

**REQUEST FOR PROPOSALS (RFP) 250014**

# **HARBOR BOULEVARD TRANSIT SIGNAL PRIORITY DEPLOYMENT**



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

**Key RFP Dates**

**Issue Date: Monday, October 13, 2025**

**Question Submittal Date: Friday, October 24, 2025**

**Proposal Submittal Date: November 17, 2025**

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

### **A. NOTICE OF REQUEST FOR PROPOSALS**



### **NOTICE OF REQUEST FOR PROPOSALS**

**(RFP): “Harbor Boulevard Transit Signal Priority Deployment”**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to deliver the Harbor Boulevard Transit Signal Priority (TSP) Deployment:

**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 [Authority's OpenGov Procurement portal](https://procurement.opengov.com/portal/octa/projects/197693), at <https://procurement.opengov.com/portal/octa/projects/197693> before the deadline of 2:00 pm on Monday, November 17, 2025. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to submit a response to “**250014**” on the Authority's OpenGov Procurement portal, and follow the instructions as prompted to submit the proposal. The ability to submit a response will expire at the submittal deadline.

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 Request for Proposals (RFP) may do so by downloading the RFP from the Authority's OpenGov Procurement portal.

To receive all further information regarding this RFP, firms and subconsultants must be registered on OpenGov Procurement and following this RFP on the [Authority's public OpenGov Procurement portal](https://procurement.opengov.com/portal/octa/projects/197693).

A pre-proposal conference will be held both on-site/in-person and via teleconference on Tuesday, October 21, 2025, at 2:30 pm.

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 Administrative Offices I: 550 South Main Street Orange, CA 92868 Conference Room 09.

Prospective Offerors not attending in-person may join or call-in using the following credentials:

- Click here to join the meeting [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MWM1NzhiYTgtMDRmZC00ZTNhLWI4YTEtMzJmMjVIMzUxMTVI%40thread.v2/0?context=%7b%22Tid%22%3a%221e952f6c-c8fc-4e38-b476-ab4dd5449420%22%2c%22Oid%22%3a%229407a9f5-b2b6-45ec-bf64-8b2cd4aff444%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MWM1NzhiYTgtMDRmZC00ZTNhLWI4YTEtMzJmMjVIMzUxMTVI%40thread.v2/0?context=%7b%22Tid%22%3a%221e952f6c-c8fc-4e38-b476-ab4dd5449420%22%2c%22Oid%22%3a%229407a9f5-b2b6-45ec-bf64-8b2cd4aff444%22%7d)
- OR Call-in Number: 916-550-9867
- Conference ID: 470 199 093#

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 January 13 & 14, 2026, as the date(s) 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 state and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Work.

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

A pre-proposal conference will be held both on-site/in-person and via teleconference on Tuesday, October 21, 2025, at 2:30 pm.

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 Administrative Offices I: 550 South Main Street Orange, CA 92868 Conference Room 09.

Prospective Offerors not attending in-person may join or call-in using the following credentials:

- Click here to join the meeting [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MWM1NzhiYTgtMDRmZC00ZTNhLWI4YTEtMzJmMjVIMzUxMTVI%40thread.v2/0?context=%7b%22Tid%22%3a%221e952f6c-c8fc-4e38-b476-ab4dd5449420%22%2c%22Oid%22%3a%229407a9f5-b2b6-45ec-bf64-8b2cd4aff444%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MWM1NzhiYTgtMDRmZC00ZTNhLWI4YTEtMzJmMjVIMzUxMTVI%40thread.v2/0?context=%7b%22Tid%22%3a%221e952f6c-c8fc-4e38-b476-ab4dd5449420%22%2c%22Oid%22%3a%229407a9f5-b2b6-45ec-bf64-8b2cd4aff444%22%7d)
- OR Call-in Number: 916-550-9867
- Conference ID: 470 199 093#

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.

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

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

## **D. ADDENDA**

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

## **E. AUTHORITY CONTACT**

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

Iris Deneau  
Section Manager, Procurement

(714) 560-5786  
ideneau@octa.net

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

## **F. CLARIFICATIONS**

### **1. Examination of Documents**

Should an Offeror require clarifications of this RFP, the Offeror shall submit such request for clarification or inquiry through the "Question and Answer" section of this RFP on the Authority's OpenGov Procurement portal prior to 5:00 pm on Friday, October 24, 2025. 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 issued to this RFP on the Authority's OpenGov Procurement portal.

### **2. Submitting Requests**

All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and received via the Authority's OpenGov Procurement portal before 5:00 pm, on Friday, October 24, 2025.

### **3. Authority Responses**

Responses from the Authority will be posted on the OpenGov Procurement portal at <https://procurement.opengov.com/portal/octa/projects/197693>.

To receive email notification of Authority responses when they are posted on the OpenGov Procurement portal, firms and subconsultants must be registered on OpenGov and following this RFP on the Authority's portal.

## **G. SUBMISSION OF PROPOSALS**

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

Proposals must be received electronically through the Authority's OpenGov Procurement portal before 2:00 pm on Monday, November 17, 2025.

Proposals received after the above-specified date and time or submitted in any manner other than as specified above will be returned to Offerors unopened.

## **2. Acceptance of Proposals**

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

## **H. PRE-CONTRACTUAL EXPENSES**

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

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

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

## **I. JOINT OFFERS**

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

## **J. TAXES**

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

## **K. PROTEST PROCEDURES**

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

## **L. CONTRACT TYPE**

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying firm-fixed prices for individual tasks specified in the Scope of Work, included in this RFP as Attachment A. The Agreement will have five-and-a-half (5.5)-year term.

## **M. CONFLICT OF INTEREST**

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

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

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

## **N. CODE OF CONDUCT**

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

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

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California Public Records Act, Government

Code sections 7920.000 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

If a Proposal does include "confidential" or "proprietary" markings and the Authority receives a request pursuant to the Act, the Authority will endeavor (but cannot guarantee) to notify the Offeror of such a request. In order to protect any information submitted within a Proposal, the Offeror must pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information. The Authority generally does not consider pricing information, subcontractor lists, or key personnel, including resumes, as being exempt from disclosure under the Act. In no event shall the Authority or any of its officers, directors, employees, agents, representatives, or consultants be liable to an Offeror for the disclosure of any materials or information submitted in response to the RFP or by failing to notify an 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 may be held as confidential until such time as the evaluation has been completed; an award has been made by the Board of Directors or Authority Staff, as appropriate; and the contract has been fully negotiated.

#### **P. STATEMENT OF ECONOMIC INTERESTS**

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



## **SECTION II. PROPOSAL CONTENT**

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

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2" x 11" size paper. Charts and schedules may be included in 11"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

#### **1. Letter of Transmittal\***

The Letter of Transmittal shall 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. 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.
- d. Signature of a person authorized to bind Offeror to the terms of the proposal.
- e. Signed statement attesting that all information submitted with the proposal is true and correct.

\*Response required

#### **2. Qualifications, Related Experience and References to 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 provide:

##### **Profile of Firm\***

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.

\*Response required

**Firm's Financial Condition\***

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.

\*Response required

**Firm's Experience\***

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.

\*Response required

**Subcontractors\***

Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.

\*Response required

**Lobbying or Advocating Services on Behalf of Offeror\***

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.

\*Response required

**References\***

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.

\*Response required

**Do you have a Dun & Bradstreet (DUNS) number? If so, enter it here.**

**Do you have an Unique Entity Identifier (UEI) number? If so, enter it here.**

**3. 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:

**Identify Key Personnel\***

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.

\*Response required

**Resumes of Key Personnel\***

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.

\*Response required

**Adequacy of Labor Resources\***

Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.

\*Response required

**Project Organization Chart\***

Provide a project organization chart, which clearly delineates communication/reporting relationships among the project staff.

\*Response required

**Key Personnel Availability\***

Provide 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.

\*Response required

**4. 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:

**Approach\***

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.

\*Response required

**Sequence of Activities\***

Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.

\*Response required

**Project Schedule\***

Furnish a project schedule for completing the tasks in terms of elapsed weeks.

\*Response required

**Quality Control Methods\***

Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.

\*Response required

**Special Issues or Problems\***

Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.

\*Response required

**Enhancements or Procedural/Technical Innovations to Scope of Work\***

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.

Do you have any such enhancements or innovations to propose?

☐ Yes

☐ No

\*Response required

When equals "Yes"

**Enhancements or Innovations\***

You have indicated that you have enhancements or procedural or technical innovations to the Scope of Work to propose. As previously stated, such enhancements or innovations must not materially deviate from the objectives or required content of the project.

\*Response required

**5. Exceptions/Deviations**

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

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and

deviations that receive a “fail” status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a “fail” status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a “fail” status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

### **Exceptions or Deviations\***

Do you have any exceptions and/or deviations from the requirements of this RFP?

☐ Yes

☐ No

\*Response required

When equals "Yes"

### **Exceptions or Deviations - Yes\***

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

- [Proposal Exceptions and Dev...](#)

\*Response required

## **6. Cost and Price Proposal**

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

### **Price Summary Sheet\***

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.

\*Response required

## **7. Forms**

### **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 and it must be included in only the original 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 on March 9, 2026. 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 March 2, 2026 and sent via e-mail to the Contract Administrator.

- [Campaign Contribution Discl...](#)

\*Response required

#### **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 the completed form(s) as part of its proposal.

- [Status of Past and Present ...](#)

\*Response required

#### **8. Submittal**

##### **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.

\*Response required

##### **Submittal Confirmation\***

Proposer hereby certifies that all information provided within this proposal is accurate to the best of their knowledge. Proposer acknowledges that they have examined and carefully studied all RFP and Contract Documents and any Addenda and that they have provided any

necessary proof of their authority to submit a proposal on behalf of the Company/Firm Name stated on the proposal thereby committing the Company/Firm to the information contained within.

☐ Please confirm

\*Response required

**Technical Solution Design (TSD) Narrative\***

Provide a TSD narrative highlighting the proposed technical solution for OCTA. This narrative shall include a description of the technical architecture and the justification for the 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

\*Response required

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

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

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

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Qualifications of the Firm</b>  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.	0-5 Points	20 <i>(20% of Total)</i>
2.	<b>Staffing and Project Organization</b>  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.	0-5 Points	25 <i>(25% of Total)</i>
3.	<b>Work Plan</b>  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.	0-5 Points	30 <i>(30% of Total)</i>
4.	<b>Cost and Price</b>  Reasonableness of the total price as well as the individual tasks; competitiveness with other offers received; adequacy of data in support of figures quoted.	0-5 Points	25 <i>(25% of Total)</i>

#### **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 January 13 & 14, 2026, as the date(s) 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 Regional Transportation Planning 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 the Authority's OpenGov Procurement portal. Such notification shall be made within three (3) business days of the date the contract is awarded.

## SCOPE OF WORK

### HARBOR BOULEVARD TRANSIT SIGNAL PRIORITY DEPLOYMENT

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## **1. BACKGROUND**

The Harbor Boulevard corridor is a critical multimodal route in central Orange County, spanning the cities of Anaheim, Fountain Valley, Fullerton, Garden Grove, and Santa Ana. The twelve (12)-mile corridor serves OC Bus routes 543 (Rapid) and 43 (local) routes, which collectively support over 10,000 daily boardings. Eight percent (8%) of all Orange County Transportation Authority (OCTA) bus ridership and over 50,000 vehicles travel this route each day. This corridor connects vital destinations including medical facilities, California State University, Fullerton, Disneyland, Santa Ana College, places of worship, and shopping centers.

In 2023, OCTA was awarded \$1.6 million in US Department of Transportation's Stage 1 Strengthening Mobility and Revolutionizing Transportation (SMART) program funds to pilot a cloud-based transit signal priority (TSP) system on a segment of Harbor Boulevard. This quick-build pilot, implemented in November 2024, was evaluated for both transit performance benefits and impacts to general vehicular traffic, confirming its viability for broader deployment. Simultaneously, in July 2023, the OCTA Board of Directors (Board) approved the acceptance of Regional Early Action Planning Grants of 2021 (REAP 2.0) funds, administered by the Southern California Association of Governments, to implement Stage 2 of the Harbor Boulevard TSP expansion. As one of the eleven OCTA-led projects under REAP 2.0, this Stage 2 initiative includes the full deployment of cloud-based TSP along the entire OC Bus Rapid 543 Route corridor with a budget of \$2.34 million. Improved bus reliability and predictability will allow commuters to reach their jobs, medical appointments, schools, and homes in a safe and timely manner. Lastly, the project would allow OCTA to use buses more efficiently and improve the driving experience for OCTA coach operators.

Orange County agencies have made significant investments in their signal infrastructure, improving communication between the signalized intersections and their respective Traffic Management Centers (TMCs). OCTA buses host a suite of equipment that allows for comprehensive data collection, remote network communications, and location tracking that exchange information between the bus operator and the OCTA Traffic Operation Center (TOC). Each bus is equipped with a Cradlepoint router (IBR1100 or IBR1700) with cellular connection to OCTA's Conduent OrbCAD Computer-Aided Dispatch/Automatic Vehicle Location (CAD/AVL) system. Bus locations are polled by the OrbCAD system and uploads the General Transit Feed Specification (GTFS) package to the Swiftly data engine roughly every five to ten seconds. This frequency and level of data detail is well-suited for integration with centralized or cloud-based TSP platforms, enabling timely, data-driven priority requests to traffic signal systems.

## **2. PROJECT GOALS AND OBJECTIVES**

The Harbor Boulevard Transit Signal Priority Deployment (Project) includes fifty-two (52) signalized intersections along the OCTA Harbor Boulevard Rapid 543 Route from the OCTA Santa Ana Base at MacArthur Boulevard and Hyland Avenue in the City of Santa Ana to the Fullerton Transportation Center (FTC) at Commonwealth Avenue and Pomona Avenue in the City of Fullerton, as shown in worksheet B5 of Attachment A. The signalized intersections are owned and operated by the Project partners, cities of Anaheim, Fountain Valley, Fullerton,

Garden Grove, and Santa Ana, with remote access for signal operations from each agency's Advanced Traffic Management System (ATMS) located at their respective TMCs. This Project's goals and objectives are summarized below.

- **Expand Cloud-Based TSP** along Harbor Boulevard, implementing TSP at approximately fifty-two (52) signalized intersections to improve bus travel time reliability and on-time performance for OC Bus Rapid 543 Route.
- **Leverage real-time data** from Swiftly static and real-time GTFS feed to inform dynamic TSP requests based on vehicle location.
- **Modernize traffic signal infrastructure** to support cloud-based TSP functionality, including:
  - Replacement or upgrade of traffic signal controllers;
  - Deployment of field communications switches for network reliability;
  - Installation or upgrade of firewall and security systems at TMCs.
- **Enhance multimodal corridor performance** by reducing bus delay without significantly disrupting cross-traffic or vehicular operations.
- **Support corridor-wide coordination** among multiple jurisdictions (Anaheim, Fountain Valley, Fullerton, Garden Grove, Santa Ana) by implementing a standards-based TSP system, using protocols such as NTCIP 1211 and 1202.
- **Establish a scalable, replicable model for future TSP** deployment throughout Orange County.

This Project is fully funded by REAP 2.0 with a funding expenditure deadline expected to be December 30, 2026. the selected Consultant shall provide an understanding of the funding requirements throughout the delivery of the project.

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

OCTA is soliciting proposals from all qualified firms, including but not limited to licensors, authorized distributors, and certified value-added resellers (collectively referred to as "Consultants"). Consultants are invited to propose the most current and effective technology solutions that align with the Project's objectives and meet the specific requirements outlined in this Scope of Work (SOW) and Request for Proposals (RFP) 250014.

By submitting a proposal, the Consultant acknowledges that they have reviewed and understand the following documents and criteria:

- Evaluation Criteria
- Project Goals, Objectives, and High-Level Scope
- Attachment A

#### 4. TECHNICAL PROPOSAL

OCTA encourages Consultants to offer the latest available technology solutions that best meet the Project objectives and specific requirements listed herein. Consultant's proposal response shall include the following information:

##### FIRM QUALIFICATIONS

As part of the proposal, the Consultant shall provide a comprehensive statement demonstrating their qualifications for selection. This shall include:

- A detailed summary of technical experience in performing work of a closely similar nature.
- An overview of the firm's overall strength and organizational stability.
- An assessment of the strength, stability, experience, and technical competence of any proposed subcontractors.
- Client references that would be close in nature to the project needs and/or industry alignment.
- This information will be used as a basis for evaluating the Consultant's capability to successfully perform the services described in this Scope of Work (SOW) and Request for Proposals (RFP).

##### STAFFING AND PROJECT ORGANIZATION

Consultant shall possess demonstrable experience in the implementation of the software solution specified for this Project.

##### 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 the 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/stages of the project and the high-level tasks in sufficient detail as a roadmap for the deliverables. Tasks shall be grouped into the project phases/stages, 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 regular work-day activities, business cycles, holidays, and other work-day

constraints. This alignment may result in eight (8) to twelve (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**

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

- **ATTACHMENT A**

Consultant shall utilize the Microsoft Excel spreadsheet provided as part of this RFP package to respond to all questions pertaining to Attachments A. The completed Excel spreadsheet file must be included in the proposal submittal. Supplementary screenshots are not required and should not be included as part of the supporting documentation.

- **PRICE SUMMARY SHEET**

Consultants shall utilize the Price Summary Sheet provided as part of this RFP package. The completed Price Summary Sheet must be included in the proposal submittal.

Prices shall include all direct costs, indirect costs, profit, and applicable taxes. OCTA intends to award a firm-fixed price contract for a five-and-a-half (5.5)-year solution. The contract term shall start with the six (6)-month implementation phase followed by the five (5)-year software maintenance and support upon formal acceptance of the implemented solution by OCTA.

## **5. DEMONSTRATION/INTERVIEW**

Consultants may be invited to participate in a system demonstration and/or interview as part of the evaluation process. The purpose of the demonstration is to allow the Consultant to present key functionalities of the proposed solution in alignment with OCTA's business and technical requirements.

## **6. 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 OCTA and Partnering Resources, and Information Systems (IS) departments which will meet regularly (every two [2]-four [4] weeks) to drive efforts, address issues.
- An OCTA 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.
- A Senior 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.
- An Application Analyst (AA) will be assigned.
- System users will be available during certain testing periods. All users of the system will participate, provided they have received proper training.

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

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

- Project Management and Documentation – The various administrative efforts and documentation to implement this system / project.
- Electronic device, power supply, and mounting.
- Hosted Application Software – The latest software version, including any related application software or modules required.
- Other Related Software – This includes all software utilities, report writers, workflow software, development tools, hardware drivers, etc., that are required to operate and maintain the application software.
- Annual Maintenance – The annual maintenance and support for a minimum of five (5) years for all software that is being licensed.
- 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 for OCTA resources (Section 6, above).
- Organizational Change Management (OCM).

## **8. 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 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 resources shall backup all work products/artifacts at the end of each workday onto an OCTA designated storage device (most likely a SharePoint repository or shared network drive setup for the Project Team). The intent is to create a collaborative work environment, providing visibility to work in progress.
- 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.
- 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.

## **9. BUSINESS NARRATIVE**

The new system will serve as OCTA's first TSP solution in Orange County. The new system will be remotely accessible by OCTA and partner stakeholders to manage and monitor TSP operations. Users will have real-time access to communication status, TSP performance metrics, and reporting tools.

Key system features shall include:

- A centralized repository for managing and monitoring transit, traffic, and signal operations with TSP capabilities.
- Customizable dashboards and reports to provide real-time key performance indicators.
- Automated alerts and notifications for critical failures that will impact TSP operations.

Once TSP is enabled, OCTA and partner stakeholder users will have the capability to evaluate the effectiveness of the implemented TSP business rules and their impacts to signalized intersection operations. All data collected from third-party or other integrated platforms, traffic signal controllers, and relevant connected vehicle sources will be securely stored and maintained, ensuring availability and reporting purposes. The TSP system will integrate bus, traffic, and signal operations to improve bus service reliability and provide actionable data insights, thereby enhancing efficiency for OCTA and its partner stakeholders.



## 10. CONTRACT TASKS

The following Tasks correspond to contractual payment schedule.

### TASK 1 – PROJECT PLANNING AND MANAGEMENT

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

### **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. An Item Log shall be developed and 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 it will be received by noon (Pacific Time) on the Friday it is due. The format for progress reporting can be in Consultant's format. Efforts shall be delineated within the status report for each workgroup (aka project workstream) to permit a clear representation of the individual efforts. The Consultant shall present a Project Status Report template that will be used during the Project for OCTA PM approval prior to submitting the reports. 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/all project-specific deliverables that shall be produced by Consultant during the project engagement shall be provided to OCTA in advance of the start of project to permit OCTA adequate time to assess the reasonableness of the content and approve the format and proposed content.
- **Documentation Repository**. OCTA will 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 Microsoft Office suite, or as approved by the OCTA PM.

### **Objectives**

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

### **Deliverables**

- 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 and agency stakeholder requirements, including use-cases, from OCTA and stakeholder personnel to ensure the system is configured in a way that meets the needs of OCTA processes and policies. This includes gathering necessary equipment cutsheets for the traffic signal controllers and communication switches identified in Section B6 of Attachment A for OCTA approval prior to procurement, configuration, and installation.

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 final Requirements deliverable must be approved by the OCTA Business and Technical teams.

### **Objectives**

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

### **Deliverables**

- Hardware cutsheets for approval.
- Detailed and approved **Requirements** documentation in the form of a Requirements Matrix.

## **TASK 3 – DESIGN AND PROCUREMENT**

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/agency stakeholder technical standards. Prior to each review, Consultant shall submit a design review package that includes the design and other information required for the review, including an architecture topology diagram, data flow diagram, hardware, and software versions, network, and security diagrams.

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

- Preliminary Design Review
- Final Design Review

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

- Detailed technical descriptions of the system's major components, allowing a thorough understanding of the implementation of the proposed System Components.
- Interface diagrams.
- Software system level flow charts, if applicable. Software data backup and recovery procedures.

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

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

The Design Review shall be to acquaint OCTA and OCTA stakeholders with Consultant's intended design and procurement activities, and 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.
- Provide narrative descriptions of TSP business rules proposed for Project corridor, including recommended timing modifications to achieve the proposed operation.
- 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 GTFS feed, that 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.
- 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, including security needs.
- Answer and document application set up questions during the application implementation process.
- Procure solution and supporting field equipment per approved design.

### **Deliverables**

- Design Documentation that includes all implementation and configuration changes.
- 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.
- Procurement of approved signal equipment.

## **TASK 4 – CONFIGURE / BUILD**

Consultant shall build / customize / configure the application to ensure compatibility with the system requirements. Consultant shall procure the traffic signal equipment and deliver to the respective agency stakeholders, who will be responsible for configuring and installing the traffic signal controllers and communication switches in preparation for the TSP solution. Consultant shall be responsible for implementing any TSP-related parameters and configurations into every traffic signal controller following the installation by agency stakeholder resources. Changes shall be documented and reviewed with OCTA.

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

### **Objectives**

- Perform application build according to the requirements.
- Fully configured, installed and 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 be required to 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-, load-, stress-, functional-, non-functional-, device-, and network-testing.
- Testing may include backup and restore, and disaster recovery procedures.
- Consultant's technical members shall assist OCTA and agency stakeholder 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. It is recommended the duration of UAT be approximately five (5) weeks. Consultant shall be responsible for supporting the UAT efforts, including:

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

### ***Objectives***

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

### ***Deliverables***

- 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.

- Approved training artifact that describes the mediums that will be used (videos, manuals, classes, etc.).



