

REQUEST FOR PROPOSALS (RFP) 2-2893

SECURITY SYSTEM SUPPORT AND MAINTENANCE



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

Key RFP Dates

Issue Date:	November 10, 2022
Question Submittal Date:	November 16, 2022
Proposal Submittal Date:	November 29, 2022
Interview Date:	December 15, 2022

TABLE OF CONTENTS

SECTION I: INSTRUCTIONS TO OFFERORS	1
SECTION II: PROPOSAL CONTENT	8
SECTION III: EVALUATION AND AWARD	15
EXHIBIT A: SCOPE OF WORK.....	18
EXHIBIT B: PRICE SUMMARY SHEET	19
EXHIBIT C: PROPOSED AGREEMENT	20
EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM	21
EXHIBIT E: SAFETY SPECIFICATIONS	23
EXHIBIT F: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS.....	24



November 10, 2022

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 2-2893: "SECURITY SYSTEM SUPPORT AND MAINTENANCE"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to **provide support and maintenance of the Authority's Lenel and Milestone security systems.**

The budget for this project is \$82,000 for a one (1)-year term.

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

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of 2:00 p.m. on November 29, 2022. 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 2-2893**" 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 2-2893, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

There is no pre-proposal conference scheduled for this solicitation.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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

D. AUTHORITY CONTACT

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

Yarida Guzman, Senior Contract Administrator
Contracts Administration and Materials Management Department
Phone: 714.560.5077
Email: yguzman@octa.net

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

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions must be put in writing and received via e-mail at yguzman@octa.net no later than 2:00 p.m., on November 16, 2022.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 2-2893" 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 November 17, 2022. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

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

Category:

Communication Equipment,
Communication Systems
Computer: Hardware &
Software

Commodity:

Communication Systems

Business Software
Computer: Hardware &
Software
Database Software
Desktops, Notebooks &
Appliances
Hardware Components &
Accessories
Networking Equipment
Operating Systems and
Network Software
Servers & Storage Equipment

	Software Development Tool
	Software
Security, Safety & Health	Card Access - Supplies
Equipment	Surveillance Systems
Security, Safety and Health	Card Access Services
Services	Surveillance Services

Inquiries received after 2:00 p.m. on November 16, 2022 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 November 29, 2022.** **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 2-2893**” 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 time-and-expense contract with fully-burdened hourly rates and anticipated expenses for work specified in the Scope of Work, including in the RFP as Exhibit A. This Agreement will be for a one (1)-year term.

L. CONFLICT OF INTEREST

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

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

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

M. CODE OF CONDUCT

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

N. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et.seq. The proposer to whom a contract for the work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at the Authority's principal office at 550 S. Main Street, Orange, CA 92868 and are available to any interested party on request.

O. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

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

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

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

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Yarida Guzman, 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 180 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

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

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

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Demonstrate at least ten (10) years of experience in Lenel System, Milestone System, Security System concepts, and installations for clients similar in size to OCTA.
- (5) Provide proof of the following:
 - a. All current and valid State of California C-10 and C-7 Contractor's Licenses
 - b. Any business, occupational or trade licenses required by law. (i.e. Business, General Contractor, Electrical, etc.)
 - c. Authorized reseller in security system equipment and security system software currently utilized by OCTA
 - d. Lenel Elite Partner Status in good standing and current.
- (6) Identify subcontractor by company name, address, contact person, telephone number, email and project function. Describe Offeror's experience working with each subcontractor.
- (7) 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.
- (8) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address,

telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

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

Offeror to:

- (1) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Key personnel shall meet the following requirements:
 - a. Skilled technicians to perform all service, maintenance, and repair work and are to be factory trained and certified to work with the Authority's Access Control System and Video Management System. If factory training is not available or required by the manufacturer, then the Firm shall confirm, in writing, that its technicians have performed at least five (5) installations of said security systems within the last two (2) years.
 - b. Proof of certification in the following: Lenel Certified Associate; Lenel Certified Professional; Lenel Certified Expert
 - c. Milestone Certified Master Technicians with at least five (5) years of experience
 - d. Certified trained technicians for the following manufacturers: Zenital, Grandstream, and Airphone IP based intercom systems; AXIS cameras; Pelco cameras
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.

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

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the work specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (4) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (5) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

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

allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

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

4. Cost and Price Proposal

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

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a time and expense-price contract specifying fully-burdened labor rates and anticipated expenses to complete the Scope of Work.

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. Status of Past and Present Contracts Form**

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

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

2. Proposal Exceptions and/or Deviations Form

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

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

1. **Qualifications of the Firm** **25%**
 Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience, and technical competence of subcontractors; assessment by client references.
2. **Staffing and Project Organization** **25%**
 Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
3. **Work Plan** **30%**
 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
4. **Cost and Price** **20%**
 Reasonableness of the rates; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established December 15, 2022, 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 Authority's management 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.

C. AWARD

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.

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

SECURITY SYSTEM SUPPORT AND MAINTENANCE

INTRODUCTION

The Orange County Transportation Authority (OCTA) Security & Emergency Preparedness Department is seeking to contract with a Firm that specializes in service, maintenance, and installation of Lenel OnGuard Professional and Milestone XProtect Corporate Software Systems. OCTA intends to acquire the services of a security systems integration Firm that specializes in the deployment and management of strategic services, maintenance, and installation plans.

BACKGROUND

OCTA is currently using Lenel OnGuard Professional, version 7.4.457.325 with five (5) users using five (5) concurrent licenses. OCTA's existing security system includes but not limited to, a Microsoft Windows Server 2012 r2 virtual server, Windows 10 desktops, network switches, access control panels, video intercoms, duress devices, card readers, locksets, wireless doors, and intergraded Americans with Disabilities Act (ADA) door openers. Access Control System (ACS) uses a shared virtual SQL 2015 cluster to house the Lenel database. The ACS network traffic is on an isolated virtual LAN network. **Refer to full list of Access Control System components as outlined in Attachment A to this Exhibit A.**

Milestone XProtect Corporate software, version 2018 R1, with five (5) users using five (5) concurrent licenses. OCTA's existing Video Management System (VMS) system includes but not limited to, one (1) master video server and seven (7) physical video storage servers all running Microsoft Windows Server 2012 r2 operating system. There are twenty-five (25) Windows 10 desktops, network PoE switches, and a mixture of Axis/Pelco IP cameras. The VMS video traffic is on an isolated virtual LAN network. **Refer to full list of Video Management System components as outlined in Attachment B to this Exhibit A.**

OCTA has locations within the County of Orange; headquarters and a conference building located in the City of Orange, and operational transport/maintenance bases in the cities of Anaheim, Garden Grove, Irvine, and Santa Ana. Each location has an ACS and VMS installed providing security for multiple assets. **Refer to OCTA locations as outlined in Attachment C to this Exhibit A.**

1. MINIMUM QUALIFICATIONS

Proposers must meet or exceed the following minimum qualifications. **All proposals must clearly indicate how the Firm will meet or exceed the minimum qualifications. OCTA will deem any proposal that does not meet the minimum qualifications to be non-responsive.**

- a. The Firm will demonstrate ten (10) years of enterprise-level experience in Lenel System, Milestone System, Security System concepts, and installations for organizations similar in size to OCTA.

- b. The Firm shall be an authorized Value-Added Reseller (VAR) in security system equipment and security system software currently utilized by OCTA.
- c. The Firm will have skilled technicians who perform all service, maintenance, and repair work and who are factory trained and certified to work with OCTA's ACS and VMS systems. The Firm shall provide the following:
 - i. All business, occupational, or trade licenses required by code (i.e. Business, General Contractor, Electrical high/low voltage, etc.)
- d. Lenel Qualifications
 - i. The Firm must have the following certified employees located within fifty (50) miles of the City of Orange
 - a) Lenel Certified Associate (LCA)
 - b) Lenel Certified Professional (LCP)
 - c) Lenel Certified Expert (LCE)
 - ii. The Firm shall maintain Lenel Elite Partner status
- e. Milestone Qualifications
 - i. The Firm shall provide Milestone Certified Master Technicians, who are based within fifty (50) miles of the City of Orange and who have at least five (5) years of experience with manufacturers to include, but not limited to:
 - a) Zenitel, Grandstream, and Aiphone IP based intercom systems
 - b) AXIS cameras
 - c) Pelco cameras
 - d) Sony cameras
 - ii. The Firm shall maintain Milestone Elite Partner status
- f. The Firm shall keep all certifications current.
- g. If factory training is not available or required by the manufacturer, the Firm shall confirm, in writing, that its technicians have performed at least five (5) installations of said Security System within the last two (2) years.
- h. The Firm shall provide copies of all current and valid State of California C-10 and C-7 Contractor's Licenses.

2. SERVICE LEVEL REQUIREMENTS (SLR)

- a. The Firm shall provide a 24x7x365 contact phone number and email address for requesting service and maintenance
- b. When OCTA contacts the Firm for service and maintenance, whether during business or non-business hours, the Firm's dispatch personnel shall log and forward the following information to the appropriate Firm personnel:

- i. OCTA Party calling
 - ii. Caller's contact information
 - iii. Accurate technical description of the problem or request, extent of the outage (if applicable), and the equipment and location involved
 - iv. OCTA-assigned Business Impact Level
- c. The Firm shall outline procedure(s) for obtaining maintenance services during the following hours:
- i. Normal business hours. OCTA defines normal business hours as: Monday – Friday, 7:00 am – 6:00 pm.
 - ii. Outside normal business hours. OCTA defines outside normal business hours as: Monday – Friday, 6:00 pm – 7:00 am.
 - iii. OCTA observes the following holidays:
- | | | |
|------------------|------------------------|---------------|
| Memorial Day | Independence Day | Labor Day |
| Thanksgiving Day | Day after Thanksgiving | Christmas Day |
- d. The Firm shall outline its maintenance and service times and associated rate(s) of charge for both business and non-business hours and days.
 - e. OCTA has established a service resolution time standard. A resolution time refers to the amount of time it takes, from the time OCTA reports an issue to the Firm until the Firm fully resolves it.
 - f. OCTA has established Security System business impact levels. These impact levels, and their required service resolution times, are categorized as follows:
 - i. Critical Service Impact – A condition or event that has a major and adverse effect on OCTA's Security System operations
 - ii. Required full resolution time: Two (2) hours from the time reported
 - iii. Urgent Service Impact – A condition or event that causes a primary Security System service to stop or provide limited capabilities/functionality or become unstable or interrupted periodically. OCTA's Security System may be operating but severely restricted
 - iv. Required full resolution time: Four (4) to six (6) hours from the time reported.
 - v. Minimal Service Impact – A non-emergency condition where product features are unavailable, but the majority of hardware/software functions are still useable. There will be minor impact to OCTA's business functionality
 - vi. Required full resolution time: Twenty-four (24) to forty-eight (48) hours from the time reported
 - vii. Normal Business Impact – A minor problem or request for information or research such as how to's, documentation, general questions, or enhancement requests that do not affect OCTA's Security System

- viii. Required full resolution time: **Five (5) business days**
- g. If the Firm fails to meet any maintenance service resolution time standard outlined in Section 2(f), OCTA will initiate the following actions through its Contracts Administration and Materials Management (Camm) department:
 - i. Violation I (Three [3] instances of non-compliance within a calendar year) – The OCTA Project Manager will provide the Camm department with an internal letter detailing the noncompliance
 - ii. Violation II – (A fourth [4th] instance within a calendar year, where Firm demonstrates noncompliance) - Camm department will require the firm to submit, in writing, a remediation plan to avoid future noncompliance
 - iii. Violation III – (A fifth [5th] instance within a calendar year, where Firm demonstrates noncompliance) - Camm will initiate formal proceedings to mitigate the Firms noncompliance
- h. If a part is not readily available, the Firm shall provide, via email or telephone, an expected estimated date for the parts arrival. If the delay is extended, the Firm shall provide updates every seventy-two (72) hours via email or telephone. Once the part has arrived, the Firm shall contact the OCTA Project Manager, via email or telephone, to update the service resolution date and time.

3. WORK DESCRIPTION AND REQUIREMENTS

- a. The Firm shall provide a Service Manager who shall serve as the single administrative point of contact to OCTA for all work and services performed.
 - i. The Service Manager shall:
 - a) Provide single point of contact for service interactions
 - b) Perform administrative tasks such as processing training requests, part ordering and managing of Other Direct Cost (ODC)
 - c) Be available to the OCTA Project Manager during normal business days and hours
 - d) Respond to all requests for service, maintenance, or information in a timely manner
 - e) Personally approve all service or parts quotes and invoices and affix their wet or certified digital signature to each before providing these to OCTA for approval
 - f) Personally approve all required reports and affix their wet or certified digital signature to each report before providing to OCTA
 - g) Attend monthly meetings with the OCTA Project Manager to review but not limited to, service calls, maintenance service performance, projected upgrades, Microsoft monthly patch schedules, etc.

- h) Proactively, review the status of the ACS and VMS on a yearly basis and provide recommendations/feedback for upgrades, infrastructure, improvements, etc.
- b. The Firm shall assign a dedicated Project Manager when necessary for larger, more complex, projects such as planning and/or installing and programming multiple ACS or VMS system components, conducting extensive repairs and tests, or performing extensive system maintenance
- c. The Firm shall provide all tools, materials, parts, and labor required to install, program, repair, and maintain Security Systems throughout all facilities
- d. The Firm shall provide all Security System installation, repair, maintenance, and related services that OCTA requests. OCTA and the Firm shall agree upon a scope of work and costs prior to executing any capital project
- e. OCTA considers minor repairs to be a routine business activity and the Firm shall bill these on a Time and Materials (T&M) basis.
- f. The Firm shall provide a quote and receive pre-approval to provide any service or perform any repairs where the total cost will exceed Two Thousand Dollars (\$2,000.00).
- g. For all parts provided and/or installed, the Firm shall provide a minimum of a one (1) year warranty or the corresponding manufacturer's warranty, whichever is greater. The Firm shall warranty all labor provided through the Service category for one (1) year beginning from the time of completion of service, installation, and/or repair.
- h. Reporting Requirements:
 - i. **Quarterly:** The Firm shall email a financial spreadsheet to the OCTA Project Manager no later than the first Friday of the following quarter.
 - a) The spreadsheet shall include, but not be limited to:
 - Service order number(s)
 - Contractor project number(s)
 - Date(s) requested
 - Date(s) responded
 - Date(s) completed
 - Descriptive project name(s)
 - Service type(s) such as:
 - Repair, Maintenance, Parts purchase, Installation, etc.
 - Site address(es)
 - Quoted cost(s)
 - Revised cost(s)
 - Amount(s) received
 - Statuses, such as:
 - Completed payment, completed work closed, completed work pending

payment, approved orders, etc.

- Remaining balance(s)

- ii. **Monthly:** The Firm shall provide a Contract and Invoicing Summary Report to the OCTA Project Manager no later than the first Friday of the following month.

a) The report shall include, but not be limited to:

- A cover sheet summarizing all contract-related activity during the previous month (e.g., large projects, system maintenance, number/types of service calls, and whether these were remote or in person, parts sold and either provided or installed, etc.)
- Total contract amount billed to date
- Total contract amount billed during the month
- Individual invoices for the covered month

- i. The Firm shall perform all work thoroughly and in a professional manner according to industry standards and subject to OCTA inspection and acceptance
- j. The Firm shall be responsible for and adhere to all applicable local, state, and federal laws, codes, rules, ordinances, and regulations
- k. The Firm may use certified subcontractors to perform specific portions of work where the Firm is not capable of addressing the issue internally
 - i. The Firm shall list any subcontractors in their proposal
 - ii. Subcontractors must adhere to the same requirements and restrictions that apply to the Firm
- l. The Firm must have a full-service office located within fifty (50) miles of the City of Orange.

4. **INSTALLATION, REPAIR, AND SERVICE PROCEDURES AND REQUIREMENTS**

a. Installation Procedures

- i. The OCTA Project Manager shall initiate a request with the Firm to perform a site survey. The Firm and the OCTA Project Manager shall develop an agreed scope of work and system design.
- ii. Firm shall submit the proposal to the OCTA Project Manager. The proposal shall include:
 - a) A unique request or job reference number
 - b) Project schedule, milestones, and deliverables
 - c) Descriptive project name
 - d) Detailed Scope of Work (inclusions and exclusions)
 - e) Itemized costs for parts and labor
 - f) As designed, include plotted physical security objects such as cameras showing field of view on a site plan, aerial photograph, or floor plan

- iii. The OCTA Project Manager will review, request modification, and/or approve the proposal.
- iv. The OCTA Project Manager will provide the Firm with a system IP load schedule that includes component addresses, naming conventions, and IP addresses as agreed upon in the Scope of Work
- v. Upon arrival at a job site, the Firm shall check in with the approved on-site contact
- vi. The Firm shall complete all work in accordance with the approved Scope of Work
- vii. The OCTA Project Manager or designee will evaluate work performed and, where necessary, provide the Firm with a “punch list” of items the Firm must complete in order to receive full acceptance. Note: OCTA will not consider such a project complete until the Firm satisfactorily completes all “punch list” items

b. Repair

- i. The Firm shall coordinate with the OCTA Project Manager or their designee, in advance, on all service visits.
- ii. Responding technicians shall call the OCTA Project Manager thirty (30) minutes prior arriving for service calls. The Firm’s technician must check in with and report intended activities to the OCTA Project Manager, designee, or a Base Manager or Assistant Base Manager before commencing any service-related work at a site.
- iii. The Firm’s technicians shall investigate all issues which the OCTA Project Manager or designee reports and perform the work necessary to fully resolve them
- iv. Prior to leaving the site, the Firm’s technician will submit a detailed written or digital service report to the OCTA Project Manager or designee or the Base Manager or Assistant Base Manager and receive an authorized signature prior to leaving. The service report shall include the time of the technician’s arrival and departure.
- v. Service provided remotely requires the same detailed service report and will include the time the remote session commenced and concluded.
- vi. Within twenty-four (24) hours of any completed service call, whether remote or onsite, the Firm shall provide to the Project Manager, via email, a detailed service report summary that includes:
 - a) A unique service order number
 - b) Service address and specific location at the site
 - c) Date service provided
 - d) Parts replaced or repaired (if applicable)
 - e) Description of all services performed
 - f) Length of the service call (in hours and minutes)
 - g) Recommended follow up work (if applicable)

c. Service

Upon request, the Firm shall provide all technical support services the OCTA Project Manager requests. Professional services shall include but are not limited to: Design

physical security application infrastructure, assist with software application upgrades and support, systems administration, software upgrades, develop and implement custom software solutions, Ad-hoc reporting, troubleshooting software and infrastructure, security systems research, analysis and recommendations, and other professional services requested, including but not limited to facilitating access to Lenel Custom Solutions. Upon request, the Firm shall provide ongoing technical support to OCTA staff in maintaining the Security Systems, installation projects, and repairs.

5. PREVENTATIVE MAINTENANCE REQUIREMENTS

- a. The Firm shall perform annual scheduled Security System maintenance as described below, the first of which the Firm shall complete within ninety (90) days of contract execution. The Firm shall include the cost for annual maintenance in their proposal.
- b. ACS maintenance shall encompass the following tasks:
 - i. Physically and visually inspect all major components (including cabling and connections) for signs of deterioration or damage
 - ii. Review existing Lenel software settings and suggest performance improvements
 - iii. Check ACS power supply back up batteries to ensure replacement every three (3) years. If the battery is within the three (3) year threshold, the technician shall write the current inspection date on the battery. The Firm shall include the panel number/location and battery expiration date in the final inspection summary
 - iv. Check all access control equipment (e.g., readers, pin-pads, locks, strikes, closures) for correct operation and programming
 - v. Check to ensure all ACS server and access control panel time/date settings are currently synced with the OCTA time server
 - vi. Physically and visually inspect and clean (blow out dust and wipe down, where applicable) all access control panels and input/output panels, and power supplies to ensure proper operation
 - vii. Check emergency and manual exit devices for correct operation
 - viii. Check and ensure card readers are reading ID badges correctly and efficiently (i.e., time lapse between user presenting ID card and door unlocking)
 - ix. Review and confirm database back-up schedules are running correctly
 - x. Review and verify that six (6) months of historical data is available/retrievable, and databases are operating error free
 - xi. Complete any minor adjustments or repairs
 - xii. Return all systems to operational status
 - xiii. Log and document test results
- c. VMS Maintenance shall encompass the following tasks:
 - i. Physically and visually inspect all major components (including cabling and

- connections) for signs of deterioration or damage
- ii. Check to make sure the VMS is satisfactorily meeting industry standard video transmission rates (adjust video stuttering, frames-per-second [FPS] settings, etc. of video to and from each location as needed)
- iii. Check to ensure all VMS server time/date settings are currently synced with the OCTA time server
- iv. Repair any minor faults
- v. Report any defects or damage to OCTA Project Manager
- vi. Review and confirm database back-up schedules are running correctly
- vii. Review and verify that six (6) months of historical data is available/retrievable, and databases are operating error free
- viii. Complete any minor adjustments or repairs
- ix. Return system to operational status
- x. Log and document test results
- d. While performing an assessment on malfunctioning or inoperable IP cameras, the Firm shall perform the following tasks:
 - i. Check and clean the interior/exterior camera power supply and fans
 - ii. Clean cameras lenses & housings as necessary
 - iii. Check lenses for correct focusing & operation of auto-focus and adjust as necessary
 - iv. Check lenses for correct field of view and adjust as necessary
 - v. Inspect brackets, housings & associated fittings for corrosion or damage
 - vi. Tighten clamping bolts/brackets correctly
 - vii. Some cameras and related support equipment are mounted high on poles and buildings and, so, may require hydraulic lifts to access
- e. Duress Protection Systems
 - i. Verify that each fixed duress button generates an alarm in Lenel.
 - ii. Verify that each wireless duress button generates an alarm in Lenel. Replace wireless duress button batteries as needed
 - iii. Verify that each output device (LED, sounder, strobe light, or output function such as email notification, reader/lock mode changes, etc.) is performing as required
 - iv. Notify the OCTA Project Manager, or designee, if any equipment connected to the system requires upgrade, replacement, or repair
 - v. Provide a summary report for all work performed
- f. Intrusion Systems
 - i. Verify that all alarm input points are operational

- a) Glass break
 - b) Door contacts
 - c) Motion sensors
 - ii. Verify that all input/output alarm points are operational and when appropriate, appear in the Lenel System.
 - a) Sounders and horns
 - b) Strobes
 - c) All other existing alarm outputs
 - iii. Complete a thorough test of the intrusion alarm panel components including, but not limited to, all zones, keypads, power supplies, zoning modules relays, and sensor power supplies
 - iv. If any equipment connected to the system requires replacement or repair, the Firm shall notify the OCTA Project Manager, or designee, with acceptable replacement option(s) before proceeding with any work.
 - v. Provide a summary report for all work performed
- g. Intercom/IP Intercom Systems
- i. Schedule a time with Project Manager and the approved onsite contact to perform maintenance.
 - ii. Check in with approved onsite contact upon arriving at the facility.
 - iii. Perform the following:
 - a) Verify that the intercom call button is functional by calling the intercom station.
 - b) Verify that the master station displays the video and intercom station location.
 - c) Verify that the speakers on both ends are operational and of good sound quality during the intercom call.
 - d) Confirm users can initiate video and voice call to intercom location from master station.
 - e) Where applicable, verify communication server is operational and the sequences meets the facility's call routing expectations.
 - iv. Clean all intercom station camera areas and boxes
 - v. If any equipment connected to the system requires replacement or repair, the Firm shall notify the OCTA Project Manager in writing.
 - vi. Provide a summary report for all work performed.
- h. The Firm shall document and provide the following information after completing any system maintenance described above:

- i. Detailed report for each location
- ii. Detailed prioritized remediation report
- iii. Security System summary report
- iv. Review Security System history from previous maintenance assessment, including completed and any outstanding remediation recommendations
- v. The Firm shall email Security System maintenance reports to the Project Manager within ten (10) business days of completing the assessment

6. REMOTE/PHYSICAL ACCESS TO OCTA SECURITY SYSTEMS RESOURCES

- a. OCTA will require the Firm to provide remote and or physical support for OCTA Security Systems.
- b. Remote Access
 - i. The Firm will work with the OCTA PM or designee on an agreed date/time to perform any Security Systems maintenance
 - ii. The Firm will work with OCTA's PM or designee to establish remote sessions using Microsoft Teams
 - iii. The OCTA Security Systems Administrator must approve any recommended system changes before applying any changes or updates.
 - iv. Ensure all systems are returned to operational status
- c. Physical Access
 - i. The Firm will work with OCTA PM or designee on an agreed date/time to perform any Security Systems maintenance
 - ii. OCTA Security Systems Administrator will provide access to OCTA's Security Systems
 - iii. The OCTA Security Systems Administrator must approve any recommended system changes before applying any changes or updates.
 - iv. Ensure all systems are returned to operational status

7. SUPPORT REQUEST REQUIREMENTS

- a. The Firm shall be wholly responsible for coordinating all work through the OCTA Project Manager.
- b. The OCTA ACS and VMS systems included in this Scope of Work may be proprietary. This means that only the manufacturer of a system may perform any service, testing, and maintenance on that system. It is the Firm's responsibility to obtain sub-contracting and/or service level agreements (SLAs) with each of these companies and to include its service and maintenance plans and costs as part of its overall proposal.

8. NOTIFICATION AND TRACKING

- a. The Firm shall provide all items required for the successful completion of all service calls, scheduled maintenance, and general work without adjustment to the contract price. OCTA intends that the Firm remain solely responsible for the inclusion of adequate amounts to cover all work indicated, described, or implied, subject to code requirements and OCTA's intent.
- b. The Firm shall maintain an adequate inventory of parts to meet the service level requirements listed in this Scope of Work. At minimum, the Firm shall maintain a stock of these parts on service trucks or in a suitable facility within fifty (50) miles of Orange, California. If a part is discontinued, the Firm shall maintain a supply of the manufacturer's recommended replacement model and provide that information to OCTA.

Equipment	Make	Model	QTY
Card reader	HID	pivCLASS RP40-H	3
Door lock	Command Access Technologies	Mortise Lock Chassis, Electrically Unlock, Schlage, 24 Volt AC/DC 24v ML371 EU CH 24v REX RH	2
Mortise lock	Security Door Controls	ZY7500 Series	1
Power supply	Altronix	ACM8, ACM8CB*	1 of each model
Reader board	Lenel	LNL-2220	2
Input Control Module	Lenel	LNL-1100	2
* This is not an exhaustive listing			

- c. The Firm shall provide OCTA with the ability to view scheduled preventive maintenance and completed and ongoing maintenance, service, and repair requests via an online service dispatch web portal interface (or "dashboard.")

9. REPLACEMENT PARTS AND LABOR REQUIREMENTS

- a. All components shall be in current production and shall be a standard product of the manufacturer. All parts shall be new and not refurbished or rebuilt.
- b. Each component shall bear the make, model number, and UL label as applicable. All Security System components of a given type shall be the product of the same manufacturer.
- c. All Security System equipment installed or replaced shall undergo strict inspection standards. The equipment, including all contributory components, shall have been previously tested.
- d. Delivery of system components shall be in factory-fabricated containers or wrapping which will properly protect components from damage. OCTA will not accept used

components.

- e. The Firm shall ship components in the original packaging.
- f. The Firm shall retain all packing slips as proof of delivery.
- g. The Firm shall replace parts damaged in shipping, handling, or storage with a new part at no additional cost to OCTA.
- h. The Firm shall install and/or decommission all equipment, materials, and components using methods recognized as good commercial best practices which pass without exception in the applicable trades. The Firm shall ensure workmanship meets or exceeds these expectations.

10. SPECIAL ORDER EQUIPMENT REQUIREMENTS

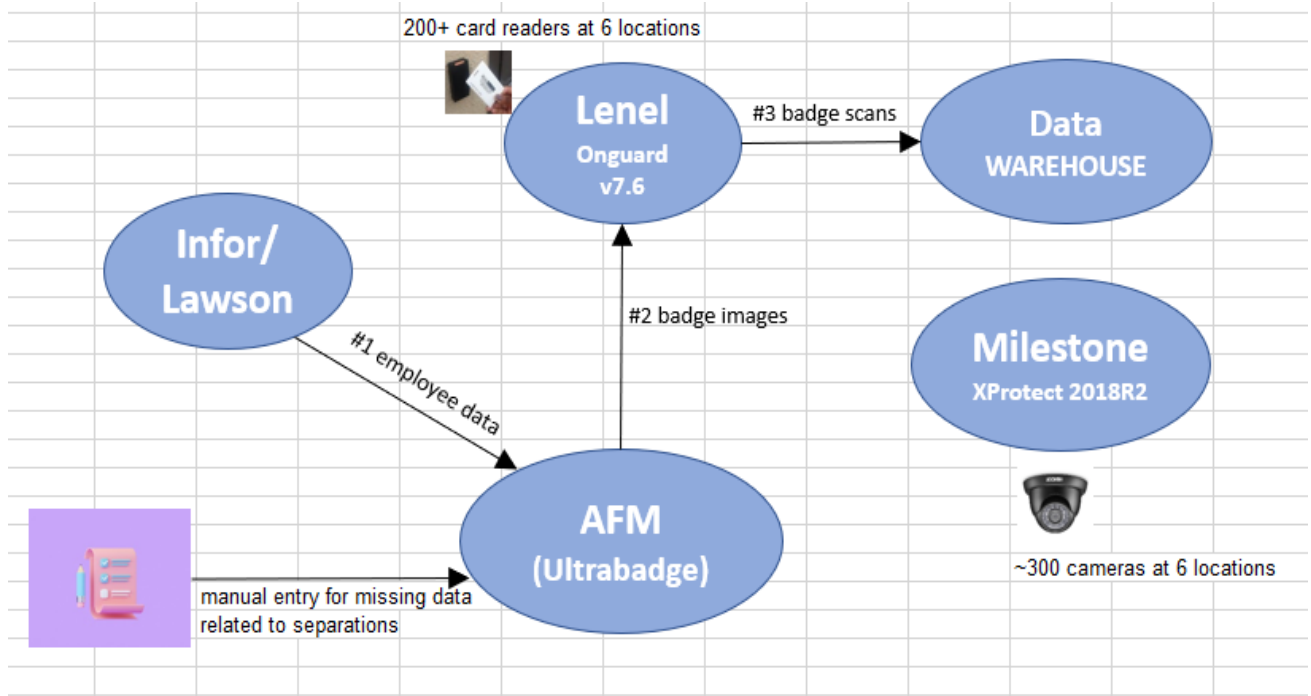
- a. The Firm shall identify and classify which Security System parts it considers to be “special order” and the Firm should take appropriate lead time into consideration when planning for long-term maintenance and service.

11. ENVIRONMENT ANALYSIS AND ROADMAP

The Firm shall provide expertise to conduct and document an analysis of OCTA’s current ACS and VMS environment, including ancillary components, such as cameras, card readers, badges, etc. The Firm shall provide a roadmap and recommendations on how to evolve OCTA from our current environment to a state-of-the-art security and emergency preparedness environment. This would include software and hardware upgrades, integration of software systems, and business process improvement, as necessary.

- a. The Firm shall analyze and document the current state of OCTA’s environment by end of January 2023. The documentation shall include existing business processes, a topology diagram, tables that describe interface details, dataflow diagrams, and current software and hardware. (See sample diagram and table below).
- b. The Firm shall document a roadmap that describes how OCTA will transition to a modern future state environment by mid-March 2023. The analysis would include a prioritized list of recommended changes, improvements, and new features. The list shall provide detail descriptions of each option, with pros and cons, and cost estimates.
- c. The Firm shall conduct weekly meetings with OCTA to gather and review the necessary information. The Firm shall include time to make revisions based on OCTA’s feedback. The Firm shall update documents for final review meeting.

ID	Technical SME	SME	Interface Name	Interface	Owner	Internal/External	Complexity of Interface: Complex / Med / Low	Method	Short Description	Long Description	Direction	Schedule
1	Dan G (Lawson) Bang P (UltraBadge)	Thomas H (PACE)	OC598	UltraBadge	PACE	Internal interface from Lawson to Ultrabadge	Medium	FTP	Employee Information to Badge Id application	Send employee information from Lawson to populate the Badge ID system (AFM, formerly Ultrabadge)	Inbound from Lawson to AFM	Daily - time?
2	Bang P (UltraBadge)	Marc Cedeno Linda Sanchez	Export AFM Employee Photos To Lenel	Lenel	Marc C	Internal interface AFM to Lenel	Medium	Automation Script	Send Employee badge images to Lenel	Query and send pictures of new employees and any employees who updated their photos to Lenel system	Inbound from AFM	Daily - 11:35 pm
3	Badge Scans Dashboard	William Y	Import data from Lenel	Data Warehouse	John G/Marc C	Internal from Lenel to Data Warehouse	Medium	ETL	Pull badge scans to Data Warehouse	Pull badge scan data from Lenel to Data Warehouse	Outbound from Lenel	Hourly - on the hour



12. SOFTWARE UPGRADES/PATCHES

The Firm shall provide OCTA with any bulletins, notifications, and or service pack announcements related to the ACS and VMS within forty-eight (48) hours of their release.

- The Firm shall evaluate all such notices and notify OCTA, via email, of any known Operating System patches or upgrades that may impact the ACS's or VMS's operability and compatibility.
- The Firm shall provide software updates/upgrades and keep software at current, but no more than two versions behind, to enhance system performance.
- Where applicable, the Firm shall test and validate any software recommendations or updates, prior to installation on OCTA's Security System to ensure minimal service down time.
- The Firm shall have recovery methods in place prior to any upgrade, update, and/or patch. The Firm shall return all Security Systems to the original operating state that existed prior to the application of the upgrade, update, and or patch.
- The Firm will ensure all systems are returned to operational status

13. TRAINING REQUIREMENTS

- The Firm shall provide training for the Project Manager after installing any system upgrades, updates, equipment, devices, and/or software.
- At any such training session, the Firm shall satisfactorily answer all questions related to

system upgrades, updates, equipment, or device, and/or software installations.

14. PAYMENT/BILLING REQUIREMENTS

- a. The Firm shall submit all invoices as and when required.
- b. The Firm is responsible for the accuracy of all invoices.
- c. The Firm shall track all billable service activities and submit to the OCTA PM a quarterly service work summary report.
- d. The service work summary report shall include the following information:
 - e. Date and time of service calls
 - f. Service numbers
 - g. Diagnoses and solutions
 - h. Travel distances
 - i. Times in and out
 - j. Associated invoice numbers
- k. Monthly Invoice Packets:
 - i. The Firm shall invoice OCTA once per month
 - ii. Each Monthly Invoice Packet is due to OCTA within the first week of each month, covering the previous month's invoices (i.e., first week of February for January, etc.)
 - iii. Each Monthly Invoice Packet shall include:
 - a) A monthly progress report detailing:
 - All work completed during the month
 - The total amount billed for the month
 - The total number of labor hours billed for the month, organized by type
 - Any work or projects begun, but not completed, during the month
 - The Firm Account Manager's wet or certified digital signature
 - Any other information OCTA requests
 - b) Each invoice submitted for the month
 - Each invoice must include all contents required under Article 5(C)

15. CUSTOMER SATISFACTION GUARANTEE REQUIREMENTS

- a. The Scope of Work defines the minimum level of service frequency deemed acceptable. The AUTHORITY expects the Firm will schedule its operations to meet or exceed these requirements.
- b. The Firm shall ensure all service level agreements remain in place and active.

16. GUIDELINES FOR WORKING ON OCTA PROPERTY

These guidelines are subject to revision and modification at any time. OCTA will notify the

Firm of any modifications.

- a) Employees, contractors, vendors, and customers occupy OCTA locations at all times throughout the year. The Firm shall consider this when coordinating work to minimize business disruption.
- b) The Firm shall coordinate with OCTA at each location prior to off- loading tools, parts, or other equipment.
- c) OCTA will not reimburse or pay the Firm for any parking costs or related fees.
- d) The Firm shall not use restrooms to clean tools or other equipment.
- e) The Firm is responsible to provide and update a list of primary support personnel tasked with performing any work on OCTA properties. The Firm shall comply with all security and/or emergency preparedness measures which OCTA may require.
- f) The Firm shall make prior arrangements with OCTA for access to buildings and other location(s) prior to performing any work.
- g) For security purposes, the Firm shall not allow any unauthorized visitors into the Firm's work areas, nor open doors to provide such person(s) access into the work area. As Firm technicians go through doors, they are must securely pull them closed. Technicians shall not "piggyback" when entering secured OCTA spaces/areas.
- h) At the end of each day and/or shift, the Firm shall ensure work areas are free of all tools, trash, material packaging, and any other discarded items.
- i) The Firm shall remove and properly dispose of all trash.
- j) Should the Firm temporarily move office furniture or desk items, it shall replace them to their original state upon concluding its work.
- k) The Firm shall keep all work areas clean and free of construction debris.
- l) Technicians must use caution when removing and installing ceiling tiles. If a ceiling tile breaks, the technician must immediately inform OCTA.
- m) The Firm shall not remove furniture or chairs from any office area. The Firm must indicate any furniture moves necessary to complete the work during the job walk or pre-project planning.
- n) The Firm shall not prop open any secure doorways or gates. OCTA will provide necessary ID cards for access to any card access areas.
- o) The Firm shall not use any radio, stereo, TV, or any other multimedia related equipment while working on any OCTA property
- p) OCTA strictly prohibits smoking or vaping on any of its properties.
- q) The Firm shall not leave any of its property or equipment behind (e.g., ladders and tools) after completing a job.
- r) The Firm shall protect all OCTA buildings and furnishings from damage by its operations. Within a reasonable time after notification, The Firm shall repair or replace any damage it causes. Repairs and/or replacements shall be equal to the original in all respects. If repair or replacement is not possible, OCTA shall determine the cash value. OCTA shall

either invoice the Firm for said value or deduct it from the Firm's invoice, at OCTA's discretion.

17. OCTA SAFETY RULES

- a. The Firm shall be solely responsible for compliance with all health and safety regulations, performing the work in a safe and competent manner, and shall use industry standard procedures in the execution of the work as outlined in this Scope of Work.
- b. The Firm and its employees must comply with OCTA's personal protective equipment policy and follow OCTA's yard safety rules while performing work at any OCTA facility. The Firm shall supply orange safety vests to its employees to comply with OCTA safety rules. Please refer to the OCTA's Level 2 Safety Specifications included in Exhibit D of this RFP.
- c. The Firm's employees shall refrain from using cellular phones while walking in OCTA bus yards or employee parking lots.

18. FLEET REVIEW REQUIREMENTS

- a. The Firm's company vehicles shall be appropriately marked with the company's name and logo.
- b. The Firm must ensure that company vehicles are appropriately stocked with necessary equipment to respond to service calls at OCTA.
- c. The Firm will be required to satisfy OCTA's maintenance requirements and work procedures in an effort to validate their operational effectiveness and improve process delivery if necessary. The objective of this process is to provide OCTA with the best maintenance possible of its Security System throughout their operational service life.

EXHIBIT A - ATTACHMENT A

EXISTING OCTA ACCESS CONTROL SYSTEM (ACS)

I. Access Control System – Lenel

1. Administrative Building – 600 South Main Street, Orange, California 1 – Windows 2012 r2 server (virtual server)
 - 1 – Lenel OnGuard Professional, version 7.4.457.325
 - 80 – HID pivCLASS RP40-H card readers
 - 63 – Lenel LNL-2220 (one is an elevator control panel) 12 – 12-volt Altronix power supplies
 - 24 – 12VDC Sealed Lead Acid Batteries 12 – 24-volt power supplies
 - 24 – 24VDC Sealed Lead Acid Batteries
 - 13 – Camden CM-700 Pull Stations (Emergency Door Release)
 - 1 – Visonic WT-101A Wireless Remote Door Release and receiver component
 - 1 – Visonic WT-102 Wireless Remote Door Release/Panic Button and receiver component 10 – Alarm Inputs 56 – Alarm outputs
 - 8 – I/O local linkage functions
2. Conference Center Building – 550 South Main Street, Orange, California 10 – HID pivCLASS RP40-H card readers
 - 6 – Lenel LNL-2220
 - 2 – Alarm Inputs 4 – Alarm Outputs 1 – I/O local linkage functions
3. Anaheim Base – 1717 East Via Burton, Anaheim, California 25 - HID pivCLASS RP40-H card readers
 - 14 – Lenel LNL-2220
 - 2 – Alarm Inputs
 - 2 – I/O local linkage functions
4. Construction Circle Base – 16281 West Construction Circle, Irvine, California 22 - HID pivCLASS RP40-H card readers
 - 1 – Lenel LNL-2220
 - 15 – Alarm Inputs 1 – Alarm Output 15 – I/O local linkage functions
5. Garden Grove Base, Annex, and OCTAP Building – 11800/11903/11911 Woodbury Road, Garden Grove, California
 - 60 – HID pivCLASS RP40-H card readers 30 – Lenel LNL-2220 12 – Alarm Inputs
 - 12 – I/O local linkage functions 1 – Zenitel IP intercom

- 1 – Grandstream IP Phone 1 – Zenitel IP Phone
6. Sand Canyon Base – 6671 Marine Way and 14736 Sand Canyon Road, Irvine, California
- 23 - HID pivCLASS RP40-H card readers 12 – Lenel LNL-2220 27 – Alarm Inputs
7. Santa Ana Base – 4301 MacArthur Boulevard, Santa Ana, California 19 – HID pivCLASS RP40-H card readers
- 10 – Lenel LNL-2220
- 1– Lenel LNL – X2220
- 1– Alarm inputs
- 26 – I/O local linkage functions 1 – Zenitel IP intercom 1 – Zenitel IP Phone

II. License Information

1 – FormsDesigner Application 5 – Credential center 5 – ID badge designer 12 – Image Capture 12 – ID Printing 5 – Visitor Management Application 6 – Mobile clients 19 – System Administration Application 15 – Alarm Monitoring Application 1 – MapDesigner Application 384 – Maximum Number of Local Readers 12 – Client stations

III. ID card formats

8 – ID card formats Cardholder count – 5700

IV. Electric Locking mechanisms and ancillary equipment

- Electric locks vary from locations and include Electric Strike/Lock - Sargent lock body 24V - #8170, Schlage, H.E.S. and others.
- Solenoids for Electric Strikes
- Request to Exit (REX) devices
- Various types of pedestrian gates and doors

EXHIBIT A - ATTACHMENT B
EXISTING VIDEO MANAGEMENT SYSTEM (VMS)

1. VIDEO MANAGEMENT SYSTEM – MILESTONE

A. Administrative Building – 600 South Main Street, Orange, California

1 – Windows 2012 r2 master server Master server service modules:

- Mobile
- Data collector
- Event
- Management
- 15 IP cameras recording for the 600 building
- 5 Windows 10 client machines

B. Conference Center Building – 550 South Main Street, Orange, California

- 18 – IP cameras

C. Anaheim Base – 1717 East Via Burton, Anaheim, California

1 – Windows 2012 r2 recording server Recording server service modules

- Data collector
- Recording
- 24 IP cameras
- 4 Windows 10 client machines

D. Construction Circle Base – 16281 West Construction Circle, Irvine, California

1 – Windows 2012 r2 recording server Recording server service modules

- Data collector
- Recording
- 28 IP cameras
- 4 Windows 10 client machines

E. Garden Grove Base, Annex, and OCTAP Building – 11800/11903/11911 Woodbury Road, Garden Grove, California

1 – Windows 2012 r2 recording server Milestone recording service modules

- Data collector
- Recording
- 105 IP cameras
- 4 Windows 10 client machines

F. Sand Canyon Base – 6671 Marine Way and 14736 Sand Canyon Road, Irvine, California

1 – Windows 2012 r2 recording server Milestone service modules

- Data collector
- Recording
- 45 IP cameras
- 4 Windows 10 client machines

G. Santa Ana Base – 4301 MacArthur Boulevard, Santa Ana, California

1 – Windows 2012 r2 recording server Milestone service modules

- Data collector
- Recording
- 45 IP cameras
- 6 Windows 10 client machines

EXHIBIT A - ATTACHMENT C

OCTA LOCATIONS

Item	Building Description	Address
1	Administrative Building	600 South Main Street, Orange, California, 92868
2	Anaheim Base	1717 East Via Burton, Anaheim, California, 92805
3	Conference Center Building	550 South Main Street, Orange, California, 92868
4	Construction Circle Base	16281 West Construction Circle, Irvine, California, 92606
5	Garden Grove Base, Annex, and OCTAP Building	11800/11903/11911 Woodbury Road, Garden Grove, California, 92843
6	Sand Canyon Base	6671 Marine Way and 14736 Sand Canyon Road, Irvine, California, 92618
7	Santa Ana Base	4301 MacArthur Boulevard, Santa Ana, California, 92626

EXHIBIT B: PRICE SUMMARY SHEET

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 2-2893

Enter below the proposed price for each of the work phases described in the Scope of Work, Exhibit A. Prices shall be fully burdened hourly hour rates to include direct costs, indirect costs, and profits. The Authority's intention is to award a time-and-expense price contract.

1. SCHEDULE I --- HOURLY RATE SCHEDULE MAINTENANCE/INSTALLATION SERVICES

Hours Of Operation	Effective thru 01/31/2024 Hourly Rates
Normal Business Hours: Monday-Friday, 7:00am-6:00pm	\$ _____
After Hours: Monday-Friday, 6:00pm-7:00am	\$ _____
Weekends	\$ _____
Holidays	\$ _____
Emergency	\$ _____
Additional Charges	\$ _____

2. SCHEDULE II - OTHER LABOR CHARGES

DETAIL DESCRIPTION	Effective thru 01/31/2024 Hourly Rates
	\$ _____
	\$ _____
	\$ _____
	\$ _____

3. SCHEDULE III – ANNUAL PREVENTATIVE MAINTENANCE

Description	Annual
Annual Preventative Maintenance*	

*Includes labor, excludes parts requiring repair or replacement. Refer to Section V - Frequently used parts.

4. SCHEDULE IV – OTHER ANNUAL MAINTENANCE

Description	Annual
Lenel Upgrade and Support Plan	
Milestone Upgrade and Support Plan	

5. SCHEDULE V – OTHER DIRECT COSTS (ODC)

Use Schedule V for other direct costs, not included on Schedule VI-Frequently Used Items **and list any and all other applicable ODC's.** Use additional sheets if needed. (Examples may include, but not limited to Truck charges, lift rentals, and a fixed shipping rate, etc.)

Type of ODC	Quantity	Unit Rate	Budget Amount
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
<i>Additional ODC required and authorized by the Authority but not included in this Agreement, will be reimbursed either at (a) at cost OR (b) up to the applicable Current Rate listed in this Schedule IV, whichever is less.</i>			
Supporting documentation must accompany invoice.			

* **Please note the following:**

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

6. SCHEDULE VI – FREQUENTLY USED ITEMS

A. Lenel

Description	Part Number	QTY	Unit Price
Lenel Pro Support Plan, Tier-2, 257-512 readers	SUSP-PRO-TR 2	1	\$
24x20x6-5/8 Enclosure	HOFF A24N20ALP	1	\$
AL12AR NEMA1 Cylinder Lock	HOFF AL12AR	1	\$
10x10x4 Enclosure	HOFF A-10N104	1	\$
Panel Only 10x10	HOFF A-10N10P	1	\$
12x12x4 Enclosure	HOFF A12N124	1	\$
Panel Only 12x12	HOFF A12N12P	1	\$
20x20x6.62 Enclosure	HOFF A20N20ALP	1	\$
Panel Only 20x20	HOFF A20N20MP	1	\$
Back Mounting Panel 24x20	HOFF A24N20MP	1	\$
36x24x6-5/8D NMA1 Enclosure	HOFF A36N24ALP	1	\$
Panel Only 36x24	HOFF A36N24MP	1	\$
36x30x6-5/8 Enclosure	HOFF A32N30ALP	1	\$
Hoffman Back Mounting Panel 36x30	HOFF A36N30MP	1	\$
Print Pocket Large	HOFF A-DP2	1	\$
Sub for WSECCOMP-2817	B539945	1	\$
1" steel door contact white (Sub for 1078W)	184-12WG-W	1	\$
1" steel door contract gray (sub for 1078WGY)	184-12WG-G	1	\$
1" steel door contact brown (Sub for 1078WBR)	184-12WG-B	1	\$
3/4" door contact brown (Sub for 1078CBR)	180-12-B	1	\$
3/4" door contact gray (Sub for 1078CGY)	180-12-G	1	\$
3/4" door contact white (Sub for 1078CW)	180-12-W	1	\$
1003 SDC Failsafe replacement solenoid	100-3	1	\$
Schlage Electrified Lock Body L283-347 EL / L283-347 EU Electrified Chassis Lock Body Only 12V/24V	L9090LB	1	\$
Schlage L9090 Electrical Lock Body with REX L283-392 EL /L283-392 EU Electrified Chassis Lock Body Only 12V/24V	L9090LB RX	1	\$
Schlage ND80 Electrical Cylindrical Lock 12 THRU 24VDC Fail Secure EL or EU Selectable Rhodes Standard Cylinder Satin Chrome	ND80PDEU RHO 626	1	\$
ND80 Electrical Cylindrical Lock 12 THRU 24VDC Fail Secure EL or EU Selectable Rhodes Standard Cylinder Satin Chrome	ND80PDEU RHO 626 RX	1	\$
Schalge Mortise Lock, NFS, 12/24VDC, RX Single Cylinder	L9092EUP 06A 626 RX	1	\$
FOLGERADAM 310-2 3/4 Strike Body only 24VDC, .25 AMPS, Fail Secure 3/4 Inch Keeper H 310-1 (3/4) 24D	FAC0356	1	\$
Hinge, square CAT ETH4W 4.5x4.5 626 solver	CAT0008	1	\$
Panel Only 20x20	HOFF A20N20MP	1	\$
Back Mounting Panel 24x20	HOFF A24N20MP	1	\$
24VDC 3A Surge Isolater Step Down Relays	IDEC-RJ2S-CLD-D24	1	\$
Relay Base Mount	IDEC-SJ2S-05BW	1	\$
39" Din rail mounting brackets	IDEC-BNDN1000	1	\$
HID multiCLASS SE RP40	RP40	1	\$
HID multiCLASS SE RP15	RP15	1	\$
Card, Proxcard II, 125 KHz, Programmed, F-HID Logo, Back High GlossD Logo	1326LSSMV	1	\$

RFP 2-2893
EXHIBIT B

Description	Part Number	QTY	Unit Price
Card, ISOProx II, Programmed, 125K, Blank Front & Back, Sequential Matching	1386LGGMN	1	\$
Intelligent Dual Reader Controller	LNL-X2220	1	\$
Intelligent System Controller	LNL-X3300	1	\$
Single Reader Interface Module	LNL-1300-S3	1	\$
Dual Reader Interface Module	LNL-1320-S3	1	\$
Input Control Module	LNL-1100-S3	1	\$
Output Control Module	LNL-1200-S3	1	\$
Intelligent Single Door Controller	LNL-X2210	1	\$
OnGuard 32ES Server Software License	SWS-32ES	1	\$
32 Access Readers upgrade for all 32ES systems (max of 64 readers).	32ES-32RUP	1	\$
64 Access Readers upgrade for all ADV systems (max of 256 readers).	64ADV-64RUP	1	\$
OnGuard 32ES Client Software License	SWC-32ES	1	\$
LenelS2 UL Listed Power Supply	LNL-AL600ULX-4CB6	1	\$
LenelS2 UL Listed 4A, 110VAC Power Supply	LNL-AL400ULX	1	\$
PIM400-485; 16 wireless lock	PIM400-485	1	\$
Zenitel TCIV-3+: Video intercom, black with single button	TCIV-3	1	\$
Zenitel SIP station license for 1 SIP telephone	1009643001	1	\$
Altronix AL1012ULXPD16CB Power Supply/Charger,	AL1012ULXPD16CB	1	\$
Altronix AL400ULXB2 Power Supply/Charger	AL400ULXB2	1	\$
Altronix PD8 Power Distribution Module, Eight Fused Outputs up to 28VAC/VDC, Board	PD8	1	\$
Altronix AL1024ULXPD16CB Power Supply/Charger	AL1024ULXPD16CB	1	\$
Altronix AL400ULX Power Supply/Charger, Single	AL400ULX	1	\$
Altronix ALTV248UL3 CCTV Power Supply	ALTV248UL3	1	\$
Bosch DS150I Request-To-Exit Motion Sensor	DS150iTP160	1	\$
Bosch TP160 Trim Plate for Mounting Single-Gang Box Detectors, Light Gray	TP161	1	\$
LifeSafety Power A05-006-BDM Battery Disconnect Module	A05-006-BDM	1	\$
Aiphone AX-8MV Master Station for AX Series Integrated Audio/Video Security System (Black)	AX-8MV	1	\$
Honeywell Home 312 Flexible Terminal Strip, 12POS	312	1	\$
22/3P Shielded + 18/4 +22/4 + 22/2 Access Control Composite Cable, Overall Plenum Rated White Jacket	1000' feet	1	\$
Grandstream GXP2170 IP Phone	GXP2170	1	\$
Aiphone JOS-1VW Mobile-Ready Box Set with Surface-Mount Door Station	JOS-1VW	1	\$
Battery Replacement Yuasa 12v 7ah	Yuasa-NP7-12	Varies	\$
SDC 45-4SU Electric Strike 12/24VAC/DC Latch Bolt Monitor Standard 4875 In by 125 In Square Corner Faceplate Field Selectable Failsafe/Failseure Satin Stainless Steel	45-4SU	1	\$
Schlage L909x Series Electrified Mortise Lock 12/24VAC/DC	L909x	1	\$
Hightower 7550 SDC 1 1/2 CR RR Finish 626 Nova 24 VAC	7550	1	\$

B. Milestone

Description	Part Number	QTY	Unit Price
Milestone Software maintenance agreement for 310 cameras	M01-C01-121-01-6C4E28	1	\$
Axis P3375-VE Network Camera, Vandal-Resistant Outdoor Dome, 1080p	01061-001 or 930505	1	\$
Axis P5654-E 60HZ PTZ Dome Camera	01759-001 or 10036551	1	\$
Axis Q6074 60HZ PTZ Dome Camera	01968-004 or 9880177	1	\$
Axis Mounting Plate for AXIS P33 Series	5502-401 or 395987	1	\$
Axis Q6075-E 60HZ PTZ Dome Camera	01752-004 or 9872404	1	\$
Pelco IME329-1ES Sarix IME Series Vandal Resistant Mini Dome	IME329-1IS or 780978	1	\$
Axis M3086-V Dome Camera	02374-001	1	\$
Axis P3267-LVE Dome Camera	02330-001	1	\$
Axis P3265-LVE 9 mm Dome Camera	02328-001	1	\$
Axis M3068-P Network Camera	01732-004	1	\$
Axis Q3819-PVE Panoramic Camera	01819-001	1	\$
Axis M3115-LVE Network Camera	01604-001	1	\$
Axis P3265-LV Dome Camera	02327-001	1	\$
Axis P1377-LE Network Camera	01809-001	1	\$
Axis P1467-LE Bullet Camera	02341-001	1	\$
Axis P3267-LVE Dome Camera	02330-001	1	\$
Axis P3727-PLE Panoramic Camera	02218-001	1	\$
Axis Q1785-LE Network Camera	01161-001	1	\$
Axis P3265-V Dome Camera	02326-001	1	\$
Axis Q6075-E PTZ Network Camera 60Hz	01752-004	1	\$
Pelco D6230L Spectra Enhanced Series IP Dome	D6230L or 715122	1	\$
Pelco Sarix Series Camera, Enhanced, Box, PoE 1224 V / 3 MP	IXE32 or 813996	1	\$
Pelco C10-UM Universal Indoor Camera Mount (Wall, Ceiling, T-Rail) for use with IXE32	C10-UM	1	\$
Pelco IBP335-1ER 3 Megapixel Sarix Pro Long-Tele Bullet Camera, 5-50mm Lens	IBP335-1ER	1	\$
Axis T94A01D Pendant Kit for Q60 and P55 Series cameras Threaded ceiling mount	5502-431 or or 395269	1	\$
Pelco PP450 Parapet Mount Adapter	PP450	1	\$
Vercity OUTREACH Lite XT, External version, POE-Powered LAN extender (no POE out), IP66	VOR-ORL-XT or 455297	1	\$
AXIS T8125 AC 24V 60W Midspan	5900-251	1	\$
Axis T8120 15W Midspan	5026-204 or 483207	1	\$

NOTE:

Other Lenel and Milestone parts not listed under Schedule VI that are required and authorized by the AUTHORITY but not included in this Agreement will be reimbursed at a retail discount of _____. OCTA reserves the right to accept or reject retail discount.

Supporting documentation must accompany invoice.

FIRM ACKNOWLEDGMENT:

The undersigned, upon acceptance, agrees to provide the service in accordance with the terms, conditions, and requirements as contained in RFP 2-2893 and the supporting documents for all prices proposed.

1. I acknowledge receipt of **RFP 2-2893** and Addenda _____.
2. This offer shall remain firm for _____ days from the date of proposal.
(Minimum of 120)

Please type in your Firm's information below:

COMPANY NAME	_____
FULL ADDRESS	_____
TELEPHONE NO	_____
EMAIL ADDRESS	_____
SIGNATURE OF PERSON AUTHORIZED TO BIND OFFEROR	_____
NAME AND TITLE	_____
DATE SIGNED	_____

EXHIBIT C: PROPOSED AGREEMENT

PROPOSED AGREEMENT NO. C-2-2893

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective this _____ day of _____, 2023 ("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 "AUTHORITY"), and , , , (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONSULTANT to provide security system services and maintenance of the AUTHORITY's Lenel and Milestone Security Systems; and

WHEREAS, said work cannot be performed by the regular employees of AUTHORITY; and

WHEREAS, CONSULTANT has represented that it has the requisite personnel and experience, and is capable of performing such services; and

WHEREAS, CONSULTANT wishes to perform these services;

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and CONSULTANT as follows:

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of this Agreement between AUTHORITY and CONSULTANT and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

B. AUTHORITY's failure to insist in any one or more instances upon CONSULTANT's performance of any terms or conditions of this Agreement shall not be construed as a waiver or

EXHIBIT C

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

6 **ARTICLE 2. AUTHORITY DESIGNEE**

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

9 **ARTICLE 3. SCOPE OF WORK**

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

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

16 **Names**

Functions

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

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

4 **ARTICLE 4. TERM OF AGREEMENT**

5 This Agreement shall commence upon execution by both parties and shall continue in full force
6 and effect through January 31, 2024, unless earlier terminated or extended as provided in this
7 Agreement.

8 **ARTICLE 5. PAYMENT**

9 A. CONSULTANT's full and complete performance of its obligations under this Agreement and
10 subject to the maximum cumulative payment obligation provisions set forth in Article 6, AUTHORITY shall
11 pay CONSULTANT on a time-and-expense basis in accordance with the following provisions.

12 B. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to
13 the work actually completed by CONSULTANT. Work completed shall be documented in a monthly
14 progress report prepared by CONSULTANT, which shall accompany each invoice submitted by
15 CONSULTANT. AUTHORITY shall pay CONSULTANT at the hourly labor rates specified in EXHIBIT B,
16 entitled "Price Summary Sheet," which is attached to and by this reference, incorporated in and made a
17 part of this Agreement. These rates shall remain fixed for the term of this Agreement and are
18 acknowledged to include CONSULTANT's overhead costs, general costs, administrative costs, and
19 profit. CONSULTANT shall also furnish such other information as may be requested by AUTHORITY to
20 substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full
21 payment until such time as CONSULTANT has documented to AUTHORITY's satisfaction that
22 CONSULTANT has fully completed all work required. AUTHORITY's payment in full shall constitute
23 AUTHORITY's final acceptance of CONSULTANT's work.

24 C. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in
25 duplicate to AUTHORITY's Accounts Payable office. CONSULTANT may also submit invoices
26 electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net. Each invoice

EXHIBIT C

shall be accompanied by the monthly progress report specified in paragraph B of this Article. AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the following information:

1. Agreement No. C-2-2893;
2. Specify the effort for which the payment is being requested;
3. The time period covered by the invoice;
4. Labor (staff name, hours charged, hourly billing rate, current charges, and cumulative charges) performed during the billing period;
5. Total monthly invoice (including project-to-date cumulative invoice amount);
6. Itemized expenses including support documentation incurred during the billing period;
7. Monthly Progress Report;
8. Certification signed by the CONSULTANT or his/her designated alternate that a) The invoice is a true, complete, and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete, and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which CONSULTANT intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.
9. Any other information as agreed or requested by AUTHORITY to substantiate the validity of an invoice

ARTICLE 6. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CONSULTANT mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for CONSULTANT's profit) shall be Eighty-Two Thousand Dollars (\$82,000.00) which shall include all amounts payable to CONSULTANT for its subcontracts, leases, materials, and costs arising from, or due to termination of, this Agreement.

ARTICLE 7. NOTICES

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

To CONSULTANT: (TBD)

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Yarida Guzman

Title:

Title: Senior Contract Administrator

Phone:

Phone: (714) 560 - 5077

Email:

Email: yguzman@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

ARTICLE 9. INSURANCE

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

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

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

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

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

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

6. Cyber Liability with minimum limits of \$1,000,000.00 per claim.

B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy blanket additional insured endorsement, designating the AUTHORITY, its officers, directors and employees as additional insureds on general liability and automobile liability, as required by Agreement. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of the Agreement and prior to commencement of any work. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies or review all related insurance policies, in response to a related loss.

C. CONSULTANT shall include on the face of the certificate of insurance the Agreement Number C-2-2893 and, the Senior Contract Administrator's Name, Yarida Guzman.

EXHIBIT C

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

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

8 **ARTICLE 10. ORDER OF PRECEDENCE**

9 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
10 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 2-2893;
11 (3) CONSULTANT's proposal dated _____; (4) all other documents, if any, cited herein or
12 incorporated by reference.

13 **ARTICLE 11. CHANGES**

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

22 **ARTICLE 12. DISPUTES**

23 A. Except as otherwise provided in this Agreement, when a dispute arises between
24 CONSULTANT and AUTHORITY, the project managers shall meet to resolve the issue. If project
25 managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of Contracts
26 Administration and Materials Management (Camm), who shall reduce the decision to writing and mail or

EXHIBIT C

1 otherwise furnish a copy thereof to CONSULTANT. The decision of the Director, CAMM, shall be the
2 final and conclusive administrative decision.

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

8 **ARTICLE 13. TERMINATION**

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

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

24 **ARTICLE 14. INDEMNIFICATION**

25 CONSULTANT shall indemnify, defend and hold harmless AUTHORITY, its
26 officers, directors, employees and agents (indemnities) from and against any and all claims (including

EXHIBIT C

attorneys' fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by CONSULTANT, its officers, directors, employees, agents, subconsultants or suppliers in connection with or arising out of the performance of this Agreement.

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

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

Subcontractor Name/Addresses

Subcontractor Function

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

CONSULTANT shall provide AUTHORITY, or other agents of AUTHORITY, such access to CONSULTANT's accounting books, records, payroll documents and facilities, as AUTHORITY deems necessary. CONSULTANT 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 CONSULTANT's performance hereunder and for a period of four (4)

1 years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records
2 directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 15
3 of this Agreement. CONSULTANT shall permit any of the foregoing parties to reproduce documents
4 by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

5 **ARTICLE 17. CONFLICT OF INTEREST**

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

14 **ARTICLE 18. CODE OF CONDUCT**

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

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

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

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

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

ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 22. PROHIBITED INTERESTS

CONSULTANT covenants that, for the term of this Agreement, no director, member, officer or employee of AUTHORITY 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.

ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS

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

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

1 any professional publication, magazine, trade paper, newspaper, seminar or other medium without the
2 express written consent of AUTHORITY.

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

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

9 A. In lieu of any other warranty by AUTHORITY or CONSULTANT against patent or copyright
10 infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim
11 or suit against AUTHORITY on account of any allegation that any item furnished under this Agreement
12 or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any
13 presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages
14 finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of
15 the suit or claim and given authority, information and assistance at CONSULTANT's expense for the
16 defense of same. However, CONSULTANT will not indemnify AUTHORITY if the suit or claim results
17 from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form infringes
18 upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination
19 with other material not provided by CONSULTANT when such use in combination infringes upon an
20 existing U.S. letters patent or copyright.

21 B. CONSULTANT shall have sole control of the defense of any such claim or suit and all
22 negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify AUTHORITY
23 under any settlement made without CONSULTANT's consent or in the event AUTHORITY fails to
24 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at
25 CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim,
26 CONSULTANT, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell

1 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and
2 copyright indemnity thereto.

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

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

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

19 **ARTICLE 26. FORCE MAJEURE**

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

ARTICLE 27. HEALTH AND SAFETY REQUIREMENT

CONSULTANT shall comply with all the requirements set forth in Exhibit E, Level 2 Safety Specifications.

ARTICLE 28. GENERAL WAGE RATES

A. CONSULTANT warrants that all mechanics, laborers, journeypersons, workpersons, craftspersons or apprentices employed by CONSULTANT or subcontractor at any tier for any work hereunder, shall be paid unconditionally and not less than once a week and without any subsequent deduction or rebate on any account (except such payroll deductions as are permitted or required by federal, state or local law, regulation or ordinance), the full amounts due at the time of payment, computed at a wage rate and per diem rate not less than the aggregate of this highest of the two basic hourly rates and rates of payments, contributions or costs for any fringe benefits contained in the current general prevailing wage rate(s) and pr diem rate(s), established by the Director of the Department of Industrial Relations of the State of California, (as set forth in the Labor Code of the State of California, commencing at Section 1770 et. seq.), or as established by the Secretary of Labor (as set forth in Davis-Bacon Act, 40 U.S.C. 267a, et. Seq.), regardless of any contractual relationship which may be alleged to exist between CONSULTANT or subcontractor and their respective mechanics, laborers, journeypersons, workpersons, craftspersons or apprentices. Copies of the current General Prevailing Wage Determinations and per Diem Rates are on file at AUTHORITY's offices and will be made available to CONSULTANT upon request. CONSULTANT shall post a copy thereof at each job site at which work hereunder is performed.

B. In addition to the foregoing, CONSULTANT agrees to comply with all other provisions of the Labor Code of the State of California, which is incorporated herein by reference, pertaining to workers performing work hereunder including, but not limited to, those provisions for work hours, payroll records and apprenticeships employment and regulation program. CONSULTANT agrees to insert or cause to be inserted the preceding clause in all subcontracts which provide for workers to perform work hereunder regardless of the subcontractor tier.

/

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ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

APPROVED AS TO FORM:

James M. Donich
General Counsel

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

EXHIBIT E: SAFETY SPECIFICATIONS

LEVEL 2 STANDARD 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, and bus yard safety rules as well as all federal, state, and local regulations pertaining to scope of work 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 reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

C. INJURY AND 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.

D. 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.

E. HAZARD COMMUNICATION PROGRAM

- 1. 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 products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- 2. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

F. STORM WATER POLLUTION PREVENTION PLAN

1. 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.

G. DESIGNATED HEALTH, SAFETY, ENVIRONMENTAL (HSE) REPRESENTATIVE

1. 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.
2. 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, and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.
3. The Contractor's HSE Representative is subject to acceptance by the Authority Project Manager, and the HSEC Department. All contact information of the HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager, upon request, within 72 hours.
4. The Contractor's HSE Representative shall hold a current certification from the Board of Certified Safety Professionals (BCSP) and have five years of demonstrated construction/scope experience enforcing HSE compliance on construction, industrial or similar project scopes. The designated HSE Representative shall participate in any required HSE related submittals. The Authority reserves the right to allow for an exception and to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.
5. Competent Individual means an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and/or property, and who has authorization to take prompt corrective measures to eliminate them.
6. Qualified Individual means an individual who by possession of a recognized degree, certificate, certification or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the Project.

H. SCOPE PLANNING

Prior to any scope work activity or task, the Contractor shall evaluate the hazards of the scope of work and the work environment to ensure proper control measures are identified for employee public and property protection measures to prevent incidents. This evaluation shall be implemented by developing a written site specific Job Hazard Analysis (JHA) or similar tool designed for planning the work to prevent incidents. The plan shall be provided to the Authority's Project Manager, upon request, within 72 hours.

I. ORIENTATION

1. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation at a minimum shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 or 3 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.
2. Copies of orientation documents shall be provided to the Authority Project Manager within 72 hours upon request.

J. TRAFFIC & PARKING

The Contractor shall ensure that all Contractor vehicles, including those of their subcontractors, suppliers, vendors and employees are parked in designated parking areas, personal vehicles shall be parked in the employee parking lot, work vehicles required in the maintenance area of a bus base shall be identified by company name and/or logo, covered by the company insurance, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots. Vehicles without appropriate company name and logo are considered personal vehicles and not allowed in the maintenance area of the bus base.

K. GENERAL PROVISIONS

1. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.
2. The Contractor shall immediately notify the Authority's Project Manager whenever local, state or federal regulatory agency personnel are identified as being onsite.

3. The Authority HSEC 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 pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
4. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its subcontractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.
5. The Contractor shall instruct all its employees, and all associated subcontractors under contract with the Contractor who work on Authority property in the recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.
6. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, and each Contractor is encouraged to exceed minimum requirements. When the Contractor safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of the public and workers.

1.2 ENVIRONMENTAL REQUIREMENTS

- A. The Contractor shall comply with Federal, State, county, municipal, and other local laws and regulations pertaining to the environment, including noise, aesthetics, air quality, water quality, contaminated soils, hazardous waste, storm water, and resources of archaeological significance. Expense of compliance with these laws and regulations is considered included in the agreement. Contractor shall provide water used for dust control, or for pre-wetting areas to be paved, as required; no payment will be made by OCTA for this water.
- B. The Contractor shall prevent pollution of storm drains, rivers, streams, irrigation ditches, and reservoirs with sediment or other harmful materials. Fuels, oils, bitumen, calcium chloride, cement, or other contaminants that would contribute to water pollution shall not be dumped into or placed where they will leach into storm drains, rivers, streams, irrigation ditches, or reservoirs. If operating equipment in streambeds or in and around open waters, protect the quality of ground water, wetlands, and surface waters.
- C. The Contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the duration of the contract. Contractor shall comply with applicable NPDES permits and Storm Water Pollution Prevention Plan (SWPPP) requirements.

- D. Contractor shall comply with all applicable EPA, Cal EPA, Cal Recycle, DTSC, SCAQMD, local, state, county and city standards, rules and regulations for hazardous and special waste handling, recycling and/ disposal. At a minimum, Contractor shall ensure compliance where applicable with SCAQMD Rule 1166, CCR Title 8, Section 5192, 29 CFR Subpart 1910.120, 49 CFR Part 172, Subpart H, 40 CFR Subpart 265.16 and CCR Title 22 Section 6625.16. Contractor shall provide OCTA a schedule of all hazardous waste and special or industrial waste disposal dates in advance of transport date. Only authorized OCTA personnel shall sign manifests for OCTA generated wastes. Contractor shall ensure that only current registered transporters are used for disposal of hazardous waste and industrial wastes. The Contractor shall obtain approval from OCTA for the disposal site locations in advance of scheduled transport date.

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 property.
- 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 a written incident investigation report shall be submitted to 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, Investigative photos of the existing conditions and area around the injury/incident scene, 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.

1.4 PERSONAL PROTECTIVE EQUIPMENT

Contractors, and all associated subcontractors, vendors and suppliers are required to provide their own personal protective equipment (PPE), including eye, head, foot, and hand protection, respirators, reflective safety vests, and all other PPE required to perform their work safely on Authority projects.

1.5 LANGUAGE REQUIREMENTS

The Contractor for safety reasons shall ensure employees that do not read, or understand English, shall have a bilingual supervisor or foreman when on the Authority property or projects.

1.6 WARNING SIGNS AND DEVICES

The Contractor shall provide signs, signals, and/or warning devices to be visible when and where a hazard exists. Signs, signals, and/or warning devices shall be removed when the hazard no longer exists.

1.7 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. Board of Certified Safety Professionals (BCSP)
- F. OCTA Yard Safety Rules

END OF SECTION

EXHIBIT F: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror:_____

RFP No.:_____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

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

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

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:
