other costs, please identify what such costs would be.)

GRAND TOTAL	\$0.00	(This amount should reflect the Grand Total for than a 24-month implementation, plus a five (5) years as a production system, for a total of seven-year initial term.)
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*\*Provide the core software, third party software, and any unique technical components that are necessary to support the solution in the "List of Software and Technical Components" table below.*

2-5 Year Option	Year 2	Year 3	Year 4	Year 5
Application Software/Licensing				
Third Party Software				
Support, Maintenance, Warranty				
Environment (if applicable i.e. UAT, DEV price for each)				
Travel and Expenses				
Other Costs (if applicable)				
Maintenance (on-going)				
Support (on-going)				
Warranty (on-going)				
TOTAL	\$0.00			

LIST OF SOFTWARE AND TECHNICAL COMPONENTS	Use or Acquisition Costs (including costs to implement)
Application Software: core software	
(example: 3rd party software ABC)	
(example: 3rd party software XYZ)	
TOTAL for SOFTWARE AND TECHNICAL COMPONENTS	\$0.00

CONSULTANT-OFFERED ENHANCEMENTS	Cost	Comments
(example: enhancement #1)		
(example: enhancement #2)		
TOTAL	\$0.00	

RESOURCE RATES	Fully-Burdened	Comments
Program Manager		
Project Manager		
Architect		
Engineer / Developer		
Business Analyst		
Trainer		

## Functional Requirements

INFORMATION PROVIDED BY OCTA									
ID	System Requirement	Category	Department	Device Type	Category	Sub Category	Process	Location	OCTA's Priority
1	Vendor will test for new or replacement device connectivity.	Functional	Scheduling and Bus Operations	eSignage	Hardware	Administration	Device Management	Functional / Stops and Zones	1 - Required
2	As a user I will have the ability to preview customer facing messages before pushing them to device(s).	Functional	Marketing	N/A	Software	Administration	Notifications/Messaging	N/A	1 - Required
3	As a customer I will have the ability to view near real-time messaging on device.	Functional	Marketing	eSignage	Hardware	Customer	Notifications/Messaging	Functional / Stops and Zones	1 - Required
5	As a customer I will have the ability to view near real-time stop specific routes on device.	Functional	Marketing	eSignage	Hardware	Customer	Notifications/Messaging	Functional / Stops and Zones	1 - Required
7	As a user I will have the ability to create graphical dashboard views.	Functional	Scheduling and Bus Operations	N/A	Software	Administration	Reporting/Analytics	N/A	1 - Required
8	As a user I will have the ability to export reports. (i.e., xls, pdf, csv)	Functional	Scheduling and Bus Operations	N/A	Software	Administration	Reporting/Analytics	N/A	1 - Required
9	As a user I will have the ability to monitor device information (i.e., location, Serial Number, IP).	Functional	Scheduling and Bus Operations	N/A	Software	Administration	Device Management	N/A	1 - Required
10	As a user I will have the ability to report on device information (i.e., location, Serial Number, IP).	Functional	Scheduling and Bus Operations	N/A	Software	Administration	Reporting/Analytics	N/A	1 - Required
11	As a user I will have the ability to monitor eSignage device health status in near real time. (i.e. battery life, online, offline, Device IP etc. )	Functional	Scheduling and Bus Operations	N/A	Software	Administration	Device Management	N/A	1 - Required
12	As a user I will have the ability to report on a devices lifecycle (installation, maintenance, replacement).	Functional	Scheduling and Bus Operations	N/A	Software	Administration	Device Management	N/A	1 - Required
13	As a user I will receive notifications/alerts via <b>email</b> for various conditions (rules defined by OCTA) -Vandalism -Connectivity problems -System failures	Functional	Scheduling and Bus Operations	N/A	Software	Administration	Notifications/Messaging	N/A	1 - Required
14	As a user I will receive notifications/alerts via <b>text messages</b> for various conditions (rules defined by OCTA) -Vandalism -Connectivity problems -System failures	Functional	Scheduling and Bus Operations	N/A	Software	Administration	Notifications/Messaging	N/A	2 - Preferred / Nice to Have
15	As a user, I will be able to manage the system remotely through mobile devices, including iOS, Android and Surface.	Functional	Scheduling and Bus Operations	N/A	Software	Administration	Mobile	N/A	1 - Required
16	As a user I will have the ability to view the following up to date Device type health status (i.e. below): -Last Connection Date -Last Connection Time -Last update to Device -Device start date -Device version -Device Model -Firmware version -Activity periods of device -Data consumption -Power status -Battery Life -Device IP	Functional	Scheduling and Bus Operations	N/A	Software	Administration	Reporting/Analytics	N/A	1 - Required
17	As a user I will have the ability to create reports for up to date Device type health status (i.e. below): -Last Connection Date -Last Connection Time -Last update to Device -Device start date -Device version -Device Model -Firmware version -Activity periods of device -Data consumption -Power status -Battery Life -Device IP	Functional	Scheduling and Bus Operations	N/A	Software	Administration	Reporting/Analytics	N/A	2 - Preferred / Nice to Have
18	As an administrator I will have the ability to push messages/notifications to a <b>single</b> device(s) in near real time.	Functional	Marketing	N/A	Software	Administration	Notifications/Messaging	N/A	1 - Required
19	As an administrator I will have the ability to push messages/notifications to <b>multiple</b> device(s) in near real time.	Functional	Marketing	N/A	Software	Administration	Notifications/Messaging	N/A	1 - Required
20	As an administrator I will have the ability to schedule messages/ndifications to a <b>single</b> device(s).	Functional	Scheduling and Bus Operations	N/A	Software	Administration	Notifications/Messaging	N/A	1 - Required
21	As an administrator I will have the ability to schedule messages/notifications to <b>multiple</b> device(s).	Functional	Scheduling and Bus Operations	N/A	Software	Administration	Notifications/Messaging	N/A	1 - Required
22	Device must have a case that is vandal-resistant.	Functional	Scheduling and Bus Operations	eSignage	Hardware	Durability	Security	Functional / Stops and Zones	1 - Required
24	Device must have the ability to display real-time verbiage for general communication for stop-specific routes.	Functional	Marketing	eSignage	Hardware	Customer	Notifications/Messaging	Functional / Stops and Zones	1 - Required
26	Device must have the ability to display real-time verbiage for general communication/messaging that does not obstruct key route information.	Functional	Marketing	eSignage	Hardware	Customer	Notifications/Messaging	Functional / Stops and Zones	1 - Required
28	Device resolution will display at no less than 1600x1200	Functional	Scheduling and Bus Operations	eSignage	Hardware	Customer	Specifications/ADA	Functional / Stops and Zones	1 - Required
30	Device vandal-resistant case will include OCTA branding supplied by the agency.	Functional	Scheduling and Bus Operations	eSignage	Hardware	Durability	Security	Functional / Stops and Zones	1 - Required
32	Device will be a minimum of 13" of screen diagonally from one corner to the opposite corner.	Functional	Scheduling and Bus Operations	eSignage	Hardware	Customer	Specifications/ADA	Functional / Stops and Zones	2 - Preferred / Nice to Have
32	Device will be a minimum of 13" of screen diagonally from one corner to the opposite corner.	Functional	Scheduling and Bus Operations	eSignage	Hardware	Customer	Specifications/ADA	Functional / Stops and Zones	2 - Preferred / Nice to Have



## Non-Functional Requirements

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		INFORMATION PROVIDED BY OCTA		
ID	System Requirement	Category	Sub-category / Process	OCTA's Priority
1	Vendor SLA will dispose of uninstalled replacement devices meet e-waste regulations, ensuring proper disposal	Non-functional / Technical	Hardware	1 - Required
2	Application data such as bus stops, bus routes, arrive time, graphical images, etc. must be data/table driven. Changes to the question verbiage, or dropdown list should not require a customized code change.	Non-functional / Technical	Administration Console	1 - Required
3	Ability to transmit data in realtime or via a scheduled for a future date/time electronically from the admin console to the eSignage.	Non-functional / Technical	Administration Console	1 - Required
4	Allow for Individual User Log-in.	Non-functional / Technical	Administration Console	1 - Required
5	The admin console shall be designed and optimized for the following browsers: 1. MS Edge 2. Chrome	Non-functional / Technical	Administration Console	1 - Required

## Non-Functional Requirements

RFP 5-4117  
EXHIBIT A  
ATTACHMENT A

		INFORMATION PROVIDED BY OCTA		
ID	System Requirement	Category	Sub-category / Process	OCTA's Priority
6	It is required that the system is web based (SaaS).	Non-functional / Technical	Administration Console	1 - Required
7	Admin Console should function with either Microsoft Edge or Google Chrome browser.	Non-functional / Technical	Administration Console	1 - Required
8	The Admin Console must be designed to easily and seamlessly handle OS updates, and regularly update to take advantage of new OS features and ensure continuous compatibility.	Non-functional / Technical	Administration Console	1 - Required
9	The Admin Console shall be optimized for at least Windows 10 OS.	Non-functional / Technical	Administration Console	1 - Required
10	The eSignage's power must be able to be remotely managed from a desktop or mobile device via the admin console.	Non-functional / Technical	Administration Console	1 - Required
11	Admin Console should be GUI-based with shortcut keys for easy navigation and data input.	Non-functional / Technical	Administration Console	2 - Preferred / Nice to Have
12	Application must have a method for defining and managing User roles and access.	Non-functional / Technical	Application Security	1 - Required
13	Role-based security must enable segregating the view of admin console system features.	Non-functional / Technical	Application Security	2 - Preferred / Nice to Have
14	Access to the eSignage application should be restricted to authorized users via password protection.	Non-functional / Technical	Cellular Security	1 - Required
15	Software and hardware shall be commercial-off-the-shelf (COTS) product(s) for displaying real-time or scheduled next departure.	Non-functional / Technical	Core Software	1 - Required
16	Software source code shall be available to OCTA with modification rights fully granted in the event that the software owner/publisher terminates business for any reason (NOTE: Alternatives to grant such rights including the use of a software escrow account shall be considered during contract negotiation).	Non-functional / Technical	Core Software	1 - Required
17	Ability to audit data changes based on certain criteria.	Non-functional / Technical	Database	1 - Required
18	All data is property of OCTA and shall be returned to OCTA within sixty (60) calendar days of the end of the contract.	Non-functional / Technical	Database	1 - Required

## Non-Functional Requirements

RFP 5-4117  
EXHIBIT A  
ATTACHMENT A

		INFORMATION PROVIDED BY OCTA		
ID	System Requirement	Category	Sub-category / Process	OCTA's Priority
19	An acceptable timeframe for the production environment to be down before activating the DR site is 12 hours. Beyond 12 hours activation of DR may be required by consultation with OCTA IT Staff.	Non-functional / Technical	Disaster Recovery	1 - Required
20	At a minimum, the Recovery Point Objective (RPO) shall be 24 hours or less	Non-functional / Technical	Disaster Recovery	1 - Required
21	At a minimum, the Recovery Time Objective (RTO) shall be 24 hours or less	Non-functional / Technical	Disaster Recovery	1 - Required
22	Both parties shall mutually agree to activate the DR site. OCTA reserves the right to request the DR to be activated sooner or later than 12 hours based on the current situation.	Non-functional / Technical	Disaster Recovery	1 - Required
23	Development and maintenance of a runbook detailing procedures and roles to initiate DR services	Non-functional / Technical	Disaster Recovery	1 - Required
24	Vendor shall provision the Data Center, hardware and software and will assist OCTA with any OCTA required hardware and software provisioning.	Non-functional / Technical	Disaster Recovery	1 - Required
25	Vendor will annually test to review their internal procedures for activating the DR site and provide OCTA a report of the outcome. The report should include, but is not limited to, actual RPO/RTO times, issues and corrective action taken.	Non-functional / Technical	Disaster Recovery	1 - Required
26	In the event of a disaster Vendor will provide access to the recovery center facility (setup within the United States) and provides cut-over services if required by OCTA Information systems operations.	Non-functional / Technical	Disaster Recovery	1 - Required
27	No fee will be imposed when a disaster is called.	Non-functional / Technical	Disaster Recovery	1 - Required
28	A monthly report will be generated by the Support/Maintenance team, including but not limited to: details of logged Help Desk calls, availability of eSignage devices, maintenance activities and tuning activities.	Non-functional / Technical	Environment	1 - Required
29	All changes to the infrastructure, hardware and software will be submitted to OCTA by a formal change request, and will be performed after OCTA provides acceptance. Vendor will work in alignment with OCTA to establish a change process.	Non-functional / Technical	Environment	1 - Required
30	All scheduled down-time will be done at the specific window(s) determined by consultation with OCTA.	Non-functional / Technical	Environment	1 - Required
31	Apply the latest upgrades, updates and patches from those providers within 30 days of release. Major operating systems and software applications must be no more the 2 releases off current version but security upgrades and patches must all be up to date within 30 days of release.	Non-functional / Technical	Environment	1 - Required
32	Assist staff with the problem diagnostic process utilizing tools provided by Vendor. This may include things like front or backend traces or other items required for troubleshooting a system issue.	Non-functional / Technical	Environment	1 - Required
33	At the software level; Administer user accounts such as creating new accounts, delete users accounts or reset user accounts upon direction of OCTA to be completed within a 24 hour period.	Non-functional / Technical	Environment	1 - Required
34	During the implementation of this project, a Development (DEV) environment must be utilized for the purposes of Vendor's configuration/customization efforts.	Non-functional / Technical	Environment	1 - Required
35	Ensure the system does not timeout due to inactivity (OCTA will manage the desktop timeout function).	Non-functional / Technical	Environment	1 - Required
36	Vendor SaaS/hosting facility will comply with applicable laws, rules and regulations regarding a safe work environment and fire protection measures and will maintain safety and security measures in accordance with level 3 or 4 data center standards.	Non-functional / Technical	Environment	1 - Required
37	If Vendor hosting facility shall operate and maintain the Environment, including the system hardware, system network and system operating software to level 3 or level 4 data center standards.	Non-functional / Technical	Environment	1 - Required
38	Vendor shall provide a dedicated Service Delivery Manager. Weekly meetings will be held between OCTA and the Service Delivery Manager to discuss results from monitoring activity, open issues and future events.	Non-functional / Technical	Environment	1 - Required
39	Vendor shall provision the necessary hardware, software and environment to allow OCTA to run the version of software initially licensed, and any future versions.	Non-functional / Technical	Environment	1 - Required
40	Vendor shall repair, upgrade or replace the environment components as necessary for the system to perform properly and be compatible with any future updates and version releases.	Non-functional / Technical	Environment	1 - Required
41	Vendor will immediately notify OCTA of a vendor or sub-contracted vendor security breach that impacts OCTA data and will provide regular status updates, at a minimum daily, until the breach is resolved.	Non-functional / Technical	Environment	1 - Required
42	Vendor will promptly notify OCTA of any compromise to the security of the hosting facility.	Non-functional / Technical	Environment	1 - Required

## Non-Functional Requirements

RFP 5-4117  
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		INFORMATION PROVIDED BY OCTA		
ID	System Requirement	Category	Sub-category / Process	OCTA's Priority
43	Vendor will use industry standard security measures, such as firewalls and standard encryption protocols, to protect OCTA data.	Non-functional / Technical	Environment	1 - Required
44	Flexibility to add additional instances upon request (at an additional cost).	Non-functional / Technical	Environment	1 - Required
45	For scheduled work, provide OCTA 1 week advanced notice, at a minimum.	Non-functional / Technical	Environment	1 - Required
46	Hosting shall be provided in a Tier2 (or greater) cloud environment.	Non-functional / Technical	Environment	1 - Required
47	Indicate the range of hours Vendor typically conducts Scheduled Downtime per month.	Non-functional / Technical	Environment	1 - Required
48	Maintain and support interfaces to and from other applications	Non-functional / Technical	Environment	1 - Required
49	Maintain maintenance and support agreements with necessary third party providers.	Non-functional / Technical	Environment	1 - Required
50	Migrate system's source code (patches and fixes) through an agreed upon promotion to production process	Non-functional / Technical	Environment	1 - Required
51	Monitor the operations of the application such as application performance, resource usage, failure of batch jobs, printer queues, availability of required services, etc.	Non-functional / Technical	Environment	1 - Required
52	OCTA will maintain an annual maintenance and support agreement with the vendor.	Non-functional / Technical	Environment	1 - Required
53	OCTA will only consider well-designed and previously implemented, proven software that is referenceable, has a demonstrated ease of use, asset management functionality consistent with Federal DOT guidelines for transit organizations, robust reporting capabilities, an advanced system integration architecture and superior product support.	Non-functional / Technical	Environment	1 - Required
54	Perform file restorations as required.	Non-functional / Technical	Environment	1 - Required
55	Provide a support call center to log and track problems and requests.	Non-functional / Technical	Environment	1 - Required
56	Provide regular monitoring of the infrastructure to ensure it is performing at its optimum level and report monthly of any risks, issues or opportunities. Monitoring shall include but limited to: backup processes, operating system services, disk utilization, CPU utilizations, Memory utilization, Data throughput/Bandwidth utilization, etc.	Non-functional / Technical	Environment	1 - Required
57	Repair all errors and faults which may include a reset or reboot of the server, restart of system services, installing patches by the operating system vendor.	Non-functional / Technical	Environment	1 - Required
58	The Data Center standard should be BICSI-003, tier 3 or higher.	Non-functional / Technical	Environment	1 - Required
59	The desired response time of the system must adhere to the Performance Table (see appendix).	Non-functional / Technical	Environment	1 - Required
60	The SaaS Environment will be available to OCTA 24 hours a day, seven days a week, 365 days a year (except for Scheduled Downtime events).	Non-functional / Technical	Environment	1 - Required

## Non-Functional Requirements

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		INFORMATION PROVIDED BY OCTA		
ID	System Requirement	Category	Sub-category / Process	OCTA's Priority
61	The location of the remote Data Center shall be located within the United States of America.	Non-functional / Technical	Environment	1 - Required
62	The system shall be accessible 24x7x365, with 99.9% up-time, i.e., annual down-time will not exceed 525.6 minutes per year. Penalties ramp up every 15 minutes if down-time exceeds maximum. Down-time allowance is reset annually on contract anniversary.	Non-functional / Technical	Environment	1 - Required
63	Vendor shall include in their Systems Integration narrative how their proposed SaaS-based software seamlessly integrates with OCTA's existing on-premise production systems and databases.	Non-functional / Technical	Environment	1 - Required
64	Vendor shall list all required technical components (hardware, communications, environmental, infrastructure, etc.) with specifications and costs that enable the proposed Technical Solution to meet the performance, capacity and responsiveness of the system requirements. OCTA may discuss alternatives with the proposer to ensure that any hardware meets both the requirements of the proposer and conforms to OCTA's technology infrastructure requirements and strategy.	Non-functional / Technical	Environment	1 - Required
65	While OCTA will be responsible for procuring the necessary components, Vendor shall be responsible for identifying, and overseeing the installation and configuration of the technical architecture to determine that the configured hardware meets the criteria specified in the Vendor's proposal. OCTA will review this information and must approve of any proposed hardware. Vendor shall summarize the recommended technical components in the Technical Components Summary Listing Table (see Appendix).	Non-functional / Technical	Environment	1 - Required
66	Admin console screen personalization must be a feature at a system-level, and also at the user-level. System-level personalization should provide the ability to change the look of a screen, remove items or lock them so they cannot be changed, make fields mandatory, etc. On an individual user-level, Users should be able to save specific searches, apply their own defaults, screen color/scheme, etc.	Non-functional / Technical	Environment	2 - Preferred / Nice to Have
67	3rd party hosted environments should comply with OCTA "IS Preferred Standards & Practices" section, as applicable	Non-functional / Technical	Environment Security	1 - Required
68	3rd party systems or networks are not to be joined to the OCTA network and vendor will provide reasonable precautions to prevent that from happening as defined by standard industry best practices.	Non-functional / Technical	Environment Security	1 - Required
69	All remote access shall be limited, documented, and protected to the greatest extent possible	Non-functional / Technical	Environment Security	1 - Required
70	Applications, data, and log backups will NOT be maintained on the same physical media as the originals.	Non-functional / Technical	Environment Security	1 - Required
71	At a minimum, OCTA expects a Service Organization Controls (SOC) 2 compliant environment.	Non-functional / Technical	Environment Security	1 - Required
72	Authorized Users shall access the systems using an authenticated, role-based login and be uniquely identified and authenticated using a strong password policy	Non-functional / Technical	Environment Security	1 - Required
73	If data is required from OCTA from a 3 <sup>rd</sup> party network, it is preferred that the data be pushed from an OCTA system within OCTA's DMZ via VPN tunnel	Non-functional / Technical	Environment Security	1 - Required
74	OCTA "IS Preferred Standards & Practices" should be addressed for non-OCTA managed environments when applicable.	Non-functional / Technical	Environment Security	1 - Required
75	Only privileged accounts may access and use tools with administrative capabilities, to conform to the concept of least privilege.	Non-functional / Technical	Environment Security	1 - Required
76	Physical destruction or degaussing of all media storage devices that retained Agency data will be done before releasing the media outside of the control of the Vendor; recording the date, time, method, and witness with a signed certificate of compliance.	Non-functional / Technical	Environment Security	1 - Required
77	Sensitive data will be protected, both in transit and while at rest.	Non-functional / Technical	Environment Security	1 - Required

## Non-Functional Requirements

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		INFORMATION PROVIDED BY OCTA		
ID	System Requirement	Category	Sub-category / Process	OCTA's Priority
78	System Security logs will be retained, and the Vendor shall be in compliance with all PII/PCI/HIPAA logging requirements (if applicable).	Non-functional / Technical	Environment Security	1 - Required
79	The Vendor shall immediately notify the Agencies Cyber Security team in the event (potential or real) of any incident/event resulting the loss (potential or real) of revenue, data, or security breach has occurred.	Non-functional / Technical	Environment Security	1 - Required
80	The Vendor shall maintain network security and confidentiality and provide the required software and monitoring tools to ensure network remains compliant with security standards, including: a. The appropriate administrative, technical, and physical safeguards designed to protect against Information Security Events. This should include regular security assessments; made available to OCTA as requested b. Compliance, as required, to the requirements of applicable Data Protection Laws c. Procedures for Change Management, patching, disaster recovery, and backups d. Provision of written information security policies for the Agency, as requested	Non-functional / Technical	Environment Security	1 - Required
81	The Vendor shall use physical and environmental security to protect all information systems and media,	Non-functional / Technical	Environment Security	1 - Required
82	The Vendor shall use strong encryption methods such as AES and/or RSA, or an equivalent as approved by the Agency.	Non-functional / Technical	Environment Security	1 - Required
83	The System shall have the capability to log and track all user activities.	Non-functional / Technical	Environment Security	1 - Required
84	The System shall have the capability to log and track changes to applications, databases, and operating systems.	Non-functional / Technical	Environment Security	1 - Required
85	The vendor's technical staff will assist in evaluating OCTA's architecture and configuration as related to security and access.	Non-functional / Technical	Environment Security	1 - Required

## Non-Functional Requirements

		INFORMATION PROVIDED BY OCTA		
ID	System Requirement	Category	Sub-category / Process	OCTA's Priority
86	The vendor's technical staff will work with OCTA's Security and project team to review security requirements in the new environment.	Non-functional / Technical	Environment Security	1 - Required
87	Any anticipated increases to the existing annual maintenance agreement because of this project must be clearly defined and documented by the vendor.	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
88	Application Updates. Vendor shall periodically update the application to ensure compatibility and functionality. These updates may also contain application updates and fixes.	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
89	At the end of the Project, the use licenses will be consolidated into a single licensing agreement to facilitate annual renewals of the use licenses or subscriptions. Vendors shall specify if there is an Enterprise Licensing Option and at what point does this approach make sense over individual use licenses/ subscriptions.	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
90	Software user licenses or cloud use subscriptions (whether including OCTA cloud-hosting or not) shall be available as required by the staged implementation rollout schedule; OCTA will procure use licenses as needed throughout the implementation project. Software use licenses for third party software proposed as part of the Software Vendor's Technical Solution Design will initially come through the Vendor. Subsequent license renewal agreements will most likely be directly contracted with the third party software provider.	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
91	Firm shall provide all-inclusive license, hosting, maintenance, support, and other services for one (1) year, beginning with OCTA's acceptance of the project, with an option to extend to up to a maximum of four (4) years. After one year, OCTA reserves the right to terminate the contract at any time and will provide Firm a 30-day termination notice	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
92	In addition to proposing the core software and hardware product, Vendor may propose other third party software (TPS) products which are appropriate and possibly necessary to satisfy OCTA's requirements. If third party software is proposed as part of the Vendor's Solution Design for OCTA, the Requirements Listing Assessment ("Goodness-of-Fit") assessment should denote which third party software product is fulfilling the requirement by entering the TPS item Ref number/ letter from the table below (TPS cost information would be entered in the table below and need not be shown on the Goodness-of-Fit worksheet). Finally, Vendor shall provide a list of all proposed software in the Table: Complete List of Software for Proposed Solution.	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
93	Install any fixes provided by Vendor according to the OCTA fix migration process.	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
94	Licenses: Vendor shall provide all licenses necessary for the successful development and use of this system.	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
95	Maintenance and Support payment is not included in the license fee. The Maintenance and Support initiates once the software is used as a Production system in the OCTA PROD environment.	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
96	Maintenance and Support: Vendor shall respond to all maintenance requests in a prompt and timely manner suitable for the Priority level defined below and at a maximum within twenty-four (24) hours for notification and action plan. Vendor shall provide OCTA with a point of contact (both email and phone number) to report issues. The Service Level Agreements (SLAs) are defined as follows: •Priority 1: These are critical issues that impact usage of the system and for which there is no work-around. These need the fastest response and resolution. A response to OCTA shall occur within two (2) hours of the report and a plan to find and remedy the problem shall be put in place within one (1) business day. •Priority 2: These are urgent issues for which there is a temporary work-around. A response to OCTA shall occur within four (4) hours of the report and a plan to find and remedy the problem shall be put in place within four (4) business days. •Priority 3: This is the catch-all for all remaining issues or requests. A response to OCTA shall occur within twenty-four (24) hours of the report and a plan to find and remedy the problem should be put in place on an agreed-upon schedule.	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
97	Product release management services will occur throughout Project implementation timeline.	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
98	Software warranty and ongoing product support shall include security updates after the software is fully operational.	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required