- Comprehensive training documentation shall be provided covering all system features and functionality for specific use by OCTA users, as well as partnering agencies and non-OCTA users identified in the scope of the Project. Detailed manuals, outlines, and lesson plans shall be prepared and submitted for approval. Instructional materials shall address all relevant equipment, system features, and functionalities to ensure full comprehension. The documentation shall be provided in both digital and print formats and shall include clear descriptions and explanations of all features and functions of the application, step-by-step guidance on how to operate the application, and common troubleshooting techniques. Training materials shall also include video tutorials and concise Quick Reference Guides to support both OCTA and partnering agencies in effectively utilizing the system.
- Consultant shall be required to provide training for IT (technical training), and System Administration, Super-Users, and End-User training for OCTA, agency stakeholders, and OCTA contracted employees. Specific training topics shall be focused on the audience, for example:
  - Basic administration for all users
  - Customization of user interface and customer fields
  - API or batch process integration with data specialists
  - Configurations (i.e. TSP business rules) for administrators
  - Updates and Patch Release process with IT personnel
- Training shall be conducted at OCTA's administrative offices in Orange, CA. Other methods shall require OCTA approval.
- Consultant shall allocate sufficient training time to ensure all trainees achieve the necessary confidence and competency to perform their assigned job functions. The Consultant shall develop and submit a comprehensive training plan that provides a minimum of sixteen (16) hours of instruction, delivered over a four (4) weeks prior to User Acceptance Testing (UAT), and an additional four (4) week period prior to system go-live. Each training period shall consist of four (4) training days per week, with two (2) hours of instruction per day. The proposed training delivery method, schedule, and supporting materials shall be submitted to OCTA for review and approval prior to implementation. OCTA will provide the Consultant with a list of users to be included in the training plan.

### ***Objectives***

- Ensure that the OCTA team members have an understanding to internally manage and support all technological 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. Consultant shall coordinate closely with OCTA stakeholders to ensure the deployment of traffic signal devices is completed prior to moving forward with the TSP solution implementation.

### **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.

### **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 to follow a structured time allocation, with defined days of service to be provided each week. Service level expectations will be highest during the initial phase and will be systematically reduced over time. Specifically, support will be provided five (5) days per week during the initial go-live period, tapering to three (3) days per week after the first month, and subsequently to one (1) day per week by the end of the third month, unless otherwise agreed upon by OCTA.
- OCTA requires that all changes to the Production environment be approved by the project sponsor, business owner and OCTA PM.

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

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

### ***Objectives***

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

- Plan for support-related activities.
- Create schedule.
- Determine Production Validation tests.
- Fully configured, installed and operational solution in a production environment.
- Create all identified data interfaces.
- 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.
- Production environment solution installed and configured addressing all listed requirements (including all identified interfaces).

### ***Deliverables***

- Readiness Assessment Report.
- Draft the Implementation (Deployment) Plan.
- Approved Implementation (Deployment) Plan.
- Go-Live Schedule.
- Deployment Checklist.
- Production Validation Tests.
- Go-Live Support Plan.
- Approved Change Control.
- Final Acceptance, consultant shall assist OCTA in evaluating results of Production Acceptance Testing. Based on the outcome of this testing, decisions related to setup and processes may need to be re-evaluated in order to achieve desired results.
- 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 SOW, 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 SOW.

- 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.
- Consultant shall develop and submit a comprehensive post-deployment Support Plan to OCTA for approval, to accompany the application. The Support Plan shall cover a five (5) year period following deployment and shall include provisions for application stabilization, limited enhancements, and ongoing maintenance. The Support Plan should be structured as a phased approach, with the highest allocation of support efforts in Year 1, followed by a progressive reduction in each subsequent year. The plan shall include a total number of hours reasonably proposed by Consultant and agreed to by OCTA to be allocated over the five (5)-year term.
- Consultant shall clearly define the annual support schedule and associated hourly allocations in the submitted Support Plan, which must be incorporated into the overall proposal.

### **Objectives**

- Ensure resolution of all pre-Go-Live defects and system issues to OCTA's satisfaction.
- Support system functionality in alignment with the SOW during the warranty period.
- Deliver Help Desk services for issue resolution and end-user support plan ongoing support clearly defined.
- Provide access to a support phone line and web portal for issue tracking.
- Provide a minimum 60-calendar-day warranty beginning after Go-Live and final system acceptance.
- Develop and submit a Support Plan.

### **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.

## **11. ATTACHMENT A: HARBOR BLVD TSP REQUIREMENTS**

This section includes an outline of the various worksheets within Attachment A: *Harbor Blvd TSP Business Requirements.xls*.

### **A1: VENDOR RESPONSE INSTRUCTIONS**

Definitions for Consultant Response to the Business Requirements:

Functional and Non-Functional Requirements List	
OCTA's Priority	Description
1 - Required	Requirement is available in organizations current solution.
2 - Preferred / Nice to Have	Requirement is not required but is preferred.
3 - Out of Scope	Out of scope for this RFP. No response needed.
Responses for both Functional and Non-Functional Requirements	
Proposed Solution's Capability	Description
Yes	Software has the ability to meet the requirements functionality and is available in the current version of software.
Exception	Software has the ability to meet the requirement, explanation required.
Future Enhancement	Software feature is approved and the product roadmap and includes a timeframe.
Not Available	Software does not have the functionality and no plans for the function in product roadmap.
Method to Implement	Description
OOTB with configurations	The "Out-Of-the-Box" product has this capability using system configuration(s) .
Software Customization	Requirement can be met when software is customized.
Software Customization and 3rd Party Software	Both a product customization and 3rd party software would be required to meet this requirement.
3rd Party Software	Other customers accomplish this requirement using 3rd party software.

## A2. FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS

Consultant shall submit response to the Requirements in Microsoft Excel (.xls) format with Consultant's proposal. Provide a response for each individual functional and non-functional requirement relevant to how Consultant's system meets the respective requirements.

The figure below is a screen shot of the Requirements List in the Microsoft Excel file. OCTA's requirements are organized by Category, Sub-category / Process, and Priority. Consultant is expected to review these requirements in detail and indicate their understanding by populating the proposed system's capability, method to implement, costs for customizations, and third-party software, and any relevant comments and assumptions (columns G through L for functional requirements and columns F through K for non-functional requirements of the Requirements Microsoft Excel file).

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

OCTA's Priority	Proposed Solution's Capability	Method to Implement
1 - Required		
1 - Required	Yes	OOTB with configurations
	Exception	Software Customization
1 - Required	Future Enhancement	Software Customization and 3rd Party Software
	Not Available	3rd Party Software
1 - Required		
1 - Required		
1 - Required		
1 - Required		

Dropdown Options

- **Method to Implement:** How is the requirement achieved?

- **Software Customization Costs & 3<sup>rd</sup> Party Software Costs** shall be provided if the requirement shall be accomplished by implementing a software customization or third-party software. If a software customization or a piece of third-party software is proposed to satisfy multiple requirements, then the cost by line item is not required. Instead, Consultant shall reference the customization, or third-party software in their requirements response and include the customization or third-party software and interface development costs in the Price Summary Sheet (**Exhibit B**).
- **Consultant Comments** may be added to Consultant's response for any requirement. If customization or partial customization is indicated, then Consultant shall explain level of effort and risk. If future release is expected, Consultant shall indicate target release number and date within project timeline. If third-party software is proposed, Consultant shall indicate which software.
- **Consultant Assumptions** shall be identified and included, as applicable.

### **A3: VENDOR QUESTIONNAIRE**

Use the table to identify software and hardware requirements, as well as software support responses and other system highlights. Use the table to indicate a clear response to the project implementation tasks and deliverables under Section 10 of the SOW, "Contract Tasks". This table shall be submitted in Excel format as part of Consultant's proposal.

### **B1: REPORTS**

For the purpose of defining the reporting requirements (current or future reporting needs).

### **B2: INTERFACES AND DATA EXCHANGE**

A listing of interfaces and data exchanges that must be supported as part of the implementation effort.

### **B3: SYSTEM USERS**

The number of users that must be supported as part of the software licensing.

### **B4: PROJECT STUDY AREA**

A map of the study area that identifies the signalized intersections and bus stops along the OC Bus Rapid Route 543 along the Harbor Boulevard corridor.

### **B5: LOCATIONS**

A list of office locations for this initiative. Additionally, a list of signalized intersections on the project area as shown in B4 along with the traffic signal controller and communication switch upgrades required for this project.

### **B6: OCTA SYSTEM TOPOLOGY DIAGRAM**

Describes the current and future state of system connectivity.

## 12. SOFTWARE PERFORMANCE SERVICE LEVEL AGREEMENT (SLA)

Software performance expectations are provided. Service-level requirements are provided within the Functional and Non-Functional Requirements List, as well as the additional worksheets in Attachment A.

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.

### **LIMITATION ON GOVERNMENTAL DECISIONS**

Nothing contained in this scope of work permits the 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.



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.

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### **SYSTEM REFERENCE DOCUMENTS**

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[B4: PROJECT STUDY AREA](#)

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[B6: OCTA SYSTEM TOPOLOGY DIAGRAMS](#)

## Requirement Response Instructions

*\*Note: Please use the following table to respond.*

Functional and Non-Functional Requirements List	
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Software Customization	Requirement can be met when software is customized.
Software Customization and 3rd Party Software	Both a product customization and 3rd party software would be required to meet this requirement.
3rd Party Software	Other customers accomplish this requirement using 3rd party software.

### Column Color Codes

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



INFORMATION PROVIDED BY OCTA					
ID	System Requirement	Category	Sub-category	Process	OCTA's Priority
1	As a user, I will have the ability to log into the transit signal priority (TSP) system using secure, authenticated credentials issued by my city or authorized agency.	Functional	Security	Role Based Access Control	1 - Required
2	As a user, I will have the ability to access the system only if my credentials are verified through multi-factor authentication (MFA) or equivalent secure login protocols.	Functional	Security	Role Based Access Control	1 - Required
3	As a user, I will have the ability to access the TSP data, metrics, and configuration tools relevant to my city with read-only access to other locations (e.g., Garden Grove users will see Fullerton intersections but will not be able to modify).	Functional	Security	Role Based Access Control	1 - Required
4	As a user, I will have the ability to be assigned a role (e.g., administrator, analyst, viewer), which determines the extent of my permissions (view-only vs. editable access).	Functional	Security	Role Based Access Control	1 - Required
5	As a user, I will have the ability to request changes to user access levels and permissions through a centralized or city-level administrator.	Functional	Security	Role Based Access Control	1 - Required
6	As a system administrator, I will have the ability to run reports that show which users are assigned to which security roles.	Functional	Security	Reporting/Analytics	1 - Required
7	As a system administrator, I will have the ability to run reports that display the configuration of security roles, including permissions/functions granted.	Functional	Security	Reporting/Analytics	1 - Required
8	As a user, I will have the ability to run reports on system parameter settings (e.g., thresholds, integration configurations, defaults).	Functional	Security	Reporting/Analytics	1 - Required
9	As a system administrator, I will have the ability to run reports on workflow configurations, including steps, assigned roles, and approval paths.	Functional	Security	Reporting/Analytics	1 - Required
10	As a user, I will have the ability to filter reports by user, role, department, parameter, or workflow type to find specific information quickly.	Functional	Security	Reporting/Analytics	1 - Required
11	As a user, I will have the ability to export reports (e.g., PDF, Excel, CSV) for analysis, audit, and compliance purposes.	Functional	Security	Reporting/Analytics	1 - Required
12	As a system administrator, I will have the ability to onboard new users, deactivate access, and assign roles as needed for city staff or third-party contractors.	Functional	Security	Security	1 - Required
13	As a system administrator, I will have the ability to view an audit log of all user actions (e.g., changes to signal priority rules, manual overrides, dashboard access).	Functional	Security	Audit	1 - Required
14	As a system administrator, I will have the ability to monitor login activity by city, user ID, and timestamp to detect unauthorized access attempts.	Functional	Security	Audit	2 - Preferred / Nice to Have
15	As a user, I need access to workflows and configuration options relevant to my assigned role(s), ensuring secure and efficient access.	Functional	Security	Security	1 - Required
16	As a system, I must authenticate and authorize users based on their assigned roles and permissions before granting access to workflows or configuration functions.	Functional	Security	Security	1 - Required
17	As a system, I must enforce role-based access control (RBAC) to ensure users only see and perform tasks they are permitted to.	Functional	Security	Security	1 - Required
18	As a system, I must provide a centralized role and function catalog where administrators can define, assign, or revoke user roles.	Functional	Security	Security	1 - Required
19	As a system, I must support workflow visibility rules that ensure users only view workflows applicable to their role(s).	Functional	Security	Configuration	1 - Required
20	As a system, I must maintain basic configuration settings (e.g., system parameters, integration points, notifications) with access restricted to authorized roles (e.g., system administrators).	Functional	Security	Configuration	1 - Required
21	As a user, the system must provide audit logs and reports showing which users hold which roles and what functions they have access to.	Functional	Security	Audit	1 - Required
22	As a user, the system must capture and display changes to user roles, including who made the change, what was changed, and when.	Functional	Security	Audit	1 - Required
23	System must be able to generate workflow access reports, showing user participation, approvals, and workflow history by role.	Functional	Security	Reporting/Analytics	1 - Required
24	System must provide a configuration change log that tracks updates to key system settings, accessible to auditors and compliance officers.	Functional	Security	Reporting/Analytics	1 - Required
25	System must generate accurate and up-to-date reports on user role assignments.	Functional	Security	Reporting/Analytics	1 - Required
26	System must generate reports showing role configurations and their associated permissions.	Functional	Security	Reporting/Analytics	1 - Required
27	System must generate reports on system parameter settings.	Functional	Security	Reporting/Analytics	1 - Required

INFORMATION PROVIDED BY OCTA					
ID	System Requirement	Category	Sub-category	Process	OCTA's Priority
28	System must generate reports on workflow configurations (steps, participants, routing rules).	Functional	Security	Reporting/Analytics	1 - Required
29	System must provide filtering and search functions within reporting modules.	Functional	Security	Reporting/Analytics	1 - Required
30	System must provide secure export functionality (PDF, Excel, CSV) restricted to authorized roles.	Functional	Security	Reporting/Analytics	1 - Required
31	System will be capable to send real-time bus and signal data securely, using end-to-end encryption (e.g., TLS/SSL) to prevent interception or tampering.	Functional	Security	Data Transmission	1 - Required
32	System will be capable to receive real-time bus and signal data securely, using end-to-end encryption (e.g., TLS/SSL) to prevent interception or tampering.	Functional	Security	Data Transmission	1 - Required
33	System will be configurable to protect transmitted data where it matters such as; -Bus Onboard Systems (i.e., Automatic Vehicle Location AVL / CAD-AVL systems, Onboard communications modules cellular, DSRC, or 5G modems) -Traffic Signal Controllers (i.e., Local controllers at intersection) -Traffic Management Center (TMC) Systems (i.e., Cloud-hosted, on-prem systems that process requests, arbitrate priority, push signal timing adjustments.) -Transit Operations Center Systems ( i.e., scheduling systems, data warehouse AVL/TSP logs, API's if integrated with traffic signals)	Functional	Security	Data Transmission	1 - Required
34	System will comply with industry standard cyber security framework (e.g. NIST 800-53, CJIS guidelines (if applicable), Local agency cybersecurity policies	Functional	Security	Compliance	1 - Required
35	Cloud Based System will have the ability to support TSP operations with ATC-compliant signal controllers, including those from major manufacturers (i.e., Econolite, McCain, Trafficware, Q-Free, and Yunex)	Functional	TSP Handling	Compliance	1 - Required
36	System will have the ability to manage signal priority operations for multiple bus routes spanning several city jurisdictions using cloud-based coordination.	Functional	Integration	Data Transmission	1 - Required
37	System shall be capable of receiving both static and real-time General Transit Feed Specification (GTFS) data from Swiftly at near real-time intervals.	Functional	Signal Request	Data Transmission	1 - Required
38	System will have the ability to interface with Swiftly data services to ingest near real-time bus location updates for use in transit signal priority (TSP) logic.	Functional	Integration	Data Transmission	1 - Required
39	System will have the ability to calculate Estimated Time of Arrival (ETA) updates as frequent as the data is received from Swiftly.	Functional	Signal Request	Reporting/Analytics	1 - Required
40	System will have the ability to associate each transit vehicle with a Swiftly "run" number and dynamically update route data in real time.	Functional	Signal Request	Reporting/Analytics	1 - Required
41	System will have the ability to generate NTCIP 1211 Priority Request messages when a bus approaches a signalized intersection under qualifying conditions.	Functional	Signal Request	Reporting/Analytics	1 - Required
42	System will have the ability to communicate with signal controllers using the NTCIP 1211 standard protocol.	Functional	TSP Handling	Compliance	1 - Required
43	System will have the ability to transmit priority requests to field signal controllers using standard traffic protocols (e.g., NTCIP 1211).	Functional	Signal Request	Data Transmission	1 - Required
44	System will have the ability to evaluate TSP conditions (e.g., lateness threshold, route eligibility, direction) before issuing a request.	Functional	Infrastructure	Data Management	2 - Preferred / Nice to Have
45	System shall support simultaneous priority requests for multiple buses operating on the same corridor for both directions as well as intersecting corridors. Conflicts for overlapping resolved based on configurable priority logic.	Functional	Signal Request	Data Transmission	2 - Preferred / Nice to Have
46	System will have the ability to host TSP logic, control rules, and data processing in a secure, cloud-based environment.	Functional	Infrastructure	Data Management	1 - Required
47	System will have the ability to ingest and integrate signal data and controller settings from multiple city central systems to the cloud.	Functional	Infrastructure	Data Management	1 - Required
48	System will have the ability to collect and store detailed logs of all TSP events, including timestamps, vehicle IDs, intersection IDs, and outcomes.	Functional	Performance Metrics	Reporting/Analytics	1 - Required

INFORMATION PROVIDED BY OCTA					
ID	System Requirement	Category	Sub-category	Process	OCTA's Priority
49	System will have the ability to report Key Performance Indicators (KPIs) such as, but not limited to the following: -ETA accuracy and variability -TSP request success rate -Average green delay/extension time -On-time performance improvement -Reduction in bus stop delay	Functional	Performance Metrics	Reporting/Analytics	1 - Required
50	System will have the ability to report and visualize performance metrics that integrate bus and signal data for operational analysis, which may include but is not limited to the following: - Delay for main street and side street movements at signalized intersections - Green time taken from each phase per signalized intersection - TSP requests per approach per signalized intersection - Reason for denial of TSP request - Travel time comparison (e.g., before/after, between vehicles and bus on the route, etc.)	Functional	Performance Metrics	Reporting/Analytics	2 - Preferred / Nice to Have
51	System will have the ability to customize performance metric reports as define by OCTA.	Functional	Performance Metrics	Reporting/Analytics	2 - Preferred / Nice to Have
52	System will have the ability to log and process TSP data independently per city, ensuring local control of signal behavior.	Functional	System Configurability	Rules/Parameters	1 - Required
53	System will have the ability to apply TSP rules per city while still maintaining corridor-level logic for coordinated routing.	Functional	System Configurability	Rules/Parameters	1 - Required
54	System will have the ability to define and adjust activation parameters, such as: -Threshold (in seconds) to broadcast ETA and/or request priority by intersection -Minimum delay threshold (in seconds) -Time of day or day-of-week rules -Intersection-specific behavior	Functional	System Configurability	Rules/Parameters	2 - Preferred / Nice to Have
55	System will have the ability to import or edit GTFS and route configuration files to align with transit operations.	Functional	System Configurability	Rules/Parameters	2 - Preferred / Nice to Have
56	System will have the ability to apply rule changes without interrupting ongoing operations, using a web-based admin console.	Functional	System Configurability	Rules/Parameters	1 - Required
57	System will have the ability to detect communication failures with controllers or vehicles and automatically revert to normal traffic signal operation.	Functional	Failover/Recovery	Data Management	1 - Required
58	System will have the ability to alert relevant city staff in case of hardware malfunction, data latency, or rule conflicts.	Functional	Failover/Recovery	Data Management	1 - Required
59	System will have the ability to generate real-time alerts in the event of equipment malfunctions or communication failures across any component of the TSP network.	Functional	Scalability	Monitoring	1 - Required
60	System will have the ability to retry failed priority requests within a defined retry window.	Functional	Failover/Recovery	Data Management	2 - Preferred / Nice to Have
61	System will have the ability to integrate with city-level systems such as Advanced Traffic Management Systems (ATMS), transit dispatch, or 3rd-party analytics platforms.	Functional	Integration	Data Management	2 - Preferred / Nice to Have
62	System will have the ability to expose Application Programming Interfaces (APIs) for integration with Traffic Management Centers (TMCs), Advanced Traffic Management Systems (ATMS), and internally or externally developed dashboards.	Functional	Integration	Data Management	1 - Required
63	System will have the ability to export data in standardized formats (CSV, JSON, API) for external reporting or research purposes.	Functional	Integration	Data Management	1 - Required
64	System will have the ability to update individual components (e.g., bus logic module, analytics engine) without affecting overall system uptime.	Functional	Scalability	Reporting/Analytics	1 - Required
65	System will have the ability to scale horizontally to support additional intersections or bus routes in future phases.	Functional	Scalability	Reporting/Analytics	1 - Required
66	System will have the ability to compute each bus's ETA and transmit it to a minimum of the next three (3) upstream signalized intersections.	Functional	Signal Request	Reporting/Analytics	1 - Required
67	System will have the ability to calculate each bus's Estimated Time of Departure (ETD) from stops and use this value to refine ETA predictions for upcoming intersections.	Functional	Signal Request	Reporting/Analytics	2 - Preferred / Nice to Have

INFORMATION PROVIDED BY OCTA					
ID	System Requirement	Category	Sub-category	Process	OCTA's Priority
68	System will have the ability to manage signal priority for both near-side and far-side bus stops, including the ability to cancel or restart TSP requests when the vehicle door opens at a near-side stop.	Functional	TSP Handling	Data Transmission	2 - Preferred / Nice to Have
69	System will have the ability to allow configurable thresholds for initiating priority requests, including parameters such as schedule adherence, passenger load, route identity, and traffic volume adjusted by time-of-day or corridor-specific conditions.	Functional	System Configurability	Data Management	2 - Preferred / Nice to Have
70	System will have the ability to allow authorized users to manually override or block TSP operations at specific intersections or across the entire corridor.	Functional	System Configurability	Rules/Parameters	1 - Required
71	System will have the ability to support at least five (5) levels of transit priority to differentiate between regular fixed-route buses, rapid services, and emergency or special vehicles.	Functional	Scalability	Reporting/Analytics	2 - Preferred / Nice to Have
72	System will have the ability to expand to support additional transit modes (e.g., streetcars, shuttles, demand-response vehicles) with configurable rules for each mobility type.	Functional	Scalability	Modularity	2 - Preferred / Nice to Have

INFORMATION PROVIDED BY OCTA				
ID	System Requirement	Category	Sub-category	OCTA's Priority
1	As a user, I need the ability to view my assigned user role(s) and their corresponding functions/permissions so that I understand what actions I can perform in the system.	Non-Functional / Technical	System Credits	1 - Required
2	System shall support pre-configured, tested integration with Swiftly APIs or GTFS-RT feeds to ensure low-latency data processing.	Non-Functional / Technical	Scalability	1 - Required
3	System shall be scalable to support additional bus routes and jurisdictions without requiring major architecture changes, provided central communication link is present.	Non-Functional / Technical	Scalability	1 - Required
4	The system's web-based dashboard shall meet OCTA's non-functional standards by providing secure access, real-time data visibility, configurable controls, and status reporting with appropriate authentication, encryption, and performance guarantees.	Non-Functional / Technical	Scalability	1 - Required
5	System shall have demonstrated operational deployment in a minimum of three (3) separate jurisdictions for a duration of at least one (1) year prior to deployment.	Non-Functional / Technical	Deployment	1 - Required
6	It is required that the system is web based (SaaS).	Non-Functional /	Administration Console	1 - Required
7	Application must have a method for defining and managing User roles and access.	Non-Functional /	Application Security	1 - Required
8	Software and hardware shall be commercial-off-the-shelf (COTS) product(s) for TSP.	Non-Functional /	Core Software	1 - Required
9	Ability to audit data changes based on certain criteria.	Non-Functional /	Database	1 - Required
10	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
11	An acceptable timeframe for the production environment to be down before activating the disaster recovery (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
12	At a minimum, the Recovery Point Objective (RPO) shall be 24 hours or less.	Non-Functional / Technical	Disaster Recovery	1 - Required
13	At a minimum, the Recovery Time Objective (RTO) shall be 24 hours or less.	Non-Functional / Technical	Disaster Recovery	1 - Required
14	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
15	Development and maintenance of a runbook detailing procedures and roles to initiate DR services.	Non-Functional /	Disaster Recovery	1 - Required
16	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
17	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
18	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
19	No fee will be imposed when a disaster is called.	Non-Functional / Technical	Disaster Recovery	1 - Required
20	A monthly report will be generated by the Support/Maintenance team, including but not limited to: details of logged Help Desk calls, availability of system, maintenance activities and tuning activities.	Non-Functional / Technical	Environment	1 - Required
21	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
22	All scheduled down-time will be done at the specific window(s) determined by consultation with OCTA.	Non-Functional / Technical	Environment	1 - Required



INFORMATION PROVIDED BY OCTA				
ID	System Requirement	Category	Sub-category	OCTA's Priority
23	Apply the latest upgrades, updates and patches 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
24	Vendor shall assist OCTA staff in the problem diagnostic process using vendor-provided tools, which may include front-end or back-end traces and other resources necessary for troubleshooting system issues.	Non-Functional / Technical	Environment	1 - Required
25	At the software level, the system shall support administration of user accounts, including creation of new accounts, deletion of accounts, and password resets, with changes reflected in near real time.	Non-Functional / Technical	Environment	1 - Required
26	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
27	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
28	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
29	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
30	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
31	Vendor will promptly notify OCTA of any compromise to the security of the hosting facility.	Non-Functional / Technical	Environment	1 - Required
32	Vendor will use industry standard security measures, such as firewalls and standard encryption protocols, to protect OCTA data.	Non-Functional / Technical	Environment	1 - Required
33	Hosting shall be provided in a Tier2 (or greater) cloud environment.	Non-Functional / Technical	Environment	1 - Required
34	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
35	Perform file restorations as required.	Non-Functional / Technical	Environment	1 - Required
36	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
37	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
38	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
39	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

INFORMATION PROVIDED BY OCTA				
ID	System Requirement	Category	Sub-category	OCTA's Priority
40	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
41	At a minimum, OCTA expects a Service Organization Controls (SOC) 2 compliant environment.	Non-Functional / Technical	Environment Security	1 - Required
42	If data is required from OCTA from a 3rd 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
43	OCTA "IS Preferred Standards & Practices" should be addressed for non-OCTA managed environments when applicable.	Non-Functional / Technical	Environment Security	1 - Required
44	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
45	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
46	Sensitive data will be protected, both in transit and while at rest.	Non-Functional / Technical	Environment Security	1 - Required
47	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
48	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
49	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
50	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
51	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
52	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
53	At project completion, all software use licenses and subscriptions shall be consolidated into a single licensing agreement to streamline renewals. The Vendor shall disclose whether an Enterprise Licensing option is available and specify the conditions under which it becomes more cost-effective than individual licenses or subscriptions.	Non-Functional / Technical	License, Maintenance and Support, and Hosting	2 - Preferred / Nice to Have

INFORMATION PROVIDED BY OCTA				
ID	System Requirement	Category	Sub-category	OCTA's Priority
54	Software user licenses or cloud subscriptions shall be provisioned in alignment with the staged implementation rollout schedule. OCTA will procure licenses as required during the implementation project. Licenses for any third-party software included in the Vendor's Technical Solution Design shall initially be provided through the Vendor, with subsequent renewals expected to be contracted directly between OCTA and the third-party provider.	Non-Functional / Technical	License, Maintenance and Support, and Hosting	2 - Preferred / Nice to Have
55	Firm shall provide all-inclusive license, hosting, maintenance, support, and other services for five (5) years, beginning with OCTA's acceptance of the project.	Non-Functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
56	The Vendor shall install all fixes provided in accordance with a process formally approved by OCTA	Non-Functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
57	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
58	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
59	Product release management services will occur throughout Project implementation timeline.	Non-Functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
60	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
61	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
62	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
63	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 B6 tab. 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.	Non-Functional / Technical	Performance	1 - Required
64	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 SLA tab in this Excel file.	Non-Functional / Technical	Performance	1 - Required
65	The Vendor will perform all the efforts, actions and services as described in the Project Implementation Tasks documented within the scope of work (SOW).	Non-Functional / Technical	Project Implementation	1 - Required
66	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

INFORMATION PROVIDED BY OCTA				
ID	System Requirement	Category	Sub-category	OCTA's Priority
67	<p>In the event the licensed software falls below the 99.9% availability within a given month, service Credits will be applied to hosting fees.</p> <p>Greater than or equal to 97.0 and less than 99.9% is 10% of monthly Hosting Fees</p> <p>Greater than or equal to 96.5 and less than 97.0 is 20% of monthly Hosting Fees.</p> <p>Greater than or equal to 96.0% and less than 96.5% is 40% of monthly Hosting Fees.</p> <p>Greater than or equal to 95.0% and less than 96% is 50% of the monthly Hosting fees.</p> <p>For each .5% degradation after 95.0% of availability a 10% credit will be applied</p>	Non-Functional / Technical	System Credits	1 - Required
68	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
69	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

Vendor Information	
Vendor Name:	
Contact Person:	
Vendor's Security Contact (if different):	
Date of Response:	

Category	Questionnaire	Response
Data Protection	Where will OCTA (bus) and City (signal) data be stored?	
	What encryption methods are employed for data transmission and storage?	
	Do you have backup recovery procedures in place? If Yes, describe.	
	Do you have disaster recovery procedures in place? If Yes, describe.	
	Do you have cybersecurity insurance? If Yes, describe coverage.	
Access Control	Does your cybersecurity insurance coverage include customers? If yes, describe.	
	Describe your user authentication and authorization processes.	
	How often are access controls reviewed?	
	How often are access controls updated?	
Incident Response	How do you control access to our data?	
	Do you have a Cyber Incident Response Plan?	
	Is your Cyber Incident Response Plan regularly tested? If Yes, describe.	
Compliance and Certification	What is the notification timeline to Client/Customers in the event of a data breach?	
	Do you meet any major compliance standards (e.g., NTCIP, ISO 27001, SOC 2)? If yes, describe.	
	How do you ensure compliance with relevant data protection laws and regulations?	
Infrastructure Security	Do you have an annual compliance report? If so, can you please provide it?	
	Describe the security measures implemented in your physical and network infrastructure.	
	<b>Physical Security Measures:</b>	
	Intrusion detection systems to detect unauthorized access	
	Regular maintenance and inspection of the infrastructure to identify and fix vulnerabilities	
	<b>Network Security Measures:</b>	
	Firewall systems to prevent unauthorized access to the network	
	Intrusion detection and prevention systems to detect and block malicious traffic	
	Encryption technologies to protect sensitive data	
	Regular software updates and patching to fix security vulnerabilities	
	Access control mechanisms such as passwords, multi-factor authentication, and role-based access control	
	Network segmentation to isolate sensitive data and limit the impact of security breaches	
Employee Training	How do you protect against Distributed Denial of Service (DDoS) attacks and other network threats?	
	How do you educate/train your employees about cybersecurity awareness and best practices?	
Third-Party Security	Do you use third-party vendors? If yes, how do you ensure their security practices align with yours?	
	Can you provide a list of third-party vendors involved in our services?	
	Do you contract with any offshore third-party vendors?	
Software Development Security	What secure coding practices do you follow during software development?	
	How do you address vulnerabilities and apply patches to your software?	

Category	Questionnaire	Response
Application Response	<b>General Performance Assessment</b>	
	What are the key performance indicators (KPIs) for this application?	
	How does the system perform under normal operating conditions?	
	Are there any performance benchmarks for comparison?	
	<b>System Resource Utilization</b>	
	How much CPU, memory, and disk I/O does the application consume?	
	Are there any memory leaks or high CPU usage spikes?	
	Does the system utilize multiple cores efficiently?	
	<b>Response Time &amp; Latency</b>	
	What is the average response time for critical operations?	
	Are there noticeable delays in specific processes? If yes, what processes and what is the delay (in seconds) for each impacted process?	
	How does the application handle real-time requests?	
	User interface to menu selections average response time?	
	Log in response average response time?	
	Log off average response time?	
	Record Save average response time?	
	Simple Report query report average response time?	
	Complex Report query report average response time?	
	Print request average response time?	
	Dashboard refresh average response times?	
	Batch Processing average response time? (if applicable)	
	<b>Scalability &amp; Load Handling</b>	
	How does the system perform under peak load conditions?	
	What is the maximum number of concurrent users the system can support?	
	Does the system scale horizontally or vertically?	
	<b>Network Performance</b>	
	What is the average network latency for data transmission?	
	Are there any network bottlenecks affecting performance?	
	Is data compression used to optimize network usage?	
	<b>Application Architecture</b>	
	Is the software designed using microservices or a monolithic approach?	
	How is caching implemented to improve performance?	
	Are third-party integrations affecting system speed?	
	<b>Error Handling &amp; System Logs</b>	
	Are there recurring errors or performance-related logs?	
	How are exceptions and failures handled in the system?	
	What monitoring tools are used to track errors and warnings?	
	<b>Security &amp; Performance Trade-offs</b>	
	Are there security measures that impact performance (e.g., encryption, authentication)?	
	How does the system handle secure transactions without sacrificing speed?	
	Are there any performance concerns with Application Programming Interface (API) rate limiting?	
	<b>Optimization &amp; Future Improvements</b>	
	Are there performance testing tools in place (e.g., JMeter, LoadRunner)?	
	How frequently is the application updated for performance enhancements?	

Category	Questionnaire	Response
Technical Assessment	Model (SaaS, Cloud, On-Premise)	
	Which cloud provider (e.g., Azure, AWS, etc.) is being used for this solution?	
	Database and version required	
	What are the supported Browsers (Indicate which is the preferred browser when more than one browser is available)?	
	Are there specific desktop requirements (hardware, OS, and software) to connect to the cloud solution?	
	What are the mobility functions (is the application browser-based, or is application downloaded from App Store or Play Store onto the mobile device)?	
	What are the reporting functions (e.g. Business Objects, Jasper, Cognos, Proprietary)?	
	Service-Level Agreements (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)	
	<b>Transit Signal Priority (TSP) Requests</b>	
	What TSP messages are being sent to the traffic controllers (e.g. estimated arrival time (ETA), TSP request, etc.)?	
	How far in advance (in seconds) can the system generate a TSP message to the signal controllers?	
	What is the system's operational latency from data receipt to TSP request issuance?	
	What is the system's margin of error (e.g. $\pm 5$ seconds for 90% of predictions) in the TSP message?	
	What TSP responses (e.g. TSP enabled, green extend, green delay, etc.) are being captured from the traffic controllers that will be used for reporting and performance monitoring?	
	<b>Software</b>	
	Software Licenses (Perpetual or Annual Fees)	
	What is the "Uptime" percentage over a rolling 30-day window (based on cloud system operation and not on communication failures in the field)?	
	What is the optimum frequency of bus location update to the cloud solution?	
	What is the optimum frequency of traffic signal information update to the cloud solutions?	
	List of software systems (bus and traffic signals) that have successful interfaces with this solution	
	<b>Upgrades</b>	
	Frequency upgrades will be installed	
	Level of Effort (High, Medium, Low)	
	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?	
	Are upgrades included, or is there additional cost for upgrades?	
	What will be required for future scalability to support concurrent operations (e.g. 2000 signalized intersections on different signal controllers and 500 buses with conflicting TSP requests)?	
	<b>Interfaces/Integration</b>	
	Programming or tools used (Webservices, XML, groovy, java, etc.)	
	Is ongoing support available or are these items under a warranty? If under warranty what is the warranty period.	
Team	Total Duration of Implementation – Start/End	
	Headquarters location of Software Firm	
	Office location of Implementation Team	
	Office location of System's Maintenance and Support Team	

Category	Questionnaire	Response
Solution Costs	Year 1 Application Software/Licensing (support, maintenance, warranty)	
	Year 2-5 Application Software/Licensing (support, maintenance, warranty)	
	Third Party Software (if applicable)	
	Traffic Signal Infrastructure Upgrades (see Signal Upgrades tab for details)	
	Signal Upgrades (see Signal Upgrades tab for details)	



## B1. REPORTS

Number	Name	File Type	Frequency
New	Communication status: up-time for signals and status of buses, communication success	csv,xls,pdf (exception: graphical would be pdf only but data would be csv, xls)	Weekly, 12-1 AM PST
New	<p>Message Performance: Bus GPS location messages must be transmitted and received within 5 seconds or less to ensure real-time accuracy. The time of transaction (data handoff) across system integration points—between the bus AVL system, Swiftly, and traffic signal control—must occur within defined latency thresholds (<math>\leq 5</math> seconds end-to-end).</p> <ul style="list-style-type: none"> <li>- <b>Message Latency</b> Definition: Average time from bus position capture to availability in traffic light control system.</li> <li>- <b>Transaction Success Rate</b> Definition: % of transactions between integration points that are completed without delay or failure.</li> <li>- <b>End-to-End System Responsiveness</b> Definition: Total time from bus location generation → integration point → traffic light response.</li> <li>- <b>Exception/Error Rate</b> Definition: % of failed or delayed transactions beyond threshold.</li> </ul>	csv,xls,pdf	Monthly, 12-1 AM PST
New	<p>Key Performance Indicators:</p> <ul style="list-style-type: none"> <li>- <b>ETA Accuracy and Variability</b> Definition: Difference between predicted and actual bus arrival times at intersections or stops. Purpose: Ensures reliable passenger information and supports accurate TSP activation.</li> <li>- <b>TSP Request Success Rate</b> Definition: Percent of valid TSP (Transit Signal Priority) requests successfully received and processed by traffic signal controllers. Purpose: Measures reliability of integration between bus systems and traffic signal systems.</li> <li>- <b>Average Green Delay/Extension Time</b> Definition: Average number of seconds signals are held green or extended to accommodate buses. Purpose: Ensures TSP effectiveness without excessive disruption to general traffic.</li> <li>- <b>On-Time Performance Improvement</b> Definition: Percent improvement in bus on-time performance (scheduled vs. actual) after TSP implementation. Purpose: Directly links TSP and synchronization to passenger service reliability.</li> <li>- <b>Reduction in Bus Stop Delay</b> Definition: Reduction in dwell time at stops caused by traffic-related delays (not boarding/alighting). Purpose: Demonstrates passenger benefit and efficiency gains from reduced congestion delays.</li> </ul>	csv,xls,pdf	Weekly, 12-1 AM PST

Number	Name	File Type	Frequency
New	<p>Transit: Performance will be monitored using Swiftly data to measure schedule adherence, operational efficiency, on-time performance, dwell time, travel time, and traffic signal data to measure priority outcomes, TSP requests/success, arrivals on green at signalized intersections.</p> <ul style="list-style-type: none"> <li>- <b>On-Time Performance</b> Definition: % of buses arriving within the scheduled window (e.g., ≤1 minute early, ≤5 minutes late). Purpose: Measures reliability of service and passenger experience.</li> <li>- <b>Dwell Time</b> Definition: Average time spent at bus stops for boarding, alighting, and traffic-related hold. Purpose: Identifies efficiency of boarding and impact of congestion/traffic signals.</li> <li>- <b>Travel Time</b> Definition: Average time required to travel between defined timepoints or along a full route. Purpose: Ensures predictability of service and operational planning.</li> <li>- <b>TSP Requests and Success Rate</b> Definition: Number of TSP (Transit Signal Priority) requests made and % successfully granted by traffic controllers. Purpose: Validates integration performance and traffic signal support for buses.</li> <li>- <b>Arrivals on Green</b> Definition: % of bus arrivals at signalized intersections that occur during a green phase. Purpose: Demonstrates effective synchronization between bus movement and traffic signal timing.</li> </ul>	csv,xls,pdf	Monthly, 12-1 AM PST
New	<p>Traffic Signal: Evaluates the operations of signalized intersections and how they are impacted by TSP. Data from the TSP system and traffic signal infrastructure are integrated to provide insights beyond transit operations.</p> <ul style="list-style-type: none"> <li>- <b>TSP Requests and Success Rate</b> Definition: Number of TSP requests received from buses and the % successfully processed by traffic signal controllers. Purpose: Confirms that valid bus priority requests are being recognized and acted upon by the signal.</li> <li>- <b>Green Delay/Extension Granted</b> Definition: Average number of seconds signals are extended or delayed (held green) to accommodate buses after a TSP request. Purpose: Measures how effectively signals adjust to support bus movement while minimizing disruption to cross traffic.</li> <li>- <b>TSP Transition</b> Definition: % of TSP requests that result in signal phase change and transition timed to align with bus arrival. Purpose: Demonstrates whether buses are receiving the timely priority benefits with minimal impacts to overall traffic flow.</li> <li>- <b>Intersection Delay</b> Definition: Additional time vehicles spend at an intersection compared to uninterrupted travel. Purpose: Evaluates whether signal system changes are improving transit operations without significantly delaying other traffic movements.</li> </ul>	csv,xls,pdf	Monthly, 12 AM PST
New	Configuration of all applicable business rules and parameters for TSP route	csv,xls,pdf	Ad-hoc
New	Configuration of cloud accounts (users)	csv,xls,pdf	Ad-hoc
New	Configuration of signals in cloud (agency signalized intersection locations on TSP route)	csv,xls,pdf	Ad-hoc

## B2. INTERFACES AND DATA EXCHANGE

ID	Source	Target	Name	Interface Description	Direction	Schedule
New	Traffic Management Center	New TSP Application	Traffic Signal State and Status	Agency Traffic Management Standard Status	Inbound	Near real time
New	New TSP Application	Traffic Management Center	Priority Request	Priority Traffic	Outbound	Near real time
New	Swiftly	New TSP Application	Transit State and Status	Static and real-time transit status per GTFS open standards	Inbound	Near real time

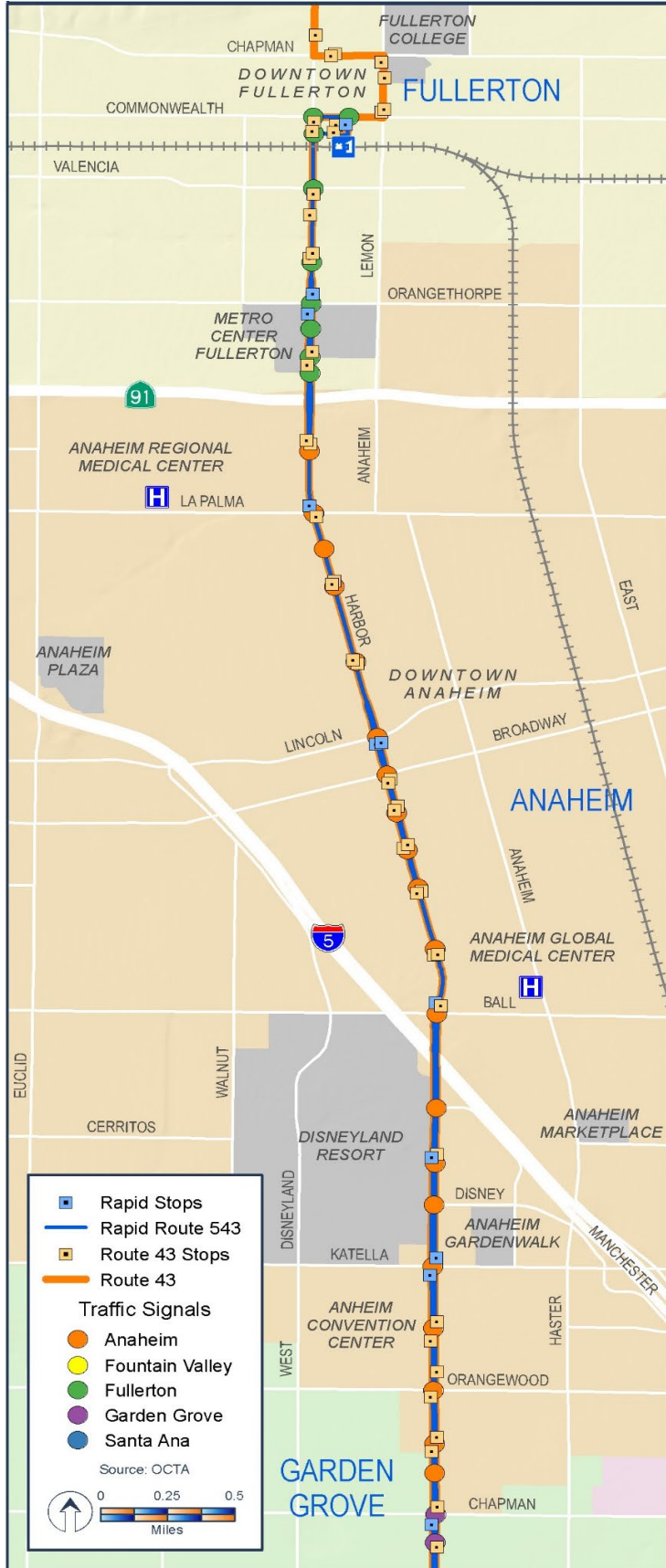
### B3. SYSTEM USERS

Access	Department	Number	Notes
Read Only	Other City Traffic and IT Operations	TBD	5 jurisdictions
Read Only	Transit Planning	4	
Read Only	GIS	3	
Read Only	Operations	2	
Read Only	Scheduling	2	
Super User	Traffic Operations	2	
Administrator	Traffic Operations	1	
Administrator	IS-AA	1	
Approximately		<b>50</b>	

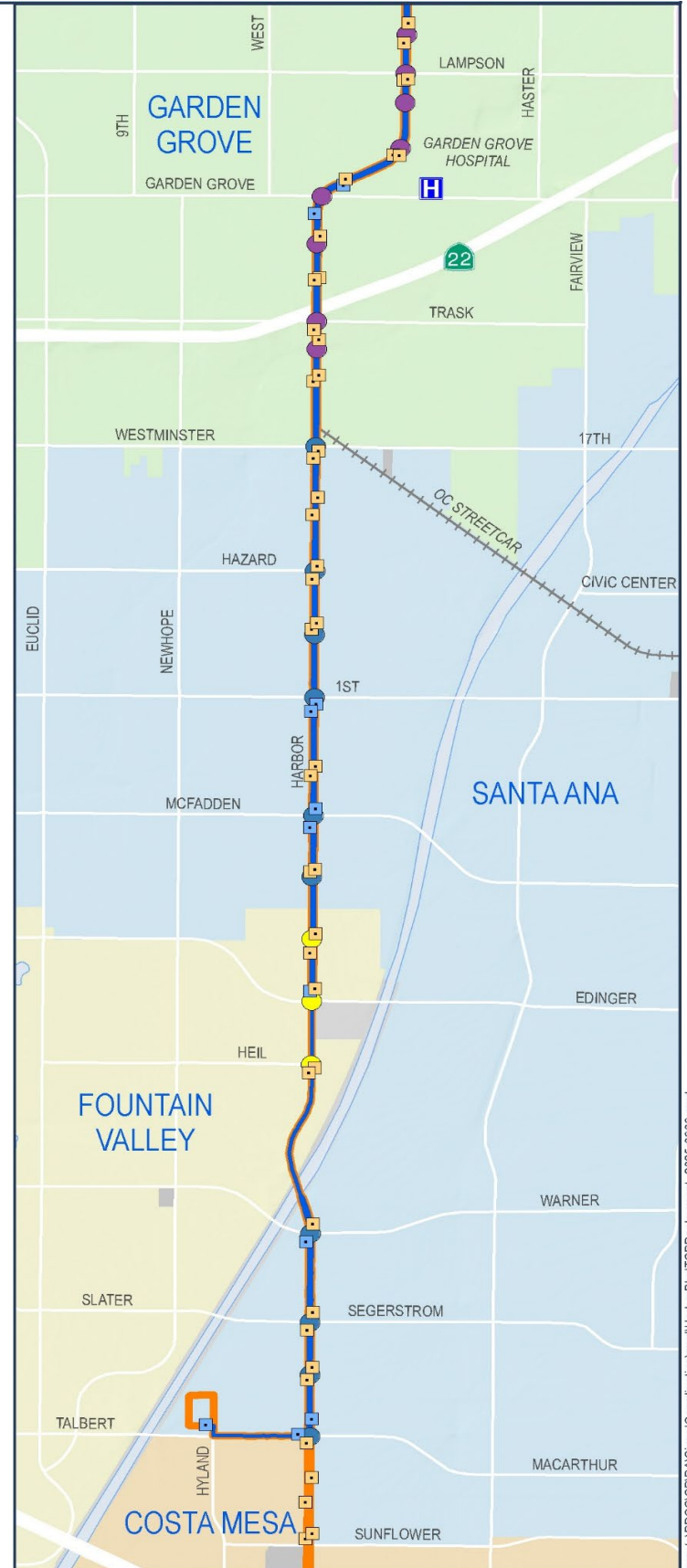
Legend:

- AA: Application Analyst
- GIS: Geographic Information System
- IS: Information Systems
- IT: Information Technology

## B4. PROJECT STUDY AREA



9/9/2025



I:\Requests\PD\SP\AS\SignalCoordination\mxd\Harbor Blvd\TSPDeployment\_2025-0909.mxd

## B5. LOCATIONS

### Software

OCTA ADMINISTRATION FACILITY
550 South Main Street, Orange, CA 92863
600 South Main Street, Orange, CA 92863
REMOTE
Anywhere (OCTA Domain or Other City Domains with Access)

### Traffic Signalized Intersections

#	Agency	Primary Street	Cross Street	Controller		Require Upgrade?	Controller Upgrade		Additional Needs	Communication Upgrades
				Existing	Firmware		Model	Form Factor		
1	Fullerton	Commonwealth Ave	Pomona Ave	QFree	MaxTime	No				
2	Fullerton	Harbor Blvd	Commonwealth Ave	QFree	MaxTime	No				
3	Fullerton	Harbor Blvd	Santa Fe Ave	QFree	MaxTime	No				
4	Fullerton	Harbor Blvd	Valencia Dr	QFree	MaxTime	No				
5	Fullerton	Harbor Blvd	Southgate Ave / Costco Dwy	QFree	MaxTime	No				
6	Fullerton	Harbor Blvd	Orangethorpe Ave	QFree	MaxTime	No				
7	Fullerton	Harbor Blvd	Orangefair Mall Dwy	QFree	MaxTime	No				
8	Fullerton	Harbor Blvd	Orangefair Ave	QFree	MaxTime	No				
9	Fullerton	Harbor Blvd	Houston Ave	QFree	MaxTime	No				
10	Anaheim	Harbor Blvd	Romneya Dr	Econolite	ASC/3	Yes	2070LN w EOS	Shelfmount		Etherwan EX73934E-0VB <sup>1</sup>
11	Anaheim	Harbor Blvd	La Palma Ave	Econolite	ASC/3	Yes	2070LN w EOS	Shelfmount		Etherwan EX73934E-0VB <sup>1</sup>
12	Anaheim	Harbor Blvd	Ped Xing	Econolite	ASC/3	Yes	2070LN w EOS	Shelfmount		Etherwan EX73934E-0VB <sup>1</sup>
13	Anaheim	Harbor Blvd	North St	Econolite	ASC/3	Yes	2070LN w EOS	Shelfmount		Etherwan EX73934E-0VB <sup>1</sup>
14	Anaheim	Harbor Blvd	Sycamore St	Econolite	ASC/3	Yes	2070LN w EOS	Shelfmount		Etherwan EX73934E-0VB <sup>1</sup>
15	Anaheim	Harbor Blvd	Lincoln Ave	Econolite	ASC/3	Yes	2070LN w EOS	Shelfmount		Etherwan EX73934E-0VB <sup>1</sup>
16	Anaheim	Harbor Blvd	Broadway	Econolite	ASC/3	Yes	2070LN w EOS	Shelfmount		Etherwan EX73934E-0VB <sup>1</sup>
17	Anaheim	Harbor Blvd	Santa Ana St	Siemens	SEPAC	Yes	2070LN w EOS	Shelfmount		Etherwan EX73934E-0VB <sup>1</sup>
18	Anaheim	Harbor Blvd	Water St	Econolite	ASC/3	Yes	2070LN w EOS	Shelfmount		Etherwan EX73934E-0VB <sup>1</sup>
19	Anaheim	Harbor Blvd	South St	Econolite	ASC/3	Yes	2070LN w EOS	Shelfmount		Etherwan EX73934E-0VB <sup>1</sup>
20	Anaheim	Harbor Blvd	Vermont Ave	Econolite	ASC/3	Yes	2070LN w EOS	Shelfmount		Etherwan EX73934E-0VB <sup>1</sup>
21	Anaheim	Harbor Blvd	Ball Rd	Econolite	ASC/3	Yes	2070LN w EOS	Shelfmount		
22	Anaheim	Harbor Blvd	Manchester Ave	Econolite	ASC/3	Yes	2070LN w EOS	Shelfmount		Etherwan EX73934E-0VB <sup>1</sup>
23	Anaheim	Harbor Blvd	East Shuttle Area	Econolite	ASC/3	Yes	2070L w EOS	Shelfmount		Etherwan EX73934E-0VB <sup>1</sup>
24	Anaheim	Harbor Blvd	Disney Way	Econolite	ASC/3	Yes	2070LN w EOS	Shelfmount		Etherwan EX73934E-0VB <sup>1</sup>
25	Anaheim	Harbor Blvd	Katella Ave	Econolite	ASC/3	Yes	2070 ATC w EOS	33L Rackmount		
26	Anaheim	Harbor Blvd	Convention Way	Econolite	ASC/3	Yes	2070 ATC w EOS	33L Rackmount		Etherwan EX73934E-0VB <sup>1</sup>
27	Anaheim	Harbor Blvd	Orangewood Ave	Econolite	ASC/3	Yes	2070LN w EOS	Shelfmount		Etherwan EX73934E-0VB <sup>1</sup>
28	Anaheim	Harbor Blvd	Wilken Way	Econolite	ASC/3	Yes	2070LN w EOS	Shelfmount		Etherwan EX73934E-0VB <sup>1</sup>
29	Anaheim	Harbor Blvd	Hotels/ Shopping Center	Econolite	ASC/3	Yes	2070LN w EOS	Shelfmount		Etherwan EX73934E-0VB <sup>1</sup>
30	Garden Grove	Harbor Blvd	Chapman Ave	Econolite	ASC/3	Yes	Cobalt w EOS	Shelfmount Cobalt		Cisco IE3300 <sup>2</sup>
31	Garden Grove	Harbor Blvd	Resort Way / Target Center	Econolite	ASC/3	Yes	Cobalt w EOS	Shelfmount Cobalt		Cisco IE3300 <sup>2</sup>

#	Agency	Primary Street	Cross Street	Controller		Require Upgrade?	Controller Upgrade		Additional Needs	Communication Upgrades
				Existing	Firmware		Model	Form Factor		
32	Garden Grove	Harbor Blvd	Twintree Ave	Econolite	ASC/3	Yes	Cobalt w EOS	Shelfmount Cobalt		Cisco IE3300 <sup>2</sup>
33	Garden Grove	Harbor Blvd	Lampson Ave	Econolite	ASC/3	Yes	Cobalt w EOS	Shelfmount Cobalt		Cisco IE3300 <sup>2</sup>
34	Garden Grove	Harbor Blvd	Great Wolf	Econolite	ASC/3	Yes	Cobalt w EOS	Shelfmount Cobalt		Cisco IE3300 <sup>2</sup>
35	Garden Grove	Harbor Blvd	Palm St	Econolite	ASC/3	Yes	Cobalt w EOS	Shelfmount Cobalt		Cisco IE3300 <sup>2</sup>
36	Garden Grove	Harbor Blvd	Garden Grove Blvd	Econolite	ASC/3	Yes	Cobalt w EOS	Shelfmount Cobalt		Cisco IE3300 <sup>2</sup>
37	Garden Grove	Harbor Blvd	Harbor Place Dwy	Econolite	ASC/3	Yes	Cobalt w EOS	Shelfmount Cobalt		Cisco IE3300 <sup>2</sup>
38	Garden Grove	Harbor Blvd	Trask Ave	Econolite	ASC/3	Yes	Cobalt w EOS	Shelfmount Cobalt		Cisco IE3300 <sup>2</sup>
39	Garden Grove	Harbor Blvd	Cardinal Cir	Econolite	ASC/3	Yes	Cobalt w EOS	Shelfmount Cobalt		Cisco IE3300 <sup>2</sup>
40	Santa Ana	Harbor Blvd	Westminster Ave	Econolite	ASC/3	Yes	Cobalt w EOS <sup>3</sup>	Rackmount Cobalt		Etherwan EX78934X-0VB <sup>4</sup>
41	Santa Ana	Harbor Blvd	Hazard Ave	Econolite	ASC/3	Yes	Cobalt w EOS <sup>3</sup>	Rackmount Cobalt		Etherwan EX78934X-0VB <sup>4</sup>
42	Santa Ana	Harbor Blvd	5th St	Econolite	ASC/3	Yes	Cobalt w EOS <sup>3</sup>	Rackmount Cobalt		Etherwan EX78934X-0VB <sup>4</sup>
43	Santa Ana	Harbor Blvd	1st St	Econolite	EOS	No				
44	Santa Ana	Harbor Blvd	McFadden Ave	Cobalt	EOS	No				
45	Santa Ana	Harbor Blvd	Kent Ave	Econolite	ASC/3	Yes	Cobalt w EOS <sup>3</sup>	Rackmount Cobalt		Etherwan EX78934X-0VB <sup>4</sup>
46	Fountain Valley <sup>6</sup>	Harbor Blvd	Lilac Ave	Econolite	ASC/3	Yes	Cobalt w EOS <sup>3</sup>	Rackmount Cobalt		Etherwan ED3575-622 <sup>5</sup>
47	Fountain Valley <sup>6</sup>	Harbor Blvd	Edinger Ave	Econolite	ASC/3	No				
48	Fountain Valley <sup>6</sup>	Harbor Blvd	Heil Ave	Econolite	ASC/3	Yes	Cobalt w EOS <sup>3</sup>	Shelfmount Cobalt	Special Function Panel	Etherwan ED3575-622 <sup>5</sup>
49	Santa Ana	Harbor Blvd	Warner Ave	Econolite	EOS	No				
50	Santa Ana	Harbor Blvd	Segerstrom Ave	Econolite	EOS	No				
51	Santa Ana	Harbor Blvd	Garry Ave	Econolite	ASC/3	Yes	Cobalt w EOS <sup>3</sup>	Shelfmount Cobalt	Special Function Panel	Etherwan EX78934X-0VB <sup>4</sup>
52	Santa Ana	Harbor Blvd	MacArthur Blvd	Econolite	EOS	No				

<sup>1</sup> Etherwan EX73934E-0VB (12-port 10/100/1000BASE-T(X) + 4-port 100/1000BASE SFP).

<sup>2</sup> Cisco IE3300 Hardened Switch, including 2 Cisco 1-Gbps SFP and Cisco PWR-IE50W-AC Power Supply.

<sup>3</sup> Econolite Cobalt RackMount controller complying with latest Caltrans TEES requirements for operation within 332 cabinet. Configured with Touch Screen application package and Power Connection permanently attached cable.

<sup>4</sup> Etherwan Hardened-Managed Fiber Optic Ethernet Switch – EX78934X-0VB w/ NDR-480-48 480W 48VDC DIN-Rail Power Supply, three (3) Etherwan Hardened 1G BASE SFP Fiber Transceiver (SFPGIS20M), and one (1) Etherwan Hardened 10G BASE SFP Fiber Transceiver (SFPTIS20M)

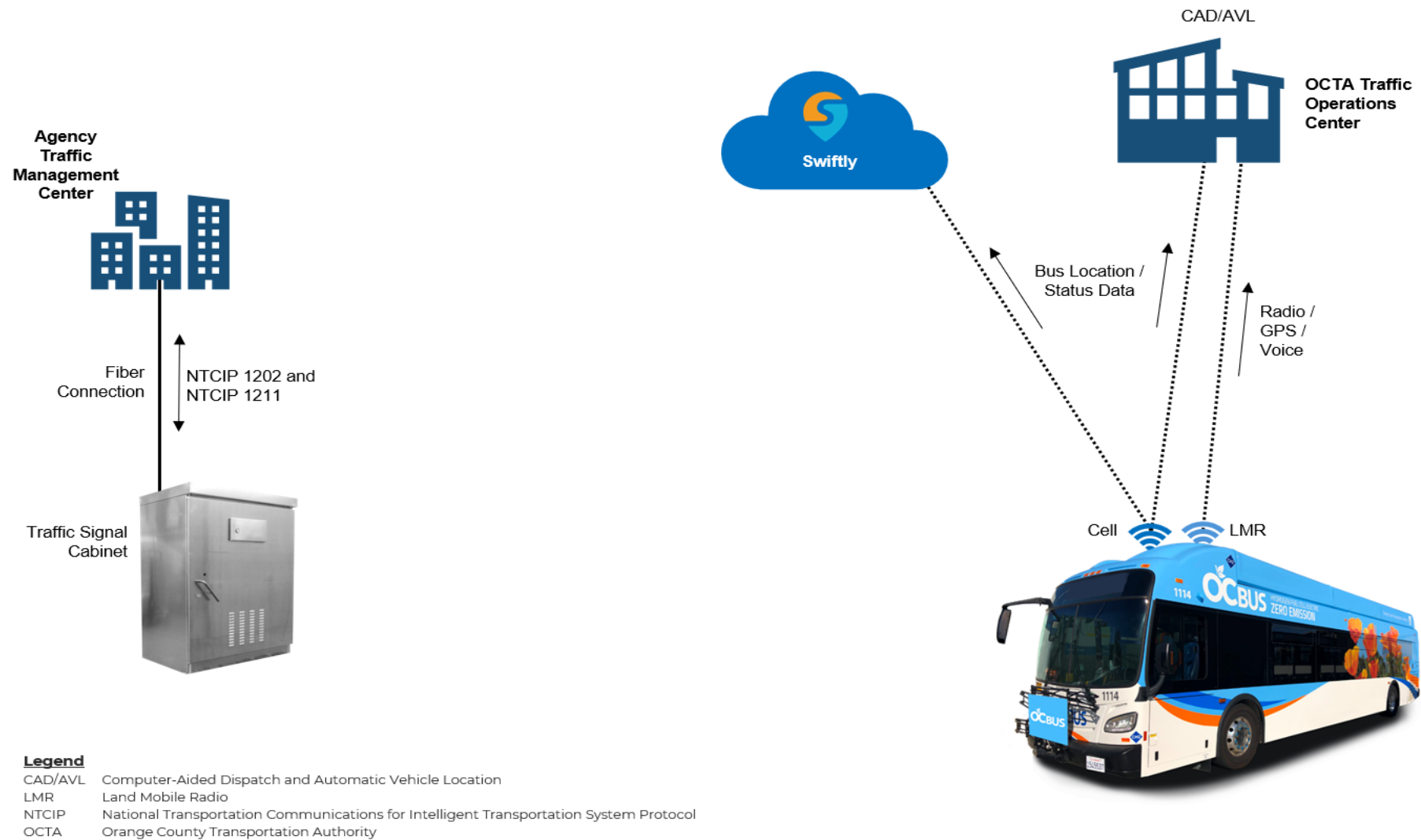
<sup>5</sup> On DSL extenders - Etherwan Hardened-Managed Ethernet Switch ED3575-622 with Power Supply.

<sup>6</sup> Signalized intersection is owned by the City of Fountain Valley and operated by the City of Santa Ana; therefore, the signals are connected to Santa Ana's central system.



## B6. OCTA SYSTEM TOPOLOGY DIAGRAM

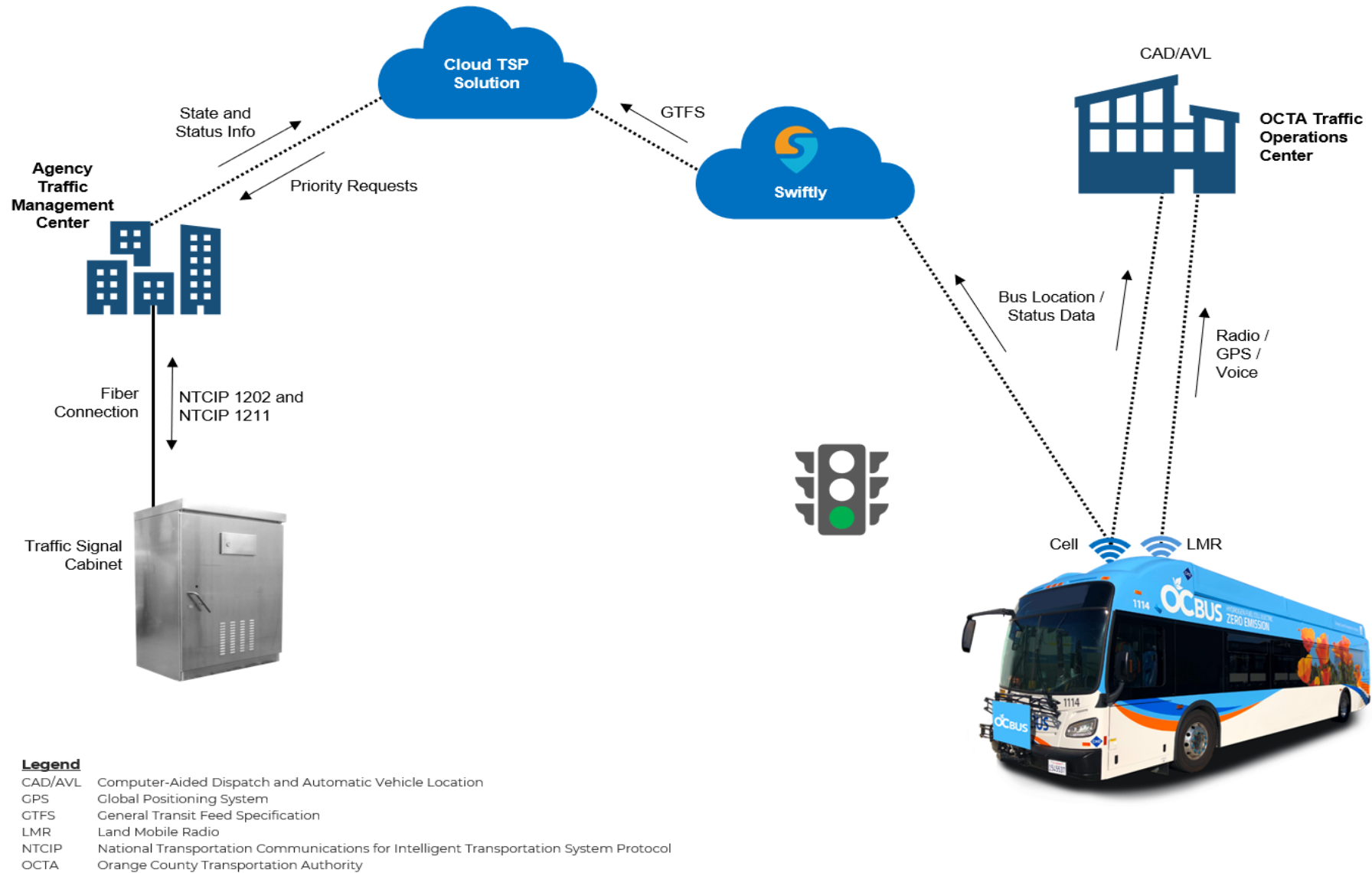
### Cloud-Based Transit Signal Priority Topology (Current)





## B6. OCTA SYSTEM TOPOLOGY DIAGRAM

### Cloud-Based Transit Signal Priority Topology (Future)



**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-and-a-half (5.5)-year term.

**Effective through December 31, 2031**

Contract Item	One-time Cost	Recurring Cost	Comments
Application Software / Licensing	\$ _____	\$ _____	Includes licensing cost for up to five [5] years
3 <sup>rd</sup> Party Software (if applicable)	\$ _____	\$ _____	This includes third party software.
Traffic Signal Upgrades	\$ _____	\$ _____	Includes signal controllers, switches, etc. needed for the proposed solution.
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 \$ _____	\$ _____		
Other Costs (if applicable)	\$ _____	\$ _____	Total of any additional cost not listed.
Development (on-going)	\$ _____	\$ _____	
Environment – Hosting Services	\$ _____	\$ _____	Include list of env. Supplied (i.e, DEV, UAT, PRD)
<b>Grand Total for Entire Solution*</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>(one-time and recurring costs)</b>

\* Grand Total for Entire Solution shall reflect the Grand Total for the six (6)-month implementation, plus five (5)-years as a production system, for a total of a five-and-a-half (5)-year term.

The undersigned, upon acceptance, agrees to provide the service in accordance with the terms, conditions, and requirements as contained in RFP 250014 and the supporting documents for all prices proposed.

1. I acknowledge receipt of **RFP 250014** 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 \_\_\_\_\_

PROPOSED SOFTWARE LICENSE AGREEMENT

**THIS AGREEMENT** is effective this \_\_\_\_ day of \_\_\_\_\_, 2026 ("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 deliver the Harbor Boulevard Transit Signal Priority Deployment; 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.

- 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 Scope of Work**

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 Key Personnel**

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

<u>Names</u>	<u>Functions</u>

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

#### **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 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.

<b>Contract Item</b>	<b>Cost</b>
Application Software/Licensing	\$ _____
3 <sup>rd</sup> Party Software (if applicable)	\$ _____
Traffic Signal Upgrades	\$ _____
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 \$ _____	
Other Costs (if applicable)	\$ _____
Development (on-going)	\$ _____
Environment – Hosting Services	\$ _____
<b>Grand Total for Entire Solution</b>	<b>\$ _____</b>

**5.2 Invoice and Payment**

At the conclusion of each Payment Event indicated above, Licensors 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. Licensors 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 Licensors has documented to Customer's satisfaction that Licensors has fully completed all work required. Each invoice shall include the following information:

- a. Agreement No. C-250014;
- 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);
- e. Certification signed by the Licensors or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which Licensors 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 Maximum Obligation**

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

**6.0 Proprietary Information**

**6.1** Licensors 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, Licensors 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 Licensors that is treated and identified in writing to Customer by Licensors 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 Licensors 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 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.

- 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 7.1 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, consultants, 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 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 8.2 (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 (CAMP), who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to Licensor. The decision of the Director, CAMP, 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, CAMP. 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.

**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: Iris Deneau  
Title: Section Manager, Procurement  
Phone: (714) 560 - 5786  
Email: ideneau@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 250014; (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 Customer, or other agents of Customer, such access to Licensor's accounting books, records, payroll documents and facilities, as Customer 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 four (4) years from the date of final payment by Customer. Customer's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in 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.

**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.
- 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.

**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-250014 and, the Section Manager's Name, Iris Deneau.
- 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 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.

**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**

Licensor agrees 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. Licensor agrees 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**

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-250014 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: \_\_\_\_\_  
Rose Casey  
Executive Director, Planning

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

### **PART I – GENERAL**

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

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

#### **1.2 REGULATORY**

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

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

**B. Substance Abuse Prevention Program**

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

**C. Heat Illness Prevention Program**

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

**D. Hazard Communication Program**

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

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

**E. Storm Water Pollution Prevention Plan**

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

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

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

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

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

## LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

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

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

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

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

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

### **1.5 PERSONAL PROTECTIVE EQUIPMENT**

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

### **1.6 REFERENCES**

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

**END OF SECTION**