

REQUEST FOR PROPOSALS (RFP) 4-2293

SECURITY SYSTEMS REPAIR 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:	June 4, 2024
Pre-Proposal Conference Date:	June 11, 2024
Question Submittal Date:	June 14, 2024
Proposal Submittal Date:	July 2, 2024
Interview Date:	July 24, 2024

TABLE OF CONTENTS

SECTION I: INSTRUCTIONS TO OFFERORS	1
SECTION II: PROPOSAL CONTENT	8
SECTION III: EVALUATION AND AWARD	16
EXHIBIT A: SCOPE OF WORK.....	20
EXHIBIT B: COST AND PRICE FORMS	21
EXHIBIT C: PROPOSED AGREEMENT	22
EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM	23
EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM	25
EXHIBIT F: SAFETY SPECIFICATIONS	30
EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS.....	31



June 4, 2024

NOTICE OF REQUEST FOR PROPOSALS (RFP)

(RFP): 4-2293: "SECURITY SYSTEMS REPAIR AND MAINTENANCE"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide security systems repair and maintenance services.

The budget for this project is \$480,454 for a three-year initial 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 July 2, 2024. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.

Offerors are instructed to click the upload link, select "**RFP 4-2293**" from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

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

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

To receive all further information regarding this RFP 4-2293, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Communication Equipment, Communication Systems Computer: Hardware & Software	Communication Systems Business 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 Equipment Security, Safety and Health Services	Card Access - Supplies Surveillance Systems Card Access Services Surveillance Services

A hybrid pre-proposal conference will be held on June 11, 2024 at 10:30 a.m.

For prospective Offerors who wish to join in-person/on-site, the pre-proposal conference will be held at the Authority's Administrative Office:

550 South Main Street, Orange, California, 92868
Conference Room Number 09.

Prospective Offerors who wish to join via teleconference, please join or call-in using the following credentials:

- [Join the meeting now](#)
- OR Call-in Number: 916-550-9867
- Conference ID: 401 827 581#

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

The Authority has established July 24, 2024, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held both on-site/in-person and via teleconference on June 11, 2024, at 10:30 a.m.

For prospective Offerors who wish to join in-person/on-site, the pre-proposal conference will be held at the Authority's Administrative Office, 550 South Main Street, Orange, California, 92868, in Conference Room Number 09

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

- [Join the meeting now](#)
- OR Call-in Number: 916-550-9867
- Conference ID: 401 827 581#

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

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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

D. AUTHORITY CONTACT

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

Luis Martinez, Senior Contract Administrator
Contracts Administration and Materials Management Department
Phone: 714.560. 5767
Email: lmartinez1@octa.net

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

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and received via e-mail at lmartinez1@octa.net no later than 5:00 p.m., on June 14, 2024.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 4-2293" 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 June 18, 2024. Offerors may download responses from CAMM NET at <https://cammmnet.octa.net>, or request responses be sent via email.

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

Category:

Communication Equipment,
Communication Systems

Commodity:

Communication Systems

Computer: Hardware & Software	Business 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 Equipment	Card Access - Supplies Surveillance Systems
Security, Safety and Health Services	Card Access Services Surveillance Services

Inquiries received after 5:00 p.m. on June 14, 2024 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

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

Offerors are instructed to click the upload link, select “**RFP 4-2293**” 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 time-and-expense with fully-burdened labor rates and anticipated expenses for work specified in the scope of work, included in the RFP as Exhibit A. The term of the Agreement will be for a three (3)-year initial term with two, one (1)-year option terms.

L. CONFLICT OF INTEREST

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

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

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

M. CODE OF CONDUCT

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

N. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California Public Records Act, Government Code sections 7920.000 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

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

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

O. STATEMENT OF ECONOMIC INTERESTS

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

SECTION II: PROPOSAL CONTENT

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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 Luis Martinez, Senior Contract Administrator, and must, at a minimum, contain the following:

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

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

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

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

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Firm shall demonstrate five (5) years of enterprise-level experience in access control, video management, IP intercom systems, physical security system concepts, and installations for organizations similar in type and size to OCTA.
- (5) Firm shall be an authorized Value-Added Reseller (VAR) for the security system equipment and security system software OCTA currently uses (Lenel and Milestone) or may later adopt (Genetec and Nedap.)
- (6) 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.
- (7) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (8) 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.

- (9) 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 tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) 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 (Exhibit G) must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form (Exhibit G) or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

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

4. Cost and Price Proposal

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services for 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. Campaign Contribution Disclosure Form

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

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

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

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

Offeror is required to report any campaign contributions made by the prime contractor, subconsultants, lobbyists and agents after the proposal submittal date, and up to the anticipated Board of Directors selection. The offeror shall use the campaign contribution form for any additional reporting. The forms must be submitted at least 15 calendar days prior to the Board Committee date on October 7, 2024 and sent via e-mail to the Contract Administrator.

2. Status of Past and Present Contracts Form

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

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is

true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its proposals and it should be included in only the original proposal.

3. Proposal Exceptions and/or Deviations Form

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

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

1. **Qualifications of the Firm** **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** **20%**

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

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

Reasonableness of 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 July 24, 2024, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the

evaluation committee will ask questions related to the firm's proposal and qualifications.

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

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

C. AWARD

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

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

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

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

SECURITY SYSTEMS REPAIR AND MAINTENANCE

INTRODUCTION

The Orange County Transportation Authority (OCTA) Security & Emergency Preparedness (SEP) Department seeks to contract with a firm that specializes in service, repair, maintenance, and installation of its current and any future Access Control System (ACS) and facility Video Management System (VMS) OCTA may adopt. The current systems are Lenel and Milestone, with a project underway to replace those with Genetec. Firm shall also be responsible for periodic assessments of these and other systems (e.g., IP intercom and electronic visitor management systems), provide recommendations for improvements, upgrades, and/or replacements, and for installation, maintenance, and repair of any other ACS or VMS OCTA may choose to adopt during the contract term. OCTA intends to acquire the services of a security systems integration firm that specializes in the deployment and management of strategic services, maintenance, repairs, and installation plans.