# Non-Functional Requirements

		INFORMATION PROVIDED BY OCTA		
ID	System Requirement	Category	Sub-category / Process	OCTA's Priority
99	Support will be available 24x7x365 with no less than a 30 Minute response time.	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
100	The Vendor shall periodically update the application to ensure compatibility and functionality with the eSignage platform. These updates may also contain application updates and fixes. The Vendor shall also provide a method for OCTA to submit comments for future application updates and changes, as a part of the post-implementation fine-tuning process	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
101	The Vendor must define the cellular specifications that will support the proposed solution/s. OCTA will determine compatibility with and acceptability to OCTA standards.	Non-functional / Technical	Network	1 - Required
102	Reporting from the system databases shall complete in a time proportional to the number of records read but shall be on the order of tens of thousands of records per second.	Non-functional / Technical	Performance	1 - Required
103	System maintenance activities (Backups, batch data transfers, etc.) shall complete within one to two hours each day, and shall not interrupt normal system functioning.	Non-functional / Technical	Performance	1 - Required
104	The software should be capable of supporting a high volume of transactions, based on the expected usage by function across the locations identified in the Location Demographics table. Transactions must complete within a second and/or not more than the maximum performance metric, for the expected number of simultaneous users. The proposed software and hardware solution shall meet or exceed the performance expectations shown in Table 5 – Software Performance SLA.	Non-functional / Technical	Performance	1 - Required
105	Vendor shall include in their proposal their software SLA agreement reflecting the following performance criteria; any exceptions should be so noted and justified. See the Software Performance SLA table in the sheet of this Excel file.	Non-functional / Technical	Performance	1 - Required
106	The Vendor will perform all the efforts, actions and services as described in the Project Implementation Tasks documented within the SOW.	Non-functional / Technical	Project Implementation	1 - Required
107	The Vendor will produce all the Deliverables and documentation as described in the Project Implementation Tasks documented within the SOW.	Non-functional / Technical	Project Implementation	1 - Required
108	There shall be a minimum of three (3) environments for OCTA's ongoing use (this does not include any environments the Vendor uses for Construct and Vendor testing-purposes): Production (PROD), User-Acceptance Testing (UAT), System Testing (TST).	Non-functional / Technical	Project Implementation	1 - Required
109	Verbal and written communication shall be grammatically correct at a university- grade-level.	Non-functional / Technical	Project Implementation	1 - Required
110	Firm shall provide all phone and desktop-sharing conference calling dial-in numbers and Uniform Resource Locators (URLs).	Non-functional / Technical	Project Implementation	1 - Required
111	Firm shall provide telephonic technologies that limit the phone call latency to less than one (1) second and are at audio quality standards equivalent to typical U.S.- domestic phone call quality standards.	Non-functional / Technical	Project Implementation	1 - Required
112	All individuals participating on Firm's project team shall be fluent in English.	Non-functional / Technical	Project Implementation	1 - Required
113	All communication shall be in English, including verbal and written.	Non-functional / Technical	Project Implementation	1 - Required
114	Firm shall be available from 7:00am to 6:00pm (Pacific Time), Mondays through Fridays, and on all U.S. working days.	Non-functional / Technical	Project Implementation	1 - Required
115	Firm shall respond to voicemail, email and text messages within a reasonable amount of time, but under no circumstances shall the amount of time exceed one (1) business day.	Non-functional / Technical	Project Implementation	1 - Required
116	In the event the licensed software falls below the 99.9% availability within a given month, service Credits will be applied to hosting fees. Greater than or equal to 97.0 and less than 99.9% is 10% of monthly Hosting Fees Greater than or equal to 96.5 and less than 97.0 is 20% of monthly Hosting Fees. Greater than or equal to 96.0% and less than 96.5% is 40% of monthly Hosting Fees. Greater than or equal to 95.0% and less than 96% is 50% of the monthly Hosting fees. For each .5% degradation after 95.0% of availability a 10% credit will be applied	Non-functional / Technical	System Credits	1 - Required
117	It is understood that Vendor will continue their best good faith effort to achieve the agreed upon service levels.	Non-functional / Technical	System Credits	1 - Required
118	Note: OCTA is a 24 x 7 x 375 operation and we expect the system to be available 365 days a year, no holidays for bus operations, and should be taken into consideration when calculating up time.	Non-functional / Technical	System Credits	1 - Required



Device Location Demographics

Device Type	Device Model	Vendor	Route	Direction	Stop Sequence	Stop Number	Stop Description	City	Project 2.0 Phase 1	Project 2.0 Phase 2	Project 2.0 Phase 3	Comments
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	220	6548	6548-MCFADDEN-HARBOR	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	230	6549	6549-MCFADDEN-JACKSON	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	240	6550	6550-MCFADDEN-MOHAWK	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	250	6551	6551-MCFADDEN-FAIRVIEW	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	260	6552	6552-MCFADDEN-SULLIVAN	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	270	6553	6553-MCFADDEN-CENTER	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	280	6554	6554-MCFADDEN-RAITT	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	290	6555	6555-MCFADDEN-PACIFIC	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	300	6556	6556-MCFADDEN-BRISTOL	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	310	6558	6558-MCFADDEN-SHELTON	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	320	6559	6559-MCFADDEN-FLOWER	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	330	6560	6560-MCFADDEN-VAN NESS	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	340	7794	7794-MCFADDEN-BIRCH	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	350	7791	7791-MCFADDEN-MAIN	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	360	7795	7795-MCFADDEN-ORANGE	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	370	6562	6562-MCFADDEN-HICKORY	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	380	6563	6563-MCFADDEN-STANDARD	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	390	6564	6564-MCFADDEN-HATHAWAY	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	400	6565	6565-MCFADDEN-GRAND	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	330	6574	6574-MCFADDEN-GRAND	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	340	6575	6575-MCFADDEN-HATHAWAY	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	350	6576	6576-MCFADDEN-STANDARD	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	360	6577	6577-MCFADDEN-CEDAR	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	370	6578	6578-MCFADDEN-OAK	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	380	7792	7792-MCFADDEN-ORANGE	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	390	6579	6579-MCFADDEN-SYCAMORE	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	400	6580	6580-MCFADDEN-BIRCH	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	410	6581	6581-MCFADDEN-VAN NESS	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	420	6582	6582-MCFADDEN-FLOWER	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	430	6583	6583-MCFADDEN-SHELTON	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	440	6585	6585-MCFADDEN-BRISTOL	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	450	6586	6586-MCFADDEN-PACIFIC	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	460	6571	6571-MCFADDEN-RAITT	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	470	6587	6587-MCFADDEN-CENTER	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	480	6588	6588-MCFADDEN-SULLIVAN	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	490	6589	6589-MCFADDEN-FAIRVIEW	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	500	6590	6590-MCFADDEN-MOHAWK	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	510	6591	6591-MCFADDEN-RIVERVIEW MARKET	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	520	6592	6592-MCFADDEN-HARBOR	Santa Ana	New	N/A	N/A	
Phase 1 Location/Device Count:									35			
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	N	30	7323	BEACH-MCFADDEN	Westminster	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	N	40	7325	BEACH-BOLSA	Westminster	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	N	50	7329	BEACH-WESTMINSTER	Westminster	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	N	60	7331	BEACH-TRASK	Garden Grove	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	N	70	7093	BEACH-GARDEN GROVE	Stanton	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	N	80	7097	BEACH-CHAPMAN	Stanton	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	N	90	7101	BEACH-KATELLA	Stanton	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	N	100	7103	BEACH-CERRITOS	Stanton	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	N	110	106	BEACH-BALL	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	N	120	110	BEACH-LINCOLN	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	N	130	753	BEACH-ENT KNOTTS	Buena Park	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	N	140	754	BEACH-LA PALMA	Buena Park	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	N	150	884	ORANGETHORPE-BEACH	Buena Park	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	S	30	890	ORANGETHORPE-STANTON	Buena Park	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	S	40	783	BEACH-LA PALMA	Buena Park	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	S	50	784	BEACH-ENT KNOTTS	Buena Park	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	S	60	111	BEACH-LINCOLN	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	S	70	116	BEACH-BALL	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	S	80	7106	BEACH-CERRITOS	Stanton	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	S	90	7108	BEACH-KATELLA	Stanton	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	S	100	7112	BEACH-CHAPMAN	Stanton	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	S	110	2177	BEACH-GARDEN GROVE	Stanton	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	S	120	7332	BEACH-TRASK	Westminster	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	S	130	7334	BEACH-WESTMINSTER	Westminster	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	S	140	7338	BEACH-BOLSA	Westminster	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	S	150	7340	BEACH-MCFADDEN	Westminster	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	20	6404	HARBOR-MACARTHUR	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	30	6408	HARBOR-WARNER	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	40	2071	HARBOR-EDINGER	Fountain Valley	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	50	6410	HARBOR-MCFADDEN	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	60	6412	HARBOR-1ST	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	70	6416	HARBOR-WESTMINSTER	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	80	2371	HARBOR-GARDEN GROVE	Garden Grove	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	90	212	HARBOR-CHAPMAN	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	100	216	HARBOR-KATELLA	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	110	218	HARBOR-EAST SHUTTLE AREA	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	120	219	HARBOR-BALL	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	130	225	HARBOR-LINCOLN	Anaheim	N/A	New	N/A	

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Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	140	231	HARBOR-LA PALMA	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	150	1805	HARBOR-ORANGETHORPE	Fullerton	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	20	1836	HARBOR-ORANGETHORPE	Fullerton	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	30	234	HARBOR-LA PALMA	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	40	240	HARBOR-LINCOLN	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	50	246	HARBOR-BALL	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	60	247	HARBOR-EAST SHUTTLE AREA	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	70	250	HARBOR-KATELLA	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	80	2376	HARBOR-CHAPMAN	Garden Grove	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	90	2381	HARBOR-GARDEN GROVE	Garden Grove	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	100	6417	HARBOR-WESTMINSTER	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	110	6421	HARBOR-1ST	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	120	6423	HARBOR-MCFADDEN	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	130	2075	HARBOR-EDINGER	Fountain Valley	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	140	6425	HARBOR-WARNER	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	150	6474	MACARTHUR-HARBOR	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	E	20	7509	WESTMINSTER-GOLDEN WEST	Westminster	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	E	30	7514	WESTMINSTER-BEACH	Westminster	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	E	40	7518	WESTMINSTER-MAGNOLIA	Westminster	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	E	50	2523	WESTMINSTER-BROOKHURST	Garden Grove	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	E	60	5891	WESTMINSTER-EUCLID	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	E	70	5895	WESTMINSTER-HARBOR	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	E	80	5897	WESTMINSTER-FAIRVIEW	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	E	90	5902	17TH-BRISTOL	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	E	100	5908	17TH-MAIN	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	E	110	5913	17TH-GRAND	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	W	20	5924	17TH-GRAND	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	W	30	5928	17TH-MAIN	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	W	40	5934	17TH-BRISTOL	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	W	50	5939	WESTMINSTER-FAIRVIEW	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	W	60	2535	WESTMINSTER-HARBOR	Garden Grove	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	W	70	2541	WESTMINSTER-EUCLID	Garden Grove	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	W	80	2546	WESTMINSTER-BROOKHURST	Garden Grove	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	W	90	2551	WESTMINSTER-MAGNOLIA	Garden Grove	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	W	100	7523	WESTMINSTER-BEACH	Westminster	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	W	110	7442	GOLDEN WEST-WESTMINSTER	Westminster	N/A	New	N/A	
Stop eSignage	TBD	TBD	553-Disneyland-Santa Ana	N	160	278	KATELLA-STATE COLLEGE	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	553-Disneyland-Santa Ana	N	170	281	KATELLA-HASTER	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	553-Disneyland-Santa Ana	S	20	268	KATELLA-HARBOR	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	553-Disneyland-Santa Ana	S	30	270	KATELLA-HASTER	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	553-Disneyland-Santa Ana	S	40	273	KATELLA-STATE COLLEGE	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD						

Device Location Demographics

Stop eSignage	IK09 13" E-Paper I	Paper Cast	553 Santa Ana-Anaheim	SB		6534	MAIN-WARNER	Santa Ana	N/A	N/A	Replacement	
Stop eSignage	IK09 13" E-Paper I	Paper Cast	553 Santa Ana-Anaheim	SB		6462	MACARTHUR-MAIN	Santa Ana	N/A	N/A	Replacement	
Stop eSignage	IK09 13" E-Paper I	Paper Cast	553 Santa Ana-Anaheim	SB		6089	BRISTOL-MACARTHUR	Santa Ana	N/A	N/A	Replacement	
Phase 3 Location/Device Count:										26		
Total Location/Device Count:										164		
Spare Devices (10%)										16		
Total Location/Device Count:										180		

**Users**

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ATTACHMENT A**

Access	Department	Number
Administrator	Tranportation Modeling	1
Administrator	Scheduling and Bus Operations	2
Administrator	Programming	1
Administrator	Marketing	1
		5

## Reports

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EXHIBIT A

ATTACHMENT A

No.	Report Name	File Type	Frequency
1	Damage Unit List	XLS	On Demand
2	Summary of service loss	XLS	On Demand
3	Battery life at specific time or daily/monthly average	XLS	On Demand

Integrations Data Exchange

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ATTACHMENT A

ID	Interface	Name	Interface Description	Direction	Schedule
1	GTFS	Schedule Data	Details on bus routes, trip times, and frequencies. Stop times: Information about when a bus is expected to arrive at and depart from each stop. Service days: Indicating whether a route operates on weekdays, weekends, or holidays.	inbound	Daily,every 10 minutes ,7 days Sun-Sat
2	GTFS	Geospatial Data	Routes: Geographic paths that buses follow, often represented as shapes or line segments. Stops: Locations of bus stops, including GPS coordinates, names, and identifiers. Service areas: Mapping out areas covered by the bus service.	inbound	Daily,every 10 minutes ,7 days Sun-Sat
3	GTFS	Real-Time Location	Vehicle positions: Location of buses in real time. Service alerts: Notifications about delays, detours, or disruptions. Predicted arrivals: Estimates of when buses will arrive at specific stops.	inbound	Daily,every 10 minutes ,7 days Sun-Sat

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

### Priority Level Descriptions

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

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

Examples:

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

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

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

Examples:

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

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

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

Examples:

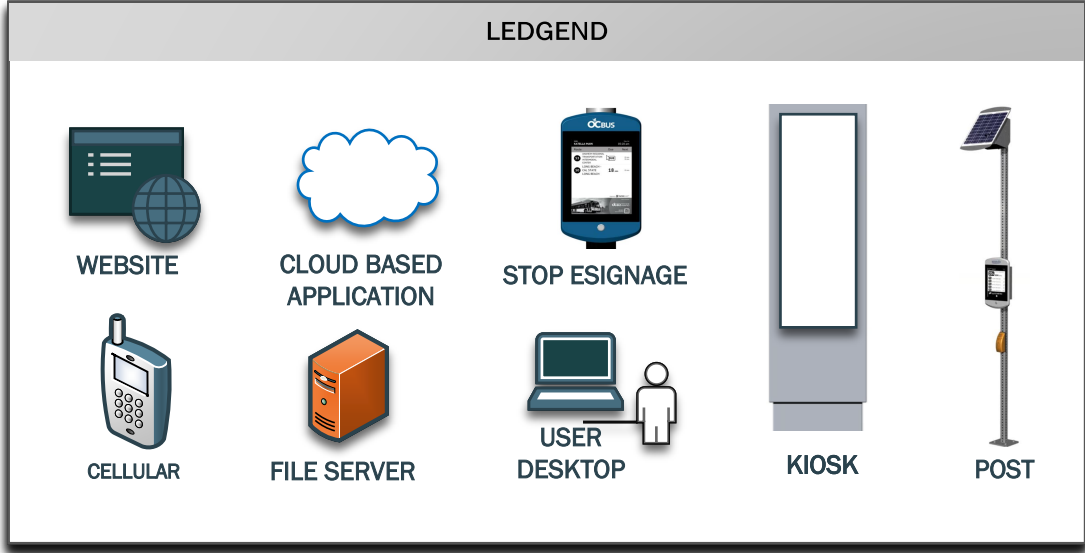
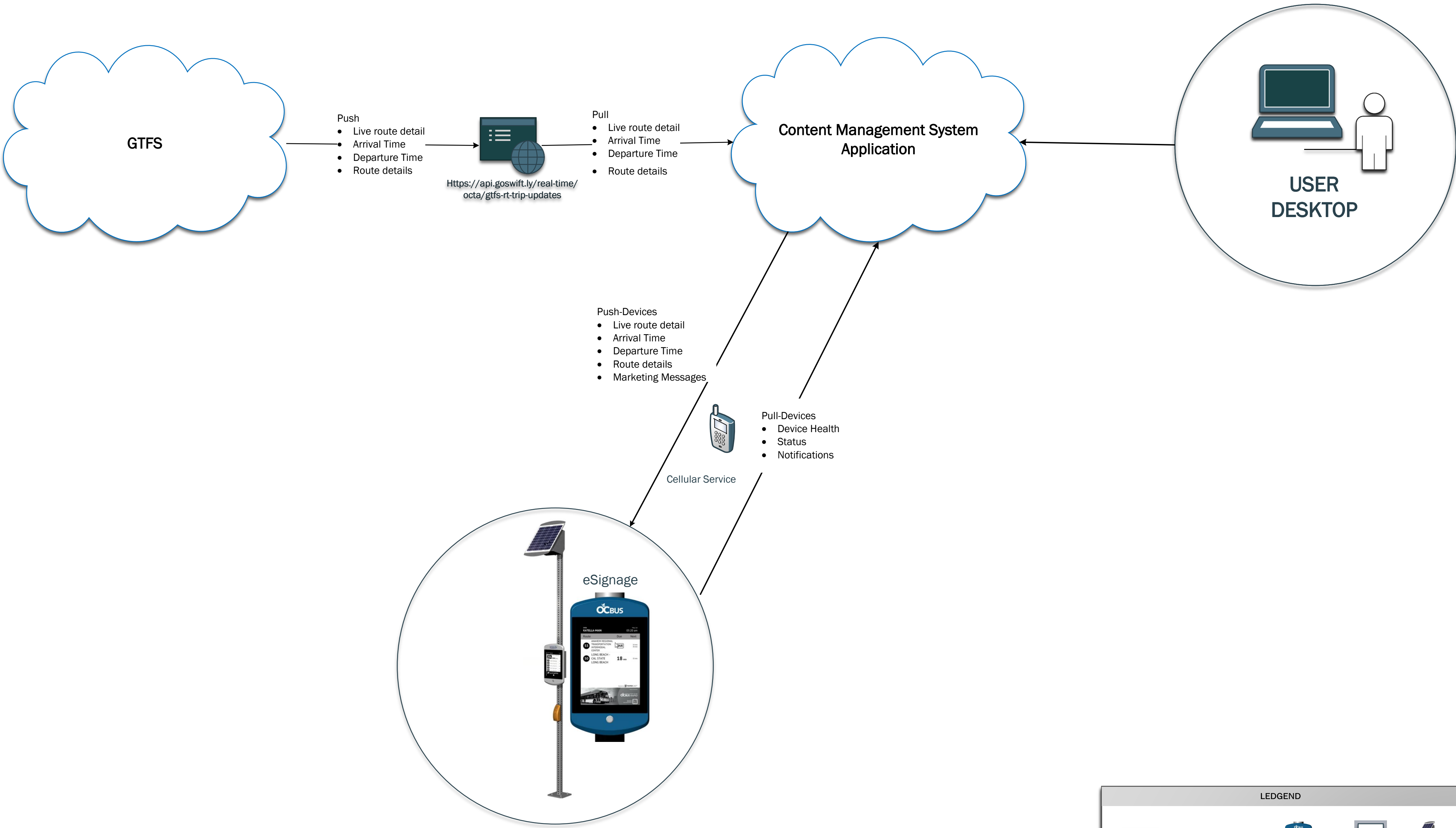
1. Unable to print a non-critical report;
2. Configure a new printer;
3. Create developer account;
4. Migrate minor bug or enhancement code to production environment.

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

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

Examples:

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





**EXHIBIT B: PRICE SUMMARY SHEET**

**PRICE SUMMARY SHEET**

Enter below the proposed price for the services described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, tax, and profits. The Authority's intention is to award a firm-fixed price contract for a five (5)-year term.

**Effective through December 14, 2030**

Contract Item	One-time Cost	Recurring Cost	Recurring Frequency	Comments
eSignage Hardware (Itemize the cost of the complete device hardware including: eSignage, Solar, Speakers, Installation brackets, etc.) and spares.	\$ _____	\$ _____		(This is the cost for all hardware needed to display, power, mount and be ADA-compliant for eSignage)
Application Software/Licensing	\$ _____	\$ _____		(Includes licensing cost for up to five [5] years)
Third Party Software (if applicable)*	\$ _____	\$ _____		(This includes third party software.)
Project Implementation Effort 1. Task 1 \$ _____ 2. Task 2 \$ _____ 3. Task 3 \$ _____ 4. Task 4 \$ _____ 5. Task 5 \$ _____ 6. Task 6 \$ _____ 7. Task 7 \$ _____ 8. Task 8 \$ _____	\$ _____	\$ _____		(The total cost for the project implementation effort should be the sum of the costs of all Tasks 1-8. Please see Section 9 of the Scope of Work in Exhibit A of this RFP for detailed description of Tasks 1-8.)
Support, Maintenance, Warranty	\$ _____	\$ _____		(OCTA expects this solution to be used as a production system for at least five [5] years after completion of the implementation effort.)
Environment	\$ _____	\$ _____		(Hosting Services)
eSignage Hardware Installation	\$ _____	\$ _____		(Include any hardware/mounting expenses)
Travel and Expenses	\$ _____	\$ _____		(Shall be budgeted as a firm-fixed amount based on a calculated number of trips. Provide the number of trips.)
Shipping	\$ _____	\$ _____		
Sales Tax 7.75%	\$ _____	\$ _____		
<b>Total</b>	\$ _____	\$ _____		<b>(one-time cost and recurring cost)</b>
<b>* Grand Total for Entire Solution</b>	\$ _____			<b>(one-time cost plus recurring cost for the grand total)</b>

\* Grand Total for Entire Solution shall reflect the Grand Total for the implementation, plus five (5)-years as a production system, for a total of a five (5)-year term.

The undersigned, upon acceptance, agrees to provide the service in accordance with the terms, conditions, and requirements as contained in RFP 5-4117 and the supporting documents for all prices proposed.

1. I acknowledge receipt of **RFP 5-4117** and Addenda No.(s) \_\_\_\_\_.
2. This offer shall remain firm for \_\_\_\_\_ days from the date of proposal.  
(Minimum of 120)

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

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

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

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

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

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

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

**EXHIBIT C: PROPOSED AGREEMENT**

PROPOSED SOFTWARE LICENSE AGREEMENT

**THIS AGREEMENT** is effective this \_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "Customer" or "Authority") and \_\_\_\_\_ located at \_\_\_\_\_, (hereinafter referred to as "Licensor"), each individually known as "Party" and collectively known as the "Parties."

**WITNESSETH:**

**WHEREAS**, Customer requires assistance from Licensor to provide electronic signage (eSignage) devices at Authority bus stops to provide real-time route information, additional messaging, and image services; and **WHEREAS**, said work cannot be performed by the regular employees of Customer; and **WHEREAS**, Licensor has represented that it has the requisite personnel, experience and software solution and is capable of licensing certain software products and performing such services; and **WHEREAS**, Licensor wishes to license certain software products and perform these services; **NOW, THEREFORE**, it is mutually understood and agreed by Customer and Licensor as follows:

**1.0 Definitions**

- 1.1** "Acceptance Test Procedures" means the benchmarks and other performance criteria used to measure the effectiveness of the Software and the means used to test such performance. Acceptance Test procedures shall be developed by Customer and Licensor jointly.
- 1.2** "Customer Data" means all information processed or stored on computers or other electronic media by Customer or on Customer's behalf, or provided to Licensor for such processing or storage, as well as any information derived from such information. Customer Data includes, without limitation: (a) information on paper or other non-electronic media provided to Licensor for computer processing or storage, or information formerly on electronic media; (b) information provided to Licensor by customer's customers or other users or by other third parties; and (c) personally identifiable information from such customers, users, or other third parties.
- 1.3** "Data Breach" means (1) the failure by Licensor to properly handle, manage, store, destroy or otherwise control, or the unauthorized disclosure by Licensor of: (a) Customer Data or (b) third party corporate information in any format specifically identified as confidential and protected under a confidentiality agreement or similar contract; (2) an unintentional violation of Licensor's privacy policy or misappropriation that results in the violation of any applicable data privacy laws or regulations; or (3) any other act, error, or omission by Licensor in its capacity as such which is reasonably likely to result in the unauthorized disclosure of Personal Data.
- 1.4** "Documentation" means the user manuals and any other materials in any form or medium customarily provided by Licensor to the users of the Software which will provide to Customer sufficient information to operate, diagnose, and maintain the Software properly, safely and efficiently.
- 1.5** "Final Acceptance" means successful completion of Phase Three described in the Acceptance Testing Article.
- 1.6** "Installation Date" means the date upon which the procedures described in Deliver and Installation Article are completed.
- 1.7** "Maintenance" means (i) the provision of all generally available improvements, new functions and additions to the functionality of the Software, (ii) maintenance of the Software so that it operates in conformance with all Specifications, (iii) detection and correction of any software errors discovered by Customer or otherwise made known to Licensor, (iv) the implementation of all program changes, updates, upgrades, and installation of additional programs provided under this Agreement, and (v) prompt response to Customer inquiries regarding the use and functionality of the Software.

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**EXHIBIT C**

- 1.8** "Personal Data" means any information that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history.
- 1.9** "Preliminary Acceptance" means successful completion of Phase Two described in the Acceptance Testing Article.
- 1.10** "Product" means any deliverable including, but not limited to, all Software and Software-related items provided by Licensor to Customer.
- 1.11** "Customer Information" means all of Customer's plans, processes, products, business information, proprietary information, data, technology, computer programs and documentation and the like.
- 1.12** "Recommended Hardware Configuration" means the data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by Customer as recommended by Licensor.
- 1.13** "Services" means the services described in Exhibit A.
- 1.14** "Specifications" means the Software operating parameters and performance capabilities as represented to Customer by Licensor in the Documentation, sales proposals or otherwise.
- 1.15** "Software" includes any and all Software and Documentation to which Customer obtains or is granted any rights under this Agreement.
- 1.16** "Warranty Period" means period of 12 months from Final Acceptance.

**2.0** **License**

**2.1** **Grant of License**

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

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

**2.2** **Copies**

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

**3.0** **Services**

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

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

**Names**

**Functions**

**4.0 Maintenance**

**4.1 Maintenance Duration**

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

**4.2 Maintenance Response Times**

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

**4.3 Maintenance Fees/Cap**

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

**4.4 Revision Levels**

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

**4.5 Periods of Inoperability**

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

**4.6 Reinstatement**

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

**4.7 Liquidated Damages**

Licensor and Customer agree that the impact of non-availability of the Software is impossible to determine in exact dollar amounts for each occurrence, but recognize that Customer will suffer significant damages through lost productivity plus other costs necessary to ensure continued Customer service for each unscheduled period of non-availability. Therefore, Licensor and Customer

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agree that during the term of this Agreement and any period that Licensor is providing Maintenance Services, if the Software fails for any reason due to a failure of any item provided by Licensor under this Agreement and is unavailable for more than thirty (30) minutes in a twenty-four (24) hour period, Licensor will pay, as liquidated damages and not a penalty, the amount of \_\_\_\_\_ per hour for each hour of unscheduled non-availability. This remedy of liquidated damages is in addition to any remedy to which Customer is entitled for any other breach of this Agreement.

**5.0 Compensation**

**5.1 License Fee**

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

eSignage Hardware	\$ _____
Application Software/Licensing	\$ _____
Third Party Software	\$ _____

**Project Implementation Effort:**

Task 1 – Project Planning and Management	\$ _____
Task 2 – Requirements Gathering	\$ _____
Task 3 – Design	\$ _____
Task 4 – Construct/Build	\$ _____
Task 5 – Test	\$ _____
Task 6 – Train	\$ _____
Task 7 – Deploy	\$ _____
Task 8 – Post-Deployment Support/Warranty	\$ _____

Support, Maintenance, Warranty	\$ _____
Environment	\$ _____
Travel and Expenses	\$ _____
Shipping	\$ _____
Sales Tax 7.75%	\$ _____

<b>GRAND TOTAL</b>	<b>\$ _____</b>
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The schedule shall not include any Licensor expenses not approved by Customer, including, but not limited to reimbursement for local meals.

**5.2 Invoice and Payment**

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

- a. Agreement No. C-5-4117;
- b. Specify the task for which payment is being requested;
- c. The time period covered by the invoice;
- d. Total monthly invoice (including project-to-date cumulative invoice amount); and 10% retention;
- e. Certification signed by the Licensor or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c)



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All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which Licensor intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.

- f. Any other information as agreed or requested by Customer to substantiate the validity of an invoice.

**5.3** Any costs for which Licensor receives reimbursement or credit that is determined by a subsequent audit or other review by either AUTHORITY, the Southern California Association of Governments, the California Department of Housing and Community Development, other State authorities or federal cognizant agency to be ineligible or otherwise unallowable, are to be repaid by Licensor within thirty (30) calendar days of Licensor receiving notice or a written demand for reimbursement from AUTHORITY. Such repayment may include interest, penalties, or related fees, as determined by the California Department of Housing and Community Development or other State authorities. Should Licensor fail to reimburse unallowable costs due to AUTHORITY within fifteen (15) calendar days of demand, or within such other period as may be agreed between both parties hereto, AUTHORITY is authorized to withhold and/or off-set future payments to Licensor. Licensor agrees to include these requirements in all of its subcontracts.

**5.4** Any travel expenses and per diem rates are not to exceed the rates specified by the State of California Department of Human Resources for similar employees (i.e., non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to Licensor at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process, which can be found at the following link: [http://www.dot.ca.gov/hq/asc/travel/ap\\_b/bu1.htm](http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm). Also see the link for a summary of travel reimbursement rules. Licensor agrees to include these requirements in all of its subcontracts.

**5.5** Licensor agrees to submit all invoices to AUTHORITY for services rendered through June 30th no later than \_\_\_\_\_ during the term of this Agreement. AUTHORITY shall not be obligated to pay Licensor for any invoice received after such date.

**6.0 Proprietary Information**

**6.1** Licensor shall:

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

**6.2** Customer agrees it shall not, during the term of this Agreement or thereafter, disclose, make commercial or other use of, give or sell to any person, firm, or corporation, any information of Licensor that is treated and identified in writing to Customer by Licensor as confidential, except Customer can disclose such information if (i) required to do so pursuant to applicable law; (ii) it was rightfully in the possession of Customer from a source other than Licensor prior to the time of disclosure of said information to Customer hereunder; (iii) it was in the public domain prior to the time of receipt; (iv) it became part of the public domain after the time of receipt by any means other than an unauthorized

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act or omission on the part of Customer; (v) it is supplied to Customer after the time of receipt without restriction by a third party who is under no obligation to Licensor to maintain such information in confidence; (vi) it was independently developed by Customer prior to the time of receipt; or (vii) it was developed by Licensor at Customer's expense.

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

**6.4 Licensor Modifications**

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

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

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

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

**7.0 Data Security**

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

- a. Maintain, implement, and comply with a written data security program (the "DataSec Program") that requires commercially reasonable policies and procedures to ensure compliance with this Section 7.0 (Data Security). The DataSec Program's policies and procedures shall contain administrative, technical, and physical safeguards, including without limitation: (a) guidelines on the proper disposal of Customer Data after it is no longer needed to carry out the purposes of the Agreement; (b) access controls on electronic systems used to maintain, access, or transmit Customer Data; (c) access restrictions at physical locations containing Customer Data; (d) encryption of electronic Customer Data; (e) dual control procedures; (f) testing and monitoring of electronic systems; and (g) procedures to detect actual and attempted attacks on or intrusions into the systems containing or accessing Customer Data. Licensor shall review the DataSec Program and all other Customer Data security precautions regularly, but no less than annually, and update and maintain them to comply with applicable California and Federal laws, regulations, technology changes, and best practices.

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

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

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

**8.0 Indemnification**

**8.1 General**

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

**8.2 Intellectual Property**

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

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

**8.3 Exclusion from Intellectual Property Indemnification**

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

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

**9.0 Limitation of Liability**

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

**10.0 Warranties**

Licensor warrants the following:

**10.1 Media Defects**

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

**10.2 Function and Features**

The Software shall possess all material functions and features as described in the Specifications.

**10.3 Performance**

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

**10.4 Compatibility**

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

**10.5 Ninety-Day Return**

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

**10.6 Hardware Configuration**

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

**10.7 Free and Clear Title**

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

**10.8 No Infringement**

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

**10.9 Good and Workmanlike Manner**

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

**10.10 Illicit Code**

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

**10.11 Disclaimer of Warranties**

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

**11.0 Terms and Termination**

**11.1 Term**

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

**11.2 Termination for Cause**

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

**11.3 Termination for Convenience**

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

**12.0 Survival Upon Termination**

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

**13.0 Dispute Resolution**

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

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

If AUTHORITY is required to arbitrate a dispute with the Southern California Association of Governments related to this Agreement in any way, Licensor may be subject to and shall participate in said arbitration as directed by AUTHORITY. A judgment upon the award rendered by arbitration may be entered into any court having jurisdiction thereof. The arbitration panel shall have the authority to grant any remedy or relief that would have been available to the parties had the matter been heard in a court of law. Following arbitration, the arbitration panel shall prepare a written decision containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision. All expenses and fees for the arbitrator and expenses for hearing facilities and other expenses of arbitration shall be borne equally by the parties unless they agree otherwise or unless the arbitrator in the award assesses such expenses against one of the parties or allocates such expenses other than equally between the parties. Either party may bring an action in court to enforce an arbitration award. Licensor agrees to include this provision in all of its subcontracts.

This Article shall survive termination or expiration of the Agreement.

**14.0 Notice**

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

Customer:

Orange County Transportation Authority  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584  
ATTENTION: Gina Torres  
Title: Senior Contract Administrator  
Phone: (714) 560 - 5566  
Email: gtorres@octa.net

Licensor:

,  
ATTENTION:  
Title:  
Phone:  
Email:

**15.0 Order of Precedence**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 5-4117; (3) Licensor's proposal dated \_\_\_\_\_; (4) all other documents, if any, cited herein or incorporated by reference.

**16.0 Audit and Inspection of Records**

Licensor shall provide AUTHORITY, the Southern California Association of Governments, the California Department of Housing and Community Development, the California Department of General Services, the California Bureau of State Audits, or their designated representatives, such access to Licensor's accounting books, records, payroll documents and facilities, as AUTHORITY deems necessary. Licensor shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during Licensor's performance hereunder and for a period of five (5) years after November 14, 2030. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records shall be retained by Licensor and any subcontractors for five (5) years after: (a) the conclusion or resolution of the matter; (b) the date an audit resolution is achieved for each annual Southern California Association of Governments Overall Work Plan; or (c) November 14, 2030, whichever is later. 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. Licensor shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary. This Article shall survive termination or expiration of the Agreement. Licensor agrees to include these requirements in all of its subcontracts.

**17.0 Prohibited Interest**

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

**18.0 Users**

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

**19.0 Platform Specifications**

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

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

**20.1 Delivery and Risk of Loss**

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

**20.2 Installation by Licensor**

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

- a. Installation shall occur not more than ten (10) days after delivery of the Software to Customer, unless otherwise specified and agreed to by both Parties.
- b. Licensor shall conduct its standard diagnostic evaluation at Customer's site to determine that the Software is properly installed and fully ready for productive use subject to testing as provided in Acceptance Testing Article and shall supply Customer with a copy of the results of the diagnostic evaluation promptly after completion thereof.

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

**20.3 Installation by Customer**

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

**21.0 Insurance**

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

- a. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
  - b. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000 each accident;
  - c. Workers' Compensation with limits as required by the State of California including a waiver of subrogation in favor of Authority, its officers, directors, employees or agents;
  - d. Employers' Liability with minimum limits of \$1,000,000;
  - e. Professional Liability with minimum limits of \$1,000,000 per claim; and
  - f. Cyber Liability with minimum limits of \$2,000,000 per claim. Coverage by this insurance this insurance policy shall include without limitation: (a) costs to notify individuals whose Personal Data was lost or compromised; (b) costs to provide credit monitoring and credit restoration services to individuals whose Personal Data was lost or compromised; (c) costs associated with third party claims arising from the Data Breach or loss of Personal Data, including litigation costs and settlement costs; and (d) any investigation, enforcement or similar miscellaneous costs.
- a. Such insurance must address all of the foregoing without limitation if caused by an employee of Licensor or an independent contractor working on behalf of Licensor in performing services under this contract. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. Insurer must have a A.M. Best rating of "A- VII" or better. Any material change in the policy or cancellation must be reported to the Client with not less than thirty (30) days prior written notice with ten (10) days notice for non-payment. The policy must be kept in force during the life of the contract and for five (5) years (either as a policy in force or extended reporting period) after contract termination.

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

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

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



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**21.5** Licensor shall submit required insurance certificates to Authority's insurance tracking contractor, InsureTrack. Licensor shall respond directly to InsureTrack's request for updated insurance certificates and other insurance-related matters by email to [octa@instracking.com](mailto:octa@instracking.com).

**21.6** Licensor shall include on the face of the certificate of insurance, the following information:

- a. The Agreement Number C-5-4117 and, the Senior Contract Administrator's Name, Gina Torres
- b. For Certificate Holder: The Orange County Transportation Authority, its officers, directors, employers and agents, c/o InsureTrack, P.O. Box 60840 Las Vegas, NV 89160.

**22.0 Acceptance Testing**

**22.1 Live Environment Testing**

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

**22.2 Correction of Specification Nonconformities**

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

**22.3 Acceptance Testing**

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

**Phase One**

Licensor shall initially perform its standard test procedures for Customer's personnel and shall certify to Customer in writing that all components and each applicable module are operating in accordance with Specifications. In the event Licensor is unable to, or does not, so certify to Customer within thirty (30) calendar days from the Installation Date, the Software will be deemed not to have completed Phase One.

**Phase Two**

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

**Phase Three**

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

**22.4 Failure to Complete Acceptance Testing Successfully**

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

- a. Customer may terminate this Agreement and request the removal of the Software failing to meet the applicable phase of acceptance testing, in which event Customer may pursue any remedy hereunder or available at law or in equity, or seek to enforce any damages, including any liquidated damages that may be specifically set forth in this Agreement.
- b. Licensor shall install at Licensor's sole expense, within such time period as may be mutually agreed in writing by Customer and Licensor, a direct replacement of the Software failing to meet the applicable phase of the acceptance testing. Such replacements shall be subject to acceptance testing as provided in this Article. Licensor shall use due care in the removal and replacement of Software.

**23.0 Documentation and Training**

**23.1 Documentation**

Licensor shall provide to Customer user manuals and related materials sufficient to allow Customer to utilize fully the Software in accordance with the Specifications. Documentation will include (but is not limited to) overview descriptions of all major functions and detailed step-by-step operating procedures for each screen and activity. The Documentation to be provided by Licensor is in addition to any on-line help which is part of the Software user interface. Licensor shall deliver to Customer upon execution of this Agreement copies of the Documentation as well as a copy of the Documentation in CD-ROM or other media format as requested by Customer. Licensor shall revise such Documentation as necessary to reflect any modifications made by Licensor to the Software. Licensor warrants and represents that the Documentation and all modifications or amendments thereto and any other Documentation that Licensor is required to provide pursuant to this Agreement shall (i) be sufficient in detail and content to allow an appropriately skilled programmer to understand fully, modify, enhance, and correct errors in the Software without reference to any other materials or information. If any user manual or portion thereof is the proprietary materials or intellectual property of a third party, Licensor shall convey to Customer the right (to the extent possible under law) to make copies and to use the material, as Customer deems necessary.

**23.2 Training**

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

**24.0 Escrow Agreement**

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

**25.0 Assignments and Subcontracts**

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

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

Subcontractor Name/Addresses

Subcontractor Amounts  
\$0.00

**26.0 Time is of the Essence**

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

**27.0 Miscellaneous**

**27.1 Amendment**

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

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

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

**27.3 Independent Contractor**

- a. Licensor's relationship to Customer in the performance of this Agreement is that of an independent contractor. Licensor's personnel performing services under this Agreement shall at all times be under Licensor's exclusive direction and control and shall be employees of Licensor and not employees of Customer. Licensor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
- b. Should Licensor's personnel or a state or federal agency allege claims against Customer involving the status of Customer as employer, joint or otherwise, of said personnel, or

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**EXHIBIT C**

allegations involving any other independent contractor misclassification issues, Licensor shall defend and indemnify Customer in relation to any allegations made.

**27.4 Cumulative Remedies**

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

**27.5 Waiver**

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

**27.6 Entire Agreement**

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

**27.7 Severability of Provisions**

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

**27.8 Licensor Bankruptcy**

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

**27.9 Conflict of Interest**

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

This Article shall survive termination or expiration of the Agreement.

Licensor agrees to include these requirements in all of its subcontracts.

**27.10 Advertising and Publicity**

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

**27.11 Code of Conduct**

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

**27.12 Force Majeure**

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

**27.13 Health and Safety Requirement**

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

**28.0 Equal Employment Opportunity**

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

Licensors shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in this Agreement to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR § 92.351.

This Article shall survive termination or expiration of the Agreement.

Licensors agree to include these requirements in all of its subcontracts.

**29.0 Ownership of Reports and Documents**

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

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

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

This Article shall survive termination or expiration of the Agreement.

Licensor agrees to include these requirements in all of its subcontracts.

**30.0 Finished and Preliminary Data**

All of Licensor'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. Licensor 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.

It is expressly understood that any title to preliminary technical data is not passed to AUTHORITY but is retained by Licensor. Preliminary data includes roughs, visualizations, software design documents, layouts and comprehensives prepared by Licensor 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 Licensor causes AUTHORITY to exercise **Error! Reference source not found.**, and a price shall be negotiated for all preliminary data.

This Article shall survive termination or expiration of the Agreement.

Licensor shall include these requirements in all of its subcontracts.

**31.0 Recycling Certification**

Licensor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to AUTHORITY or the Southern California Council of Governments regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).

This Article shall survive termination or expiration of the Agreement.

Licensor agrees to include these requirements in all of its subcontracts.

**32.0 Antitrust claims**

Licensor agrees to comply with Government Code Sections 4550-4554.

This Article shall survive termination or expiration of the Agreement.

Licensor agrees to include these requirements in all of its subcontracts.

**33.0 Child Support Compliance Act**

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**33.1** If the Maximum Payment Obligation exceeds \$100,000, Licensors acknowledges in accordance with Public Contract Code 7110, that:

- a. Licensors recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b. Licensors, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**33.2** This Article shall survive termination or expiration of the Agreement.

**33.3** Licensors agrees to include these requirements in all of its subcontracts.

**34.0 Priority hiring considerations**

If Maximum Payment Obligation includes services in excess of \$200,000, Licensors shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.

This Article shall survive termination or expiration of the Agreement.

Licensors agrees to include these requirements in all of its subcontracts.

**35.0 Loss leader**

If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (Public Contract Code § 10344(e).)

This Article shall survive termination or expiration of the Agreement.

Licensors agrees to include these requirements in all of its subcontracts.

**36.0 Governing law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Unless otherwise required by the funding source, venue for any action arising from this Agreement shall be Orange County, California. This Article shall survive termination or expiration of the Agreement.

**37.0 Non-Discrimination Clause and Statement of Compliance**

During the performance of this Agreement, Licensors, for itself, its assignees and successors in interest agree as follows:

Licensors's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Licensors has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

During the performance of this Agreement, Licensors and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability,

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**EXHIBIT C**

mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Licensors and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Licensors and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 et seq.), the applicable regulations promulgated there under (Title 2 of the California Code of Regulations (CCR) Section 11000 et seq.), the provisions of Government Code Sections 11135-11139.5, and the regulations or standards adopted by AUTHORITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in 2 CCR Section 8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

Licensors shall permit access by representatives of the Department of Fair Employment and Housing (Department) and the AUTHORITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or AUTHORITY shall require to ascertain compliance with this clause.

Licensors and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Licensors shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Licensors, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

Licensors shall comply with regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act). Specifically, Licensors shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Section 21.5, including employment practices and the selection and retention of subconsultants.

This Article shall survive termination or expiration of the Agreement.

Licensors agree to include these requirements in all of its subcontracts.



**PROPOSED AGREEMENT NO. C-5-4117**  
**EXHIBIT C**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-5-4117 to be executed as of the date of the last signature below.

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

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

By: \_\_\_\_\_  
Darrell E. Johnson  
Chief Executive Officer

APPROVED AS TO FORM:

By: \_\_\_\_\_  
James M. Donich  
General Counsel

APPROVED:

By: \_\_\_\_\_  
Johnny Dunning  
Chief Operating Officer

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

**STATUS OF PAST AND PRESENT CONTRACTS FORM**

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

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

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**Information Sheet**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

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

**IMPORTANT NOTICE**

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$500 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$500 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$500 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$500 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$500 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

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

ORANGE COUNTY TRANSPORTATION AUTHORITY  
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

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

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

Is Contributor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Doug Chaffee, Chair**  
**Jamey M. Federico, Vice Chair**  
**Valerie Amezcua, Director**  
**Katrina Foley, Director**  
**William Go, Director**  
**Patrick Harper, Director**  
**Michael Hennessey, Director**  
**Fred Jung, Director**  
**Stephanie Klopfenstein, Director**  
**Carlos A. Leon, Director**  
**Janet Nguyen, Director**  
**Tam T. Nguyen, Director**  
**Vicente Sarmiento, Director**  
**John Stephens, Director**  
**Kathy Tavoularis, Director**  
**Mark Tettermer, Director**  
**Donald P. Wagner, Director**



**EXHIBIT F: SAFETY SPECIFICATIONS**

## LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

### PART I – GENERAL

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

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

#### 1.2 REGULATORY

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

## LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

B. Substance Abuse Prevention Program

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

C. Heat Illness Prevention Program

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

D. Hazard Communication Program

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

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

E. Storm Water Pollution Prevention Plan

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

### 1.3 INCIDENT NOTIFICATION AND INVESTIGATION

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

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

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

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

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

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### 1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

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

### 1.5 PERSONAL PROTECTIVE EQUIPMENT

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

### 1.6 REFERENCES

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

END OF SECTION

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

**PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

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

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

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

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

Check one:

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

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

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only: