REQUEST FOR PROPOSALS (RFP) 4-2258

PARATRANSIT AND MICROTRANSIT SOFTWARE

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

Key RFP Dates

Issue Date:	**July 8, 2024**
Pre-Proposal Conference Date:	**July 16, 2024**
Question Submittal Date:	**July 23, 2024**
Proposal Submittal Date:	**August 8, 2024**
Interview Date:	**August 27, 2024**

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July 8, 2024

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 4-2258: "PARATRANSIT AND MICROTRANSIT SOFTWARE"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants, software licensors and distributors, as well as certified value-added resellers of qualified software licensors to provide paratransit and microtransit software.

The contract resulting from this procurement will be for a two-year initial term, with one, five-year option term. The total budget for the initial term of this project is anticipated to be approximately $1,500,000.

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

Proposals must be submitted, electronically, through the following URL link: http://www.octa.net/Proposal Upload Link, at or before the deadline of **2:00 p.m. on August 8, 2024. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select "**RFP 4-2258**" from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

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

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

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

To receive all further information regarding this RFP 4-2258, firms and subcontractors must be registered on CAMM NET with the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:	Commodity:
Computer: Hardware & Software	Business Software Computer: Hardware & Software Database Software
Professional Consulting Professional Services	Computer Software Consulting Software Maintenance / Support

A pre-proposal conference will be held both on-site/in-person and via teleconference on July 16, 2024, at 9:30 a.m.

For prospective Offerors who wish to join on-site/in-person, the pre-proposal conference will be held at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 102.

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

1. **Pre-Proposal Conference MS Teams Link**
   Meeting ID: 233 307 661 772
   Passcode: Forcz5

2. **Dial in by phone**
   +1 916-550-9867,,192183507# United States, Sacramento
   Phone conference ID: 192 183 507#

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

The Authority has established August 27, 2024, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

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   Phone conference ID: 192 183 507#

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

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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

D. AUTHORITY CONTACT

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

Sue Ding
Contracts Administration and Materials Management Department
Phone: 714.560.5631
Email: sding@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 proposer, subcontractor, lobbyist or agent hired by the proposer 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 proposer, subcontractor, lobbyist or agent hired by the proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority.

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and received via e-mail at sding@octa.net no later than 5:00 p.m., on July 23, 2024.

b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 4-2258" in the subject line of the e-mail. The Authority is not responsible for failure to respond to a request that has not been labeled as such.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than July 30, 2024. Offerors may download responses from CAMM NET at *https://cammnet.octa.net*, or request responses be sent via email.

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

Category:	Commodity:
Computer: Hardware & Software	Business Software Computer: Hardware & Software Database Software Computer Software Consulting
Professional Consulting Professional Services	Software Maintenance / Support

Inquiries received after 5:00 p.m. on July 23, 2024 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted, electronically, through the following URL link: http://www.octa.net/Proposal Upload Link, at or before the deadline of **2:00 p.m. on August 8, 2024. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select "**RFP 4-2258**" from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

2. Acceptance of Proposals

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

b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.

c. The Authority reserves the right to issue a new RFP for the project.

d. The Authority reserves the right to postpone proposal openings for its own convenience.

e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.

f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.

g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the contract.

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying the firm-fixed price for each task specified in the Scope of Work, included in this RFP as Exhibit A. The contract will have a two-year initial term with one, five-year option term.

L. CONFLICT OF INTEREST

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

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

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

M. CODE OF CONDUCT

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

N. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

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

Public Records Act, Government Code sections 6250 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

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

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

O. STATEMENT OF ECONOMIC INTERESTS

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

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

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

2. Letter of Transmittal

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

a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.

b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.

c. Acknowledgement of receipt of all RFP addenda, if any.

d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.

e. Signature of a person authorized to bind Offeror to the terms of the proposal.

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

3. Technical Proposal

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

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

projects; method by which the Offeror will manage the project; key personnel; and supportive client references.

Offeror to:

(1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.

(2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.

(3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP and highlight the participation in such work by the key personnel proposed for assignment to this project.

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

(5) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process if a lobbyist or advocate is hired or retained.

(6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

b. **Proposed Staffing and Project Organization**

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

Offeror to:

(1) Identify key personnel proposed to perform the work and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment, and how long each person has been with the firm.

(2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.

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

(4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.

(5) Include an initial draft project schedule, which may be further revised during the initial planning phase.

(6) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. **Work Plan**

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

Offeror to:

(1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.

(2) Outline sequentially the activities that will be undertaken in completing the tasks and specify who will perform them.

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

(4) Provide the initial draft 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 for specific OCTA personnel who will be assigned to work on this project.

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

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

(7) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. **Exceptions/Deviations**

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

4. Cost and Price Proposal

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

5. Appendices

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

B. FORMS

1. Campaign Contribution Disclosure Form

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form (Exhibit E) 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, subcontractors, 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).

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

offeror shall use the campaign contribution form for any additional reporting. The forms must be submitted at least fifteen (15) calendar days prior to the anticipated Board Committee date on November 25, 2025 and sent via e-mail to the Contract Administrator.

2. Status of Past and Present Contracts Form

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

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

3. Proposal Exceptions and/or Deviations Form

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

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

1. Qualifications of the Firm **25%**

Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.

2. Staffing and Project Organization **20%**

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

3. Work Plan **30%**

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

4. Cost and Price **25%**

Reasonableness of the firm-fixed price for each task specified in the Scope of Work, included in this RFP as Exhibit A; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established August 27, 2024, as the date to conduct interviews. All prospective Offerors are asked to keep this date available.

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

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

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

C. AWARD

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

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

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

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

Paratransit and Microtransit Software

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1. OVERVIEW

The Orange County Transportation Authority (OCTA) is a state-mandated, multi-modal transportation agency in Orange County, California, operating 24 hours a day, 7 days a week. OCTA regulates, prioritizes, funds, plans, designs, builds, operates, and maintains the transportation network. This includes major highway and freeway projects, high-occupancy managed lanes, street improvements, commuter rail, streetcar, the public transit system, paratransit services and taxi services.

OC ACCESS SERVICE

The Americans with Disabilities Act of 1990 (ADA) requires agencies that operate fixed-route operations to provide complimentary paratransit service for individuals who are unable to use the fixed-route service or rail service. This complimentary paratransit service ensures that eligible individuals have transportation available to them on the same basis as individuals using the fixed-route service or rail service. Paratransit services are designed to complement these services in terms of the service area and time of service, not as a stand-alone system, and to service strictly defined categories of individuals with disabilities.

The ADA requires each public entity to establish a certification process for determining ADA paratransit eligibility. The eligibility criteria are designed to limit service to those individuals whose disabilities prevent them from using the fixed-route service or rail service for some or all of their trips.

OCTA responded to this civil rights legislation with the implementation of the OC ACCESS paratransit service (OC ACCESS) in 1993. OCTA operates OC ACCESS in partnership with a private firm.

OC ACCESS is contracted in a manner that promotes the efficient use of resources and reduces the overall program cost.

OC FLEX SERVICE

As part of the OC Bus 360 Program, OCTA implemented a number of initiatives to meet the changing mobility demands within OCTA'S service area. One of these initiatives was a micro-transit pilot program to evaluate the effectiveness of an on-demand service enabled by the technology used by ride hailing companies (e.g., Uber, Lyft). The technology provided customers with an application for their smart phone, allowed them to place reservations, pay their fare, and monitor their ride. The technology solution also provided a web interface for dispatching, and data collection. In addition, riders can call vendor directly and book a trip, and they can pay their fare on-board. Passengers receive a discount for using the mobile application to pay their fare. The objectives of the micro-transit pilot program were to:

1. Provide public transit mobility in lower-demand areas
2. Reduce total operating and capital costs
3. Reduce vehicle miles travelled (VMT)
4. Extend the reach of the OC Bus and Metrolink services
5. Meet customer needs

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

OCTA Specialized Transportation Services (STS) is seeking a software product with robust capabilities. Trapeze is currently utilized at OCTA to support OC ACCESS services. OCTA has been using Trapeze for scheduling, route optimization and dispatching since 1999. OCTA uses the following Trapeze modules:

- PASS
- PASS – MON
- PASS – INFO
- PASS – WEB / EZ WALLET
- ViewPoint
- DriverMate

OCTA's top-level business objectives are to:

a) Provide a Software-as-a-Service (SaaS) solution that will allow OCTA to integrate other services available to OC ACCESS riders under one (1) location and integrate with OCTA OC Bus app and vendor Transit App.
b) Provide the flexibility to integrate with other service types such as Same Day Taxi, Senior Mobility Programs to use the software at a limited (individual service) scheduling level with ability for OC ACCESS to schedule trips on their platforms.
c) Allow customers the ability to book a trip using a website, app, or call into OCTA's reservation number, and the ability to see all services available to them to take the trip (ACCESS, Same Day Taxi, Senior Mobility Program, etc.).
d) Provide a software solution that will allow OC ACCESS operations and eligibility to be integrated as one, including the ability to perform OC ACCESS Eligibility In-Person Assessments/Interviews from the same platform.
e) Provide a software solution that can include a brokerage solution with multiple vendors.
f) Provide the capability for a cashless payment solution for the paratransit service that can integrate with OCTA's existing fare payment vendors.
g) Provide a software solution that can perform all required ADA paratransit services and the ability to perform micro-transit service functions.

OCTA's top-level scope is:

1. Complete the implementation of the new system within twelve (12) months of the date the contract is executed.
2. Complete the implementation, training and deployment of the "Eligibility features" and functionality components by the end of May 2025, at the latest.
3. As necessary, complete the remaining implementation as a second phase. This second phase must be completed within nine (9) months after the Eligibility implementation is completed.

Below is a pictorial view of the timeline.

M0	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	M17	M18	M19	M20	M21	M22	M23	M24
0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Contract Execution	Implementation												PROD Usage - Year 1 (M13 - M24)											
	Implement Eligibility			Remaining System Implementation																				

M0 2025: Contract Execution
M3 2025: must be completed by May 2025

M13: Contract start date (Start PROD usage of the system)
Option for 5 years - M25 to M84

4. Implement a SaaS solution.
5. Implement, configure, test, deploy and train to migrate from Trapeze software to a new software as follows:
    a. Gather business and interface requirements (new software vendor and OCTA)
    b. Set up testing environment (Consultant and OCTA)
    c. Prior to the start of testing, complete the test cases and scenarios.
    d. Install and configure new software in OCTA's test environment based on the OCTA requirements.
    e. Replace or replicate all the existing interfaces (as applicable).
    f. Perform system testing (new software vendor and OCTA) based on test cases and scenarios.
    g. Fix system testing issues identified during system testing (new software vendor and OCTA)
    h. Perform User Acceptance Testing (UAT) (OCTA)
    i. Fix issues identified during UAT (new software vendor and OCTA)
    j. Perform user training and provide the training documentation for:
        i. System Administrator
        ii. Subject Matter Experts
        iii. End Users
    k. Deploy and migrate Software from test environment to the production environment (Consultant)
    l. Provide post-implementation supports

3. OCTA RESOURCES

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

1. A Project Steering Committee consisting of the Project Sponsors, and major stakeholders will meet as needed (preferably monthly and at a minimum, quarterly) to monitor progress and make any project decisions and course corrections that are needed.
2. A Leadership Team consisting of Business Owners, including the OCTA Resources, and Information Systems (IS) departments which will meet regularly [every two (2) to four (4) weeks] to drive efforts, address issues.
3. An OCTA IS Project Manager (PM) who will spend twenty-five percent (25%) of his/her time on this project.
4. Technical lead(s), who will be available as needed. The technical lead will assist with technical efforts, such as: design review, network configuration, security, databases.

5. A Business Computing Solution Specialist (BCSS) / Business Analyst (BA) and functional experts will be available as needed, based on the project schedule, at the request of the OCTA PM.
6. System users will be available during certain testing periods. All users of the system will participate, provided they have received proper training.
7. OCTA recognizes Mondays and Fridays as Flex-days. Meetings with OCTA staff shall be avoided on those days.
8. There are no OCTA resources who will be one hundred percent (100%) allocated to this project.

4. CONSULTANT SERVICES, EFFORTS AND DELIVERABLES

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

1. Project Management and Documentation – The various administrative efforts and documentation to implement (application name).
2. Application Software – The latest software version, including any related application software or modules required.
3. Other Related Software – This includes all software utilities, report writers, workflow software, development tools, hardware drivers, etc., that are required to operate and maintain the application software.
4. Annual Maintenance – Annual maintenance should be mandatory for all software being licensed in year 1. Annual maintenance may also be required for the one, five-year option term.
5. Provision, Install, Configure, Test, and Deploy the software and hardware – The services required to install, set-up and configure all software and hardware products.
6. Software Interfaces and Reports – All electronic interfaces between the new system and OCTA's existing application systems, as well as the required custom reports.
7. Data Migration and Conversion
8. Training – Training for OCTA resources.
9. Organizational Change Management (OCM).

5 CONSULTANT TEAM

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

1. Consultant's resources shall accept the condition that scheduling flexibility is required since OCTA's IS activities are driven by a combination of internal and external dependencies.
2. Consultant's resources shall work closely with the OCTA PM to plan the expected

work for each reporting/billing period. All project work shall be coordinated through the OCTA PM.

3. Consultant shall provide to each of their assigned resources a personal workstation (e.g., laptop PC) and cell phone.
4. 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.
5. Consultant's resources shall backup all work products 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.
6. Consultant's personnel who are 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.
7. Unless otherwise agreed to by the OCTA PM, Consultant's staff shall work onsite at OCTA's Orange, CA headquarters building or from a pre-authorized remote location. Exceptions require OCTA's PM approval for work performed offsite or offshore.
8. All resources participating on Consultant's project team shall have sufficient comprehension of the English language to read, write, speak, and understand all job-related directions and discussions.
9. All communication shall be in English, including verbal and written.
10. Verbal and written communication shall be grammatically correct at a university grade-level.
11. Consultant's resources shall be available from 8:00 a.m. to 5:00 p.m. (Pacific Time), Mondays through Fridays, and on all U.S. working days.
12. OCTA resources work a "flex schedule" (9/80 work week). As a result, Consultant shall plan to not conduct meetings with OCTA resources on Mondays or Fridays.
13. Consultant shall provide all phone and desktop-sharing conference calling dial-in numbers and Uniform Resource Locators (URLs).
14. Consultant shall provide telephonic technologies that limit the phone call latency to less than one (1) second and are at audio quality standards equivalent to typical U.S. domestic phone call quality standards.
15. Consultant's resources shall respond to voicemail, email, and text messages within a reasonable amount of time, but under no circumstances shall the amount of time exceed two (2) business days. If a deadline or 'respond by' date/time is indicated in a communication by OCTA, it will be expected to be met unless it is considered unreasonable by Consultant. If so, Consultant shall immediately notify OCTA, and provide a reasonable deadline that would need to be approved by OCTA.

6 CONTRACT TASKS

Consultant shall complete the following Tasks. The Tasks correspond to contractual payment schedule.

Task 1 – Project Planning and Management

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

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

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

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

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

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

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

the purposes of tracking efforts completed, and their respective payments. Payments shall be reconciled against the project schedule. All invoices shall be accompanied by a current project schedule to show the monies due correspond to the project schedule.

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

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

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

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

- *Overall Project Status* (Green, Yellow, Red). Green = project is on-track with schedule, budget, scope and/or resources, no major issues; no minor issues that will not be resolved in short-term; nothing to escalate. Yellow = project is at risk of slippage with one or more area of schedule, budget, scope, and/or resources; deviation could be 10 to 20% of plan; the project team has plan to correct the deviation. Red = project is slipping in one or more areas of schedule, budget, scope, and/or resources; management assistance is needed to re-set project.

- *Trend* (Steady, Improving, Degrading). The Trend is a forecast of the probable change in Status within the upcoming one (1)-two (2) weeks.
- *Tasks Completed* during the reporting period.
- *Tasks In-Progress.*
- *Next Steps / Work Planned* for the next reporting period including, but not limited to, those identified per the baseline project plan.
- *Resources* utilized since the previous Status Report, or those Resources needed during the next reporting period.
- *Project Issues*, including description, viable solution(s), owner, deadline, impact if not addressed by the deadline.
- Identification of *Short-Term Risks*, thirty (30) days or less that affects the project's progress, deliverables, or milestones. The risks shall be noted, potential solution(s) identified, action required for resolution, and estimated duration of solution.
- Identification of *Long-Term Risks*, sixty (60) days or more that affects the project's progress, deliverables, or milestones. The risk shall be noted, potential solution(s) identified, and action required for resolution, and duration required.

1.6 Consultant's project team shall co-lead the **Kick-Off meeting** with OCTA's PM. This shall be scheduled to occur after the signing of the contract and the acceptance of the project schedule.

All Consultant's identified team members or their alternates are required to attend the meeting, unless approved by the OCTA PM. Consultant's PM shall discuss the project approach (describing how the project will be successfully completed, and the implementation approach), the project's goals and objectives, scope, out-of–scope items, work plan, timeline, and team member roles and responsibilities during the meeting, and allow time for questions.

1.7 Consultant's PM shall co-lead the ongoing **Project Meetings, including the Kick-Off Meeting, and Status Meetings** with OCTA's PM. The meetings shall be held at OCTA's administrative offices located in Orange, California, but Consultant's team may attend the meetings 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 month, as deemed necessary by the OCTA PM. Attendance will be taken at each meeting. **Ongoing (working) Meetings** shall primarily be led by Consultant PM, or Consultant Leads throughout the course of the project lifecycle.

1.8 **Meeting Agendas.** The content shall include a list of topics, start- and end-time for each topic, presenter, follow-up items from previous meetings.

1.9 **Meeting Minutes.** The content shall include a summary of the discussion, Decisions, and Action Items. Minutes shall be distributed after the meeting to the meeting attendees (within one (1) business day).

1.10 **Ancillary Project Deliverables.** Detailed examples of any/all project-specific deliverables that shall be produced by Consultant during the project engagement shall be provided to OCTA in advance of the start of project to permit OCTA adequate time to assess the reasonableness of the content and approve the format and proposed content.

1.11 **Documentation Repository.** OCTA shall establish an MS Teams or MS SharePoint site for the project, to which Consultant shall have access. All 'master' versions of documentation shall be posted to this site by Consultant. The documents shall be 'checked-out, and checked–in' to provide control, versioning, and collaboration during the process of drafting the documentation. The project documentation must always be maintained within the Repository.

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

Objectives

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

Deliverables

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

Task 2 – Requirements Gathering

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

Business Analysis Joint 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

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

Task 3 - Design

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

1. Conceptual Design Review
2. Preliminary Design Review include:
   2.1 Backup and Recovery Plan
   2.2 Systems Integration Document
3. Final Design Review

Task 4 – Construct / Build

4.1 Consultant shall build and configure the new application to ensure compatibility with the system requirements. Changes shall be documented and reviewed with OCTA.

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

4.3 Build required interfaces between a new software and the OCTA existing applications in test environment.

4.4 Perform the required data conversions and migrations in test environment.

4.5 Produce the required reports in a 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, conversions, migrations and reports.

Deliverables

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

Task 5 – Test

Consultant shall be required to thoroughly test the application, interfaces and data conversions to ensure system functionalities, stability, and performance prior to making the system available for OCTA testing efforts. Consultant shall develop the Test Plan, Test Cases, and Test Scenarios.

5.1 Test Plan

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

5.1.1 The **Testing Plan** shall include who is conducting the testing, what type of testing shall be conducted, when the testing shall be conducted, 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.

5.1.2 The testing shall include unit-, system-, integration-, load-, stress-, functional-, non-functional-, device-, and network-testing.

5.1.3 Testing should include backup and restore, and disaster recovery procedures.

5.1.4 Consultant's technical members shall assist OCTA project staff as needed, to complete all User Acceptance Testing.

5.2 Test Cases

The **Test Cases** is a set of conditions or variables under which a Tester shall determine whether a system under test satisfies requirements or works correctly. The process of developing test cases can also help find problems in the requirements or design of an 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:

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

Task 6 – Train

6.1 Consultant shall develop a **Training Plan** for 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 training (why), and how the training will be conducted.

6.2 Describe the mediums that will be used (videos, manuals, classes, etc.).

6.3 **Training Documentation** shall be provided that is comprehensive of the system features and functionality for the specific use by OCTA Users in OCTA environment. Detailed manuals, outlines, lesson plans, shall be submitted for approval. Instruction shall be designed to be comprehensive of the equipment, and the system features and functionality. The documentation shall be provided in both digital and print format. These manuals shall describe and explain all features and functions of the application, how to use the application, and some common troubleshooting techniques. This training shall include video tutorials and training Quick Reference Guides.

6.4 Consultant shall be required to provide training for IT (technical training), and System Administration, Super-Users, and End-User training for both OCTA and OCTA contracted employees.

6.5 Training will be conducted at OCTA's administrative offices and bases in Orange, CA. Other methods such as online training will require OCTA approval.

6.6 Consultant shall provide ample in-class training time to ensure the trainees are fully confident and competent to be able to perform their job duties. Consultant shall plan to provide four (4) weeks of classroom (in-person) training at six (6) hours per day, four (4) days per week for the UAT group (before UAT starts), and then four (4) weeks of classroom (in-person) training at six (6) hours per day, four (4) days per week prior to go-live (this is a total of 192 classroom training hours). Any unused training hours shall be reimbursed to OCTA at the rate as defined in Exhibit B, Price Summary Sheet.

Objectives:

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

Deliverables:

6.1 **Training Plan** that denotes the people providing the training, and the resources attending the training, the objectives and expectations of the training, the content that shall be provided, schedule and location, and the purpose of the training.

6.2 **Training Documentation**, including 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.

7.1 Go-Live Assessment

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

Objectives:

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

Deliverables:

7.1.1 **Readiness Assessment Report.**

7.1.2 Draft the **Implementation (Deployment) Plan**.

7.2 Go-Live Plan

A meeting shall be held prior to production deployment to review the **Implementation (Deployment) Plan**. The **Implementation Plan** shall include who is participating in the deployment, what the deployment will encompass, when the deployment efforts/tasks will be conducted, and 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** shall be documented to ensure all changes are moved to production accurately and completely.

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

A **Contingency Plan** for Go-Live shall be documented and approved by OCTA project sponsor and project manager. Consultant shall document detailed procedure on how, what and why need to be done in case the implementation will not take place due to unforeseen events or implementation issues.

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

Objectives:

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

Deliverables:

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

7.3 Go-Live / Deployment

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

Objectives

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

Deliverables

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

7.4 Final Acceptance

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

Objectives:

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

Deliverables:

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

Task 8 – Post-Deployment Support

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

- The warranty period shall begin on the Go-Live date if all bugs and defects previously reported during testing have been resolved to OCTA's satisfaction. Go-Live constitutes the date when the solution is formally accepted in writing and ready for deployment in OCTA's production environment.

- 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 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.

Objective

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

Deliverables

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

8 CONSULTANT'S RESPONSE TO PROPOSAL

OCTA encourages Consultants to offer the latest available technology solutions that best meet the program objectives and specific requirements listed herein. Consultant's proposal response shall include the following information, which is Attachment C, to this scope of work:

8.1. **Consultant Experience.**

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

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

Consultant shall include in the "Work Plan" section of its proposal a TSD narrative section highlighting the proposed technical solution for OCTA. This narrative shall include a description of the technical architecture and the justification for their proposed approach. This shall include hardware and/or cloud hosting environments topology, including network and security components, all third-party software, and integration solutions for disparate components.

8.3. **Proposed Project Schedule.**

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

During the actual project implementation effort, a more detailed project schedule shall be required (as described in Task 1 – Project Schedule), which shall incorporate OCTA-specified modifications, including duration and start-date modifications, as necessary, to align with their regular work-day activities, business cycles, holidays, and other work-day constraints. This alignment may result in 8 to 12 weeks of

additional project duration if sufficient time was not allocated for OCTA to conduct reviews/approvals of project documentation, testing, etc.)

8.4. **Roles and Responsibilities Matrix.**

Provide the number of resources, and their respective roles.

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

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

ATTACHMENT A: BUSINESS REQUIREMENTS

Attached is the document for Consultant to update with their responses.

Paratransit Software Business Requirement

A1: Instructions tab

OCTA has grouped the business requirements with the following category/sub-category combinations:

Category	Sub-Category / Process
Communication	Driver
Communication	Passenger
Core system	Driver
Core system	Dispatch
Core system	Passenger
Core system	N/A
Core system	Manifest
Core system	Trip Options
Core system	Dispatch/Reservationist
Core system	Reports and Analytics
Core system	Alerts
Core system	User roles
Eligibility	Administration
Eligibility	Documentation
Eligibility	Reports and Analytics
Eligibility	Service Infractions
Eligibility	Letters
Eligibility	Workflow
Eligibility	Audit tracking
Eligibility	Parameters
Finance	Reports and Analytics
Integration	Vehicles
Integration	Payments
Mobile app	Passenger
Mobile app	Passenger/Driver
Mobile app	Driver

Non-functional / technical	License, Maintenance and Support, and Hosting
Non-functional / technical	Application Security
Non-functional / technical	Core Software
Non-functional / technical	Data Migration, and Data Conversion
Non-functional / technical	Database
Non-functional / technical	Disaster Recovery
Non-functional / technical	Environment
Non-functional / technical	Environment Security
Non-functional / technical	Interfaces
Non-functional / technical	Mobility
Non-functional / technical	Performance
Non-functional / technical	Printing
Non-functional / technical	Project Implementation
Non-functional / technical	Reports and Analytics
Non-functional / technical	System Credits
Non-functional / technical	Usability
Non-functional / technical	Users
Operations	Reports and Analytics
Payment	Passenger
Payment	System Setup
Payment	Driver
Portal	Passenger
Portal	Other user
System Setup	Parameters
System Setup	Data Retention
System Setup	Data Security
System Setup	Passenger
System Setup	Fare
System Setup	Integration
System Setup	Vehicles
System Setup	Compliance
System Setup	Useability
System Setup	User roles
System setup	Reports and Analytics
Trips	Dispatch
Trips	Passenger
Trips	System Setup
Trips	Automation
Trips	Trip Options
Trips	Optimization

These are the definitions for OCTA's priority of the Business Requirements:

OCTA's Priority
1 - Required
2 - Preferred / Nice to Have
3 - Required, if solution is hosted (cloud-based)

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

(Requirement Drop-down Responses)

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

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

A2: Requirements List tab

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

The figure below is a **SAMPLE** screen shot of the Requirements List Microsoft Excel file. OCTA's requirements are organized by Category, 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 F through K of the Requirements List Microsoft Excel file).

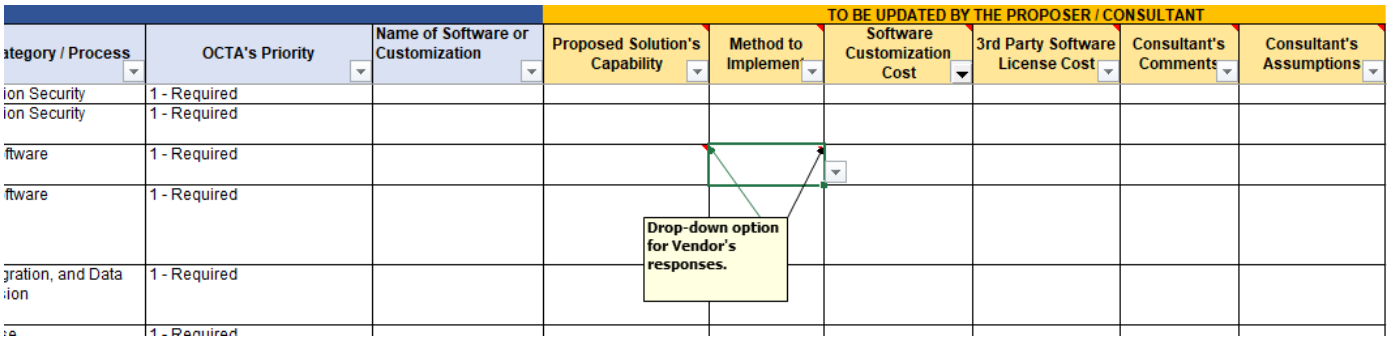
a) **Proposed Solution's Capability**: Does the solution meet the requirement?

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

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

e) **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.

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



INFORMATION PROVIDED BY OCTA

ID	System Requirement	Category	Sub-category / Process	OCTA's Priority
1	Ability for dispatch to create demand trips (e.g. one-time trips).	Trips	Dispatch	1 - Required
2	Ability for dispatch to update demand trips (e.g. one-time trips).	Trips	Dispatch	1 - Required
3	Ability for dispatch to cancel demand trips (e.g. one-time trips).	Trips	Dispatch	1 - Required
4	Ability for dispatch to create subscription trips (i.e. recurring trips).	Trips	Dispatch	1 - Required
5	Ability for dispatch to make changes to subscription trips (i.e. recurring trips).	Trips	Dispatch	1 - Required
6	Ability for dispatch to cancel subscription trips (i.e. recurring trips).	Trips	Dispatch	1 - Required
7	Ability for passenger to create demand trips (e.g. one-time trips).	Trips	Passenger	1 - Required
8	Ability for passenger to update demand trips (e.g. one-time trips).	Trips	Passenger	1 - Required
9	Ability for passenger to cancel demand trips (e.g. one-time trips).	Trips	Passenger	1 - Required
10	Ability for passenger to request to be added to a subscription (i.e. recurring trips).	Trips	Passenger	1 - Required
11	Ability for passenger to cancel a trip (an instance) of a subscription (i.e. recurring trip).	Trips	Passenger	1 - Required
12	The application has template for subscription trips. (sample fields would be pick up location, drop off location, pickup time, drop off time).	Trips	System Setup	1 - Required
13	Ability for scheduler/dispatcher to manually schedule trips (i.e. "override the system").	Trips	Dispatch	1 - Required
14	The application should auto schedule trips, and continuously re-optimize trip assignments to vehicles based on schedule adherence, trip modifications, or vehicle availability (i.e. having to remove a vehicle from service due to an accident or incident).	Trips	Automation	1 - Required
15	The application has shared-ride scheduling algorithm.	System Setup	Parameters	1 - Required
16	Ability to maximize shared rides.	System Setup	Parameters	1 - Required
17	Ability allow at least 500 vehicles in the system.	System Setup	Parameters	1 - Required
18	Ability to manage and assign trips to multiple providers.	System Setup	Parameters	1 - Required
19	Ability to add providers.	System Setup	Parameters	1 - Required
20	Ability to remove providers.	System Setup	Parameters	1 - Required
21	Ability for passengers to pay for trips using electronic payment in the passenger App or saved payment information to allow reservationist to bill the trip to.	Payment	Passenger	1 - Required
22	Electronic payment handled through the application is PCI-compliant (pending approval by OCTA Cyber Security department).	Payment	System Setup	1 - Required
23	Ability for passengers to pay for trips using cash.	Payment	Passenger	2 - Preferred / Nice to Have
24	Ability for drivers to accept cash payment for the trip within the application.	Payment	Driver	2 - Preferred / Nice to Have
25	Ability for drivers to contact passengers.	Communication	Driver	2 - Required
26	Ability to configure confirmation messages with OCTA verbiage and format.	Communication	Passenger	1 - Required
27	Ability to send trip information to vehicles: - pickup time, pick up location, drop off time, drop off location, passenger ID, passenger full name, fare type, space type, passenger requirements (like wheelchair, needs assistance, etc..), booking comments	Integration	Vehicles	1 - Required
28	Ability to send trip information to vehicles for a minimum of a 3 hour window.	Integration	Vehicles	1 - Required
29	Ability to send trip information to vehicles for up to 10 trips.	Integration	Vehicles	1 - Required
30	Ability to set up parameters for trip information (e.g. 3 hour window or number of trips) by provider.	Integration	Vehicles	1 - Required

31	Ability to adjust trip information window (e.g. 3 hour window is 1 hour prior and 2 hours ahead of current time).	Trips	System Setup	1 - Required
32	Ability to receive trip information from vehicles: - Actual arrival time, odometer reading, actual pick up time, actual drop off time	Integration	Vehicles	1 - Required
33	Ability to receive trip information from vehicles in real time (e.g. no more than 60 seconds delay).	Integration	Vehicles	1 - Required
34	The application should allow data reconciliation after day of service.	Integration	Vehicles	1 - Required
35	The application keeps data for at least 7 years.	System Setup	Data Retention	1 - Required
36	Ability to integrate with Init Fare Collection System.	Integration	Payments	1 - Required
37	Ability to handle multiple space types.	System Setup	Parameters	1 - Required
38	Ability to handle multiple vehicle capacity types.	System Setup	Parameters	1 - Required
39	Ability to match space types and vehicle capacity types.	System Setup	Parameters	1 - Required
40	Ability to create customizable paratransit service eligibility application forms that enable passengers to apply for ACCESS service.	Eligibility	Administration	1 - Required
41	The application must provide high levels of HIPPA data security when creating or storing data, especially passenger data and eligibility application.	System Setup	Data Security	1 - Required
42	Passenger and eligibility data must have lock-down ability to prevent non-essential personnel from having access to this data.	System Setup	Data Security	1 - Required
43	The application should have a web-based administrative console to manage paratransit service eligibility certifications, including storage of applications, forms and/or letters.	Eligibility	Administration	1 - Required
44	The application should have a web-based administrative console to maintain files and warnings, suspensions, and appeals based on defined service infraction policy criteria including No Shows, Behavioral and others.	Eligibility	Administration	1 - Required
45	Ability to associate a passenger who is 18 years or under with Youth passenger Free Fare program.	System Setup	Passenger	1 - Required
46	The application automatically makes passengers who are 19 years old and above as ineligible for the Youth passenger Free Fare program.	System Setup	Passenger	1 - Required
47	Ability to assign free fares in specific zones when cities cover cost of trips.	System Setup	Fare	1 - Required
48	Ability to add/remove multiple fare types.	System Setup	Fare	1 - Required
49	Ability to adjust scheduling parameters (e.g. restrict backtracking, how many people can be in vehicle, etc.) to help achieve scheduling goals (e.g. OTP%, PPH, travel time comparability).	System Setup	Parameters	1 - Required
50	Ability to interface with GTFS for ADA 3/4 mile buffering of service area matching fixed route areas	System Setup	Integration	1 - Required
51	Ability to support multiple starting and end points for vehicles (at least 500).	System Setup	Vehicles	1 - Required
52	Ability store pictures of drivers/employees with driver profile and information.	Core system	Driver	1 - Required
53	Ability for dispatcher to report emergency situation (e.g. fire, earthquake, flooding, etc.) by dragging a polygon in a geographic area.	Core system	Dispatch	1 - Required
54	Ability to notify passengers in emergency situation (e.g. fire, earthquake, flooding, etc.) in a geographic area.	Communication	Passenger	1 - Required
55	Ability to reroute trips in emergency situation (e.g. fire, earthquake, flooding, etc.) in a geographic area.	Core system	Dispatch	1 - Required
56	Ability to cancel trips in emergency situation (e.g. fire, earthquake, flooding, etc.) in a geographic area.	Core system	Dispatch	1 - Required
57	Ability to reschedule trips in emergency situation (e.g. fire, earthquake, flooding, etc.) in a geographic area.	Core system	Dispatch	1 - Required

58	The application should be compliant with the Americans with Disabilities Act (ADA) accessibility requirements.	System Setup	Compliance	1 - Required
59	Ability for a passenger to create a passenger profile that identifies specific needs of the passenger in terms of fare payment, accessibility need (i.e. wheelchair, mobility device, service animal, driver assistance).	Portal	Passenger	1 - Required
60	Ability for a passenger to modify their passenger profile to include adding/removing payment types, updating address, updating or removing mobility device.	Portal	Passenger	1 - Required
61	Provide self service portal through mobile application for passengers.	Mobile app	Passenger	1 - Required
62	Self service portal is ADA compliant.	Portal	Passenger	1 - Required
63	Available for download from both Apple App Store and Google Play Store or accessible via a web-based interface, at a minimum.	Mobile app	Passenger/Driver	1 - Required
64	Ability to provide self service portal for passengers in multiple languages: English, Spanish	Mobile app	Passenger	1 - Required
65	Ability to provide self service portal for passengers in multiple languages: Farsi, Korean, Mandarin	Mobile app	Passenger	2 - Preferred / Nice to Have
66	Ability for driver to add additional passengers to a trip.	Mobile app	Driver	1 - Required
67	Ability for driver to remove additional passengers from a trip.	Mobile app	Driver	1 - Required
68	Ability for driver to add additional fares.	Mobile app	Driver	1 - Required
69	Ability for driver to remove additional fares.	Mobile app	Driver	1 - Required
70	Ability for driver to adjust fare payment type.	Mobile app	Driver	1 - Required
71	Ability for mobile application to provide driver with turn by turn directions.	Mobile app	Driver	1 - Required
72	Ability for mobile application to adjust the route around high traffic areas.	Mobile app	Driver	1 - Required
73	Mobile application displays all passenger info: passenger name, space type, pick up time & location, drop off time & location, booking comments	Mobile app	Driver	1 - Required
74	Mobile application shows number of passengers for the trip.	Mobile app	Driver	1 - Required
75	Mobile application shows space type for each passenger.	Mobile app	Driver	1 - Required
76	Mobile application shows mobility aids for each passenger.	Mobile app	Driver	1 - Required
77	Mobile application shows booking comments I.E gate code etc. for each passenger.	Mobile app	Driver	1 - Required
78	Driver is able to mark the arrival at a pickup location in the mobile application.	Mobile app	Driver	1 - Required
79	Driver is able to mark the arrival for multiple passengers at the same pickup location in the mobile	Mobile app	Driver	1 - Required
80	Driver is able to mark the beginning of the trip in the mobile application.	Mobile app	Driver	1 - Required
81	Driver is able to mark the beginning of the trip for multiple passengers at the same pickup location in the mobile application.	Mobile app	Driver	1 - Required
82	Driver is able to mark the arrival at a destination location in the mobile application.	Mobile app	Driver	1 - Required
83	Driver is able to mark the end of the trip at the destination in the mobile application.	Mobile app	Driver	1 - Required
84	Driver is able to request 'No Show' at pickup location.	Mobile app	Driver	1 - Required
85	Driver is able to request trip 'Cancel at Door' at pickup location.	Mobile app	Driver	1 - Required
86	System should automatically mark a Late Cancellation when cancelling trip with less than 1 hour notice before pickup window starts.	Core system	Passenger	1 - Required

87	System allows for creation of passenger Profile. passenger Profile should include at least the following information: First name, Last name, Date of Birth, Age (based on date of birth), Gender, Eligibility for Services, Mobility Device type (corresponds with Mobility Device Space Types), photo, storage of fares (if passenger desires), PCA, Eligibility issued date, and Eligibility expire date.	Core system	Passenger	1 - Required
88	Mobile application stores trip data (e.g. arrived and performed data) to sync up with the application later, in case communication to vehicle is lost.	Mobile app	Driver	1 - Required
89	Ability to push entire manifest to vehicle.	Mobile app	Driver	2 - Preferred / Nice to Have
90	Ability to send Automatic Vehicle Location (AVL) data back to main application.	Mobile app	Driver	1 - Required
91	Ability to support 4G/5G cellular networks.	Mobile app	Driver	1 - Required
92	The system is web based.	Core system	N/A	1 - Required
93	The system allows for simple search of records by name, an ID number or date of birth of new applicant to avoid creating duplicates.	System Setup	Useability	1 - Required
94	The system allows to store documentation in different formats, pdf, audio files, emails, etc.	Eligibility	Documentation	1 - Required
95	The system can provide immediate reporting, display view preferable like a dashboard of the evaluation process, informing at which stage level an application is found within the 21-day period	Eligibility	Reports and Analytics	1 - Required
96	The system can permit for service ban due to excessive no-shows, once a record has met the threshold, that is, minimum of three no-shows, at least 10 rides booked, and the number of no-shows must be equal or greater than 10% of the total number of rides for the same month, tracking within a 12-month period.	Eligibility	Service Infractions	1 - Required
97	The system should have reporting capabilities to be able to track how many applications have been processed by eligibility type (Unrestricted, Conditional, Temporary, Denied, etc.)	Eligibility	Reports and Analytics	1 - Required
98	The system should be able to work seamlessly with the current OC ACCESS application, available through OCTA.net	System Setup	Integration	1 - Required
99	Eligibility Responses and Letters: The eligibility system automatically generate application response letters, expiration warning letters, all based on agency requirements and templates based on agency requirements and templates	Eligibility	Letters	1 - Required
100	The eligibility and application system allows for appeals applications and tracking through the appeals process.	Eligibility	Workflow	1 - Required
101	The eligibility system has historical tracking and auditing in place on individual records to determine which account or coordinator approved or denied service to an applicant. Change to key data fields are logged for historical auditing purposes and includes the user/account that made the change.	Eligibility	Audit tracking	1 - Required
102	Information fields displayed and updatable in passenger / reservationist / dispatcher application can be controlled based on the user type (management, eligibility, reservationist, dispatcher, passenger)	System Setup	User roles	1 - Required
103	Eligibility system supports automatically providing presumed eligibility when the agency does not make a determination within 21 days. System also supports flagging which accounts were provided presumed eligibility due to the determination violation.	Eligibility	Workflow	1 - Required
104	Ability to book a trip for a temporary passenger (may be needed during eligibility process).	Trips	Passenger	1 - Required
105	Eligibility system allows for conditional eligibility management. Eligibility conditions are readily available when booking, and the system will prevent passengers from booking trips which they are not eligible for	Eligibility	Workflow	2 - Preferred / Nice to Have

106	Suspension management: The system allows for tracking and management of service suspensions for passengers who do not comply with agency rules. The suspension management system offers configurable automated workflows based on service infractions incurred and agency requirements. The suspension management system can automatically generate warning and suspension letters by auto-populating agency templates with relevant user profile information	Eligibility	Service Infractions	2 - Preferred / Nice to Have
107	Ability to schedule reports and automatically deliver them via email.	System setup	Reports and Analytics	1 - Required
108	Passenger reports are generated daily, weekly and monthly that include the following data points at a minimum: passenger trips completed, new accounts, repeat accounts, trips cancelled, trips abandoned, trip bookings via Call Center, trip bookings via App, real-time booked trips, same day pre-scheduled trips, pre-scheduled trips, average trip rating, passenger types (e.g. ambulatory, walker, wheelchair, scooter).	Operations	Reports and Analytics	1 - Required
109	Operator performance reports are generated daily, weekly and monthly that include the following data points at a minimum: scheduled hours, online hours, offline or on-break hours, rides completed, cancelled rides, no-show rides, non-compliance events, passengers per vehicle revenue hour, average ride rating, average and maximum boarding time, average and maximum disembarking time, average and maximum step completion time	Operations	Reports and Analytics	1 - Required
110	Reports by hour are generated showing an hourly breakdown of data to understand trends during the day. The following hourly data points must be available at a minimum: passenger trips completed, trip denials, passengers per vehicle revenue hour, trips with long wait time, operators scheduled, operators online, operators with passenger in vehicle, operators offline or on-break	Operations	Reports and Analytics	2 - Preferred / Nice to Have
111	ABBG Data no subtype exclusions with seconds_MC	Finance/STS	Reports and Analytics	1 - Required
112	ACCESS YYYY Appointment Time Booking errors (where YYYY is current year)	Finance/STS	Reports and Analytics	1 - Required
113A	ACCESS YYYY Excessively Early Appointment NNNN (where YYYY is current year, and NNNN is Provider Name)	Finance/STS	Reports and Analytics	1 - Required
113B	ACCESS YYYY Excessively Early Appointment Trips All Providers (where YYYY is current year)	Finance/STS	Reports and Analytics	1 - Required
114A	ACCESS YYYY On Time Performance, Pick Up and Appointment NNNN (where YYYY is current year and NNNN is Provider)	Finance/STS	Reports and Analytics	1 - Required
114B	ACCESS YYYY On Time Performance, Pick Up and Appointment All Providers (where YYYY is current year)	Finance/STS	Reports and Analytics	1 - Required
115	ACCESS Route Efficiency YYYY (where YYYY is current year)	Finance/STS	Reports and Analytics	1 - Required
116	RCOC trips, client summary, billing, CXL, NS	Finance/STS	Reports and Analytics	1 - Required
117	ACCESS Excessively Late Trips	Finance/STS	Reports and Analytics	1 - Required
118	ACCESS Missed Trips	Finance/STS	Reports and Analytics	1 - Required
119	ACCESS Service Billing	Finance/STS	Reports and Analytics	1 - Required

120A	ACCESS NTD Report	Finance/STS	Reports and Analytics	1 - Required
120B	ACCESS NTD Report NNNN (where NNNN is Provider)	Finance/STS	Reports and Analytics	1 - Required
121A	ACCESS Vocational Vision Hours	Finance/STS	Reports and Analytics	1 - Required
121B	ACCESS Vocational Vision Hours NNNN (where NNNN is Provider)	Finance/STS	Reports and Analytics	1 - Required
122A	ACCESS Service Area Cost Trips	Finance/STS	Reports and Analytics	1 - Required
122B	ACCESS Service Area Cost Trips_manual	Finance/STS	Reports and Analytics	1 - Required
123	Measure M Subsidy - Passengers by Fare Type	Finance/STS	Reports and Analytics	1 - Required
124	Youth Ride Free	Finance/STS	Reports and Analytics	1 - Required
125	Same Day Taxi Error Checks	Finance/STS	Reports and Analytics	1 - Required
126	Same Day Taxi On Time Performance	Finance/STS	Reports and Analytics	1 - Required
127	Same Day Taxi Trips	Finance/STS	Reports and Analytics	1 - Required
128	Passenger Report(s)	STS	Reports and Analytics	1 - Required
129	Hourly trending report(s)	STS	Reports and Analytics	1 - Required
130	Ability to add multiple types of Service (Paratransit, Same day taxi, Senior Mobility Programs, Microtransit).	System setup	Parameters	1 - Required
131	Ability to modify Service Types once implemented (adjust days, times, areas served, ridership capacity).	System setup	Parameters	1 - Required
132	Ability to enact eligibility requirements on different service types (i.e. some passengers are eligible for all programs based on age, some programs are open to all passengers, some programs require an eligibility assessment).	System setup	Parameters	1 - Required
133	Ability to assign passengers to programs based on program eligibility requirements.	Eligibility	Parameters	1 - Required
134	Ability to set multiple fare types for each type of service. Fare types may be based on distance, age, etc.	System setup	Parameters	1 - Required
135	Ability to set frequently used locations (i.e. shopping centers, medical centers, regional centers, dialysis centers, etc.).	System setup	Parameters	1 - Required
136	Ability to track and bill trips to and from frequently used locations (i.e. all trips to and from a particular center should be tracked, and the system should generate a bill for that center to reimburse for those trips based on approved passengers).	Operations	Reports and Analytics	1 - Required
137	Multiple Funding types… currently, we have 2 (ACCESS and Regional Center of Orange County (RCOC) .	System setup	Parameters	1 - Required
138	Ability to bid trips out (i.e. based on capacity, we may want to shift a trip to same day taxi or Uber/Lyft, who will be cheaper).	Core system	Dispatch	1 - Required
139	Web-based customer-facing concierge interface for hotels, restaurants, non-profit organizations, or employers to book a trip on behalf of a customer via web interface.	Portal	Other user	1 - Required
140	Trip requests/searches should generate a series of trip options before and after the searched time.	Trips	Trip Options	1 - Required
141	The trip options generated are automatically negotiated within a configurable negotiation window (e.g. 60 minutes) as allowed by ADA.	Trips	Trip Options	1 - Required
142	The negotiated trip options are generated based on feasible times with actual future vehicle manifests, routes, and pre-scheduled trips.	Trips	Trip Options	1 - Required

143	Ability to add vehicles to service.	System Setup	Vehicles	1 - Required
144	Ability to remove vehicles from service. We need to be able to remove all the trips from a vehicle if the vehicle is suddenly disabled due to an accident or incident or mechanical failure.	System Setup	Vehicles	1 - Required
145	Ability to remove all the trips from a vehicle if the vehicle is suddenly disabled due to an accident or incident or mechanical failure.	System Setup	Vehicles	1 - Required
146	Ability for Passenger App to provide a pickup time window (e.g. 10 minutes for microtransit riders, 30 minutes for paratransit riders) for rider's verification prior to confirming the booking.	Trips	Passenger	1 - Required
147	Ability for Passenger App to provide a drop-off time (no later than) for rider's verification prior to confirming the booking.	Trips	Passenger	1 - Required
148	All booked rides including real-time, pre-scheduled, or multi-day bulk booked rides, are scheduled and optimized into vehicle manifests by the system immediately upon ride	Core system	Manifest	1 - Required
149	System always maintains present and future vehicle manifests in an actionable state.	Core system	Manifest	1 - Required
150	Dispatcher portal shows pre-scheduled rides assigned to specific vehicle manifests immediately upon ride booking.	Core system	Manifest	1 - Required
151	System automatically and continuously optimizes vehicle manifests as new rides are booked, for rides pre-scheduled days in advance, same day bookings, and real-time	Core system	Manifest	1 - Required
152	System assigns passenger bookings (including pre-scheduled rides) to a driver manifest immediately upon booking.	Core system	Manifest	1 - Required
153	System always maintains present and future vehicle manifests in an actionable state including for rides that are booked in advance.	Core system	Manifest	1 - Required
154	Dispatcher portal shows pre-scheduled rides assigned to specific vehicle manifests immediately upon ride booking.	Core system	Manifest	1 - Required
155	Ability to configure the entire eligibility workflow based on OCTA requirements.	Eligibility	Workflow	1 - Required
156	System is capable of tracking all incoming applications through the entire eligibility	Eligibility	Workflow	1 - Required
157	Eligibility workflows are able to identify which service level the applicant is most likely to be eligible for based on their profile details and application.	Eligibility	Workflow	1 - Required
158	Ability to support service expiry with workflows.	Eligibility	Workflow	1 - Required
159	Ability to support service renewal with workflows.	Eligibility	Workflow	1 - Required
160	The eligibility system can also generate workflows with 3rd parties such as sending a doctor's office a custom digital form linked to a client for medical verification.	Eligibility	Workflow	1 - Required
161	A trip request (same-day or pre-scheduled) generates trip options with realistic times that are calculated based on the expected vehicle travel on the actual road network, historical traffic data and real-time traffic data.	Core system	Trip Options	1 - Required

162	Vehicle manifests include configurable boarding and aligthing times based on each passenger type, travel time from/to the garage, and scheduled operator breaks.	System Setup	Parameters	1 - Required
163	Ability to configure the journey time with multiple parameters relative to each trip's direct journey time by fixed-route transit or by personal car.	System Setup	Parameters	1 - Required
164	Ability to configure the journey time with multiple parameters including maximum journey time (e.g. maxium on-board time can be limited to no longer than double the direct trip duration or 60 minutes, whichever is less.). The maximum journey time configurations can vary with the time of day or day of week.	System Setup	Parameters	1 - Required
165	Reservationist Interface shows key eligibility information on passenger's profile to aid reservationists in their booking.	Core system	Dispatch/Reservationist	1 - Required
166	Reservationist Interface can be configured to show any fields which have been stored in the passenger's profile in the eligibility management system.	Core system	Dispatch/Reservationist	1 - Required
167	Ability to configure certain chosen fields on the passenger's profile to be editable by reservationists in the booking portal.	Core system	Dispatch/Reservationist	1 - Required
168	Reservationist Interface is able to snap to predetermined pickup/dropoff points (i.e. stand signs or virtual stops) automatically if a ride request is into an area that is to a special center/venue such as a hospital or medical center.	Core system	Dispatch/Reservationist	1 - Required
169	If multiple predetermined pickup/dropoff points exist, then multiple options are presented to the Reservationist for selection.	Core system	Dispatch/Reservationist	1 - Required
170	Passenger App is able to snap to predetermined pickup/dropoff points (i.e. stand signs or virtual stops) automatically if a ride request is into an area that is to a special center/venue such as a hospital or medical center.	Trips	Passenger	1 - Required
171	If multiple predetermined pickup/dropoff points exist, then multiple options are presented to the Passenger for selection.	Trips	Passenger	1 - Required
172	Passengers are provided with automated notifications regarding their upcoming ride via push notification.	Communication	Passenger	1 - Required
173	Passengers are provided with automated notifications regarding their upcoming ride via	Communication	Passenger	1 - Required
174	Passengers are provided with automated notifications regarding their upcoming ride via	Communication	Passenger	1 - Required
175	Passengers are provided with automated notifications regarding their upcoming ride via IVR Callout.	Communication	Passenger	1 - Required
176	Passengers who receive an IVR callout can have the option to connect with dispatch for more information or trip modification.	Communication	Passenger	1 - Required
177	Passengers who receive an IVR callout can have the option to cancel the ride.	Communication	Passenger	1 - Required
178	System offers dashboard for the dispatcher to monitor the status of rides, expected times of pickups or dropoffs, potential lateness, and other relevant information.	Core system	Reports and Analytics	1 - Required
179	The dashboard views can be customized based on the agency's preferences or dispatcher's role/priorities.	Core system	Reports and Analytics	1 - Required
180	The dashboard offers filters to view only rides or vehicles of interest (e.g. only imminent pickups, or rides assigned to a specific fleet or vehicle).	Core system	Reports and Analytics	1 - Required
181	System offers dashboard(s) to the dispatcher/supervisor to monitor the status of drivers, their activities, historical locations and driving path, progress, and performance.	Core system	Reports and Analytics	1 - Required
182	The dashboard views can be customized based on the OCTA's preferences or dispatcher's role / priorities.	Core system	Reports and Analytics	1 - Required
183	The dashboards offer the ability to selectively filter, show or hide, information pertaining to only certain vehicles or metrics.	Core system	Reports and Analytics	1 - Required
184	The dispatcher can visually investigate a driver's historical activities such as locations, driving path and stops during a certain period of time (e.g. 9am - 10am).	Core system	Reports and Analytics	1 - Required
185	System automatically re-assigns trips and optimizes vehicle manifests when there are driver callouts (i.e. drivers cannot make their scheduled shift).	Trips	Optimization	1 - Required
186	System manages trip commitments and on-time performance proactively in response to driver callouts, automatically without needing much dispatcher intervention.	Trips	Optimization	1 - Required
187	System automatically re-assigns trips and optimizes vehicle manifests when a vehicle has a breakdown and goes out of service.	Trips	Optimization	1 - Required
188	System automatically re-assigns trips and optimizes vehicle manifests when a driver takes an unscheduled break.	Trips	Optimization	1 - Required
189	System automatically updates and optimizes vehicle manifests in real-time when a vehicle gets behind schedule.	Trips	Optimization	1 - Required
190	System automatically updates and optimizes vehicle manifests in real-time when an operator is non-responsive.	Trips	Optimization	1 - Required
191	System automatically updates and optimizes vehicle manifests in real-time when on-time performance is at risk.	Trips	Optimization	1 - Required
192	The system proactively manages trip commitments and on time performance through continuous optimization and automatically without needing dispatcher intervention.	Trips	Optimization	1 - Required
193	System supports 'floating' lunches and breaks for operators.	Trips	Optimization	1 - Required
194	A list of designated break locations can be configured so that a break location is intelligently assigned based on the vehicle and trip locations.	Trips	Optimization	1 - Required
195	Lunches/breaks are automatically and dynamically assigned to operators based on current passenger bookings and assessment of available vehicles to service demand.	Trips	Optimization	1 - Required
196	Drivers are directed to a specific approved break location that is optimized to reduce driver deadheading and to position the driver for subsequent pickups.	Trips	Optimization	1 - Required
197	The system can automatically move 'floating' lunches or driver break with locations and times if a vehicle(s) goes unexpectedly out of service and rides need to be reassigned to the remaining in-service vehicles.	Trips	Optimization	1 - Required

198	System detects driver non-compliance in performing the required steps and generates automated alerts in real time. The alerts include: (i) late shift start or early shift end (ii) taking an unscheduled unapproved break (iii) lingering too long after dropping off a passenger or in between steps (iv) metrics identifying the severity of each alert (v) aggregated statistics by operator and by alert type (vi) interactive dashboard drill-down capability to investigate each non-compliance alert.	Core system	Alerts	1 - Required
199	Reports of alerts are provided daily, weekly and monthly. The alerts include: (i) late shift start or early shift end (ii) taking an unscheduled unapproved break (iii) lingering too long after dropping off a passenger or in between steps (iv) metrics identifying the severity of each alert (v) aggregated statistics by operator and by alert type (vi) interactive dashboard drill-down capability to investigate each non-compliance alert.	Core system	Reports and Analytics	1 - Required
200	The system supports manual trip override or re-assignment to a different specific vehicle or set of vehicle(s) (e.g. a few rescue or extraboard vehicles).	Trips	Optimization	1 - Required
201	When a ride is manually re-assigned to a specific vehicle or set of vehicles, the system will continue to re-optimize the rest of the vehicles' schedules around the manual assignment, ensuring it does not have a downstream impact on other rides and to ensure on-time performance.	Trips	Optimization	1 - Required
202	The system offers the ability to store and manage driver data: employment history, driving records, medical assessments, and suspension and termination management.	Core system	Driver	2 - Preferred / Nice to Have
203	The system should support management of drivers for multiple fleet providers, and access to driver records should be configurable based on agency and provider requirements.	Core system	Driver	2 - Preferred / Nice to Have
204	Ability to configure access to driver records based on OCTA and provider requirements.	Core system	Driver	2 - Preferred / Nice to Have
205	Eligibility application system is capable of managing both digital and paper-based	Eligibility	Administration	1 - Required
206	Digital applications are automatically loaded into the eligibility system, and update passenger profile based on application information.	Eligibility	Administration	1 - Required
207	The eligibility application system allows for multiple application forms for different services.	Eligibility	Administration	1 - Required
208	The eligibility application system allows creation of extra forms for external reviewers or healthcare providers to complete.	Eligibility	Administration	1 - Required
209	External reviewers can access select specific application information and provide determination suggestions.	Eligibility	Administration	1 - Required
210	System supports mixed fleets or operator types with different fleet operating cost and payment models.	System setup	Parameters	1 - Required

211	System supports prioritization of trips to certain fleets or groups. (e.g. dedicated in-house operated vehicles prioritized over outsourced vehicles; e.g. scheduled core vehicles/operators prioritized over extraboard vehicles/operators).	System setup	Parameters	1 - Required
212	System offers the ability to overflow eligible trips to external providers (i.e. taxi, TNC) through the same booking interface.	System setup	Parameters	1 - Required
213	Ability to set parameters for eligible overflow trips so they only appear as an option when applicable. These parameters must include zone geography, eligible passengers, time of day and day of week.	System setup	Parameters	1 - Required
214	System offers a 'recovery' mode for operators to continue service if there is a network/data outage that puts the operator devices offline.	Mobile app	Driver	1 - Required
215	System can automatically suspend or temporarily restrict the number of upcoming trip bookings for users that have an excessive level of cancelations.	Eligibility	Service Infractions	1 - Required
216	The threshold for limitations, and the limitations should be configureable based on agency requirements.	System setup	Parameters	1 - Required
217	The dashboards and data access offers fleet provider/contractor level restrictions so that a provider can only see their own vehicles and assigned rides.	Core system	User roles	1 - Required
218	Multiple fleet providers/contractors can access the system with separate login credentials and restricted access only to their assigned vehicles/manifests/trips.	Core system	User roles	1 - Required
219	The customer database system (i.e. paratransit v.s. microtransit) offers configurable field-level security for view and edit access.	Core system	User roles	1 - Required
220	All APIs, libraries, documentation, and data exchange formats will be provided to OCTA under a perpetual license to enable internal use and distribution to third-parties at no additional cost to OCTA.	Non-functional / technical	License, Maintenance and Support, and Hosting	2 - Required
221	Application must have a method for defining and managing User roles and access.	Non-functional / technical	Application Security	1 - Required
222	Role-based security must enable segregating the view of the software system features, physical locations, asset types, and organization/sub-contractor.	Non-functional / technical	Application Security	1 - Required
223	Software shall be commercial-off-the-shelf (COTS) software product(s) for maintaining and managing paratransit operations.	Non-functional / technical	Core Software	1 - Required
224	The existing OCTA data must be migrated as part of this project. This may include data conversion for data elements. The data migrated must adhere to the OCTA Records Retention Policy.	Non-functional / technical	Data Migration, and Data Conversion	1 - Required
225	Ability to archive data.	Non-functional / technical	Database	1 - Required
226	Ability to audit data changes based on certain criteria.	Non-functional / technical	Database	1 - Required
227	Ability to control retention of reports and work files.	Non-functional / technical	Database	1 - Required
228	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	3 - Required, if solution is hosted (cloud-based)

229	Historical data is retained for a period of no less than 12 months.	Non-functional / technical	Database	3 - Required, if solution is hosted (cloud-based)
230	The vendor needs to provide OCTA data warehouse abilities to extract the software data using SQL on daily basis. Must provide support on data model knowledge including data dictionary documentation and support.	Non-functional / technical	Database	1 - Required
231	An acceptable timeframe for the production environment to be down before activating the DR site is 12 hours. Beyond 12 hours activation of DR may be required by consultation with OCTA IT Staff.	Non-functional / technical	Disaster Recovery	3 - Required, if solution is hosted (cloud-based)
232	At a minimum, daily backup of data is required. More frequently is preferred. Backup of SQL Logs should occur at least 3 times per day. Application consistent snapshots are acceptable for SQL Logs.	Non-functional / technical	Disaster Recovery	3 - Required, if solution is hosted (cloud-based)
233	At a minimum, the Recovery Point Objective (RPO) shall be 24 hours or less	Non-functional / technical	Disaster Recovery	3 - Required, if solution is hosted (cloud-based)
234	At a minimum, the Recovery Time Objective (RTO) shall be 24 hours or less	Non-functional / technical	Disaster Recovery	3 - Required, if solution is hosted (cloud-based)
235	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	3 - Required, if solution is hosted (cloud-based)
236	Development and maintenance of a runbook detailing procedures and roles to initiate DR services	Non-functional / technical	Disaster Recovery	3 - Required, if solution is hosted (cloud-based)
237	Vendor shall provision the Data Center, hardware and software and will assist OCTA with ant OCTA required hardware and software provisioning.	Non-functional / technical	Disaster Recovery	3 - Required, if solution is hosted (cloud-based)
238	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	3 - Required, if solution is hosted (cloud-based)
239	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	3 - Required, if solution is hosted (cloud-based)
240	No fee will be imposed when a disaster is called.	Non-functional / technical	Disaster Recovery	3 - Required, if solution is hosted (cloud-based)
241	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	3 - Required, if solution is hosted (cloud-based)
242	All scheduled down-time will be done at the specific window(s) determined by consultation with OCTA.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
243	Apply the latest upgrades, updates and patches from those providers within 30 days of release. Major operating systems and software applications must be no more the 2 releases off current version but security upgrades and patches must all be up to date within 30 days of release.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
244	Assist staff with the problem diagnostic process utilizing tools provided by Vendor. This may include things like front or backend traces or other items required for troubleshooting a system issue.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
245	At a minimum, a data refresh of a non-production database four times a year.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
246	At the database level; Administer user accounts such as creating new accounts, delete users accounts or reset user accounts upon direction of OCTA to be completed within a 24 hour period.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
247	Authorize Authority staff to execute ad hoc SQL queries as needed.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
248	Diagnose and resolve reported database corruption and inconsistency problems. Provide status of work with estimate of completion within 24 hours of status request from OCTA and every 24 hours thereafter if requested by OCTA Information Systems.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
249	During the implementation of this project, a Development (DEV) environment must be utilized for the purposes of Vendor's configuration/customization efforts.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
250	Ensure the system does not timeout due to inactivity (OCTA will manage the desktop timeout function).	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
251	Vendor 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	3 - Required, if solution is hosted (cloud-based)
252	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	3 - Required, if solution is hosted (cloud-based)
253	Vendor shall provide a dedicated Service Delivery Manager. Weekly meetings will be held between OCTA and the Service Delivery Manager to discuss results from monitoring activity, open issues and future events.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
254	Vendor shall provision the necessary hardware and Data Center to allow OCTA to run the version of software initially licensed, and any future versions.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
255	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	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
256	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	3 - Required, if solution is hosted (cloud-based)
257	Vendor will promptly notify OCTA of any compromise to the security of the hosting facility.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
258	Vendor will provide a Domain Name System (DNS) Name which shall provide customer connectivity and access to the Licensed Software.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
259	Vendor will provide and maintain the database licenses needed to operate the system.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)

260	Vendor will use industry standard security measures, such as firewalls and standard encryption protocols, to protect OCTA data.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
261	Flexibility to add additional instances upon request (at an additional cost).	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
262	For scheduled work, provide OCTA 1 week advanced notice, at a minimum.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
263	Hosting shall be provided in a Tier2 (or greater) cloud environment.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
264	If the software solution is cloud-based, Vendor shall specify and describe the platform supporting the cloud-based software and functionality and identify all components (e.g., hosting services, connective services, etc.)	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
265	Import and export data as required to maintain the integrity of the databases.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
266	Indicate the range of hours Vendor typically conducts Scheduled Downtime per month.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
267	Install patches to the DBMS software as necessary. Should be no more than 2 versions behind. All security and critical patches must be applied within 30 days of release.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
268	LDAP Authentication using Active Directory Federated Services (to ensure a single sign-on for the end user); meaning the user will use network login when the software's login screen comes up.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
269	Maintain and support interfaces to and from other applications	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
270	Maintain maintenance and support agreements with necessary third party providers.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
271	Manage the operation of each unit server such as modifying scripts as required, manage level task scheduling, tuning configuration parameters, re-allocation of file systems and disk partitions.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
272	Migrate system's source code (patches and fixes) through an agreed upon promotion to production process	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
273	Modify DBMS parameters as required	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
274	Monitor the operations of the application such as application performance, resource usage, failure of batch jobs, printer queues, availability of required services, etc.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
275	OCTA will be given as a minimum read-only access to the system's databases (PROD, UAT, TEST) for use with our Data Warehouse.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
276	OCTA will maintain an annual maintenance and support agreement with the vendor.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
277	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
278	Perform additional special purpose backups as requested.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
279	Perform cyclic and periodic backups of the database as agreed upon. At a minimum nightly.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
280	Perform file restorations as required.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
281	Provide a support call center to log and track problems and requests.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
282	Provide continuous monitoring of each database on a 24 hr. x 7 day basis such as DBMS alert logs and database system logs and table-space utilization.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
283	Provide regular monitoring of the infrastructure to ensure it is performing at its optimum level and report monthly of any risks, issues or opportunities. Monitoring shall include, printer queues, backup processes, operating system services, disk utilization, CPU utilizations, Memory utilization, Data throughput/Bandwidth utilization, etc.)	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
284	Provision the necessary database licenses and software maintenance agreements	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
285	Reorganize the databases as required to maintain efficient operations	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
286	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	3 - Required, if solution is hosted (cloud-based)
287	Screen personalization must be a feature at a system-level, and also at the user-level. System-level personalization should provide the ability to change the look of a screen, remove items or lock them so they cannot be changed, make fields mandatory, etc. On an individual user-level, Users should be able to save specific searches, apply their own defaults, screen color/scheme, etc.	Non-functional / technical	Environment	1 - Required
288	Support a TRAIN tenant for an ample duration during the project implementation for the purposes of training.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
289	The Data Center standard should be BICSI-003, tier 3 or higher - OCTA current data is tier 4.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
290	The desired response time of the system must adhere to the Performance Table (see appendix).	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
291	The Environment shall be monitored on a daily basis. This includes the VPN connection. Please describe the tools that will be used.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
292	The Hosted 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	3 - Required, if solution is hosted (cloud-based)

293	The licensed software shall be available 99.9% of the time per month, except for excused/scheduled outages. Availability is calculated as : [(total monthly time - unscheduled downtime) / total monthly time] x 100	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
294	The location of the remote Data Center shall be located within the United States of America.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
295	The TRAIN application code and data are kept current (refreshed) with the PROD code at a frequency determined by OCTA, to enable Users to train on the same features/functionality that they would use in a PROD environment.	Non-functional / technical	Environment	1 - Required
296	Vendor must provide initial and ongoing costs.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
297	Vendor shall assist OCTA ITS in planning the required technology architecture and infrastructure (if on-premise or self-hosted cloud-based or a combination of the two) needed to support the software system solution included in their proposal.	Non-functional / technical	Environment	1 - Required
298	Vendor shall include in their Systems Integration narrative how their proposed cloud-based software seamlessly integrates with OCTA's existing on-premise production systems and databases.	Non-functional / technical	Environment	3 - Required, if solution is hosted (cloud-based)
299	Vendor shall list all required technical components (hardware, communications, environmental, infrastructure, etc.) with specifications and costs that enable the proposed software's Technical Solution to meet the performance, capacity and responsiveness of the project 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
300	While OCTA will be responsible for procuring the necessary components, Vendor shall be responsible for identifying, and overseeing the installation and configuration of the technical architecture to determine that the configured hardware meets the criteria specified in the Vendor's proposal. OCTA will review this information and must approve of any proposed hardware. Vendor shall summarize the recommended technical components in the Technical Components Summary Listing Table (see Appendix).	Non-functional / technical	Environment	1 - Required
301	3rd party hosted environments should comply with OCTA "IS Preferred Standards & Practices" section, as applicable	Non-functional / technical	Environment Security	1 - Required
302	3rd party systems or networks are not to be joined to the OCTA network and vendor will provide reasonable precautions to prevent that from happening as defined by standard industry best practices.	Non-functional / technical	Environment Security	1 - Required
303	All remote access shall be limited, documented, and protected to the greatest extent possible	Non-functional / technical	Environment Security	1 - Required
304	Applications, data, and log backups will NOT be maintained on the same physical media as the originals	Non-functional / technical	Environment Security	1 - Required
305	At a minimum, OCTA is looking for a Service Organization Controls (SOC) 2 compliant environment along with the following requirements for all non-OCTA managed	Non-functional / technical	Environment Security	1 - Required
306	Authorized Users shall access the systems using an authenticated, role-based login and be uniquely identified and authenticated using a strong password policy	Non-functional / technical	Environment Security	1 - Required
307	Credential validations will utilize Microsoft Azure, rather than OCTA's on-prem Active Directory Domain Controllers	Non-functional / technical	Environment Security	1 - Required
308	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
309	OCTA "IS Preferred Standards & Practices" should be addressed for non-OCTA managed environments when applicable.	Non-functional / technical	Environment Security	1 - Required
310	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
311	Physical destruction or degaussing of all media storage devices that retained OCTA 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
312	Sensitive data will be protected, both in transit and while at rest.	Non-functional / technical	Environment Security	1 - Required
313	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
314	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
315	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
316	The vendor shall use physical and environmental security to protect all information systems and media.	Non-functional / technical	Environment Security	1 - Required
317	The vendor shall use strong encryption methods such as AES and/or RSA, or an equivalent as approved by the Agency.	Non-functional / technical	Environment Security	1 - Required
318	The system shall have the capability to log and track all user activities.	Non-functional / technical	Environment Security	1 - Required
319	The system shall have the capability to log and track changes to applications, databases, and operating systems.	Non-functional / technical	Environment Security	1 - Required
320	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

321	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
322	When using File Transmission Protocol (FTP), the vendor shall utilize Secure File Transmission Protocols (SFTP) for the transfer of sensitive data and/or files via interfaces and portals.	Non-functional / technical	Environment Security	1 - Required
323	OCTA currently uses both point-to-point and drop-off/pick-up file locations for systems integration and interface development. Vendors shall work within the current OCTA technology environment, or may propose an alternate interface development approach with justification for OCTA's consideration if it reduces the risks associated interface development and promotes lower future technical support costs. A general list of the areas requiring interface design/ development/ implementation is provided in the following table. The new software system will either be required to provide the functionality these systems provide, or will be required to interface with these disparate systems.	Non-functional / technical	Interfaces	1 - Required
324	Any anticipated increases to the existing annual maintenance agreement because of this project must be clearly defined and documented by the vendor.	Non-functional / technical	License, Maintenance and Support, and Hosting	1 - Required
325	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
326	At the end of the Project, the User licenses will be consolidated into a single licensing agreement to facilitate annual renewals of the use licenses or subscriptions. Vendors shall specify if there is an Enterprise Licensing Option and at what point does this approach make sense over individual use licenses/ subscriptions.	Non-functional / technical	License, Maintenance and Support, and Hosting	1 - Required
327	Software user licenses or cloud use subscriptions (whether including OCTA cloud-hosting or not) shall be available as required by the staged implementation rollout schedule; OCTA will procure use licenses as needed throughout the implementation project. Software use licenses for third party software proposed as part of the Software Vendor's Technical Solution Design will initially come through the Vendor. Subsequent license renewal agreements will most likely be directly contracted with the third party software provider.	Non-functional / technical	License, Maintenance and Support, and Hosting	1 - Required
328	The vendor should provide an all-inclusive license, hosting, maintenance, support, and other services for the first year as mandatory, beginning with OCTA's acceptance of the project. The vendor also shall provide an all-inclusive license, hosting, maintenance, support, and other services for the remaining optional (5) years; after one year, OCTA reserves the right to terminate the contract at any time and will provide the Vendor a 30-day termination notice.	Non-functional / technical	License, Maintenance and Support, and Hosting	1 - Required
329	In addition to proposing the core software product, Vendor may propose other third party software (TPS) products which are appropriate and possibly necessary to satisfy OCTA's requirements. If third party software is proposed as part of the Vendor's Solution Design for OCTA, the Requirements Listing Assessment ("Goodness-of-Fit") assessment should denote which third party software product is fulfilling the requirement by entering the TPS item Ref number/ letter from the table below (TPS cost information would be entered in the table below and need not be shown on the Goodness-of-Fit worksheet). Finally, Vendor shall provide a list of all proposed software in the Table: Complete List of Software for	Non-functional / technical	License, Maintenance and Support, and Hosting	1 - Required
330	Install any fixes provided by Vendor according to the OCTA fix migration process.	Non-functional / technical	License, Maintenance and Support, and Hosting	1 - Required
331	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
332	Maintenance and Support payment is not included in the license fee. The Maintenance and Support initiates once the software is used as a Production system in the OCTA PROD environment.	Non-functional / technical	License, Maintenance and Support, and Hosting	1 - Required
333	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
334	Product release management services throughout Project implementation timeline (which will be coincident with Vendor's contract term).	Non-functional / technical	License, Maintenance and Support, and Hosting	1 - Required
335	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

336	Support will be available 24x7x365 with no less than a 30 Minute response time.	Non-functional / technical	License, Maintenance and Support, and Hosting	1 - Required
337	The Vendor shall periodically update the application to ensure compatibility and functionality with the mobile platform. These updates may also contain application updates and fixes. The Vendor shall also provide a method for OCTA to submit comments for future application updates and changes, as a part of the post-implementation fine-tuning	Non-functional / technical	License, Maintenance and Support, and Hosting	1 - Required
338	Application data such as checklists, inspection elements, equipment, assets, employees, etc., must be data/table driven. Changes to the question verbiage, or dropdown list should not require a customized code change.	Non-functional / technical	Mobility	1 - Required
339	Contain all required application functionality and data locally on a mobile device. User should be able to perform required tasks with or without Wi-Fi connectivity.	Non-functional / technical	Mobility	1 - Required
340	For the mobile-related functionality, the system must be accessed via a mobile app, i.e., it must not be accessed via a browser	Non-functional / technical	Mobility	1 - Required
341	Immediately and automatically transmit / submit data electronically from the mobile devices once connected via cellular.	Non-functional / technical	Mobility	1 - Required
342	Individual User Log-in.	Non-functional / technical	Mobility	1 - Required
343	OCTA uses Microsoft Intune for all Mobile Device Management. This system must be configured and optimized to utilize Microsoft Intune.	Non-functional / technical	Mobility	1 - Required
344	The mobile app shall be designed and optimized for the following mobile operating systems: 1.Android; 2.iOS;	Non-functional / technical	Mobility	1 - Required
345	The Vendor must define the mobile device specifications (such as required processor, memory, internal/external storage, etc.) that will best suit and provide the best operational performance for the mobile application being developed for use on any Android or iOS operating system.	Non-functional / technical	Mobility	1 - Required
346	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
347	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
348	The allowable variations of response times are defined with use or specific functions in this table as well. For reports and non-real-time (batch) processing, the throughput (transactions/second) is specified.	Non-functional / technical	Performance	1 - Required
349	The software should be capable of supporting a high volume of transactions, based on the expected usage by function across the locations identified in the Location Demographics table. Transactions must complete within a second and/or not more than the maximum performance metric, for the expected number of simultaneous users. The proposed software solution shall meet or exceed the performance expectations shown in Tab D-Software Performance Requirem.	Non-functional / technical	Performance	1 - Required
350	Vendor shall include in their proposal their software SLA agreement reflecting the following performance criteria; any exceptions should be so noted and justified. See the Software Performance SLA table in the sheet of this Excel file.	Non-functional / technical	Performance	1 - Required
351	The system will be designed, optimized, and tested to print on the existing 80-85 OCTA printers depicted in the Printers table.	Non-functional / technical	Printing	1 - Required
352	The Vendor will perform all the efforts, actions and services as described in the Project Implementation Tasks documented within the SOW.	Non-functional / technical	Project Implementation	1 - Required
353	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
354	There shall be a minimum of three (3) environments for OCTA's ongoing use (this does not include any environments the Vendor uses for Construct and Vendor testing-purposes): Production (PROD), User-Acceptance Testing (UAT), System Testing (TST).	Non-functional / technical	Project Implementation	1 - Required
355	A data visualization tool must also be included.	Non-functional / technical	Reports and Analytics	1 - Required
356	Data visualization: Ability to change visualization colors, labels, titles, text fonts.	Non-functional / technical	Reports and Analytics	1 - Required
357	Data visualization: Ability to create their own dashboards and reports using Interactive charts, and on-screen dynamic updates of metrics, using real-time data.	Non-functional / technical	Reports and Analytics	1 - Required
358	Data visualization: Ability to design to phone / non-phone layouts.	Non-functional / technical	Reports and Analytics	1 - Required
359	Data visualization: Ability to include statistical chart overlays including percentile, min, max, average, median and constant.	Non-functional / technical	Reports and Analytics	1 - Required
360	Graphical reports for each base. Existing System Reports are provided in the SOW. These reports would need to be replicated in the Proposed Solution.	Non-functional / technical	Reports and Analytics	1 - Required
361	Provide the ability to cross filter across visuals on the same tab when selecting a chart metric such as a bar in a bar chart.	Non-functional / technical	Reports and Analytics	1 - Required
362	Provide the ability to drill down through multiple layers of user definable data hierarchy, e.g., equipment group / year / period / equipment.	Non-functional / technical	Reports and Analytics	1 - Required
363	The proposed Reporting Approach shall be a section of the TSD mentioned above.	Non-functional / technical	Reports and Analytics	1 - Required
364	The Vendor shall clearly identify which reports are standard in the baseline software and those which are believed to need development. If after review of OCTA's reports list the Vendor believes that it cannot meet the intent of the described report, then Vendor shall include comments explaining such.	Non-functional / technical	Reports and Analytics	1 - Required

365	The Vendor shall clearly identify which reports typically occur via ad-hoc reporting using real-time transactional and/or historical data from the software system's database(s). Should Vendor identify that some level of reporting meets this requirement, then Vendor must clearly identify if there are any system capacity and or access concerns that requires user level security restrictions while allowing for user flexibility in choosing data, tables and fields as well perform filtering of such data.	Non-functional / technical	Reports and Analytics	1 - Required
366	Vendor shall also clearly describe the capacity to import and export data through, at a minimum, XML and CSV formats.	Non-functional / technical	Reports and Analytics	1 - Required
367	Vendor shall ensure that its response clearly identifies the capability and flexibly to meet OCTA's reporting requirements and the software's overall reporting features and environment to deploy scheduled, real-time and develop ad-hoc reports/information and	Non-functional / technical	Reports and Analytics	1 - Required
368	Web-based portal must also provide the ability to perform ad-hoc queries against the SAAS models using natural language queries resulting in auto generated charts that can be	Non-functional / technical	Reports and Analytics	1 - Required
369	Web-based portal must provide the ability for users to create and modify reports.	Non-functional / technical	Reports and Analytics	1 - Required
370	While OCTA has attempted to provide details regarding existing reports, the Vendor shall ensure that they adequately address the ability for the software to generate traditional reports to support typical business processes.	Non-functional / technical	Reports and Analytics	1 - Required
371	In the event the licensed software falls below the 99.0% availability within a given month, service Credits will be applied to hosting fees. Greater than or equal to 97.0 and less than 99.0% is 10% of monthly Hosting Fees Greater than or equal to 96.5 and less than 97.0 is 20% of monthly Hosting Fees. Greater than or equal to 96.0% and less than 96.5% is 40% of monthly Hosting Fees. Greater than or equal to 95.0% and less than 96% is 50% of the monthly Hosting fees. For each .5% degradation after 95.0% of availability a 10% credit will be applied	Non-functional / technical	System Credits	1 - Required
372	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
373	Note: OCTA is a 24 x 7 x 365 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
374	It is required that the system is web based.	Non-functional / technical	Usability	1 - Required
375	System should be GUI-based with shortcut keys for easy navigation and data input.	Non-functional / technical	Usability	1 - Required
376	The application must be designed to easily and seamlessly handle OS updates, and regularly update to take advantage of new OS features and ensure continuous compatibility.	Non-functional / technical	Usability	1 - Required
377	The system shall be designed and optimized for the following browsers (HTML5 is preferred) : 1.Microsoft Edge (Windows 10); 2.Google Chrome (Windows 10);	Non-functional / technical	Usability	1 - Required
378	The system shall be optimized for smart phones, iPads, MS Surface Pros, laptops, and desktops).	Non-functional / technical	Usability	1 - Required
379	The application shall be designed, optimized, and tested to support 6500 Named Users, which includes the Mobility Users.	Non-functional / technical	Users	1 - Required
380	The system shall be designed, optimized and tested to support 25 simultaneous (concurrent) core System Users, plus 6000 simultaneous (concurrent) mobile Users.	Non-functional / technical	Users	1 - Required
381	The system will be designed to support increases in the number of drivers, vehicles, and concurrent users.	Non-functional / technical	Users	1 - Required
382	The system will be designed, optimized, and tested to be accessible from the Locations depicted in the Location Demographics table.	Non-functional / technical	Users	1 - Required
383	OCTA is interested in exploring machine learning / AI features and tools. Please elaborate on any such features / tools the solution may offer.	Non-functional / technical	Users	2 - Preferred / Nice to Have

A list of the existing OCTA reports is shown here to define the reporting requirements. The new system shall provide reports that are equivalent to all these reports. There are 19 unique reports in total. (Note, the list shows more than 19 rows because some rows are 2 variations of the same report. For example, 113A and 113B are the same report but with different selection criteria; 113A is by Provider and 113B is for All Providers).

111	ABBG Data no subtype exclusions with seconds_MC	Finance/STS	Reports and Analytics	1 - Required
112	ACCESS YYYY Appointment Time Booking errors (where YYYY is current year)	Finance/STS	Reports and Analytics	1 - Required
113A	ACCESS YYYY Excessively Early Appointment NNNN (where YYYY is current year, and NNNN is Provider Name)	Finance/STS	Reports and Analytics	1 - Required
113B	ACCESS YYYY Excessively Early Appointment Trips All Providers (where YYYY is current year)	Finance/STS	Reports and Analytics	1 - Required
114A	ACCESS YYYY On Time Performance, Pick Up and Appointment NNNN (where YYYY is current year and NNNN is Provider)	Finance/STS	Reports and Analytics	1 - Required
114B	ACCESS YYYY On Time Performance, Pick Up and Appointment All Providers (where YYYY is current year)	Finance/STS	Reports and Analytics	1 - Required
115	ACCESS Route Efficiency YYYY (where YYYY is current year)	Finance/STS	Reports and Analytics	1 - Required
116	RCOC trips, client summary, billing, CXL, NS	Finance/STS	Reports and Analytics	1 - Required
117	ACCESS Excessively Late Trips	Finance/STS	Reports and Analytics	1 - Required
118	ACCESS Missed Trips	Finance/STS	Reports and Analytics	1 - Required
119	ACCESS Service Billing	Finance/STS	Reports and Analytics	1 - Required
120A	ACCESS NTD Report	Finance/STS	Reports and Analytics	1 - Required
120B	ACCESS NTD Report NNNN (where NNNN is Provider)	Finance/STS	Reports and Analytics	1 - Required
121A	ACCESS Vocational Vision Hours	Finance/STS	Reports and Analytics	1 - Required
121B	ACCESS Vocational Vision Hours NNNN (where NNNN is Provider)	Finance/STS	Reports and Analytics	1 - Required
122A	ACCESS Service Area Cost Trips	Finance/STS	Reports and Analytics	1 - Required
122B	ACCESS Service Area Cost Trips_manual	Finance/STS	Reports and Analytics	1 - Required
123	Measure M Subsidy - Passengers by Fare Type	Finance/STS	Reports and Analytics	1 - Required
124	Youth Ride Free	Finance/STS	Reports and Analytics	1 - Required
125	Same Day Taxi Error Checks	Finance/STS	Reports and Analytics	1 - Required
126	Same Day Taxi On Time Performance	Finance/STS	Reports and Analytics	1 - Required
127	Same Day Taxi Trips	Finance/STS	Reports and Analytics	1 - Required
128	Passenger Report(s)	STS	Reports and Analytics	1 - Required
129	Hourly trending report(s)	STS	Reports and Analytics	1 - Required

See Appendix 1, System Reports, for sample screenshots of most of these reports.

A3: ALL VENDORS Tables tab

TECHNICAL AND SUPPORT HIGHLIGHTS

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

This table shall be submitted as part of Consultant's proposal. Consultant may respond to this table with three (3) options:

Y - Shall be delivered per SOW description

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

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

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

PROJECT IMPLEMENTATION TASKS AND DELIVERABLES TABLE

Use the table to indicate a clear response to the project implementation tasks and deliverables under Section 6 of the SOW, "Contract Tasks". This table shall be submitted as part of Consultant's proposal. Consultant may respond to this table with three (3) options:

Y - Shall be delivered per SOW description

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

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

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

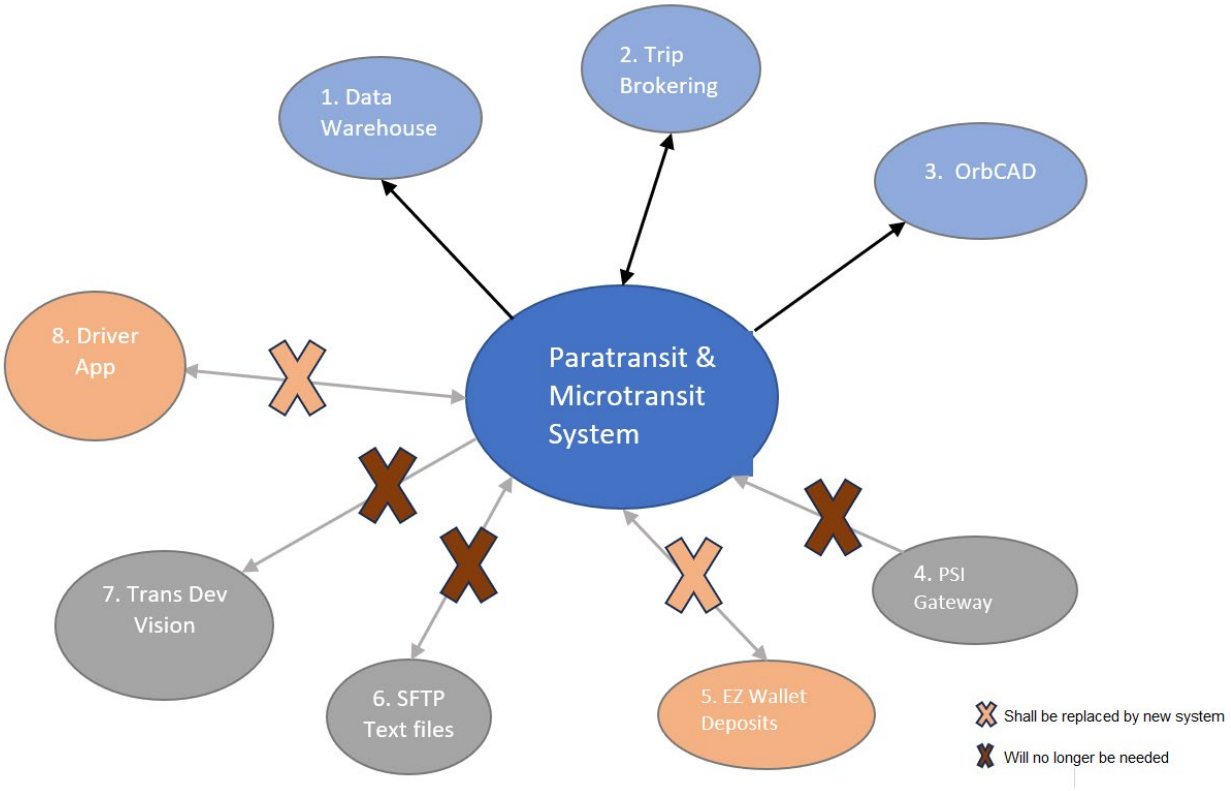
ATTACHMENT B: INTERFACES AND DATA EXCHANGES

The following interfaces and data exchanges must be supported as part of the implementation effort.

ID	Technical SME	SME	Interface Name	Interface	Internal/External	Complexity of Interface: Complex / Med / Easy	Method	Short Description	Long Description	Direction	Schedule
1	Jenny Tran		Data warehouse	Client info, Provider info, ACCESS billing, ACCESS/Taxi hour miles, OTP related data, Pick up and drop off, Arrivals, Booking Activity to Data warehouse	Internal interface from Trapeze	Medium		Data warehouse	Long term storage	Outbound (from Trapeze)	Daily 5am
2	Mike Henry		Trip Brokering	Trip Brokering		Medium	Via Internet Connection	Trip Brokering	Export and Import of Trips from Taxi software	Bi-Directional	Real-time
3	Mike Henry/Josh Duke		OrbCAD	OrbCAD		Medium		OrbCAD	Coach operator names and assignments (run number, badge number).	Outbound (from Trapeze)	Real-time

ATTACHMENT C: TOPOLOGY DIAGRAM

The following system topology must be supported as part of the implementation effort.



ATTACHMENT D: SOFTWARE PERFORMANCE REQUIREMENTS

Below is the table that represents the Software Performance Requirements.

General Performance Metric Performance Criteria	Expected Timing	Specific / Exceptions Performance Metric	Comments
Log On Process	3-5 seconds		
Screen/page Display from Menu Pick	< 3 seconds		
System Table Update	3-5 seconds		
Simple Transaction Update (time entry)	< 3 seconds		
Complex Transaction Update	< 10 seconds		
Simple Query/ Report	< 5 seconds		
Complex Query/ Report	< 10 seconds		
View Item Catalog record	not to exceed 3 seconds		
Vehicle Availability	not to exceed 5 seconds		
Print Request	< 5 seconds		Online printing
Batch Job Processing / Execution Request	< 2 minutes		
Mobile Tablets	3-5 seconds		
Maintenance Activities	under 2 hours	Backups, etc..	
Dashboard Display Request	< 10 seconds (with real-time updates while displayed if appropriate)		
Log Out Process	< 3 seconds (includes time to Save current operation)		

ATTACHMENT E: COUNTS

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

TYPE	NUMBER	DESCRIPTION
Admin users	10	Admins will have responsibilities: Admin, User Management
Super users	10	Super Users will have responsibilities: Admin and Entry Users.
View only users	5	Short term access as needed (example: Auditors).
TOTAL	**25**	

Below is additional information that could be used to provide cost estimates:

RIDERS, DRIVERS, VEHICLES	DESCRIPTION
Riders	3,000-4,000 active riders (out of 30,000 eligible riders)
Drivers	500-600 drivers
OCTA-owned active vehicles	225
Sub-contracted active vehicles	Up to 150 (some are one-trip only)
Microtransit active vehicles	10
Same Day Taxi estimated active vehicles	Up to 50 vehicles in use at any one time
Projected Additional Same Day Service	Up to 50 vehicles in use at any one time
Community Transportation Services	Up to 150 vehicles in use at any one time

Below is a table that shows completed **trips** by mode, by month, for the last six months of 2023.

Completed Trips by Mode by Month for last 6 months of 2023	***OC ACCESS*** *(including subcontracted trips to CABCO and other Transdev Subs)*	***Same Day Taxi***	***OC FLEX*** *(microtransit)*	***Senior Mobility Program (SMP) Programs*** *(Monthly Average)*	***Total***
Jul-23	74,979	3,110	1,836	15,990	95,915
Aug-23	85,044	3,475	2,055	15,990	106,564
Sep-23	81,318	3,153	1,986	15,990	102,447
Oct-23	89,347	2,856	2,007	15,990	110,200
Nov-23	82,210	2,803	1,837	15,990	102,840
Dec-23	75,988	3,779	1,606	15,990	97,363
Total	488,886	19,176	11,327	95,940	615,329

For reference, below is a table of completed trips for FY 2019 when OCTA experienced a higher volume of trips (pre-Covid). We are projecting ridership to grow to be more aligned with FY19 numbers or higher. Vendor should consider these numbers when providing annual costs in attachment B.

Completed Trips by Mode by Month for Fiscal Year 2019	***OC ACCESS*** *(including subcontracted trips to CABCO and other Transdev Subs)*	***Same Day Taxi***	***OC FLEX*** *(microtransit)*	***Senior Mobility Program (SMP) Programs*** *(Monthly Average)*	***Total***
Jul-18	104,886	11,713	N/A	22,925	139,524
Aug-18	113,752	12,322	N/A	22,925	148,999
Sep-18	104,326	10,918	N/A	22,925	138,169
Oct-18	120,732	11,178	617	22,925	155,452
Nov-18	105,743	10,005	1,731	22,925	140,404
Dec-18	92,180	10,128	2,165	22,925	127,398
Jan-19	106,113	10,562	2,429	22,925	142,029
Feb-19	99,411	10,259	2,571	22,925	135,166
Mar-19	109,286	11,691	3,065	22,925	146,967
Apr-19	111,944	12,246	3,117	22,925	150,232
May-19	113,183	12,334	3,296	22,925	151,738
Jun-19	104,259	11,218	3,283	22,925	141,685
Total	1,285,815	134,574	22,274	275,100	1,717,763

ATTACHMENT F: OCTA LOCATION DEMOGRAPHICS

For reference purposes, OCTA has offices and bases located at various locations.

LOCATIONS
OCTA ADMINISTRATION FACILITY
550 South Main Street, Orange, CA 92863
600 South Main Street, Orange, CA 92863
OCTA BUS BASES
4123 W MacArthur Blvd, Santa Ana, CA
11790 Cardinal Circle, Garden Grove, CA 92843
CONTRACTED SERVICES BUS BASES
16281 Construction Circle W, Irvine, CA 92606
14736 Sand Canyon Ave, Irvine, CA 92618
1347 W Trenton Ave, Orange 92867
1717 Via Burton, Anaheim, CA 92806
6671 Marine Way, Irvine, CA 92618

ATTACHMENT H: SOFTWARE PERFORMANCE SERVICE LEVEL AGREEMENT (SLA)

Software performance expectations are provided within Attachment H. Service-level requirements are provided within the Requirements List (Attachment A2).

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.

Appendix 1 – Report Sample.

ABBG

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
Date	Run Name	Vehicle Number	Provider Id	Booking Id	Client Id	PXCOUNT	Pass On	Space On	Mobility Aid	FUND_SOURCE	Sched Status	SCH_STAT	Subtype	Booking Type	PU_NEG	SCH_PU	SCH_PU_SEC	PU_ARR	PU_ARR_SEC
2/1/2024	4000	1607	9	33523583	128079	1	CLI1	AM1		2	1	SCH	PEN	C	8:00	8:00	8:00:00	8:35	8:35:00
2/1/2024	4000	1607	9	33528407	84869	1	CLI1	WH1	WH,WKR	2	1	SCH	NRR	C	14:51	14:51	14:51:00	14:51	14:51:00
2/1/2024	4000	1607	9	33511981	59785	1	CLI1	AM1		2	1	SCH	WEB	C	13:44	13:44	13:44:35	13:40	13:40:36
2/1/2024	4000	1607	9	33519490	127968	2	PCA1,CLI	AM2	CAN,WKR	2	1	SCH	PEN	C	6:20	6:20	6:20:00	6:46	6:46:00
2/1/2024	4000	1607	9	33519156	48379	1	CLI1	AM1		2	1	SCH	PEN	C	4:30	4:30	4:30:00	4:38	4:38:16
2/1/2024	4000	1607	9	33523254	150104	2	PCA1,CLI	AM1,WH1	WH	2	1	SCH	WEB	C	7:40	7:40	7:40:00	7:58	7:58:32
2/1/2024	4000	1607	9	33523782	148651	1	CLI1	AM1		2	1	SCH	DEM	C	12:15	12:15	12:15:11	12:52	12:52:35
2/1/2024	4000	1607	9	33524062	146874	1	CLI1	AM1		2	1	SCH	PEN	C	4:30	4:30	4:30:00	5:00	5:00:00
2/1/2024	4000	1607	9	33523957	113862	1	CLI1	AM1		2	1	SCH	PEN	C	14:20	14:20	14:20:00	14:40	14:40:18
2/1/2024	4000	1607	9	33524218	107150	1	CLI1	AM1		2	1	SCH	PEN	C	11:35	11:35	11:35:00	12:19	12:19:56

U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI
PU_DEP	PU_DEP_SEC	PU_ODO	SCH_LATE	SCH_LATE_SEC	OnTime	DO_NEG	DO_EST	DO_APPOINTMENT	DO_APPT_SEC	D_ARR	D_ARR_SEC	D_DEP	D_DEP_SEC	DO_ODO
8:37	8:37:00	199998	8:30	8:30:00	0	0:00	9:30	9:30	9:30:00	9:30	9:30:00	9:30	9:30:00	200017
14:57	14:57:56	200077	15:21	15:21:00	1	0:00	15:37	0:00	0:00:-01	15:37	15:37:14	15:37	15:37:25	200085
13:42	13:42:40	200069	14:14	14:14:35	1	0:00	13:57	14:30	14:30:00	13:57	13:57:14	13:57	13:57:17	200073
6:50	6:50:58	199959	6:50	6:50:00	1	0:00	7:33	8:00	8:00:00	7:33	7:33:33	7:33	7:33:34	199977
4:38	4:38:20	199886	5:00	5:00:00	1	0:00	5:31	6:00	6:00:00	5:31	5:31:31	5:31	5:31:33	199921
8:02	8:02:59	199985	8:10	8:10:00	1	0:00	8:53	9:00	9:00:00	8:53	8:53:57	8:53	8:53:58	200003
12:54	12:54:34	200048	12:45	12:45:11	0	0:00	13:20	13:30	13:30:00	13:19	13:19:59	13:20	13:20:22	200061
5:02	5:02:22	199907	5:00	5:00:00	1	0:00	5:50	5:50	5:50:00	5:50	5:50:00	5:50	5:50:00	199934
14:41	14:41:30	200076	14:50	14:50:00	1	0:00	15:09	0:00	0:00:-01	15:09	15:09:13	15:09	15:09:14	200080
12:22	12:22:34	200036	12:05	12:05:00	0	0:00	12:40	12:30	12:30:00	12:40	12:40:00	12:40	12:40:01	200039

AJ	AK	AL	AM	AN	AO	AP	AQ	AR	AS	AT
PU_STREET	PU_CITY	DO_STREET	DO_CITY	ODO_MILES	PMT	DIRECT_MILES	Fare To Collect	AP_EARLY	AP_LATE	AP_WIND
WHITAKER ST	BUENA PA	W MACARTHUR BLVD	SANTA ANA	19	19	16	3.6	0	0	1
E 1ST ST	TUSTIN	W 1ST ST	SANTA ANA	9	9	6	3.6	0	1	0
W WARNER AVE	SANTA AN	CYPRESS AVE	SANTA ANA	4	4	4	3.6	1	0	0
SITE DR	BREA	KATELLA AVE	LOS ALAMITO	18	36	17	3.6	0	0	1
HARVARD AVE	IRVINE	W ORANGETHORPE AV	FULLERTON	36	36	20	3.6	0	0	1
FREEBORN DR	HUNTINGT	LAGUNA RD	FULLERTON	17	34	18	3.6	0	0	1
BURNHAM CIR	IRVINE	MONROVIA AVE	NEWPORT BE	13	13	13	3.6	0	0	1
COMMONWEALTH	BUENA PA	S SUSAN ST	SANTA ANA	27	27	16	3.6	0	0	1
RED HILL AVE	TUSTIN	E HOBART ST	SANTA ANA	4	4	2	3.6	0	1	0
CLOUDCREST	ALISO VIE	LAKE FOREST DR	LAKE FORES	3	3	3	3.6	0	1	0

Appointment Time Booking errors

(no sample available at this time)

Excessively Early Appointment

A	B	C	D	E	F	G	H	I	J	K
Date	Run	Provider Id	Employee	Booking Id	Client Id	Client	EARLY_TIME	APPT_TIME	ACT_ARR_TIME	EARLY_TIME
2/1/2024	4013	9	LE	33524008	132948	AD	1:02	15:30	14:27	1:02
2/1/2024	4106AMB	9	VA	33522671	130082	SE	1:01	8:00	6:58	1:01
2/1/2024	4910	10	,	33496075	139703	MIL	1:12	8:30	7:17	1:12
2/1/2024	4920	10	,	33523498	144613	DE	1:15	12:30	11:14	1:15
2/1/2024	5003	12	,	33497536	65874	BU	1:05	15:30	14:25	1:05
2/1/2024	6007	8	FT	33518178	141664	AN	1:21	16:15	14:54	1:21
2/1/2024	810220	8	NU	33519518	5075	MIL	1:03	15:30	14:27	1:03
2/1/2024	813660	8	CA	33519876	91466	NA	1:07	13:00	11:52	1:07
2/1/2024	820990	8	MI	33497034	132464	LA	1:08	14:30	13:22	1:08

On Time Performance Pickup and Appointment

(This example is for all providers and the report should also be available by provider).

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
Date	DAYOFWEEK	PU_TRIPS	PU_ONTIME	PU_LATE	PU_OTP	PU_EX_LATE	AP_TRIPS	AP_EARLY	AP_WINDOW	AP_LATE	AP_OTP	AP_EX_EARLY	NS_APPT_PU	NS_ONTIME	NS_LATE	COMBINED_TRIPS
2/1/2024	THU	1754	1672	82	94.98%	14	1591	233	961	397	60.40%	9	60	51	9	3405
2/2/2024	FRI	1885	1756	129	92.92%	19	1687	343	1081	263	64.08%	21	65	56	9	3637
2/3/2024	SAT	581	563	18	96.81%	0	395	142	236	17	59.75%	12	14	13	1	990
2/4/2024	SUN	425	416	9	97.95%	0	278	106	169	3	60.79%	9	15	15	0	718

Route Efficiency aka Access Efficiency (by year)

Date	Day Of We	Route	Provider Id	Booking Id	Client Id	ActualMiles	DirectMiles
2/1/2024	THU	5003	12	33497536	65874	12	11.8
2/1/2024	THU	5003	12	33497958	155997	17	15.3
2/1/2024	THU	5003	12	33497373	149770	9	8.8
2/1/2024	THU	5003	12	33497374	149770	9	8.8
2/1/2024	THU	5003	12	33497375	136681	9	8.8
2/1/2024	THU	5003	12	33497376	136681	9	8.8
2/1/2024	THU	5003	12	33497377	13970	9	8.9
2/1/2024	THU	5003	12	33497378	13970	9	8.9
2/1/2024	THU	5003	12	33498272	4474	17	15.3
2/1/2024	THU	5003	12	33497406	117833	13	12.1

RCOC trips, client summary, billing, CXL, NS
(no sample available at this time)

Excessively Late Trips

Date	Run	Provider Id	Employee	Booking Id	Client Id	Client	Sched Time	Sched Late	Actual Arrive	Time Late
2/1/2024	823690	8	DU	33498308	157227	NG	8:00	8:30	9:01	0:31
2/1/2024	821690	8	NG	33523155	98096	AR	11:30	12:00	12:31	0:31
2/1/2024	815190	8	TR	33523068	154393	HA	7:49	8:19	8:51	0:31
2/1/2024	822790	8	KA	33496396	118587	TR	7:55	8:25	8:56	0:31
2/1/2024	823820	8	VA	33497623	150578	CH	8:10	8:40	9:11	0:31
2/1/2024	814090	8	AL	33498245	156736	MA	7:45	8:15	8:47	0:32
2/1/2024	5012	12	,	33497694	154860	DC	8:00	8:30	9:02	0:32
2/1/2024	810620	8	MA	33523004	40694	EL	7:00	7:30	8:03	0:32
2/1/2024	4910	10	,	33497497	67161	TO	7:15	7:45	8:18	0:33
2/1/2024	832190	8	DC	33496429	143114	PO	7:30	8:00	8:33	0:33

Missed Trips

Date	Run	Booking Id	Sub_Type	Client Id	First Name	Last Name	Sched Time	Sched Late	Actual Arrive	Sched_Status
2/1/2024	812190	33496987	REG	89308	JC	NA	6:55	7:25	7:28	Missed Trip
2/1/2024	818390	33497700	REG	144652	MA	DC	8:50	9:20	9:22	Missed Trip
2/1/2024	822920	33496540	REG	106334	ES	DE	7:50	8:20	8:38	Missed Trip
2/1/2024	823490	33513837	PEN	121252	MA	RE	8:20	8:50	9:30	Missed Trip
2/1/2024	823990	33517550	PEN	155108	FR	VA	7:00	7:30	10:13	Missed Trip
2/1/2024	825020	33496814	REG	150459	LA	AN	7:45	8:15	8:55	Missed Trip
2/1/2024	828290	33514540	PEN	132851	EL	BA	8:10	8:40	8:50	Missed Trip
2/1/2024	830790	33523746	PEN	108734	SY	AR	6:45	7:15	8:00	Missed Trip

Service Billing

TRIPDATE	W_DAY	RUN	BUS	EMP	PULLOUT	IN_SERVICE	L1START	L1END	B1START	B1END	B2START	B2END	OUTSERVICE	PULLIN	GATE_HRS
2/1/2024	THU	6003	803	V	6:30	6:59	10:39	11:39	10:28	10:38	11:40	11:50	15:33	16:03	9:33
2/1/2024	THU	6004	804	F	23:59	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	23:59	0:00
2/1/2024	THU	6005	805	F	23:59	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	23:59	0:00
2/1/2024	THU	6006	806	F	23:59	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	23:59	0:00
2/1/2024	THU	6007	807	F	6:15	6:34	9:42	10:42	9:10	9:20	10:42	10:52	16:40	17:16	11:01
2/1/2024	THU	6008	808	F	6:15	6:50	10:00	11:00	9:50	10:00	11:00	11:10	16:20	17:02	10:47
2/1/2024	THU	6009	809	F	23:59	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	23:59	0:00
2/1/2024	THU	6010	810	F	6:15	7:02	10:00	11:00	9:15	9:25	11:00	11:10	15:35	16:20	10:04

Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC
SVC_HRS	LNCH_HRS	BRK_HRS	REV_HRS	PULLOUTODO	INSVCODO	LASTDROPODO	PULLINODO	REVMILES	SERVICEMILES	TRIPS	PASSENGERS	FARESTOCOLLECT
8:34	1:00	0:20	7:13	59347	59353	59455	59471	102	124	13	13	$39.60
0:00	0:00	0:00	0:00	0	0	0	0	0	0	0	0	$0.00
0:00	0:00	0:00	0:00	0	0	0	0	0	0	0	0	$0.00
0:00	0:00	0:00	0:00	0	0	0	0	0	0	0	0	$0.00
10:06	1:00	0:19	8:46	48915	48933	49080	49097	147	182	11	12	$21.60
9:30	1:00	0:20	8:10	50997	50013	51139	51143	1126	146	11	12	$32.40
0:00	0:00	0:00	0:00	0	0	0	0	0	0	0	0	$0.00
8:33	1:00	0:19	7:13	40885	40899	41000	41024	101	139	6	7	$10.80

NTD Report

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
DATE	RUN	BUS	Badge Number	Subtype	Booking Id	Client Id	PXCOUNT	Fare To Collect	SCHED TIME	PU TIME	DO TIME	RVH	PU ODO	DO ODO	ODO MILES
2/1/2024	4127AMB	526	0	REG	33495945	13873	1	0	15:50	16:04	16:29	0:25	177034	177040	7
2/1/2024	4051	1612	7978	REG	33495946	13873	1	0	19:45	19:41	20:01	0:20	162531	162537	6
2/1/2024	4027	1641	0	REG	33495968	37848	1	0	16:30	16:30	17:08	0:38	132254	132279	25
2/1/2024	4130AMB	328	9992482	REG	33495970	91400	1	0	17:10	17:04	17:19	0:15	145534	145540	7
2/1/2024	4153AMB	529	0	REG	33495972	2680	1	0	21:00	21:00	21:16	0:16	124690	124691	1
2/1/2024	4142AMB	315	9992387	REG	33495985	24880	1	0	14:00	14:22	14:38	0:16	224972	224976	4
2/1/2024	4013	1629	0	REG	33496002	113461	1	0	5:50	6:19	6:55	0:36	360296	360310	14
2/1/2024	4055	1638	9997496	REG	33496027	24340	1	3.6	21:25	21:23	22:01	0:38	121068	121088	20
2/1/2024	4139AMB	316	9992494	REG	33496030	114691	1	0	13:45	14:01	14:16	0:15	222842	222848	5
2/1/2024	4106AMB	466	9002045	REG	33496038	121160	1	0	5:30	5:34	6:32	0:58	245735	245760	25

Q	R	S	T	U	V	W	X	Y	Z	AA	AB
DIRECT MILES	PMT	PUADDRESS	PUSTREET	PUCITY	PULAT	PULON	DOADDRESS	DOSTREET	DOCITY	DOLAT	DOLON
6	7	61		HUNTINGTON BEACH	336	-118	6	71	R BLVD	WESTMINSTER	337	-118
6	6	71	V	WESTMINSTER	337	-118	7	618	IR	HUNTINGTON BEACH	336	-118
22	25	162	IR W	IRVINE	336	-117	0	64	E	BUENA PARK	338	-118
7	7	144		IRVINE	337	-117	6	377	R	IRVINE	336	-117
6	1	251	WY	MISSION VIEJO	335	-117	4	533	A W	LAGUNA WOODS	336	-117
4	4	1		ANAHEIM	338	-117	0	70		FULLERTON	338	-117
14	14	78		GARDEN GROVE	337	-117	8	123		TUSTIN	337	-117
20	20	162	IR W	IRVINE	336	-117	0	230	VD	FULLERTON	338	-117
4	5	12		TUSTIN	337	-117	0	424		IRVINE	337	-117
8	25	163		HUNTINGTON BEACH	337	-118	7	41	T	SANTA ANA	337	-117

Vocational Vision Hours

A	B	C	D	E	F	G	H	I	J	K	L
Date	RUN	BUS	EMP	START	END	TRIPS	PASS	HOURS	POD	DOD	Miles
2/1/2024	6007	807	FT S	6:34	8:53	3	3	2:19	48933	48972	39
2/1/2024	810320	8722	VEL	7:01	8:17	3	3	1:16	197623	197638	15
2/1/2024	810420	6116	NGU	7:00	7:58	4	5	0:58	61210	61217	7
2/1/2024	810420	6116	NGU	14:13	14:55	2	2	0:42	61311	61318	7
2/1/2024	810520	8678	DEL	6:30	8:22	3	3	1:52	177907	177927	20
2/1/2024	810520	8678	DEL	14:15	15:39	3	3	1:24	177982	178001	19
2/1/2024	810720	8684	SAN	6:58	8:35	5	5	1:37	187761	187775	14
2/1/2024	810720	8684	SAN	12:30	15:30	6	6	3:00	187815	187832	17
2/1/2024	811390	8674	ARC	14:16	15:20	4	4	1:04	182076	182090	14
2/1/2024	811460	8671	SUN	6:33	8:36	4	4	2:03	185611	185632	21

ACCESS Service Area Cost Trips

GDATE	BOOKING	CLIENTID	CLIENTNAME	PU_TIME	ORIGIN	PU_MAPPAGE	PU_LAT	PU_LON	DO_TIME	DESTINATION
10/1/2023	33021237	94870	GO	10:02	8 HARBOR BLVD, ANAHEIM	768 J6	33.82324	-117.916	10:13	ANAHEIM BLVD, ANAHEIM
10/1/2023	33021239	94870	GO	14:49	1 ANAHEIM BLVD, ANAHEIM	799 A1	33.81206	-117.906	15:22	HARBOR BLVD, ANAHEIM
10/1/2023	33021409	13673	LO	7:23	1 BLACKBIRD ST, #1, GARDEN GROVE	798 J6	33.77318	-117.913	7:33	CHAPMAN AVE, #4414, GARDE
10/1/2023	33021805	35583	SAI	15:03	2 LOARA ST, #A, ANAHEIM	798 G4	33.79327	-117.937	15:30	BALL RD, ANAHEIM
10/1/2023	33022087	2139	FAI	16:06	2 Y BLVD W, ORANGE	799 C5	33.78329	-117.891	16:36	PEPPER ST, ANAHEIM
10/1/2023	33022194	111333	ROI	11:34	1 GARDEN GROVE BLVD, #114, GARDEN GRO	799 A6	33.77441	-117.91	11:45	CHAPMAN AVE, GARDEN GRO
10/1/2023	33022198	111333	ROI	13:35	1 CHAPMAN AVE, GARDEN GROVE	799 B4	33.78885	-117.899	13:45	GARDEN GROVE BLVD, #114, G
10/2/2023	32996841	96459	MO	8:02	1 ERIC CT, ANAHEIM	769 B6	33.82404	-117.896	8:27	LEMON ST, ANAHEIM
10/2/2023	32996842	96459	MO	14:42	8 LEMON ST, ANAHEIM	768 J6	33.82626	-117.913	15:01	ERIC CT, ANAHEIM
10/2/2023	32997309	14951	DA	7:14	8 WALNUT ST, #121, ANAHEIM	768 G7	33.82072	-117.928	7:31	GARDEN GROVE BLVD, GARDE

DO_MAPP	DO_LAT	DO_LON	PROVIDER	SCH_TIME
799 A1	33.812055	-117.906	1	10:05
768 J6	33.823241	-117.916	1	14:40
799 B4	33.788842	-117.902	2	7:20
768 H7	33.818037	-117.92	2	15:00
768 H6	33.824964	-117.927	2	16:05
799 B4	33.788854	-117.899	2	11:15
799 A6	33.774405	-117.91	2	13:30
768 J6	33.826261	-117.913	1	7:50
769 B6	33.824041	-117.896	1	14:30
798 G6	33.774187	-117.935	1	7:15

Measure M Subsidy – Passengers by Fare Type

PassType	Passengers
CHD	6
CLI	2095
COM	13
PCA	380
SRV	4

Youth Ride Free

A	B	C	D	E	F	G	H	I
Date	Booking Id	Client Id	Leg Id	Passenger	Fare Type	Fare Type	Provider	Passengers
2/1/2024	33498245	156736	66978835	CLI	6	YRF	8	1
2/1/2024	33498246	156736	66978837	CLI	6	YRF	12	1
2/1/2024	33511925	156062	67006195	CLI	6	YRF	8	1
2/1/2024	33511918	156062	67006181	CLI	6	YRF	9	1
2/1/2024	33513312	155801	67008969	CLI	6	YRF	9	1
2/1/2024	33513315	155801	67008975	CLI	6	YRF	9	1
2/1/2024	33514028	156053	67010401	CLI	6	YRF	9	1
2/1/2024	33514032	156053	67010409	CLI	6	YRF	8	1
2/1/2024	33513923	156834	67010191	CLI	6	YRF	8	1
2/1/2024	33513935	156834	67010215	CLI	6	YRF	8	1

Same Day Taxi Error Checks
(no sample available at this time)

Same Day Taxi On Time Performance

A	B	C	D	E	F	G	H
DATE	DOW	WINDOW30	WINDOW60	LATE	TRIPS	30MinuteOTP	60MinuteOTP
2/1/2024	THU	110	28	11	149	73.80%	92.60%

Same Day Taxi Trips

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Date	Client Id	Name	FROM	TO	PU TIME	DO TIME	DIST	FAREAMT	PU CITY	DO CITY	Booking Id	VEHICLE #	PXCOUNT	Run Name	SPACE	Subtype	SCHSTATUS
2/1/2024	142659	NATION, MARTIN	1123	LONG BEACH VA HOSP BLDG 126 TOWER, 5901 E 7TH ST	7:06	7:16	16.68	13.1	ORANGE	LONG BEACH	33527337		2	SD-WH	WH	TXI	PRF
2/1/2024	148625	NEL	16 C	MISS	7:58	8:16	4.84	13.1	LAGUNA NIGUEL	MISSION VIEJO	33527350		1	SD-AMB	AM	TXI	PRF
2/1/2024	136029	SAI	F 1745	SOUT	7:22	7:51	7.87	13.1	HUNTINGTON BEACH	COSTA MESA	33527365		1	SD-AMB	AM	TXI	PRF
2/1/2024	111888	LEV	A 1115	ORAI	8:13	9:01	12.8	13.1	ORANGE	COSTA MESA	33527367		1	SD-AMB	AM	TXI	PRF
2/1/2024	145085	MA	2201	2612	8:50	9:11	0.54	8.65	SANTA ANA	SANTA ANA	33527398		1	SD-WH	WH	TXI	PRF
2/1/2024	134625	PAI	5345	20385	8:39	8:45	1.63	8.65	YORBA LINDA	YORBA LINDA	33527399		1	SD-AMB	AM	TXI	PRF
2/1/2024	152089	WC	2349	24772	8:15	9:11	2.55	8.65	MISSION VIEJO	MISSION VIEJO	33527415		1	SD-AMB	AM	TXI	PRF
2/1/2024	87456	SEI	2131	4405	8:15	8:41	5.09	13.1	ANAHEIM	SANTA ANA	33527421		1	SD-AMB	AM	TXI	PRF
2/1/2024	143906	ROI	2175	18072	8:26	8:51	6.58	13.1	ANAHEIM	VILLA PARK	33527424		1	SD-AMB	AM	TXI	PRF
2/1/2024	33105	HEI	NEW	1204	9:33	9:46	1.22	8.65	ANAHEIM	ANAHEIM	33527429		1	SD-AMB	AM	TXI	PRF

No Show or Cancel at the Door (CD) before window
(no sample available at this time)

Completed Trips
(no sample available at this time)

Passenger Report
(no sample available at this time)

Hourly Trending Report
(no sample available at this time)

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

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

SOLUTION COSTS	COST	
Application Software/Licensing *	$	(This should represent the cost for the core software, SaaS Subscriptions, and/or Licensing.)
Third Party Software (if applicable) *	$	(This should represent the cost for any 3rd-party software that is required to support the system.)
Project Implementation Effort	$	(The total cost for the project implementation effort should be the sum of the costs of all Tasks 1-8. Please see Section 7 of the Scope of Work, in Exhibit A of this RFP, for detailed description of Tasks 1-8.)
Task 1 - Project Management and Planning	$	OCTA expects a **twelve (12) month** schedule for completing the project implementaiton effort.
Task 2 - Requirements Gathering	$	
Task 3 - Design	$	
Task 4 - Construct/Build	$	
Task 5 - Test	$	
Task 6 - Train	$	
Task 7 - Deploy	$	
Task 8 - Post-Deployment Support/Warranty	$	
TOTAL COST of PROJECT IMPLEMENTATION EFFORT	$	
Support, Maintenance, Warranty	$	(First-year support cost only)
Environment (if applicable)	$	(Hosting Services, or On-Premise hardware costs.)
Travel and Expenses (if applicable)	$	(Shall be budgeted as a firm-fixed amount based on a calculated number of trips. Please provide the number of trips. OCTA will only pay for trips that are actually travelled.)
Total Cost for the Initial Term :	$	(This amount should reflect the Grand Total for the expected 12-month implementation, plus 1 year license as a production system.)

PRICE SUMMARY SHEET

Option Term **(Costs for 5 additional years)** (Please include cost projections based on trips or vehicles and the rate per trip or vehicle, as applicable).		Option term may be exercised as a 5-year option. (Invoices must be based on *actual* costs, not projected costs).
Option Year 1 costs (Please include cost projections based on trips or vehicles and the rate per trip or vehicle, as applicable).	$	Year 1 may be exercised as part of a 5-year option. (Monthly invoices must be based on *actual* costs, not projected costs).
Option Year 2 costs (Please include cost projections based on trips or vehicles and the rate per trip or vehicle, as applicable).	$	Year 2 may be exercised as part of a 5-year option. (Monthly invoices must be based on *actual* costs, not projected costs).
Option Year 3 costs (Please include cost projections based on trips or vehicles and the rate per trip or vehicle, as applicable).	$	Year 3 may be exercised as part of a 5-year option. (Monthly invoices must be based on *actual* costs, not projected costs).
Option Year 4 costs (Please include cost projections based on trips or vehicles and the rate per trip or vehicle, as applicable).	$	Year 4 may be exercised as part of a 5-year option. (Monthly invoices must be based on *actual* costs, not projected costs).
Option Year 5 costs (Please include cost projections based on trips or vehicles and the rate per trip or vehicle, as applicable).	$	Year 5 may be exercised as part of a 5-year option. (Monthly invoices must be based on *actual* costs, not projected costs).
Total Cost for the Option Term (one, five-year option term):	$	
GRAND TOTAL for Initial and Option Terms:	**$**	

PRICE SUMMARY SHEET

**Provide the core software, third party software, and any unique technical components that are necessary to support the solution in the "List of Software and Technical Components" table below.*

LIST OF SOFTWARE AND TECHNICAL COMPONENTS	Software or Component Consultant	High Level Purpose	Integration Complexity & Level of Effort (H / M / L)
Application Software: core software			
(example: 3rd party software ABC)			
(example: 3rd party software XYZ)			
TOTAL for SOFTWARE AND TECHNICAL COMPONENTS			

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

Professional Services Rate Schedule

RESOURCE RATES	Fully-Burdened Hourly Rate *
Program Manager	
Project Manager	
Architect	
Engineer / Developer	
Business Analyst	
Trainer	

**These rates would be used for approved change requests.*

The undersigned, upon acceptance, agrees to provide the service in accordance with the terms, conditions, and requirements as contained in RFP 4-2258 and the supporting documents for all prices proposed.

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1. I acknowledge receipt of RFP 4-2258 and Addenda No.(s) _____

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

COMPANY NAME _____

ADDRESS _____

_____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

_____

DATE SIGNED _____

EXHIBIT C: PROPOSED AGREEMENT

PROPOSED SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is effective this____ day of _____, 20__ ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "Customer" or "Authority") and located at , (hereinafter referred to as "Licensor"), each individually known as "Party" and collectively known as the "Parties."

WITNESSETH:

WHEREAS, Customer requires assistance from Licensor to provide Paratransit and Microtransit Software; 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, entitled “Scope of Work”.

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

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.

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 twenty-four (24) hours a day, seven (7) 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, 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.

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.

Application Software/Licensing	$_____
Third Party Software	$_____

Project Implementation Effort:

Task 1 – Project Planning and Management	$_____
Task 2 – Requirements Gathering	$_____
Task 3 – Design	$_____
Task 4 – Construct/Build	$_____
Task 5 – Test	$_____
Task 6 – Train	$_____
Task 7 – Deploy	$_____
Task 8 – Post-Deployment Support/warranty	$_____
Support, Maintenance, Warranty	$_____
Environment (if applicable)	$_____
Travel and Expenses (if applicable)	$_____
Total Cost for the Initial Term:	$_____
Option Term, Year 1	$_____
Option Term, Year 2	$_____
Option Term, Year 3	$_____
Option Term, Year 4	$_____
Option Term, Year 5	$_____
Total Cost for the Option Term (Cost for one, five-year option term)	$_____
GRAND TOTAL	**$_____**

The schedule shall not include any Licensor expenses not approved by Customer, including, but not limited to reimbursement for local meals.

5.2 Invoice and Payment

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

a. Agreement No. 4-2258;
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 Licensor or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which Licensor intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.
f. Any other information as agreed or requested by Customer to substantiate the validity of an invoice.

6.0 Proprietary Information

6.1 Licensor shall:

a. Not use or disclose Customer Information to any third party except as is clearly necessary to provide the Services with prior written approval from Customer.

b. Not attempt to access any portion of Customer Information, without authorization of Customer. If unauthorized access is nevertheless obtained, whether inadvertently or otherwise, Licensor shall have a duty to promptly report to Customer, in writing, each instance thereof, setting out the extent and circumstances of such access.

c. Not attempt to defeat any security provisions maintained by Customer for the protection of Information Resources or information contained therein.

d. Not remove, copy, alter, or install any software or information or data on any Customer computer unless specifically authorized by Customer in connection with the Services or make any attempt to learn or document passwords or other information, which could facilitate unauthorized access to Customer Information.

e. Require each of its employees, contractors and agents needing access to Customer Information to obtain passwords from Customer's authority responsible for the security of Customer Information, to use and protect passwords as required by Customer, and to follow such protocols governing access as may be set out by Customer.

6.2 Customer agrees it shall not, during the term of this Agreement or thereafter, disclose, make commercial or other use of, give or sell to any person, firm, or corporation, any information of Licensor that is treated and identified in writing to Customer by Licensor as confidential, except Customer can disclose such information if (i) required to do so pursuant to applicable law; (ii) it was rightfully in the possession of Customer from a source other than Licensor prior to the time of disclosure of said information to Customer hereunder; (iii) it was in the public domain prior to the time of receipt; (iv) it became part of the public domain after the time of receipt by any means other than an unauthorized 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 reasonably 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 8.0 (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 8.1 above regarding data protection and responding to, and remediating a Data Breach, where Licensor shall be liable up to the scope of the coverage amount of its cyber security liability policy.

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

8.0 Indemnification

8.1 General

Licensor agrees to indemnify, hold harmless and defend Customer and its employees, directors, agents, successors, and assigns ("Indemnified Parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature; including investigation costs and expenses, settlement costs, and attorney fees and expenses ("Claims"), sustained by or asserted against Indemnified Party arising out of, resulting from, or attributable to the willful misconduct, negligence, errors, or omissions of Licensor, its employees, subcontractors, 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 9.2 (Intellectual Property Indemnification) do not apply to the extent that an Indemnified Claim regarding intellectual property infringement arises out of:

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

9.0 Limitation of Liability

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

10.0 Warranties

Licensor warrants the following:

10.1 Media Defects

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

10.2 Function and Features

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

10.3 Performance

The Software shall operate in conformance with the Specifications for the Warranty Period. If Customer shall give Licensor oral or written notice or 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 December 31, 2030, unless earlier terminated or extended as provided in this Agreement.

11.2 Termination for Cause

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

11.3 Termination for Convenience

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

12.0 Survival Upon Termination

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

13.0 Dispute Resolution

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

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

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:	Licensor:
Orange County Transportation Authority 550 South Main Street P.O. Box 14184 Orange, CA 92863-1584 ATTENTION: Sue Ding Title: Senior Contract Administrator Phone: (714) 560 - 5631 Email: sding@octa.net	, 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 4-2258; (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 include on the face of the Certificate of Insurance the Agreement No. 4-2258; and, the Contract Administrator's Name, Sue Ding.

21.4 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.

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

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 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 Assignments and Subcontracts

24.1 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.

24.2 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

25.0 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.

26.0 Miscellaneous

26.1 Amendment

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

26.2 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.

26.3 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.

26.4 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.

26.5 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.

26.6 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.

26.7 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.

26.8 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.

26.9 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.

26.10 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.

26.11 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.

26.12 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.

26.13 Health and Safety Requirement

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-4-2258 to be executed as of the date of the last signature below.

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____
Darrell E. Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By: _____
James M. Donich
General Counsel

APPROVED:

By: _____
Johnny Dunning
Chief Operating Officer

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

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

Name	Signature
Title	Date

Revised. 03/16/2018

EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than $250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than $250 from you during this period.

B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.

C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than $250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.

D. If you or your agent have in the aggregate contributed more than $250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.

2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are “agents.”

3. To determine whether a campaign contribution of more than $250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.

4. A list of the members and alternates of the Board of Directors is attached.

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed subconsultants and/or agent/lobbyist? Yes ____ No_____

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

_____

Is Contributor:

- The Prime Contractor Yes___ No ___
- Subconsultant Yes___ No ___
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes___ No ___

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

_____

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

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____ _____
Signature of Contributor

_____ _____
Print Firm Name Print Name of Contributor

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES

Board of Directors

Tam Nguyen, Chair

Doug Chaffee, Vice Chair

Ashleigh Aiken, Director

Valerie Amezcua, Director

Andrew Do, Director

Jon Dumitru, Director

Jamey Federico, Director

Katrina Foley, Director

Patrick Harper, Director

Michael Hennessey, Director

Fred Jung, Director

Farrah Khan, Director

Stephanie Klopfenstein, Director

Vicente Sarmiento, Director

John Stephens, Director

Mark Tettemer, Director

Donald Wagner, Director

EXHIBIT F: HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.

B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during this work scope.

D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.

E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.

F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

1.2 REGULATORY

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

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

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

C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.

D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.

2. Serious Incident: includes but not limited to property damage of $500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.

3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.

4. Significant Near Miss Incident; includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

A. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.

B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

1.5 PERSONAL PROTECTIVE EQUIPMENT

A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 or 3 safety reflective vests, and appropriate footwear.

B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.6 REFERENCES

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

END OF SECTION

EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror:_____

RFP No.:_____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No._____

Complete Description of Deviation or Exception:

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_____
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Rationale for Requesting Deviation or Exception:

_____
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Area Below Reserved for Authority Use Only:

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