BACKGROUND

OCTA is currently using Lenel version 7.6.382.271 with six (6) users using six (6) concurrent licenses. OCTA's existing security system includes, but is 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 integrated Americans with Disabilities Act-compliant door openers. ACS uses a shared virtual Structured Query Language 2015 cluster to house the Lenel database. The ACS network traffic is on an isolated virtual local area network (LAN). **Refer to full list of ACS 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 VMS 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 Power over Ethernet switches, and a mixture of Axis/Pelco IP cameras. The VMS video traffic is on an isolated virtual LAN. **Refer to full list of VMS components as outlined in Attachment B to this Exhibit A.**

A project is underway to transition from Lenel and Milestone to Genetec.

OCTA has locations within Orange County: Headquarters and conference center currently located in the City of Orange and operational transport/maintenance bases in the cities of Anaheim, Garden Grove, Irvine, and Santa Ana. OCTA owns and operates four (4) Transportation Centers and two (2) Park & Ride lots within the county. A Mobile Surveillance Unit (or Camera Trailer) is stationed at the Garden Grove base and is deployed as needed throughout OCTA. The headquarters/conference center and each Bus Base has an ACS and VMS installed providing security for multiple assets. **Refer to Attachment C to this Exhibit A for OCTA locations.**

1. MINIMUM QUALIFICATIONS

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

- a. Firm shall demonstrate five (5) years of enterprise-level experience in access control, video management, IP intercom systems, physical security system concepts, and installations for organizations similar in type and size to OCTA.
- b. Firm shall be an authorized Value-Added Reseller (VAR) for the security system equipment and security system software OCTA currently uses (Lenel and Milestone) or may later adopt (Genetec and Nedap.)
- c. Firm shall 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.
 - i. Firm shall provide all business, occupational, or trade licenses required by code (i.e., Business, General Contractor, Electrical high/low voltage, etc.)
 - ii. Firm shall maintain all relevant certifications as current.
 - iii. If factory training is not available or required by the manufacturer, Firm shall confirm, in writing, that its technicians have performed at least five (5) installations of said security systems or components within the last two (2) years.
 - iv. Firm shall provide copies of all current and valid State of California C-10 and C-7 Contractor Licenses.
- d. Lenel System Qualifications
 - i. Firm must have the following certified employees located within fifty (50) miles of Orange, California
 - a. Lenel Certified Associate
 - b. Lenel Certified Professional
 - c. Lenel Certified Expert
 - ii. Firm shall maintain Lenel Elite Partner status.
- e. Milestone System Qualifications
 - i. Firm shall provide Milestone Certified Master Technicians, who are based within fifty (50) miles of Orange, California 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. Firm shall maintain Milestone Elite Partner status.

- f. Firm shall demonstrate comparable qualifications in, and experience with, Genetec and Nedap.

2. SERVICE LEVEL REQUIREMENTS (SLR)

- a. Firm shall provide a client-facing dashboard and/or portal for the purposes of:
 - i. Requesting service, repairs and/or maintenance
 - ii. Tracking all such requests
 - iii. Tracking contract status including both service and invoicing
 - iv. Communicating with Firm's assigned Account Manager who will serve as OCTA's single point of contact for account administration.
- b. In the event of dashboard and/or portal technical difficulties, Firm shall provide a 24/7/365 contact phone number and email address for requesting service and maintenance.
- c. OCTA has established service resolution time standards. A resolution time refers to the amount of time it takes, from the time OCTA reports a challenge to Firm until Firm responds (virtually or in-person as appropriate) and begins to resolve it.
- d. OCTA has established Security System Business Impact Levels. These impact levels, and their required service response times, are categorized as follows:
 - i. Critical Business Impact – A condition or event that has a major and adverse effect on OCTA's Security System operations.
 - a. Required response time: Within four (4) hours from the time reported. Emergency call out charge may apply.
 - ii. Urgent Business 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.
 - a. Required response time: Five (5) to six (6) hours from the time reported. Emergency call out charge may apply.
 - iii. Minimal Business 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.

 - a. Required response time: Twenty-four (24) to forty-eight (48) hours from the time reported.
 - iv. 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
 - a. Required response time: Three (3) to five (5) business days.

EXHIBIT A

- e. When the OCTA Project Manager, or designee, contacts Firm by dashboard, phone, or email for service, whether during business or non-business hours, Firm's dispatch personnel shall log and forward the following information to the appropriate Firm personnel:
 - i. OCTA Calling Party and contact information.
 - ii. Accurate technical description of the problem or request, extent of the outage (if applicable), and the equipment and location involved.
 - iii. OCTA-assigned Business Impact Level and corresponding response time standard.
- f. Firm shall outline procedure(s) for obtaining services during the following hours:
 - i. Normal business hours. OCTA defines normal business hours as: Monday – Friday, 8:00 a.m. – 5:00 p.m., except observed holidays.
 - ii. Outside normal business hours. OCTA defines outside normal business hours as: Monday – Friday, 5:01 p.m. – 7:59 a.m., and at any time during OCTA observed holidays. OCTA observes the following holidays:
 - a. New Year's Day, January 1
 - b. Memorial Day, Last Monday in May
 - c. Independence Day, July 4
 - d. Labor Day, First Monday in September
 - e. Thanksgiving, Fourth Thursday in November
 - f. Christmas, December 25
 - g. When a holiday falls on a Saturday, the previous day is observed as the holiday; when a holiday falls on a Sunday, the next day is observed as the holiday, unless otherwise designated by OCTA's CEO.
 - iii. Firm shall define its associated rate(s) of charge for both business and non-business hours and days.
- g. If Firm fails to meet any requirement of this Scope of Work, OCTA will initiate the following actions through its Contracts Administration and Materials Management (CAMM) Department:
 - i. Level I – (Three [3] instances of non-compliance within any twelve [12]-month period) – The OCTA Project Manager will provide the CAMM department with an internal memorandum detailing the noncompliance.
 - ii. Level II – (A fourth instance within a twelve [12]-month period, where Firm demonstrates noncompliance) – the CAMM Department will require Firm to submit, in writing, a remediation plan to avoid future noncompliance.
 - iii. Level III – (A fifth instance within a twelve [12]-month period, where Firm demonstrates noncompliance) – the CAMM Department will initiate formal proceedings to mitigate Firm's noncompliance.

EXHIBIT A

- h. If a part is not readily available, Firm shall provide, via the dashboard, email, or telephone, an expected estimated date for the part's arrival. If the delay is extended, Firm shall provide weekly updates via the dashboard, email, or telephone.
 - i. Once the part has arrived, Firm shall contact the OCTA Project Manager, via the portal, dashboard, email, or telephone, to update the service resolution date and time.
- j. Firm shall perform all work thoroughly and in a professional manner according to industry standards and subject to OCTA inspection and acceptance.
- k. Firm shall be responsible for and adhere to all applicable local, state, and federal laws, codes, rules, ordinances, and regulations.
- l. Firm may use certified subcontractors to perform specific portions of work where Firm is not capable of addressing the challenge internally.
 - i. Firm shall list any subcontractors in their proposal.
 - ii. Subcontractors must adhere to the same requirements and restrictions that apply to Firm.
- m. Firm must have a full-service office located within fifty (50) miles of Orange, California.

3. WORK DESCRIPTION AND REQUIREMENTS

- a. Firm shall provide an Account Manager who shall serve as the single administrative point of contact to OCTA for all services performed and other contract-related communications.
 - i. The Account Manager shall:
 - a. Serve as the single point of contact for contract interactions.
 - b. Perform or delegate administrative tasks such as processing training requests, part ordering and managing Other Direct Costs (ODCs)
 - c. Be available to the OCTA Project Manager during regular business days and hours.
 - d. Respond to all requests for service, repairs, 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 quote or invoice 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 it to OCTA.
 - g. Attend periodic meetings with the OCTA Project Manager to review contract information including but not limited to, service calls, service performance, recommended or projected updates and/or upgrades, Microsoft monthly patch schedules, etc.

EXHIBIT A

- h. Proactively review the status of the ACS, VMS, and ACS-related intercom systems annually, provide recommendations and/or feedback for upgrades, infrastructure improvements, etc., and facilitate the completion of any such recommendation which OCTA approves.
- b. When necessary, Firm shall assign a dedicated Project Manager for larger, more complex projects such as planning and/or installing and programming multiple ACS or VMS components, conducting extensive repairs and tests, or performing extensive system maintenance, updates, upgrades, transitions, and/or integration.
 - i. It is OCTA's intent that Firm does not assign a Project Manager for routine contract administrative or clerical activities such as scheduling repair and maintenance calls or facilitating box sales.
- c. Firm shall provide all tools, materials, parts, and labor required to install, program, repair, and maintain OCTA's Security Systems throughout all facilities.
- d. Firm shall provide or facilitate all Security System installation, repair, maintenance, and related services that OCTA requests. OCTA and Firm shall agree upon a Scope of Work, Project Plan, Project Schedule, and costs prior to beginning any major project.
- e. OCTA considers minor repairs to be a routine business activity and Firm shall bill these on a time-and-materials (T&M) basis.
 - i. While this contract is primarily T&M, special projects within the contract, once approved, may be quoted, scheduled, completed, and billed as firm-fixed.
- f. Firm shall provide a quote for all requested service, repairs, and box sales. Firm must receive pre-approval from the OCTA Project Manager to provide any service or perform any repairs where the total cost will exceed \$2,000.00.
- g. For all parts provided and/or installed, Firm shall provide a minimum of a one (1) year warranty or the corresponding manufacturer's warranty, whichever is greater. Firm shall warranty all labor provided through the Service category for one (1) year beginning from the time of OCTA's acceptance of full completion.
- h. Reporting Requirements:
 - i. Monthly:
 - a. Firm shall provide a Monthly Invoicing Packet to the OCTA Project Manager, via email or the portal/dashboard, no later than the first Friday of the following month.
 - The packet shall include, but may not be limited to:
 - a) A one (1)-two (2)-page report summarizing all contract-related activity during the covered month (e.g., large projects, system maintenance, number/types of service calls, whether these were remote or in person, parts sold and either provided or installed, etc.)
 - 1. The monthly summary report is required each month, whether or not there are invoices for that month.

- b) Total contract value.
 - c) Total amount billed to date.
 - d) Total amount billed during the month.
 - e) Individual invoices for approved equipment and/or services provided in the covered month.
 - 1. Each invoice in the packet must also meet the general requirements specified in the invoicing section of the Agreement.
- ii. Quarterly:
 - a. No later than the first Friday of the following calendar quarter, Firm shall provide, to the OCTA Project Manager, a financial report in the form of a spreadsheet via email or the dashboard.
 - The report shall include, but may not be limited to:
 - a) Sorted by year and by month.
 - b) Beginning total contract balance.
 - c) Beginning quarter and month contract balance.
 - d) Ending quarter and month contract balance.

4. INSTALLATION, REPAIR, AND SERVICE PROCEDURES AND REQUIREMENTS

a. Installation Procedures

- i. The OCTA Project Manager, or designee, will initiate a request with Firm to perform a site survey. Firm and the OCTA Project Manager, or designee, 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 reference number.
 - b. Project schedule, deliverables, and tasks.
 - c. Descriptive project name.
 - d. Detailed Scope of Work (inclusions and exclusions).
 - e. Itemized costs for parts and labor.
 - f. "As designed" diagram, including 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.

EXHIBIT A

- iv. The OCTA Project Manager, or designee, will provide 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, Firm shall check in with the approved on-site contact.
 - vi. Firm shall complete all work in accordance with the approved Scope of Work
 - vii. The OCTA Project Manager, or designee, will evaluate the work performed and, where necessary, provide Firm with a “punch list” of items Firm must complete in order to receive full acceptance.
 - a. Note: OCTA will not consider a project or report complete until Firm satisfactorily completes all “punch list” items or revision requests.
- b. Repair
- i. Firm shall coordinate with the OCTA Project Manager, or designee, in advance of all service visits.
 - ii. Responding technicians shall call the OCTA Project Manager, or designee, thirty (30) minutes prior to arriving for service calls. 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 for Maintenance or Operations (where applicable) before commencing any service-related work at a site.
 - iii. Firm’s technicians shall investigate all issues which the OCTA Project Manager, or designee, reports and perform the work necessary to fully resolve reported issues.
 - iv. Firm’s technician shall submit a detailed written or digital service report to the OCTA Project Manager, or designee, or the Base Manager or Assistant Base Manager (where applicable) and receive an authorized signature prior to leaving the location. 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 two (2) business days of any completed service call, whether remote or onsite, Firm shall provide a detailed service report summary to the OCTA Project Manager via email or the dashboard. This report shall include:
 - a. A unique service/work order number.
 - b. Service address and specific location at the site.
 - c. Date service provided.
 - d. Time of arrival and departure.
 - e. Parts replaced or repaired (if applicable).
 - f. Description of all services performed.
 - g. Length of the service call (in hours and minutes).
 - h. Recommendations for equipment or system improvements (if any).

c. Service

- i. Upon request, Firm shall provide all technical support services the OCTA Project Manager, or designee, requests.
- ii. Professional services shall include but not limited to:
 - a. Design and, if approved, install, and maintain physical security application infrastructure, assist with software application upgrades and support, install, and maintain hardware, and systems administration.
 - b. Upgrade software, develop and implement custom software solutions, and provide ad-hoc reporting.
 - c. Troubleshooting software and infrastructure, security systems research, analysis, and recommendations for improvement.
 - d. Other professional services requested.
 - e. Upon request, Firm shall provide ongoing technical support to OCTA staff in maintaining the Security Systems, installation projects, and repairs.

5. PREVENTATIVE MAINTENANCE REQUIREMENTS

- a. If the OCTA Project Manager requests, Firm shall perform recurring security system maintenance as described below, the first of which, if requested, Firm shall complete within ninety (90) days of contract execution. Firm shall include the T&M cost for annual and quarterly maintenance in their proposal.
 - i. It is OCTA's intent that the described annual and quarterly preventative maintenance remains an optional service, completed only if and when the OCTA Project Manager makes that request.
- b. Annual ACS preventative 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 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. 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 synchronized 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.

EXHIBIT A

- viii. Check and ensure card readers are reading ID cards 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 from databases, 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.
 - xiv. Provide OCTA with a comprehensive report of findings, actions, and recommendations within five (5) business days.
- c. Quarterly inspection and servicing of:
- i. Designated high use ACS-controlled portals such as Operations Building doors and gates at each Bus Base
 - ii. ACS components of designated automated Base security gates (where installed.)
- d. Annual VMS Preventative 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 twelve (12) months of historical data is available/retrievable from databases, and databases are operating error free.
 - viii. Complete any minor focusing adjustments or repairs.
 - ix. Return system to operational status.
 - x. Log and document test results.
 - xi. Provide OCTA with a comprehensive report of findings, actions, and recommendations within five (5) business days.
- e. Quarterly inspection and servicing of VMS components of designated automated Base security gates (where installed).
- f. Assessment of malfunctioning or inoperable IP cameras shall encompass the following tasks:
- i. Check and clean the interior/exterior camera power supply and fans.

- ii. Clean cameras lenses and housings.
 - iii. Check lenses for correct focusing and operation of auto-focus and adjust, as necessary.
 - iv. Check lenses for correct field of view and adjust as necessary.
 - v. Inspect brackets, housings, and 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 lift or bucket truck to access.
- g. Duress Protection Systems
- i. Verify that each fixed duress button generates an alarm in the Lenel and/or Genetec systems.
 - ii. Verify that each wireless duress button generates an alarm in the Lenel and/or Genetec systems. 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 of all work performed.
- h. Intrusion Systems
- i. Verify that all alarm input points are operational.
 - 1. Glass break
 - 2. Door contacts
 - 3. Motion sensors
 - ii. Verify that all input/output alarm points are operational and when appropriate, appear in the Lenel and/or Genetec Systems
 - 1. Sounders and horns
 - 2. Strobes
 - 3. 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, Firm shall notify the OCTA Project Manager, or designee, with acceptable replacement option(s) before proceeding with any work.
 - v. Provide a summary report of all work performed.
- i. Intercom/IP Intercom Systems

EXHIBIT A

- i. Schedule a time and date with the OCTA Project Manager and the approved onsite contact to perform maintenance.
- ii. Check in with approved onsite contact upon arriving at the OCTA location.
- iii. Perform the following:
 - 1. Verify that the intercom call button is functional by calling the intercom station.
 - 2. Verify that the primary station displays the video and intercom station location.
 - 3. Verify that the speakers on both ends are operational and of good sound quality during the intercom call.
 - 4. Confirm users can initiate video and voice call to intercom location from primary station.
 - 5. Where applicable, verify the communication server is operational and the sequences meet the facility's call routing expectations.
- iv. Clean all intercom station camera areas and boxes.
- v. Firm shall notify the OCTA Project Manager in writing if any equipment connected to the system requires replacement or repair.
- vi. Provide a summary report of all work performed.
- j. 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. Firm shall provide Security System maintenance reports to the OCTA Project Manager, via email or the portal/dashboard, within five (5) business days of completing the assessment.

6. REMOTE/PHYSICAL ACCESS TO OCTA SECURITY SYSTEMS RESOURCES

- a. OCTA will require Firm to provide remote and or physical support for OCTA Security Systems.
- b. Remote Access
 - i. Firm shall work with the OCTA Project Manager, or designee, on an agreed date and time to perform any Security Systems maintenance.
 - ii. Firm shall work with the OCTA Security Systems Administrator 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. Firm shall return all affected systems to operational status.
- c. Physical Access
 - i. Firm shall work with the OCTA Project Manager, or designee, on an agreed date and 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. Firm shall return all affected systems to operational status.

7. SUPPORT REQUEST REQUIREMENTS

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

8. NOTIFICATION AND TRACKING

- a. 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.
 - i. OCTA intends that Firm remain solely responsible for the inclusion of adequate inventory to cover all work indicated, described, or implied, subject to code requirements and OCTA's intent.
- b. Firm shall maintain an adequate inventory of spare parts listed in Attachment C to meet the service level requirements listed in this Scope of Work. At minimum, Firm shall maintain a stock of these specific OCTA-purchased parts in a suitable facility within fifty (50) miles of Orange, California. If a manufacturer has discontinued a part, Firm shall maintain a comparable supply of the manufacturer's recommended replacement model and provide that information to the OCTA Project Manager. Once in Firm's storage facility, OCTA reserves the right to inspect and inventory its supply of spare parts at any time during Firm's normal business hours.

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.

EXHIBIT A

- c. All Security System equipment installed or replaced shall undergo strict inspection standards. The equipment, including all contributory components, must be tested in advance.
- 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. Firm shall ship and/or store components in the original packaging.
- f. Firm shall retain all packing slips as proof of delivery.
- g. Firm shall replace parts damaged in shipping, handling, or storage with a new part at no additional cost to OCTA.
- h. Firm shall install and/or decommission all equipment, materials, and components using methods recognized as commercial best practices which pass without exception in the applicable trades. Firm shall ensure workmanship meets or exceeds these expectations.

10. SPECIAL ORDER EQUIPMENT REQUIREMENTS

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

11. SOFTWARE PATCH/UPGRADE ANNOUNCEMENTS

- a. On OCTA’s behalf, Firm shall monitor all bulletins, notifications, and/or service pack announcements related to the ACS and VMS and provide them to the OCTA Project Manager or designee within forty-eight (48) hours of release.
- b. Firm shall evaluate all such notices and notify the OCTA Project Manager, via email or the portal/dashboard, of any known operating system patches or upgrades that may impact the ACS’s or VMS’s operability and compatibility.
 - i. As of this writing, OCTA’s Information Systems (IS) department patches all ACS and VMS servers on a regular basis.
 - i. Soon, however, SEP will assume direct responsibility for server installation, maintenance, repairs, and patching and will delegate this responsibility to the awarded Firm.
 - ii. It is the intent of OCTA that Firm fully and proactively evaluate any such patch and provide recommendations before OCTA’s IS department installs it.
- c. Firm shall provide software updates/upgrades and keep all relevant software no more than two (2) versions behind the latest version available.
- d. Where applicable, Firm shall test and validate any software recommendations or updates, prior to installation on OCTA’s Security System to ensure minimal service downtime.

- e. Firm shall have recovery methods in place prior to installing any upgrade, update, and/or patch. Firm shall return all Security Systems to the original operating state that existed prior to the application of the upgrade, update, and or patch.
- f. Following any such work, Firm shall return all affected systems to operational status.

12. TRAINING REQUIREMENTS

- a. Firm shall provide training for the OCTA Project Manager and/or designee(s) after installing any system upgrades, updates, equipment, devices, and/or software.
- b. At any such training session, Firm shall satisfactorily answer all relevant questions and provide printed and electronic versions of all reference materials.

13. PAYMENT/BILLING REQUIREMENTS

- a. Firm shall invoice OCTA monthly and, in the manner required.
- b. Firm is responsible for the accuracy of all invoices.
- c. Invoices are due and payable thirty (30) days from OCTA's confirmation of receipt of complete and accurate monthly invoice packets.

14. CUSTOMER SATISFACTION GUARANTEE REQUIREMENTS

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

15. GUIDELINES FOR WORKING ON OCTA PROPERTY

These guidelines are subject to revision and modification at any time. OCTA will notify Firm of any modifications made to guidelines for working on OCTA property and locations.

- a. Employees, contractors, vendors, and customers occupy OCTA locations at all times throughout the year. Firm shall consider this when coordinating work to minimize business disruption.
- b. Firm shall coordinate with OCTA at each location prior to off- loading tools, parts, or other equipment.
- c. OCTA will not reimburse Firm for any parking costs or related fees or fines.
- d. OCTA is not responsible for any loss, theft, or damage to Firm or personal equipment that may occur on OCTA owned or leased property.
- e. Firm shall not use restrooms to clean tools or other equipment.
- f. Firm shall provide and update a list of primary and support personnel tasked with performing any work on OCTA owned or leased property. Firm shall comply with all security and/or emergency preparedness measures which OCTA may require.

EXHIBIT A

- g. Firm shall make prior arrangements with the OCTA Project Manager, or designee, for access to buildings and other location(s) prior to performing any work.
- h. For security purposes, Firm shall not allow any unauthorized visitors into Firm's work areas, nor open doors to provide such person(s) access into the work area. As Firm technicians go through doors, they must securely pull them closed. Firm technicians shall not "tailgate" when entering secured OCTA spaces/areas.
- i. At the end of each day and/or shift, Firm shall ensure work areas are free of all tools, trash, material packaging, and any other discarded items.
- j. Firm shall remove and properly dispose of all trash.
- k. Firm shall not remove furniture or chairs from any office area. Firm must indicate any furniture moves necessary to complete the work during the job walk or pre-project planning.
- l. Firm shall keep all work areas clean and free of construction debris.
- m. Firm technicians must use caution when removing and installing ceiling tiles. If a ceiling tile breaks, the technician must immediately inform the OCTA Project Manager or designee.
- n. Firm shall not prop open any secure doorways or gates. OCTA will provide codes or devices for temporary access to any access-controlled areas.
- o. Firm shall not use any radio, stereo, television, or any other multimedia related equipment while working on any OCTA property/location.
- p. OCTA prohibits smoking or vaping on any of its properties/locations, except at locations specifically designated for that purpose.
- q. Firm shall not leave any of its property or equipment behind (e.g., ladders and tools) after completing a job.
- r. Firm shall protect all OCTA buildings/locations and furnishings from damage due to its operations.
 - i. Firm shall promptly notify the OCTA Project Manager of any damage caused.
 - ii. Firm shall repair or replace any damage it causes within a reasonable time. 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 Firm for said value or deduct it from Firm's invoice, at OCTA's discretion.

16. OCTA SAFETY RULES

- a. 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. Firm and its employees must comply with OCTA's Contractor Safety Management and Personal Protective Equipment policies and follow OCTA's yard safety rules while performing work at any OCTA location.

EXHIBIT A

- c. To comply with OCTA safety rules, Firm shall provide its employees with safety vests with the company name clearly displayed and Firm's employees must wear these vests at all times while on OCTA property. Please refer to the OCTA's Level 2 Safety Specifications included in Exhibit F of this RFP.
- d. Firm's employees shall refrain from using cellular phones while walking in OCTA bus yards or employee parking lots.
- e. Obey all speed limits.
- f. Obey all posted signs, signals, and markings.

17. FLEET VEHICLE REQUIREMENTS

- a. Firm must maintain current Department of Motor Vehicles registration and full insurance for any motor vehicle Firm operates on OCTA owned or leased property.
- b. Firm must maintain, in good working order, any motor vehicle it operates on OCTA owned or leased property.
- c. Firm must mark its vehicles with Firm's name and/or logo.
- d. Firm must stock its vehicles with the equipment necessary for a given service call.

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

(Subject to change)

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
- Fifteen (15) IP cameras recording for the 600 building
- Five (5) Windows 10 client machines

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

- Eighteen (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
 - Twenty-four (24) IP cameras
 - Four (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
 - Twenty-eight (28) IP cameras
 - Four (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
 - Four (4) Windows 10 client machines

F. Mobile Surveillance Unit (MSU)

- This is a self-contained, mobile, multi-camera platform mounted on a trailer. The MSU is housed at the Garden Grove Base, behind the Annex Building, and contains several cameras and other support equipment which are included in this Scope of Work, including:
 - Cameras
 - Thermal PTZ
 - PTZ1
 - PTZ2
 - LPR
 - Multi-sensor
 - Cradlepoint
 - NVR
 - Two (2) switches
 - I/O device
 - PA Speaker
 - Lighting
 - RMS
 - Panorama antenna
 - Axis camera station license

G. 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
 - Forty-five (45) IP cameras
 - Four (4) Windows 10 client machines

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

- 1 – Windows 2012 r2 recording server Milestone service modules
 - Data collector
 - Recording
 - Forty-five (45) IP cameras
 - Six (6) Windows 10 client machines

EXHIBIT A - ATTACHMENT B**OCTA LOCATIONS**

Item	Building Description	Location 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
8	Transportation Security Operations Center (TSOC)	TBD
9	OC Streetcar Maintenance and Storage Facility (MSF) and Platforms	Santa Ana/Garden Grove
10	Six (6) Transportation Centers and Park and Ride lots	Various
11	Mobile Surveillance Unit	Housed at the Garden Grove Base
12	New OCTA Headquarters	TBD

EXHIBIT A - ATTACHMENT C
OCTA SECURITY SYSTEMS SPARE EQUIPMENT LIST

Equipment	Make	Model	Quantity
Card reader	HID	HID Signo Reader 40	Three (3)
Door lock	Command Access Technologies	Mortise Lock Chassis, Electrically Unlock, Schlage, 24 Volt AC/DC 24v ML371 EU CH 24v REX RH	Two (2)
Mortise lock	Security Door Controls	ZY7500 Series	One (1)
Power supply	Altronix	ACM8, ACM8CB, etc.	One (1) of each model
Reader board	Lenel	LNL-2220	Two (2)
Input Control Module	Lenel	LNL-1100	Two (2)
Von Duprin Rim Exit device	Von Duprin	99EO	One (1)

*Firm shall recommend the latest compatible versions possible of the applicable parts.

**OCTA shall purchase these parts from Firm and store them at an OCTA-managed facility accessible to Firm.

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET**REQUEST FOR PROPOSALS (RFP) 4-2293**

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 SCHEDULES

Repair/Maintenance Technician	Fully-Burdened Hourly Rates		
	Initial Term Effective -10/31/27	First Option Term 11/1/27 – 10/31/28	Second Option Term 11/1/28 – 10/31/29
Normal Business Hours: Monday-Friday, 8:00am-5:00pm	\$ _____	\$ _____	\$ _____
After Hours: Monday-Friday, 5:01pm-7:59am	\$ _____	\$ _____	\$ _____
Weekends	\$ _____	\$ _____	\$ _____
OCTA Approved Holidays	\$ _____	\$ _____	\$ _____
Emergency	\$ _____	\$ _____	\$ _____

2. SCHEDULE II - OTHER LABOR CHARGES

Other Titles and Descriptions (e.g. "Software Engineer", "Project Manager", etc.) (Add rows if needed.)	Fully-Burdened Hourly Rates		
	Initial Term Effective - 10/31/27	First Option Term 11/1/27 – 10/31/28	Second Option Term 11/1/28 – 10/31/29
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____

3. SCHEDULE III – RECURRING PREVENTATIVE MAINTENANCE

Description	Cost		
	Initial Term Effective - 10/31/27	First Option Term 11/1/27 – 10/31/28	Second Option Term 11/1/28 – 10/31/29
Quarterly Preventative Maintenance of designated ACS, VMS, and Intercom components*	\$_____ per quarter	\$_____ per quarter	\$_____ per quarter
Annual Preventative Maintenance of all ACS, VMS, and Intercom components*	\$_____ per year	\$_____ per year	\$_____ per year

*Includes labor, excludes parts requiring replacement. Refer to Schedule VI - Frequently used items.

4. SCHEDULE IV – OTHER DIRECT COSTS (ODCs)

Use Schedule IV for other direct costs, not included on Schedule VI-Frequently Used Items **and list any and all other applicable ODCs.** Use additional sheets if needed. (Examples may include, but are not limited to truck charges, lift rentals, 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 listed in this Agreement, will be reimbursed at cost plus 10%.</i> ("At cost" is defined as the base price, excluding any profit or administrative fees.) Support documentation must accompany any such invoice.				

* **Please note the following:**

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

5. SCHEDULE VI – FREQUENTLY USED ITEMS

A. ACS

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	\$
Von Duprin Rim exit device	99EO	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	\$
Schlage 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 HID Signo Reader 40	Reader 40	1	\$
HID multiCLASS SE RP15	RP15	1	\$
Card, Proxcad II, 125 KHz, Programmed, F-HID Logo, Back High GlossD Logo	1326LSSMV	1	\$

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	\$
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. VMS

Description	Part Number	QTY	Unit Price
Milestone Software maintenance agreement for 310 cameras	M01-C01-121-01-6C4E28	1	\$
Q6100-E 60Hz Out Camera, 4X5 MP Multistream D/N	Z4-01711001	1	\$
Q6135-LE PTZ camera, IR illumination(660ft) with 32x optical zoom, Autofocus and Focus Recall. HDTV 1080p @ 60fps(1920x1080)	Z4-01959004	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 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	\$

C. Intercom

Zenitel TMIV-1+: Video intercom, black with single button	TMIV-1+	1	\$
Zenitel TCIV-3+: Video intercom, black with single button	TCIV-3	1	\$
Zenitel SIP station license for 1 SIP telephone	1009643001	1	\$

NOTE:

Other 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 _____% from MSRP. OCTA reserves the right to accept or reject retail discounts.

Supporting documentation of MSRP must accompany any such invoices.

EXHIBIT C: PROPOSED AGREEMENT

PROPOSED AGREEMENT NO. C-4-2293

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective this _____ day of _____, 2024 ("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 systems
repair and maintenance services; 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.

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.

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.

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 A. This Agreement shall commence upon execution by both parties, and shall continue in full
6 force and effect through October 31, 2027 (Initial Term), unless earlier terminated or extended as
7 provided in this Agreement.

8 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for an
9 additional twelve (12) months, commencing November 1, 2027, and continuing through
10 October 31, 2028 (First Option Term), and thereupon require CONSULTANT to continue to provide
11 services, and otherwise perform, in accordance with Exhibit A and at the rates set forth in Article 5,
12 "Payment."

13 C. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for an
14 additional twelve (12) months, commencing November 1, 2028, and continuing through
15 October 31, 2029 (Second Option Term), and thereupon require CONSULTANT to continue to provide
16 services, and otherwise perform, in accordance with Exhibit A and at the rates set forth in Article 5,
17 "Payment."

18 D. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not
19 diminish its right to terminate the Agreement for AUTHORITY's convenience or CONSULTANT's default
20 as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period
21 extending from commencement through October 31, 2029, which period encompasses the Initial Term,
22 First Option Term and Second Option Term.

23 **ARTICLE 5. PAYMENT**

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

EXHIBIT C

1 B. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to
2 the work actually completed by CONSULTANT. CONSULTANT shall not charge AUTHORITY for driving
3 time. Work completed shall be documented in a monthly progress report prepared by CONSULTANT,
4 which shall accompany each invoice submitted by CONSULTANT. AUTHORITY shall pay
5 CONSULTANT at the hourly labor rates specified in Exhibit B, entitled "Price Summary Sheet," which is
6 attached to and by this reference, incorporated in and made a part of this Agreement. These rates shall
7 remain fixed for the term of this Agreement and are acknowledged to include CONSULTANT's overhead
8 costs, general costs, administrative costs and profit. CONSULTANT shall also furnish such other
9 information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole
10 discretion, AUTHORITY may decline to make full payment until such time as CONSULTANT has
11 documented to AUTHORITY's satisfaction that CONSULTANT has fully completed all work required.
12 AUTHORITY's payment in full shall constitute AUTHORITY's final acceptance of CONSULTANT's work.

13 C. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in
14 duplicate to AUTHORITY's Accounts Payable office. CONSULTANT may also submit invoices
15 electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net. Each invoice
16 shall be accompanied by the monthly progress report specified in paragraph B of this Article.
17 AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each
18 invoice. Each invoice shall include the following information:

- 19 1. Agreement No. C-4-2293;
- 20 2. Specify the effort for which the payment is being requested;
- 21 3. The time period covered by the invoice;
- 22 4. Labor (staff name, hours charged, hourly billing rate, current charges, and
23 cumulative charges) performed during the billing period;
- 24 5. Total monthly invoice (including project-to-date cumulative invoice amount); and
- 25 6. Itemized expenses including support documentation incurred during the billing
26 period;

EXHIBIT C

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 _____ Dollars (\$_____.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 effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and addressed as follows:

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Luis Martinez

Title:

Title: Senior Contract Administrator

Phone:

Phone: (714) 560 - 5767

Email:

Email: lmartinez1@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, 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;

EXHIBIT C

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.

B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy blanket additional insured endorsement, designating 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 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 No. C-4-2293 and, the Senior Contract Administrator's Name, Luis Martinez.

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

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

ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

(1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 4-2293; (3) CONSULTANT's proposal dated _____; (4) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 11. CHANGES

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

ARTICLE 12. DISPUTES

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

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

ARTICLE 13. TERMINATION

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

1 claims against AUTHORITY under this Agreement.

2 B. In the event either Party defaults in the performance of any of their obligations under this
3 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the
4 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon
5 receipt of such notice, CONSULTANT shall immediately cease work, unless the notice from AUTHORITY
6 provides otherwise. Upon receipt of the notice from AUTHORITY, CONSULTANT shall submit an invoice
7 for work and/or services performed prior to the date of termination. AUTHORITY shall pay
8 CONSULTANT for work and/or services satisfactorily provided to the date of termination in compliance
9 with this Agreement. Thereafter, CONSULTANT shall have no further claims against AUTHORITY under
10 this Agreement. AUTHORITY shall not be liable for any claim of lost profits or damages for such
11 termination.

12 **ARTICLE 14. INDEMNIFICATION**

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

19 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

25 B. AUTHORITY hereby consents to CONSULTANT's subcontracting portions of the Scope of
26 Work to the parties identified below for the functions described in CONSULTANT's proposal.

EXHIBIT C

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

ARTICLE 17. CONFLICT OF INTEREST

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

EXHIBIT C

1 B. If AUTHORITY determines that CONSULTANT, its employees, or subconsultants are subject
2 to disclosure requirements under the Political Reform Act (Government Code section 81000 et seq.),
3 CONSULTANT and its required employees and subconsultants shall complete and file Statements of
4 Economic Interest (Form 700) with AUTHORITY's Clerk of the Board disclosing all required financial
5 interests.

6 **ARTICLE 18. CODE OF CONDUCT**

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

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

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

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

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

19 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

20 In connection with its performance under this Agreement, CONSULTANT shall not discriminate
21 against any employee or applicant for employment because of race, religion, color, sex, age or national
22 origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that
23 employees are treated during their employment, without regard to their race, religion, color, sex, age or
24 national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,
25 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other
26 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 any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.

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

/

ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT

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

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

ARTICLE 25. FINISHED AND PRELIMINARY DATA

A. All of CONSULTANT's finished technical data, including but not limited to illustrations, photographs, tapes, software, software design documents, including without limitation source code, binary code, all media, technical documentation and user documentation, photoprints and other graphic information required to be furnished under this Agreement, shall be AUTHORITY's property upon

EXHIBIT C

1 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction
2 except as elsewhere authorized in this Agreement. CONSULTANT further agrees that it shall have no
3 interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said data is subject
4 to the provisions of the Freedom of Information Act, 5 USC 552.

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

12 **ARTICLE 26. HEALTH AND SAFETY REQUIREMENT**

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

15 **ARTICLE 27. LIMITATION ON GOVERNMENTAL DECISIONS**

16 CONSULTANT shall not make, participate in making, or use its position to influence any
17 governmental decisions as defined by the Political Reform Act, Government Code section 8100 et seq.,
18 and the implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq.
19 CONSULTANT's personnel performing services under this Agreement shall not authorize or direct any
20 actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or enter into
21 any contractual agreement on behalf of AUTHORITY. In addition, CONSULTANT's personnel shall not
22 provide information, an opinion, or a recommendation for the purpose of affecting a decision without
23 significant intervening substantive review by AUTHORITY personnel, counsel, and management.

24 /

25 /

26 /

ARTICLE 28. FORCE MAJEURE

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-4-2293 to be executed as of the date of the last signature below.

CONSULTANT

By: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

Darrell E. Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By: _____

James M. Donich
General Counsel

APPROVED:

By: _____

Jennifer Bergener
Deputy Chief Executive Officer

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

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

Name

Signature

Title

Date

EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

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

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

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

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

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

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Tam Nguyen, Chair
Doug Chaffee, Vice Chair
Ashleigh Aiken, Director
Valerie Amezcua, Director
Andrew Do, Director
Jon Dumitru, Director
Jamey Federico, Director
Katrina Foley, Director
Patrick Harper, Director
Michael Hennessey, Director
Fred Jung, Director
Farrah Khan, Director
Stephanie Klopfenstein, Director
Vicente Sarmiento, Director
John Stephens, Director
Mark Tettermer, Director
Donald Wagner, Director

EXHIBIT F: 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 G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror:_____

RFP No.:_____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

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

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

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:
