

DRAFT REQUEST FOR PROPOSALS (RFP) 4-2110

REPLACEMENT OF FAREBOXES AND RELATED FARE COLLECTION EQUIPMENT



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

Key RFP Dates

Issue Date:	April 22, 2024
Pre-Proposal Conference Date:	April 30, 2024
Question Submittal Date:	May 3, 2024
Proposal Submittal Date:	June 4, 2024
Interview Date:	July 17, 2024

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April 22, 2024

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 4-2110: "REPLACEMENT OF FAREBOXES AND RELATED FARE COLLECTION EQUIPMENT"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants for the development and implementation of replacement fareboxes and related fare collection equipment for the fixed-route bus system. The budget for this effort is \$12,247,713 for a six-and-a-half (6.5) year term.

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

Proposals must be submitted electronically through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on June 4, 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 4-2110**" 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>.

To receive all further information regarding this RFP 4-2110, 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:

Fare Collection Equipment
Computer: Hardware &
Software

Professional Consulting

Commodity:

Fare Collection Equipment
Accounting / Financial Software
Business Software
Computer: Hardware &
Software
Fare Collection Consulting

A pre-proposal conference will be held both on-site/in-person and via teleconference on April 30, 2024, at 10:00 a.m.

For prospective Offerors who wish to join on-site/in-person, the pre-proposal conference will be held at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 08.

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

- [Click here to join the meeting](#)
- OR Call-in Number: 916-550-9867
- Conference ID: 615 008 725#

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

The Authority has established July 17, 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

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- [Click here to join the meeting](#)
- Call-in Number: 916-550-9867
- Conference ID: 615 008 725#

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:

Iris Deneau, Senior Contract Administrator
Contracts Administration and Materials Management Department
Phone: 714.560.5786, Fax: 888.404.6282
Email: ideneau@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no offeror, subcontractor, lobbyist or agent hired by the offeror shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (email), 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 email at ideneau@octa.net no later than 5:00 p.m. on May 3, 2024.
- b. Requests for clarifications, questions, and comments must be clearly labeled, "Written Questions RFP 4-2110," in the subject line of the email. 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 May 13, 2024. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and 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:

Fare Collection Equipment
Computer: Hardware &
Software

Professional Consulting

Commodity:

Fare Collection Equipment
Accounting / Financial Software
Business Software
Computer: Hardware &
Software

Fare Collection Consulting

Inquiries received after 5:00 p.m. on May 3, 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 June 4, 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 4-2110**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

2. Acceptance of Proposals

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

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

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

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

L. CONFLICT OF INTEREST

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

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

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

M. CODE OF CONDUCT

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

N. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

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

Public Records Act, Government Code sections 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 Clerk of the Board no later than thirty (30) days after the execution of the Agreement, annually thereafter for the duration of the Agreement, and within thirty (30) days of termination of the Agreement.

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed one hundred (100) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Iris Deneau, 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. Identify when and where the proposed system has been successfully deployed. The Offeror shall submit specific details of the project that can be verified by provided references.
- (4) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (5) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.
- (6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

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

Offeror to:

- (1) Identify key personnel proposed to perform the work 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) Include key personnel with the following minimum requirements:
 - The Project Manager shall possess at least five (5) years of demonstrable, recent (i.e., within the last ten [10] years), and extensive experience managing electronic payment system projects of similar size and scope as the OCTA project, and that include multiple points of integration with third-party systems and devices.
 - The Lead Engineer shall possess at least five (5) years demonstrable, recent (i.e., within the last ten [10] years), and extensive experience serving in a lead technical role on electronic payment system projects of similar size and scope as the OCTA project, and that include multiple points of integration with third-party systems and devices.
- (3) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager, Technical Lead, and other key personnel that includes education, experience, and applicable professional credentials.
- (4) Indicate adequacy of labor resources utilizing a table that, at a minimum, identifies the following information: a) the individual project tasks; b) specify who would perform them; and c) the number of hours anticipated for each member of the project staff.
- (5) Describe the Design Review process and explain how the offeror will work with project stakeholders to finalize the detailed system design that satisfies the requirements in the scope of work.
- (6) Describe how the Operations and Maintenance (O&M) period will be staffed and managed with respect to software maintenance activities, mobilization of as-needed resources, and the Authority's primary point of contact during this period.

Make reference to other projects that have similar O&M scope, and any lessons learned.

- (7) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (8) 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) Provide a detailed description of proposed onboard system hardware: farebox and driver control unit. For each device, describe functionality as it relates to the requirements of the Scope of Work, the communication interfaces provided, and describe the maintainability of modules and assemblies. Detail any onboard architecture including the interface with other onboard devices.
- (2) Provide a detailed description of proposed vaulting infrastructure: probing equipment, cashbox modules, collection vaults, portable data probes (PDP), and all other related revenue hardware. For each device, describe functionality as it relates to the requirements of the Scope of Work, the communication interfaces provided, and the maintainability of modules and assemblies. Detail any civil work that is required, including installation assumptions at each bus depot based on the information provided in the scope of work.
- (3) Provide a detailed description of the proposed modules of each back-office component. The description shall identify specific commercial-off-the-shelf (COTS) and proprietary components included in the proposed system. Indicate which applications and functions are already operational, and which will be developed for this project.
- (4) Describe the proposed system architecture that identifies the relationship between all proposed components in the system. Explain the interface points of each component, and the

Application Programming Interfaces (API) that will be used. Describe the approach that will meet the open architecture requirements in the Scope of Work.

- (5) Describe the various testing phases of the proposed solution. Identify the duration, proposed location, and personnel (by function or department) recommended for participation in each testing phase.
- (6) Provide a detailed plan and schedule for the farebox and vaulting infrastructure installation campaign including: overall installation approach and methodology, estimated installation schedule including contingency, number fareboxes by location to be installed and commissioned each week, quantity of spare fareboxes needed to avoid impact to revenue service, and roles/responsibilities of Contractor and OCTA.
- (7) Present the proposed project schedule, clearly identifying critical milestones to achieve system design, testing (factory, integration, acceptance), installation, and final acceptance. Identify anticipated risks in the proposed schedule and strategies to mitigate them.
- (8) Provide a list of the training courses, identifying the format (e.g., classroom, field, etc.), duration, student capacity, and recommended staff participation by function.
- (9) Identify methods that Offeror will use to ensure quality control, as well as budget and schedule control for the project.
- (10) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (11) Offeror may 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 each work task described in Exhibit A, Scope of Work.

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

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 fifteen (15) calendar days prior to the Board Committee date on October 12, 2024 and sent via email 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.

3. Proposal Exceptions and/or Deviations Form

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

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

- 1. Qualifications of the Firm 20%**
 Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience, and technical competence of subcontractors; assessment by client references.
- 2. Staffing and Project Organization 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; project management.
- 3. Work Plan 35%**
 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations; maturity of proposed onboard hardware and vaulting infrastructure; comprehensive open architecture and back office functionality.
- 4. Cost and Price 25%**
 Reasonableness of the total price, as well as the individual tasks; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established July 17, 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 Transit 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

Replacement of Fareboxes and Related Fare Collection Equipment



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1. OCTA Farebox Overview

The Orange County Transportation Authority (OCTA), herein referred to as the “OCTA,” is in the process of upgrading and enhancing its entire electronic fare payment system. As part of this comprehensive process, the OCTA is aiming to replace its farebox system with one that is more simplified and streamlined. OCTA is soliciting the services of a farebox vendor, herein referred to as the “Contractor.” Goals for the simplified farebox replacement project include:

- Simplify farebox functionality and limit payments to cash-only.
- Improve farebox monitoring and administrative tools.
- Reduce maintenance costs and have flexibility to replace/remove components efficiently.
- Provide full ownership of farebox data and access to farebox application programming interfaces (API).
- Integrate with onboard bus systems and support single sign-on functionality.
- Reuse infrastructure where possible to minimize costs/complexity.

These goals provide the basis for the functional scope detailed in the following sections.

2. Farebox System General Functionality

2.1 The primary purpose of the farebox shall be to process cash transactions for one (1)-ride fares and classify other types of boardings.

2.2 All electronic fare validation (including smartcard or mobile ticketing) shall occur separately on existing standalone fare validators.

2.3 No electronic media interfaces are needed, other than those required for maintenance or revenue operations, such as probing or single sign-on.

2.4 The farebox shall retain a customer-readable display that reflects the amount of money inserted and other messages.

2.5 Coins and bills shall be validated to reject counterfeits and slugs, while minimizing dwell times.

2.6 The farebox system shall generate real-time alerts and other issues that impact operations.

2.7 The farebox back office shall provide real-time data/reporting/administrative/monitoring capabilities.

2.8 The farebox shall interface with a Driver Control Unit (DCU) that shall provide an operator interface including the ability to tally or classify various fares.

2.9 All supporting probing and vaulting equipment shall be designed for efficiency and durability.

3. Proven Design

3.1 The farebox system to be provided by the Contractor shall be based on a service-proven or derived from a service-proven design.

3.2 The proposed farebox system shall be similar in design and construction to a model deployed and in revenue service at a minimum of one (1) transit agency.

3.3 Successfully integrated fareboxes with a hosted back office system at a minimum of one (1) transit agency.

3.4 Has achieved a level of reliability, accuracy, and availability consistent with the performance requirements in these specifications at a minimum of one (1) transit agency.

3.5 Successfully designed, manufactured, tested, installed, and acceptance within a project timeline comparable to the timeline in this specification.

3.6 Solution has been demonstrated to successfully integrate with other third-party solutions, such as an account-based fare collection system.

4. Open Architecture

4.1 The farebox system shall be based on an open architecture, which means interfaces supported by APIs are fully-owned by or accessible to OCTA. The open architecture shall provide flexibility for integration and data transfer purposes.

4.2 The open architecture shall apply to all system interfaces and transaction formats provided by the farebox system. There is a general preference for the use of open standards and cloud-based applications.

4.3 OCTA will own all data generated by the equipment, systems, and software delivered. OCTA will be able to freely access and distribute all data free of charge. OCTA will retain ownership of all data in perpetuity with no restrictions or additional cost.

4.4 All open architecture APIs, libraries, documentation, and data exchange formats shall be provided to OCTA.

5. Project Management

5.1 Contractor shall provide comprehensive project management to ensure adequate technical and administrative oversight, manage project schedule and budget, and effective communications with OCTA.

5.2 No later than twenty-one (21) calendar days following Notice to Proceed (NTP), Contractor shall participate in a project kickoff meeting to be held at OCTA offices. Contractor shall work with OCTA to assemble an agenda for the meeting that covers topics including, but not limited to:

- Review of project roles and responsibilities
- Review of Contractor's scope of work and system requirements
- Presentation of draft project schedule
- Discussion of key risks or project concerns
- Establish ongoing communications schedule and format
- Requirements review (if necessary, see Design Review section)

5.3 Contractor shall prepare a master project schedule that is to be submitted within twenty-one (21) calendar days following NTP.

5.3.1 The master project schedule shall be provided in Gantt format and show the major activities, sub-activities, milestones, and timelines required to implement the system from NTP through to Final System Acceptance.

5.3.2 The schedule shall define all required stakeholder responsibilities and activities in the timeline. All project events and/or milestones which Contractor views as the responsibility of OCTA shall be clearly identified in the schedule.

5.3.3 The master project schedule shall be updated by Contractor monthly at minimum.

5.4 Contractor shall convene regular progress review meetings such as:

5.4.1 Weekly or bi-weekly project management meetings with OCTA, depending on the stage of the project.

5.4.2 Technical and design meetings with any other relevant stakeholders as needed.

5.4.3 Executive meetings with Contractor and OCTA management staff to review progress and key risks.

5.5 Contractor shall maintain an Action Item List (AIL), which shall be submitted regularly and maintained throughout the project to track the progress against, and current status of, all open issues.

5.6 Project Team

5.6.1 Contractor shall designate responsible and experienced individuals to serve as the Project Manager (PM) and Technical Lead for the term of the contract and maintain close collaboration with OCTA. These team members shall constitute key personnel.

5.6.2 The PM shall be someone who has managed projects of similar size and complexity and who possesses full authority to direct project resources and make commercial decisions on behalf of Contractor.

5.6.3 The Technical Lead shall have served in the lead technical position on projects of similar size and complexity and who possesses a command of the technologies that will be utilized as part of the implementation and be able to make technical decisions on behalf of the Contractor.

5.6.4 An on-site representative (the PM and/or technical lead) shall be located in OCTA region during key project milestones. The on-site representative shall give OCTA at least two (2) weeks advance notice of any anticipated changes to their onsite availability.

5.6.5 OCTA will have the right to reject any changes to key personnel if Contractor is unable to demonstrate that the proposed replacement provides an equivalent or better level of experience and expertise.

6. System Security

6.1 All systems components and interfaces shall be compliant with OCTA, local, and state policies for the handling of customer Personally Identifiable Information (PII).

6.2 All data transmission between any parts or components of the system, as well as other outside servers shall be secured using Secure Socket Layers (SSL). SSL certificates shall be acquired from known and reputable certifying authorities.

6.3 Contractor's system must provide for configurable, role-based user access, so that users will only be able to access data and functionality pertaining to their respective job functions.

6.4 System security features shall be maintained and security issues shall be addressed as they arise throughout the terms of the contract. Operating system updates, software patches, bug fixes, and system enhancements to address identified security issues shall be provided.

7. Design Review

7.1 Contract Data Requirements List (CDRL) documents shall be submitted by Contractor that will contain information that identify the design details of the system and associated services. The CDRL documents shall be reviewed and approved by OCTA. Topics to be included in the CDRLs are to include, at a minimum:

- Farebox System Hardware
- Farebox System Software
- System Architecture
- API Documentation
- Configuration Management
- System Monitoring

- Data and Reporting
- Test Plan
- Training Plan
- Installation Plan
- Maintenance Plan
- Performance Measurement

7.2 Contractor shall facilitate Design Review Workshops in which project stakeholders will finalize the detailed system design that satisfies the requirements in this specification.

7.2.1 No later than thirty (30) calendar days following NTP, Contractor shall participate in a requirements review meeting with OCTA to verify expectations and clarify any outstanding questions regarding requirements. The requirements review meeting may take place during the project kickoff, or separately depending on Contractor and OCTA availability.

7.2.2 Contractor shall develop and submit the CDRLs within sixty (60) calendar days of NTP.

7.2.3 A Master Issues List (MIL) shall be created to record OCTA's review comments and will be provided to Contractor within fifteen (15) business days of receipt of the last CDRL.

7.2.4 Design Review Workshops shall be held no later than twenty (20) business days after OCTA comments to the CDRLs are submitted.

7.2.5 Design Review Workshops shall be held with key Contractor and OCTA staff at OCTA location. Each CDRL and MIL shall be discussed, and any outstanding questions or issues shall be resolved during the design review meetings where possible.

7.2.6 All issues discussed during the workshops shall be documented by Contractor. OCTA will determine the appropriate action required to close an issue.

7.2.7 If deemed necessary by OCTA, Contractor shall re-submit updated design documents for review and approval that incorporate necessary changes identified during the workshops.

7.2.8 The final design review package will be approved upon OCTA determination that all identified MIL comments and design issues have been addressed.

7.3 In lieu of CDRL submissions and Design Review Workshops, Contractor may propose live demonstrations for system components that are already developed and mature. OCTA must approve such demonstrations, where Contractor shall still record OCTA feedback for incorporation into the final design.

8. Farebox System Hardware

8.1 Requirements in this section apply to the simplified farebox and all supporting equipment including test equipment, vaulting, and probing equipment where applicable.

8.2 The simplified farebox system shall be designed to maximize longevity/performance and minimize downtime/costs.

8.3 The simplified farebox shall be designed to occupy a similar footprint/position as existing fareboxes to minimize installation/replacement costs.

8.4 Customer facing components shall be clearly identified and easy to access. Interfaces that are required for maintenance or operations (i.e. probing or single sign-on) shall not be obvious to riders.

8.5 Any cover plates (if used) shall be easily removed, replaced, or concealed, and shall not compromise the security of the farebox. Any unauthorized access to internals shall activate both audible and recorded alarms.

8.6 The farebox lid shall contain a customer-readable display that reflects customer activity and other informational messages.

8.6.1 The customer display shall consist of a backlit flat panel display that supports auto-adjust brightness and is clearly able to be read in different conditions (e.g. daytime, nighttime, and onboard glare).

8.6.2 Display information shall include the active fare, payment amount inserted, an indication showing successful base fare reached, bill/coin errors, or any feedback from the operator DCU.

8.7 Farebox components shall be constructed from durable materials and enclosures that have been proven in a transit environment.

8.7.1 Components shall be rugged and function under harsh environmental conditions including direct sunlight, moisture, dust/grit/sand/salt, humidity, electrical storms, and exposure to transit urban environment.

8.7.2 Components shall be resistant to corrosion, abrasion, scratching, impacts, vandalism, and withstand standard cleaning materials. Color and finish shall minimize reflection and will be highly resistant to fading, cracking, and peeling.

8.8 A configurable bill acceptance mechanism shall be provided.

8.8.1 The bill mechanism shall be capable of accepting all variations of US \$1, \$2, \$5, \$10, and \$20 bills in circulation. The types of accepted bills can be updated through firmware updates, which can be applied locally without sending the unit back to the manufacturer.

8.8.2 The bill mechanism shall be able to accept bills inserted in any of the four (4) possible length-wise orientations.

8.8.3 The bill mechanism shall meet an acceptance rate of at least ninety-eight percent (98%) of valid bills accepted upon initial insertion.

8.8.4 Bills shall be processed at a minimum rate of one (1) bill every two (2) seconds. Time shall be measured from the time that the bill is sensed in the bill insertion slot to the time that the farebox is prepared to accept another bill.

8.8.5 The bill mechanism shall be able to detect counterfeit bills or invalid pieces of material inserted into the bill slot.

8.8.6 The bill mechanism shall be capable of returning inserted bills when a transaction is canceled.

8.8.7 The validation sensitivity shall be adjustable, such that the OCTA can adjust between validation precision and bill acceptance rate.

8.8.8 The bill mechanism shall be secured via a lock or be contained within a lockable secure compartment and will be removable for servicing.

8.8.9 Bill mechanisms shall be able to be removed and replaced with minimal downtime without special configuration or programming.

8.9 A configurable coin acceptance mechanism shall be provided.

8.9.1 The coin mechanism shall be capable of accepting all variations of US nickels, dimes, quarters, and dollar coins. The types of accepted coins can be updated through firmware updates, which can be applied locally without sending the unit back to the manufacturer.

8.9.2 The coin insertion slot shall be sized to limit the dimensions of inserted material to the largest coin accepted. To minimize jams, the coin slot shall also be sized to prevent the simultaneous insertion of two (2) coins.

8.9.3 The coin mechanism shall meet an acceptance rate of at least ninety-eight percent (98%) of valid coins accepted upon initial insertion.

8.9.4 The validation sensitivity shall be adjustable, such that the OCTA can adjust between validation precision and coin acceptance rate.

8.9.5 The coin mechanism shall reject and return to a coin return bin unverified, counterfeit, excessively bent, and foreign coins, as well as slugs and other foreign objects.

8.9.6 The coin mechanism shall be capable of returning inserted coins when a transaction is canceled.

8.9.7 The coin mechanism shall support a "bypass" function that the operator can activate. If activated, the coin validation shall be bypassed, and the coin(s) shall drop directly to the coin vault.

8.9.8 The coin mechanism shall be secured via a lock or be contained within a lockable secure compartment and shall be removable for servicing.

8.9.9 Coin mechanisms shall be able to be removed and replaced with minimal downtime without special configuration or programming.

8.10 Farebox hardware shall be designed to minimize maintenance costs, such that preventative and scheduled maintenance can be performed without special tools or equipment.

8.10.1 Components shall be "hot swappable," or able to be replaced or swapped without special programming or configuration, and all transaction data shall not be adversely impacted.

8.10.2 The farebox hardware shall be designed to minimize installation costs, and to support a rapid transition from the current farebox to the simplified farebox.

8.11 The simplified farebox shall fully comply with all applicable American with Disabilities Act (ADA) regulations.

8.12 Farebox hardware shall function in OCTA environment including:

8.12.1 Temperature: 20 degrees F to 120 degrees F (ambient temperature).

8.12.2 Humidity: 5-95 percent relative humidity.

8.12.3 Direct sunlight, radiation loading of up to 3MJ/hr/m².

8.12.4 Direct exposure to airborne particles, dust, humidity, EMI, and water/solvents encountered in the transit operating environment and caused by general cleaning.

8.13 Contractor shall provide all cabling and hardware necessary to properly install and secure farebox components in their planned location and shall support the installation of these components.

9. Farebox Back Office

9.1 A farebox back office platform shall be provided that shall provide the following functions at minimum:

9.1.1 Administration and configuration management.

9.1.2 Real-time maintenance and monitoring.

9.1.3 Real-time transaction data and reporting.

9.1.4 Other functions as required for the daily maintenance and operations of the farebox.

9.2 "Real-time" is defined as being transmitted and processed by the back office within thirty (30) seconds, assuming that network infrastructure is operating optimally.

9.3 A web-based back office interface is preferred, with a user authentication and access control platform provided by the back office. Individual users or groups shall have access to back office modules where appropriate. All access control shall comply with OCTA security policies.

9.4 Farebox transaction data shall be transmitted to the back office and shall include the following fields at a minimum. The final list shall be determined by the OCTA.

- Transaction date and time
- Transaction type
- Transaction value
- Farebox identification (ID)
- Farebox location (vehicle location, stop ID, etc.)
- Tally, override, or classification information
- Transaction ID or Reference number

9.5 Administration and configuration management functions shall include the following at a minimum:

9.5.1 The configuration of farebox settings and basic user interface parameters.

9.5.2 The creation and modification of tariffs (including the ability to create multiple test versions).

9.5.3 Sending and applying tariff or software updates to individual fareboxes or system-wide, including the ability to push out tariff updates ahead of scheduled implementation date.

9.5.4 Storage of prior tariffs. The system should show at a minimum last tariff, current tariff, next tariff, and a test tariff (and correctly identify each version).

9.5.5 Issuance of device commands system-wide, or by location and individual device.

9.6 Real-time maintenance and monitoring functions shall include the following at a minimum:

9.6.1 Access to all farebox status and availability in a real time dashboard using graphics and text.

9.6.2 Ability to monitor cash/coin levels and alerts for cash/boxes that are full or near full.

9.6.3 Status of cash/coin boxes and vaults that need emptying or servicing.

9.6.4 Real-time performance and status monitoring for all fareboxes including module status, software version, events, and alarms.

9.6.5 Real-time performance and status monitoring for all vaulting equipment including module status, events, and alarms.

9.6.6 The monitoring tool shall automatically generate real time alerts via email or text message. The trigger and frequency of alerts shall be configurable, as well as the type of alert and distribution list.

9.7 Transaction data and reporting functions shall include the following at a minimum:

9.7.1 Providing canned or pre-defined reports, including but not limited to sales reports (detailed and summary), transaction reports (detailed and summary), financial settlement reports (itemized and summary), maintenance reports, and exception reports.

9.7.2 Reports shall be available in PDF, comma delimited, and Excel formats at a minimum.

9.7.3 Reports can be configured to run on a scheduled basis through the web interface, and automatically delivered multiple email addresses.

9.7.4 All data shall be accessible using standard SQL or equivalent query tools. All data shall be retrievable as standard reports (PDF, Excel, and other standard formats).

9.7.5 All data created by test or training hardware shall be identified as such in all reports. Test or training data shall not be reported as production fare revenue, and may be filtered out of all reports.

9.8 Contractor shall provide unrestricted API access to enable communication between the farebox and other related systems. The APIs shall enable the following functions at a minimum:

9.8.1 Onboard integration with the CAD/AVL and ITMS systems in support of vehicle status/location/errors and single sign-on.

9.8.2 Export and transfer all farebox transaction data to another data warehouse on a regular schedule (but no less than daily). All farebox transaction data shall be consolidated or integrated such that cash and farebox transactions shall be comingled in the same reports.

9.8.3 Any data integration shall use APIs or other automated feeds as necessary to minimize manual imports and/or merges.

9.9 Hosting

9.9.1 The back office shall be hosted by a third party or "cloud" hosting provider such as Amazon Web Services (AWS), Microsoft Azure, Google Cloud Platform, or equivalent provider. The hosting provider shall provide the performance, security, and redundancy to support the requirements of this specification.

9.9.2 The cloud hosting provider shall adhere to applicable OCTA IT/hosting standards.

9.9.3 All hosted data shall be protected against loss or failure at a given hosting site. The hosted solution shall be equipped with the appropriate hardware, software, and procedures to provide redundancy and recovery. Load balancing, automated failover, and data mirroring between multiple sites shall be provided as necessary.

9.9.4 Contractor shall notify OCTA immediately following discovery of system downtime, regardless of whether or not a cause has been identified. Within five (5) days of the incident, Contractor shall submit a detailed report to OCTA that contains the scope of the problem, cause, and actions taken to prevent it from occurring again.

9.10 All farebox data shall be fully compliant with OCTA policies for the handling of customer PII.

10. Farebox Revenue Infrastructure

10.1 The farebox revenue infrastructure shall include, but is not limited to:

10.1.1 Probing equipment

10.1.2 Cashbox

10.1.3 Cashbox receivers

10.1.4 Revenue collection vaults

10.1.5 Mobile collection bins

10.1.6 Portable Data Probe (PDP)

10.1.7 All other associated equipment

10.2 Revenue infrastructure includes all equipment required to ensure the secure and efficient transfer of revenue from the farebox to the revenue collection vault.

10.2.1 The design of the revenue infrastructure shall minimize risk from revenue loss and support accurate audit processes to ensure that all revenue is accounted for.

10.2.2 All revenue equipment shall include physical locks and controls that meet or exceed applicable security standards and have been proven in other transit environments. The system shall include controls to monitor the movement of revenue and identify when discrepancies occur.

10.2.3 All keys (physical and digital) shall be centrally administered to allow multiple levels of access to different components. Critical keys can be electronically limited or revoked to effectively manage staff turnover.

10.2.4 Cashboxes shall be electronically tagged such that receivers cannot accept an invalid or damaged cashbox. The status of each cashbox shall be viewable from the back office monitoring tool.

10.3 See Appendix A for a summary of existing vaulting hardware that needs to be replaced.

10.4 All vaulting and probing equipment shall be designed to be efficient and durable in outdoor transit environments.

10.4.1 All cashbox receivers, fixtures, interlocks, and moving parts shall be designed to be durable and withstand repeated insertions/removals without degradation.

10.4.2 Components shall be rugged and function under harsh environmental conditions including direct sunlight, moisture, dust/grit/sand/salt, humidity, electrical storms, and exposure to transit urban environment.

10.4.3 Components shall be resistant to corrosion, abrasion, scratching, impacts, vandalism, and withstand standard cleaning materials. Color and finish shall minimize reflection and shall be highly resistant to fading, cracking, and peeling.

10.5 The farebox probing and cashbox removal process shall be designed to be efficient and automatic.

10.5.1 Current probing requires a physical infrared probe to initiate the probing process. If possible, a probing process that minimizes manual intervention is preferred.

10.5.2 Modern methods to unlock the farebox for cashbox removal including geofencing, proximity beacons, and other contactless approaches are preferred, as long as they are secure and reliable. If a contactless method is proposed, the cashbox removal still must be timed and recorded for audit and security purposes.

10.5.3 If a probing smartcard is proposed, a contactless interface is preferred that can read existing maintenance staff IDs. See Appendix B for information on maintenance staff ID format.

10.5.4 Different events can initiate the wireless farebox data transfer if data has not already been transmitted in real-time. These include probing, bus startup, geofencing inside the garage, periodic intervals, or other configurable events. See Back Office section for real-time data reporting requirements.

10.5.5 Offline probing shall be supported such that the farebox can still be revenue serviced if the back office is not available. When the back office is back online, all data and information shall be transmitted such that no data loss occurs.

10.6 The awarded Contractor shall perform garage surveys to ensure durability and maximum useful life.

10.6.1 Contractor or subcontractor shall design revenue infrastructure to minimize civil costs and reuse existing locations, unless expressly directly otherwise.

10.6.2 For garages that require additional civil work and/or probing lanes, Contractor shall identify locations near existing buildings and other power/communications infrastructure.

10.7 A PDP shall be provided that offers the following functionality:

10.7.1 Allows maintenance/revenue staff to probe a farebox remotely with the same functionality that a fixed probing station provides.

10.7.2 The PDP form factor may be a laptop computer, tablet, or other rugged device that can operate in an outdoor environment. The hardware will be comprised of commercial off the shelf (COTS) components to the largest extent possible.

10.7.3 The PDP shall enable the removal of cash box components from the farebox and wireless transfer of farebox data. All data will be transferred from the PDP to the back office automatically as long as the PDP has the proper data connection.

10.8 Contractor shall propose revenue infrastructure that keeps operations and standards consistent across garages.

10.8.1 For those garages that have unique operations or vehicle types, Contractor shall provide standard equipment and infrastructure to minimize variability.

11. Driver Control Unit (DCU)

11.1 A DCU shall be provided that serves as the primary operator-facing interface to the farebox system.

11.2 The DCU shall be designed for efficiency and durability with a transit proven design.

11.2.1 The DCU shall include a backlit flat panel display that supports auto-adjust brightness and is clearly able to be read in different conditions (e.g. daytime, nighttime, and onboard glare).

11.2.2 The DCU shall include either a touchscreen, physical buttons, or both to support daily operator functions. If a touchscreen is proposed, it must support use with operator gloves.

11.2.3 A volume adjustable speaker shall be included that clearly plays audio results as farebox and DCU transactions are processed. The volume shall be loud enough to hear clearly in a noisy transit environment.

11.2.4 Secondary visual indicators such as LED lights may be proposed that activate alongside typical audio alerts. These will help the operator understand what fares are being processed without expressly looking at the DCU or farebox.

11.2.5 The DCU shall have a compact footprint but must be easily seen and used by the transit operator. Mounting hardware shall securely fix the DCU and must be easily adjustable to support a variety of vehicle and operator types.

11.2.6 The mounting hardware shall be secure and withstand constant vibration without shifting or loosening.

11.3 Contractor-provided DCU shall support the following functionality. Each of these functions shall be configurable.

11.3.1 Assist the operator in processing one-way cash fares.

11.3.2 Display and accumulate the dollar amount as bills and coins are inserted, until the default base fare is reached.

11.3.3 Allow the operator to process overpayments by pushing an “overpayment” or “dump” button.

11.3.4 Allow the operator to process short fares by pushing a “short fare” or “override” button.

11.3.5 Allow the operator to bypass bill/coin validation entirely by pressing a “bypass” button.

11.3.6 Ability to classify different rider classes (e.g. Senior, Youth) or to change the default fare from the Adult Fare amount to a Reduced Fare amount. The farebox must be capable of switching between the rider classes prior to or during a transaction if possible.

11.3.7 Ability to tally or classify specific information (e.g. accepted paper passes, riders from a certain category, regional transfers, etc.).

11.3.8 Allow the operator to process a single cash payment for multiple riders of the same rider class.

11.3.9 Ability to “reset” the farebox bill and coin mechanisms (process to take no longer than five [5] seconds).

11.3.10 Ability to “force” acceptance of bills and coins in the farebox (recorded as a transaction).

11.4 The DCU may interface with the CAD/AVL and other onboard systems to support single sign-on and automatic updated of faresets and route information.

11.5 If automatic single sign-on is not available, the DCU shall support manual login of operator ID and route information to enter revenue service.

11.5.1 The bus operator may tap or swipe their ID card on the DCU or farebox to initiate login. See Appendix B for information on maintenance staff ID format.

11.5.2 Alternatively, the operator may manually login by typing in the following fields on the DCU: fareset, driver ID, route, and run).

12. Onboard Integration

12.1 Contractor shall propose an onboard integration architecture that describes the interfaces among the farebox, DCU, and other onboard systems (e.g. CAD/AVL, validator).

12.1.1 The CAD/AVL shall be the master source of dispatch, vehicle ID, and bus routing information. This information shall be consistent and disseminated concurrently to all onboard devices including the farebox, DCU, and validator.

12.1.2 The DCU may transmit relevant CAD/AVL information to the farebox, depending on the interface architecture proposed.

12.1.3 The onboard integration architecture shall require approval from the OCTA, who also reserves the right to request or suggest certain interfaces that meet operational needs and performance requirements.

12.1.4 Hardwired interfaces between onboard systems shall include, but are not limited to J1708, RS232, RD485, ethernet, and USB.

12.1.5 Contractor shall provide all cabling/mounting hardware for the farebox system including DCU and farebox.

12.1.6 See Appendix C for the current onboard system architecture diagram.

12.2 Upon startup, the farebox shall automatically receive pricing and fareset updates if available.

12.2.1 After receiving the relevant information required to set the pricing and fare set, the farebox shall not require a continuous connection to operate.

12.2.2 The farebox shall automatically update to the new fareset without having to reboot upon receiving updated logon information from the CAD/AVL or ITMS system.

12.2.3 The login ID information shall be transmitted from the CAD/AVL or ITMS as appropriate. Alternatively, the operator ID may be inputted in the CAD/AVL or DCU as a backup if the ITMS is not functioning.

12.2.4 The CAD/AVL or ITMS shall use the operator ID to determine the correct route, run, direction, fareset, and other relevant data fields.

12.2.5 All relevant data fields shall be transmitted to the farebox and DCU as appropriate. The specific process for data transmission will depend on the interface architecture proposed.

12.2.6 The operator may change IDs at any time by logging out and logging in with another operator ID.

13. Testing

13.1 Contractor shall plan, perform, and document all tests required to deliver the approved final design of the integrated system. All system components and subsystems shall be tested individually and in integrated environments to ensure that they meet all technical and functional requirements.

13.1.1 Contractor shall provide all labor and materials required for system testing, including but not limited to media, payment (test cash), and all support services required to stage, inspect, and test all hardware and software being supplied.

13.1.2 All tests and inspections shall be documented by Contractor and monitored and signed off by OCTA or their representatives.

13.1.3 Contractor shall submit a Test Plan for OCTA review and approval at least thirty (30) days prior to each testing phase. The Test Plan shall include a description of each test, along with detailed test scripts to be performed as part of the test. Test scripts shall include test case setup instructions and preconditions, step-by-step instructions for performing the test, and expected results for each step.

13.1.4 Contractor shall submit a written report for each test that is performed, including copies of all data generated during the test, for OCTA review and approval. Reports shall be submitted to OCTA for review and approval within ten (10) calendar days of the completion of any test.

13.1.5 Contractor may propose an accelerated test plan that combines or abbreviates phases. OCTA has the discretion to approve alternative testing approaches.

13.1.6 Testing shall be completed in three (3) phases: Factory Testing, Integration Testing, and Acceptance Testing.

13.2 Factory Testing

13.2.1 The purpose of factory testing is to confirm that each manufactured piece of equipment meets the hardware configuration and quality requirements in this specification.

13.2.2 First Article Configuration Inspection (FACI) test to confirm that the first unit being manufactured complies with these specifications, including design configuration and drawings as approved during final design review. FACI shall occur on the first production units and will be verified and approved by OCTA prior to volume manufacturing.

13.2.3 Factory Acceptance Test (FAT) to demonstrate that the components meet the environmental and maintainability requirements contained in this specification. If Contractor has already conducted similar environmental tests on identical or nearly identical equipment, OCTA may, but is not obligated to, accept the results of those tests.

13.2.4 Production Acceptance Test (PAT) to demonstrate that each piece of equipment manufactured is operational and meets the quality requirements set by the Contractor. Contractor shall perform PAT on each system component at the point of manufacture as an integral part of their quality assurance (QA) program. OCTA reserves the right to review and/or witness the PAT procedure.

13.3 Integration Testing

13.3.1 The purpose of integration testing is to confirm that all farebox system features and back office requirements in this specification are satisfied.

13.3.2 Contractor shall complete functional tests for all devices to verify the proper performance and operation of the devices and back office components. These tests shall demonstrate all functions described in these specifications, including review of all user-accessible screens and commands.

13.3.3 System Integration Test (SIT) shall demonstrate in a laboratory environment that each of the system components and associated software furnished by Contractor meet all functional requirements.

13.3.4 SIT shall test communications and data transmission over OCTA and third-party networks, as required to complete the tests. With successful completion of SIT, all software and configuration files shall be "frozen," and Contractor shall make no changes without OCTA authorization.

13.3.5 SIT shall include a series of detailed transactions and other operations that will fully emulate a broad spectrum of usage and operating scenarios. Contractor shall provide a list of operating scenarios as part of the SIT test procedure for OCTA review and approval.

13.3.6 Upon completion of SIT and initial field installation activities, Contractor shall conduct a Field Integration Test (FIT) wherein all devices, back office systems, and all other aspects of the system are exercised in the production/field environment. The FIT shall demonstrate that the system is ready to enter the Acceptance testing phase.

13.4 Acceptance Testing

13.4.1 Following successful integration testing and initial field installations, OCTA will conduct a Pilot using a limited and controlled user population to exercise all system functions. OCTA will determine how many devices and what users will participate in the Pilot in coordination with Contractor.

13.4.2 All test data shall be purged from the system prior to the start of the Pilot.

13.4.3 When the Pilot is complete, Contractor shall commence the System Acceptance Test (SAT), which will verify that the farebox system meets the functional requirements.

13.4.4 SAT shall be performed in the production environment with all components, subsystems, and networks completely operational, online, and in service.

13.4.5 SAT shall last at least thirty (30) days in which all system components shall meet or exceed all requirements. A SAT test plan shall describe how Contractor shall measure and report on performance requirements.

13.4.6 The successful completion of SAT shall indicate Final Acceptance and designate the beginning of revenue service and the start of the warranty term. Achievement of Final Acceptance shall be based upon the successful completion of SAT and delivery of all required work, equipment, and documentation. Final Acceptance is subject to written approval from OCTA.

14. Training

14.1 Contractor shall provide comprehensive training to educate OCTA personnel on all details of the farebox system, enabling them to properly operate, service, and maintain the system and each of its components throughout its useful life.

14.2 Contractor shall develop and submit a training plan that documents the training program and each course to be delivered.

14.3 The training courses shall include the following topics at minimum:

14.3.1 Field Maintenance and Servicing

14.3.2 Configuration and Administration

14.3.3 Operations and Monitoring

14.3.4 Accounting

14.3.5 Reporting and Query Customization

14.3.6 Customer Service Training

14.4 Contractor shall develop and deliver training courses that provide OCTA training instructors with the necessary instruction and materials to deliver system training independently. This “Train the Trainer” approach will enable OCTA to train in the future without additional Contractor support.

14.5 In addition to training materials and instruction, Contractor shall provide instruction manuals on how to manage, operate, and maintain the farebox system. The manuals shall include detailed documentation for all equipment, systems, and software.

15. Installation

15.1 Contractor shall provide a detailed plan and schedule for the installation campaign to include the following at a minimum:

15.1.1 Overall installation approach and methodology.

15.1.2 Estimated installation schedule including contingency.

15.1.3 Number of fareboxes by location to be installed and commissioned each week.

15.1.4 Quantity of spare fareboxes needed to support the campaign and not impact revenue service.

15.1.5 Clearly identify roles and responsibilities of Contractor and OCTA.

15.1.6 Installation commissioning and test plan. OCTA may require modifications to the proposed plan to ensure proper functionality.

15.2 Contractor shall supply all labor, supervision, and materials required for installation of all farebox equipment and systems delivered.

15.2.1 Contractor shall describe expectations for facilities, personnel, access, and assistance to be provided by OCTA.

15.2.2 Contractor shall request access and approval to complete all installations from OCTA Project Manager.

15.2.3 For installation planning purposes, proposals shall be submitted with the assumption that installation activities will be required outside of normal business hours.

15.2.4 Contractor shall provide a complete installation solution and all required installation services including all labor, materials, parts, and connectors to deliver a fully operational system.

15.2.5 Contractor shall be responsible for all work and expenses relating to the design, manufacture, storage, staging, and delivery of the equipment at each location specified by OCTA.

15.2.6 Contractor shall provide suitable, off site secure storage facilities for all equipment prior to installation in OCTA facilities.

15.2.7 Installation sites shall be left clean and free from rubbish and debris. All material associated with site preparation, unpacking of shipping materials, and/or installation of new equipment related to this project shall be removed from the premises by Contractor and properly disposed.

15.2.8 Any damage to OCTA property or equipment due to acts of Contractor during installation shall be corrected at Contractor's expense.

15.2.9 Installation of the Farebox equipment shall be subject to California State Prevailing Wage and Davis Bacon wage rates. Contractor is responsible for ensuring compliance with the Prevailing Wage and Davis Bacon Requirements.

16. Warranty and Software Maintenance

16.1 Warranty

16.1.1 Contractor shall provide a two (2) year warranty that begins upon the granting of Final Acceptance by OCTA.

16.1.2 Contractor shall warrant that all equipment, components, computer systems, and software provided for the system, including those components warrantied by third-party suppliers, will be free from defects in operation, material, and workmanship under normal operating use.

16.1.3 The warranty shall cover the following at a minimum:

16.1.3.1 Repair or replacement of all equipment or systems required as a result of an identified hardware defect.

16.1.3.2 Software updates required to repair all identified software defects or bugs, and apply all necessary patches or security updates released by the Contractor or third-party software providers.

16.1.3.3 All labor associated with hardware and software testing and deployment, both in the lab and field environments, needed to support warranty activities.

16.1.3.4 All updates, fixes, and labor associated with latent defects. That is, defects that occur during the warranty period but may not exhibit symptoms until after the warranty period expires.

16.1.4 Contractor shall be responsible for all personnel, labor, tools, materials, replacement parts, shipping charges, and other costs associated with the activities throughout the warranty term.

16.1.5 Any equipment component repaired or replaced under terms of warranty will be warrantied for at least twelve (12) months, or the remaining duration of the original warranty, whichever is longer.

16.1.6 All costs for warranty shall be included as part of capital costs in the pricing sheets.

16.2 Software Maintenance

16.2.1 Contractor shall provide an initial five (5) year software maintenance term that begins upon the granting of Final Acceptance by OCTA. Contractor shall also provide pricing for a five (5) year option term, for a total of ten (10) possible years.

16.2.2 During the software maintenance term, Contractor shall be responsible for preventative and corrective software maintenance to support system operations while meeting the performance standards set forth in these specifications.

16.2.3 Software maintenance shall include at minimum:

- Software updates
- Device firmware updates
- Third-party device firmware updates
- Database software updates
- Operating system updates
- API maintenance and updates
- Antivirus updates
- Updates to remain PCI compliant
- License renewal
- All necessary patches or security updates
- All software testing and deployment, both in the lab and field environments
- QA/QC for fixes and updates

16.2.4 Software and firmware deployment shall be scheduled and planned with OCTA. Advance notification will be provided, and approval granted by OCTA, for all software maintenance activities requiring interruption of service or system operations.

16.2.5 Contractor shall provide phone number(s) and e-mail account(s) for the reporting of software defects or malfunctions, and system outages, twenty-four (24) hours a day, seven (7) days a week.

16.3 Equipment Maintenance

16.3.1 OCTA will be the primary performer of first level maintenance for all field equipment. However, Contractor shall support level 2 or “as needed” maintenance activities, and shall design the equipment to minimize maintenance labor, material costs, and fare collection system downtime.

16.3.2 All level 2 maintenance support after final acceptance shall be provided through on-call technical staff labor rates to be submitted as part of the pricing proposal. Rates shall be in effect for the entirety of the maintenance period and shall apply to any assistance requested by OCTA for equipment maintenance-related support after system acceptance. Tasks for which OCTA may require on-call assistance include, but are not limited to:

16.3.2.1 Extended hardware support

16.3.2.2 Troubleshooting system equipment

16.3.2.3 Testing and deployment of equipment enhancements

16.3.2.4 Equipment configuration testing support

16.3.3 Contractor shall be responsible for all equipment maintenance and support prior to final system acceptance. This period may serve as field training for OCTA staff who will be responsible for first level equipment maintenance upon system acceptance.

16.3.4 Equipment provided shall be designed to require minimal scheduled and unscheduled maintenance.

16.3.5 The interior of the system equipment shall be designed to allow easy and safe access. Adequate space shall be available to insert keys; grasp, lift, and turn internal components; and remove and replace components, connections, and consumables. Components requiring frequent adjustment or maintenance shall be conveniently located and designed to facilitate access and adjustment utilizing tool-free techniques wherever possible. The replacement of field devices or components will be quick and secure.

16.3.6 Contractor shall develop a maintenance plan outlining the processes and preventative maintenance procedures necessary to meet performance requirements. A draft of the maintenance plan will be submitted during design review and a final version will be provided a minimum of thirty (30) days prior to the start of the maintenance term. The maintenance plan will include at minimum:

16.3.6.1 Preventative Maintenance (PM) frequency for all components based upon time and transactions.

16.3.6.2 A list of all PM tasks to be performed, including a brief description of the work, and any parts, materials or other components required.

16.3.6.3 Time required to complete each defined PM task.

16.3.6.4 Which PM tasks require tools to complete, and which can be performed as “fingertip maintenance.”

16.3.7 Contractor shall provide detailed training courses (see Training section) for equipment maintenance and servicing that will provide hands-on training for all maintenance activities.

16.3.8 Contractor shall provide a detailed list of spare modules and parts to support the installed field equipment. This list shall be provided in the price sheets, and will include the following:

16.3.8.1 Spare Part Type: Standard components are anticipated for regularly scheduled preventative maintenance under normal use. Revenue components are used as part of regularly scheduled revenue servicing (bill vaults, coin vaults, etc.) that require a larger reserve of parts.

16.3.8.2 Part Name/Description: Part name, description, serial number, revision version, and other relevant information.

16.3.8.3 Unit Price: the unit price to procure and ship a new part.

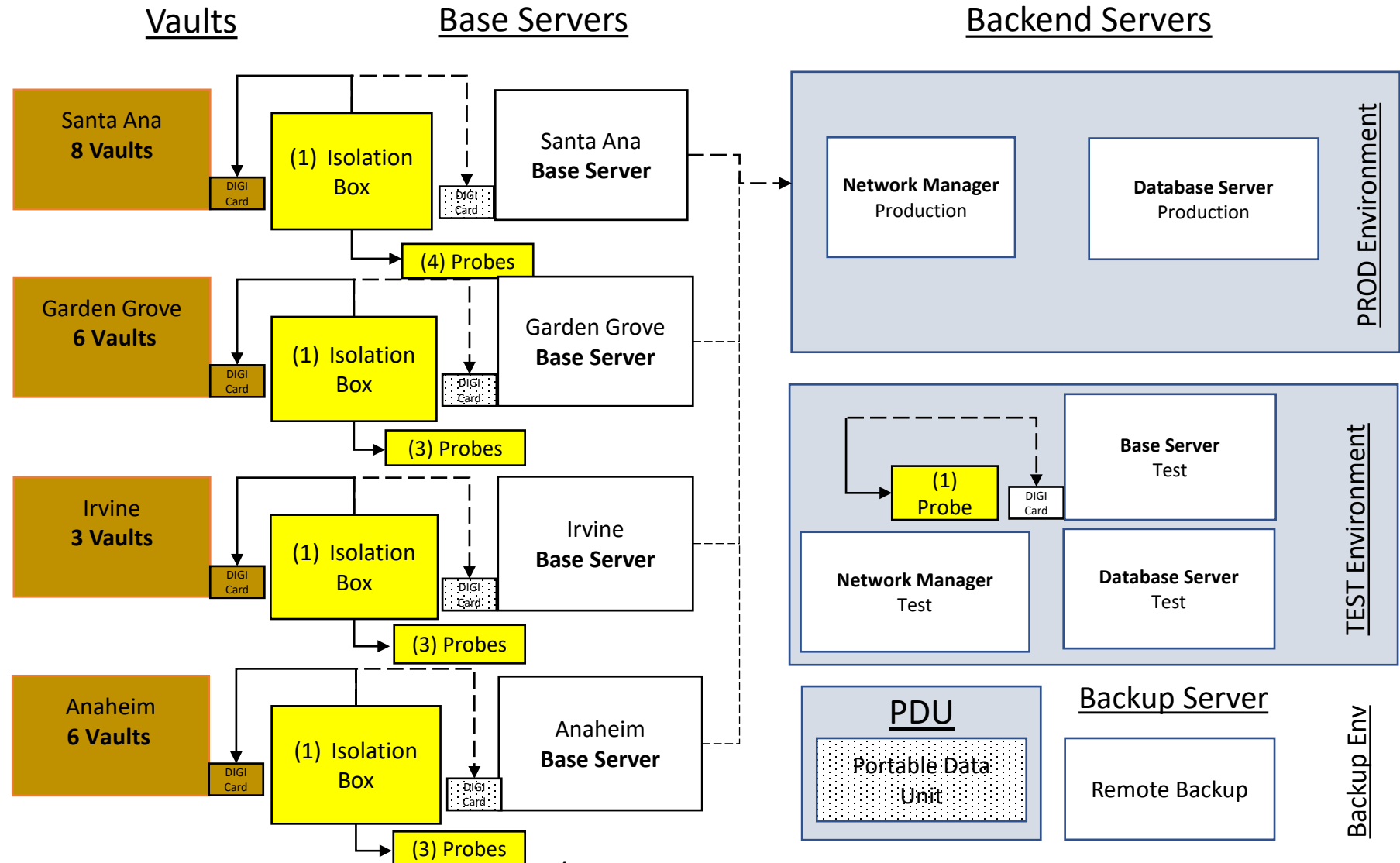
16.3.8.4 RMA Price: the unit price to repair and return a damaged part.

OCTA Farebox Vault Environment

Confidential Information – Do not distribute

592 Total Fareboxes 470 Active, 50 Contingency, 53 Spares, 15 ishuttle, 5 training, testing and programming.

Farebox quantities are from Q1 2024 and are subject to change and adjustment over time





ON-BOARD FARE SYSTEM

Odyssey® Validating Farebox

The Genfare Odyssey Validating Farebox integrates passenger fare payment and versatile fare media into a single, secure and reliable device.

EQUIPMENT HIGHLIGHTS

- Accepts a wide range of fare media for rider convenience
- Passenger display shows transaction status and remaining card value
- Issues electronic change through on board cash-to-card conversion
- Push button menu-driven operator control unit is backlit to show transaction status
- Meets ADA requirements
- Secure dualport cashbox with built-in electronic identification system
- Electronic locks and keys provide maximum security for authorized removal of cashboxes
- Automated tracking of individual cashboxes for revenue auditing
- Durable stainless steel construction

The Odyssey delivers reliability by providing a wide variety of traditional and electronic fare media options for passengers and transit agency operators. Odyssey integrates seamlessly with legacy Genfare equipment in addition to the new Fast Fare™ revolutionary farebox, allowing mixed fleets to ensure a smooth transition.

We are in the business of helping people use and manage public transportation systems. We have and will continue to deliver the technology leadership and product innovation you would expect from the company that helped create the industry.



RESPONDING TO RIDER AND AGENCY NEEDS

Why Odyssey?

- Passenger display shows transaction status and remaining card value
- Provides change through on board cash-to-card conversion
- Menu-driven operator control unit is backlit to show transaction status
- Push-button control for ease of operator use
- Meets ADA requirements

Data Collection

- ODBC capabilities with Sybase®, Microsoft® SQL or Oracle®
- Windows® platform based reporting
- Exportable data integration with transit authority systems
- Customizable query and data reports

Data Transfer

- Wireless probing for data download and list updates
- Take advantage of existing transit authority Wi-Fi infrastructure or have one provided
- Infrared probing restricts door opening and cashbox removal to areas under surveillance

Communication

- Pre-recorded audio messages
- Optional interface with ITS systems, allowing communication with sign, announcement, AVL and APC systems

Improved maintenance

- Fast interior access for on demand and preventative maintenance
- Utilizes modular plug-in subassemblies to ensure trouble-free operation and minimal down time

Fare Media Acceptance

Smart cards

- Smart cards available in various forms: tags, key chains, fobs, stickers, watches and more
- All smart cards are ISO 14443 compliant
- Accepts and issues thin Ultralight™ or Ultralight C™ thermal coated cards for short term usage

Magnetics

- Reads durable 30 mil cards for Period Pass and University ID programs
- Re-encodes and prints limited use 7 to 15 mil thermal coated cards

Cash

- Accepts, validates or returns unacceptable coins, tokens and bills
- Customizable for international coins, tokens and bills

GENFARE

**Intelligent Fare Management
for Tomorrow's Smart Cities**

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Elk Grove Village, IL 60007
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DUALPORT VAULT REVENUE COLLECTION EQUIPMENT



GFI DUALPORT vault equipment ensures the secure transfer of revenue from the cashbox to the counting room.

DUALPORT vaults use GFI's unique Dualport Cashbox Receiver, which securely maintains the separation of bills and coins. The money is deposited in separate storage chambers within the revenue collection bin.

Dualport vault equipment gives you the security and reliability required to maintain the integrity of revenues collected from your fare collection equipment.

DUALPORT Vaults are available in mobile and stationary models. A cashbox and bin ID system for electronic monitoring of vault and cashbox operations is also available.

GFI GENFARE is a leading supplier of revenue collection equipment to transit systems.



AN SPX DIVISION

The GFI DUALPORT Revenue Collection System consists of a cashbox receiver mounted on either a stationary vault unit or a mobile bin.

Both vaults feature an interlock system that protects collected revenues from theft by requiring a secure sequence of events and conditions.

With this sequence, the receiver module accepts the locked cashbox, and, when secure, mechanically opens the cashbox (inside the

receiver). It then empties the contents into a vault below within 15 seconds. It keeps coins separate from the bills in the vault and then closes and locks the cashbox - allowing it to be returned to the farebox.

GFI's revenue collection system is one part of a process that keeps collected money secure and untouched after the patron deposits it in the farebox until accounting/treasury personnel handle it in the counting room.

STATIONARY VAULT

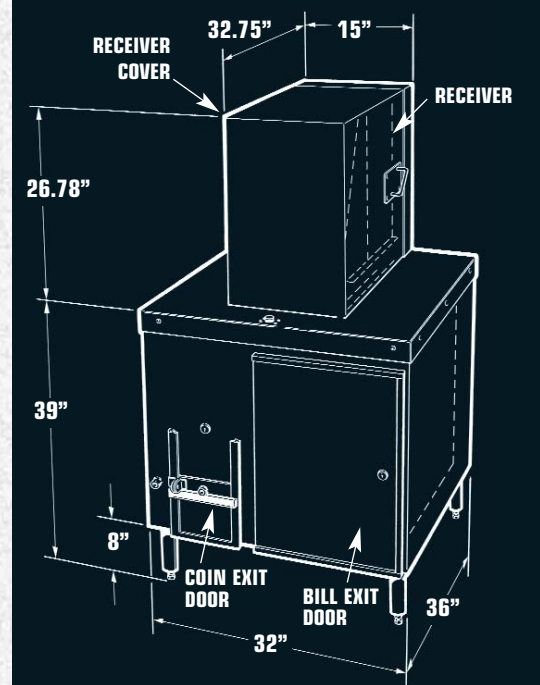


STATIONARY VAULT

The GFI Stationary Vault, usually installed in a secure counting room adjacent to bus service islands, provides a convenient and secure method of daily revenue transfer. It gives the transit agency the flexibility to securely transfer individual farebox revenue during regular bus servicing and then process consolidated revenue, from all buses, the following day in a secure counting room.

A through-wall installation allows access to the cashbox receiver from outside the counting room. After removal from the farebox, the cashbox is inserted into the receiver, where a highly secure mechanism opens the cashbox and transfers its contents into the vault's separate coin and bill compartments. Two large high-security revenue-discharge doors (one for coins and one for the bills) allow authorized personnel access only when they are inside the counting room.

STATIONARY VAULT DIMENSIONS



STATIONARY & MOBILE VAULT SPECIFICATIONS

Operations

Revenue Transfer

- ☐ Automatic revenue transfer process requires only 15 seconds
- ☐ Coin discharge process is by gravity feed/stainless steel bottom surface.
- ☐ All revenue access doors secured by high-security locking system
- ☐ 5-digit mechanical counter in receiver shows number of revenue transfer cycles.
- ☐ Receiver door indicators signify ready and operation in process.
- ☐ Mechanical interlocks sense properly seated and open mobile bin for secure revenue transfer. (Mobile Vault)

Installation

- ☐ Through-wall Stationary Vault is typically built into exterior wall of counting room. Receiver faces service lane; revenue discharge access doors face rear (opposite) side.
- ☐ Mobile Vault can be installed on a service island or in another convenient location



RECEIVER MODULE

Mechanical

Construction (Stationary & Mobile Vaults)

Material Carbon steel
Paint high visibility orange, polyurethane

Heavy duty
8" legs 4 fixed
Vault width less than 32" (passes through 36" door)



DUALPORT VAULT

REVENUE COLLECTION EQUIPMENT



GFI DUALPORT Revenue Collection Equipment is designed for security without compromise.

The vaults are constructed of heavy-duty steel and are reinforced so they can be safely moved by material-handling equipment even when they are filled to capacity.

The cashbox receivers are stainless steel with interlocks that operate only when a specific authorized sequence of events is followed. The cashbox is locked when placed in the receiver. The receiver unlocks the cashbox under controlled security. And the cashbox is automatically relocked when removed for return to the farebox or faregate. All money remains secure within the vault until it reaches your bank or counting room.

DUALPORT VAULT FEATURES:

- ☐ Heavy-duty construction
- ☐ Employs exclusive cashbox receiver for secure transfer of currency from fare collection equipment to vault
- ☐ Fully mechanical operation (no electricity required)
- ☐ Weather-, oil-, and diesel fuel-resistant
- ☐ Stand-alone structure, no additional supports or overhead enclosures required
- ☐ Optional security alarm hook-ups
- ☐ Cashbox ID
- ☐ Bin ID

Like all GFI equipment, the DUALPORT VAULT is engineered for maximum durability with minimum maintenance. Modular construction simplifies repair and permits easy, cost-efficient upgrading regardless of when the unit was purchased.

GFI GENFARE products are designed to perform as part of fully integrated systems and as stand-alone units.



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 E-mail: GFI.Sales@spx.com
 Website: www.gfigenfare.com

ISOProx® II Card

ISO-thin, imageable proximity access card • 1386



ACCESS reliability.

Application

The RF-programmable ISOProx® II proximity access card offers proximity technology and photo identification on a single access control card.

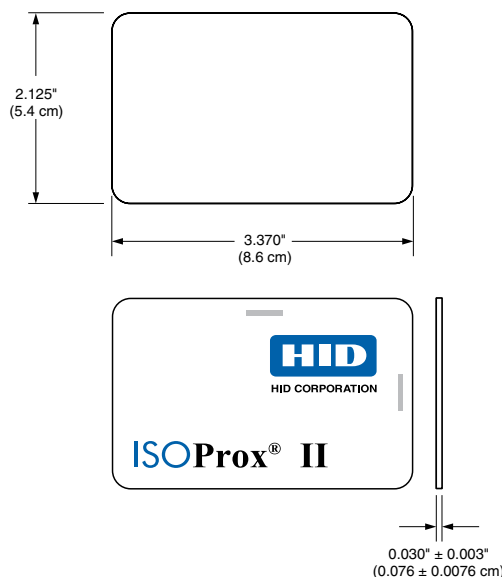
Features

- Offers universal compatibility with all HID proximity readers.
- Provides an external number for easy identification and control.
- Custom pre-printed artwork available.
- Supports formats up to 85 bits, with over 137 billion codes.
- Meets ISO standards for thickness; use with all direct image or thermal transfer printers.
- Accepts either a horizontal or vertical slot punch.
- Using HID's ProxProgrammer™, card vendors can ship graphics-quality proximity cards, custom programmed to their customers' requirements, from their own inventory. Enables smaller order quantities and overnight delivery. (Check with vendor for availability.)

Appendix B Features

Specifications

Proven, Reliable Technology	Offers extremely consistent read range. Unaffected by body shielding or variable environmental conditions, even when close to keys and coins.
Thin	Can be carried with credit cards in a wallet or purse. Use with a strap and clip as a photo ID badge.
Photo ID Compatible	Print directly to the card with a direct image or thermal transfer printer. Slot punch vertically or horizontally for easy use.
Cross-reference	A cross-reference list correlating the external card number and the programmed ID number is provided for easy system administration.
Security	Offers over 137 billion unique codes.
Long Life	Passive, no-battery design allows for an infinite number of reads.
Durability	Strong, flexible and resistant to cracking and breaking.
Custom Artwork	Custom multicolor graphics and text are available. Note: custom graphics may increase overall card thickness.
Warranty	Lifetime warranty against defects in materials and workmanship (see complete sales policy for details).



Typical Maximum* Read Range
 ProxPoint® Plus reader-up to 2.5" (6.25 cm)
 MiniProx® reader-up to 5" (12.5 cm)
 ThinLine II® reader-up to 5" (12.5 cm)
 ProxPro® reader-up to 7" (17.5 cm)
 ProxPro® II reader-up to 8" (20 cm)
 Prox80™-up to 5" (12.7 cm)
 MaxiProx® reader-up to 20" (50 cm)

*Dependent on local installation conditions.

Dimensions

2.125" x 3.370" x 0.030" ± 0.003" nominal
 (5.4 x 8.6 x 0.076 ± 0.0076 cm)

Card Construction

Thin, flexible polyvinyl chloride (PVC) laminate.

Operating Temperature

-50° to 160° F (-45° to 70° C)

Weight

0.24 oz. (6.8 g)

Part Number

Base Part No.: I386

Description

RF-programmable, 125 kHz, customer-specified ID numbers, locations marked for horizontal and vertical slot punch

Options

- External card numbering (inkjet or laser engraving)
- Slot punch (horizontal or vertical)
- Custom artwork (text or graphics)

(Please see "How to Order Guide" for a description of the options and associated part numbers.)

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MKT-ISOPROXII_DS_EN



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Appendix B



PHYSICAL ACCESS SOLUTIONS

**DUAL HIGH/LOW FREQUENCY SOLUTION FOR STREAMLINED MIGRATION**

- **Data confidentiality and strong authentication** – State-of-the-art cryptography provides mutual authentication and data encryption to protect communication.
- **Enhanced privacy** – Communicates no traceable identifiers during card sessions to prevent card data from being divulged or cloned by unauthorized parties.
- **Increased interoperability** – Standards-based solution supports future technologies, portability to smartphones and other media.
- **Technology-independent security** – Provides multi-layered security with support for multiple Secure Identity Objects™ (SIOs®) for protection of each application's identity.
- **Radio frequency proximity support** – Includes read/write identification using 125 kHz contactless technology for support in existing deployments.

FEATURES:

- Dual frequency smart card with 13.56 MHz and 125 KHz in the same card body
- Secure data storage with flexible data model using a firewall architecture
- Supports ISO/IEC standards: 7810, 7816, and contactless cards (14443 A)
- High communication speed: up to 848 kbps

HID Global's iCLASS® Seos™ + Prox smart card incorporates secure, standards-based technology to manage and authenticate identities. The card provides a next-generation access control solution with stronger authentication, privacy protection, and a secure processor for increased data protection.

Ideal for security-conscious organizations that need to support proximity technology, the iCLASS Seos + Prox card enables seamless migration to a future-proof, high-frequency solution. With 125 KHz contactless technology—which supports HID Prox®, Indala®, and EM Proximity—organizations can continue to support low-frequency applications, maximize the value of their investment, and migrate to Seos for higher security at their own pace.

iCLASS Seos+ Prox cards help enterprises and government organizations with identity management policies driven by regulatory compliance meet stringent

credential security requirements. As part of HID Global's iCLASS SE® platform, the cards deliver superior data integrity protection by leveraging the latest cryptographic algorithms and secure messaging protocols (to protect data transmission with off-card applications).

Delivering maximum interoperability, iCLASS Seos cards include a standards-based application offering a generic, universal card command interface that is portable to multiple platforms. The solution also supports an ISO/IEC 7816-4 command set and data model that defines the supported interfaces between an iCLASS Seos card and the physical access reader.

For optimum mobility, iCLASS Seos + Prox credentials are based on an open software application which is portable to a range of microprocessors and mobile devices, including near field communications (NFC) enabled device.

Appendix B

**ADDITIONAL PRODUCT FEATURES:**

- Large memory for demanding applications.
- High performance microprocessor.
- Mutual authentication protocol with either AES128/DES3 based on diversified session key to protect each card session.
- Leverages Secure Identity Objects™ (SIO®) data model and security: Programmable with one or several SIOs for each application.
- High resistance to common attacks—man in the middle, replay attacks and others.
- Support other technologies, including Prox for simple migration.

INTEROPERABILITY

- Interoperable with iCLASS SE® Readers that can process SIO-enabled data formats.
- Standards-based solution maximizes interoperability with third-party applications, including PACS readers.

OPTIONS

- Card customization, including magnetic stripe, custom artwork, text, or graphics: requires minimum quantity.
- Available with anti-counterfeiting features such as holograms, holographic foil, and Optical Variable Ink (OVI).

SPECIFICATIONS

Base Part Number	510 for standard card; 511 for embeddable card
Operating Frequency	13.56 MHz with ISO/IEC 14443 Type A as well as 125 KHz
Maximum Read Range	3-4", depending on reader, for Seos; 2.5-8" for proximity
Dimensions	2.127" x 3.375" x 0.033" max (5.40 x 8.57 x 0.084 cm)
Construction	Composite with 60% PET/40% PVC
Operating Temperature	-40° to 158° F (-40° to 70° C)
Weight	0.20 oz. (5.5g)
Seos Memory Size	Flexible memory allocation: 16K available space
Seos Privacy Mode	Privacy-preserving mode with encryption of device identifiers
Seos Secure Messaging	EN 14890-1 using AES or DES3
Seos Mutual Authentication Mechanism	Based on ISO/IEC 24727-3 2008 with NIST SP800-56A (for session key derivation)
Seos Write Endurance	Min 500,000 cycles
Seos Data Retention	Min 20 years
HID Proximity	Yes, support for HID Prox, Indala, EM Proximity
Contact Smart Chip Embeddable	Yes
Printable	Yes, white/white card. Usable with direct imaging and thermal transfer printers from HID and other suppliers. Exclusion areas may apply.
Slot Punch	Not available
Secure Identity Services	Customized cards available through HID Identity on Demand
Visual Security Options	Hologram, anti-counterfeiting, holographic foil
Additional Security Options	Corporate 1000, Secure Identity Object (SIO) programming with SE-Elite
Warranty	Lifetime, see complete warranty policy for details

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Appendix C

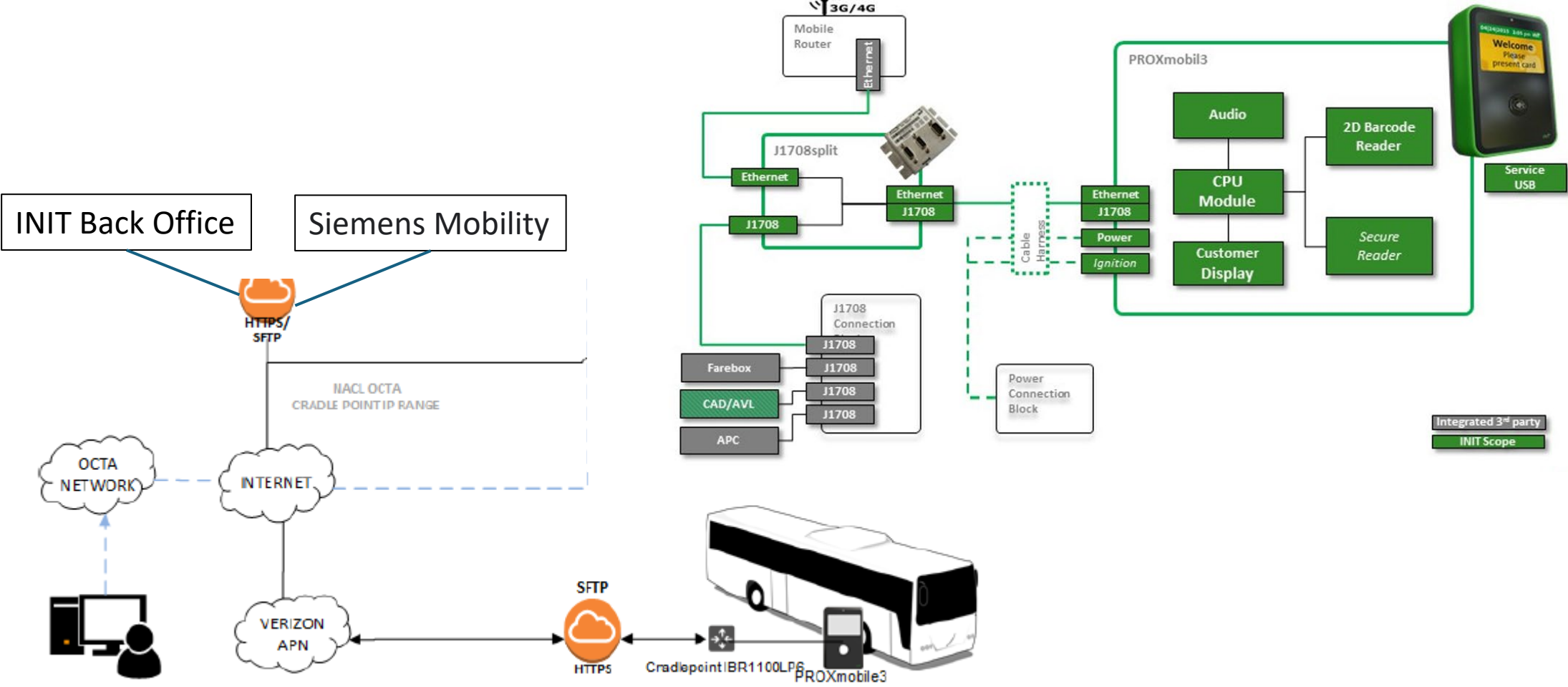


EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 4-2110

Offerors shall complete the Excel File entitled **OCTA Farebox PriceSheet.xlsm**. Offerors shall only enter pricing as directed by the Price Summary Sheet instructions below; Offerors shall make no other changes to the Price Summary Sheet form.

Offerors shall only edit shaded cells. “LS” means lump sum and “EA” means each.

For any line item requiring explanation or additional information, enter a number into the “Table 5 Note Number” column for the line item corresponding to the Note Number in Table 5 – Notes tab where the explanation/information shall be provided.

The Price Sheet file is comprised of the following tabs:

SUMMARY

Provides a summary of all proposed costs. All cost figures are auto-calculated based on entries in the remaining tabs. Offerors shall not edit this tab.

TABLE 1 - CAPITAL

Include all capital costs from Notice to Proceed (NTP) through Final Acceptance for all items listed in the tab. Project Management, Software Development, Training and Testing costs should be included as Lump Sum (LS) amounts. Device costs will automatically populate from the “As needed equipment” values in Table 4.

The equipment and installation quantities are for scoring purposes only. Final quantities may be adjusted prior to final award, and will follow the As Needed pricing in Table 4.

TABLE 1B - VAULTING

Include all hardware and installation costs for all vaulting/revenue infrastructure equipment described in section 10 of the Scope of Work. See Appendix A for information on the current vaulting infrastructure and price a similar system at each garage. Any notes/assumptions may be included as a note in Table 5.

TABLE 1C – SPARE PARTS

Per requirement 16.3.8 of the Scope of Work, provide pricing for recommended spare parts required for standard revenue service. Any assumptions for quantities may be explained in Table 5. Spare parts will not be part of the total cost score, but will be binding for future spare parts requisitions.

TABLE 2 - O&M

Operations and Maintenance (O&M) costs for the ten (10)-year operations and maintenance period – five (5)-year base term and five (5)-year option term. Separate annual pricing for software maintenance and hosting will be provided.

TABLE 3 – ON CALL RATES

Per requirement 16.3.2 of the Scope of Work, provide on call technical staff labor rates for level 2 maintenance support or other as-needed tasks. Fill out rates for the pre-listed labor categories, or add up to 3 additional labor categories. Clarify any assumptions as part of Table 5.

TABLE 4 – AS-NEEDED EQUIPMENT

Provide pricing for the hardware types described in the scope of work. Each option should be priced in the respective tiered quantity. Prices in this table will automatically populate into the Table 1 Capital values.

TABLE 5 - NOTES

For any line items in all tabs that require additional clarification, description, or explanation, annotate the line item with a note number and enter the information on this tab.

PRICE SUMMARY SHEET**REQUEST FOR PROPOSALS (RFP) 4-2110**

*****Offerors are to fill out this form in addition to the Excel file entitled
OCTA Farebox PriceSheet.xlsm.*****

-
1. I acknowledge receipt of RFP 4-2110 and Addenda No.(s) _____
2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

RFP 4-2110: Replacement of Fareboxes and Related Fare Collection Equipment

SUMMARY

NOTE: DO NOT ENTER PRICING HERE. ENTER PRICING IN TABLES 1 - 4, AND NOTES ON TABLE 5

--

<i>See Instructions in Exhibit B of the RFP. Proposers shall only edit shaded cells.</i>	
OC Streetcar TVM Pricing Proposal	
Section	Amount
CAPITAL COSTS	
Price Sheet Section 1.0 Program and Contract Management	\$ -
Price Sheet Section 2.0 System Software and Design	\$ -
Price Sheet Section 3.0 Equipment	\$ -
Price Sheet Section 4.0 Training & Testing	\$ -
Price Sheet Section 5.0 Installation	\$ -
<i>Capital Costs Subtotal</i>	\$ -
OPERATIONS AND MAINTENANCE COSTS	
Price Sheet Section 8.0 Hosting	\$ -
Price Sheet Section 9.0 Software Maintenance	\$ -
<i>Operations and Maintenance Subtotal</i>	\$ -
TOTAL PROPOSAL PRICE	\$ -

RFP 4-2110: Replacement of Fareboxes and Related Fare Collection Equipment
TABLE 1 - CAPITAL COSTS

Offeror Name:						
<i>See Instructions in Section II of the RFP. Proposers shall only edit shaded cells.</i>						
OCTA Farebox Pricing Proposal						
Price Sheet Item #	Description	Unit	Estimated Quantity	Unit Price	Amount	Table 5 Note Number
Section 1.0 Program and Contract Management						
1.01	Project Management (NTP to Final Acceptance)	LS	1		\$ -	
SUBTOTAL PROGRAM AND CONTRACT MANAGEMENT					\$ -	
Section 2.0 System Software and Design						
2.01	Farebox Software	LS	1		\$ -	
2.02	Driver Control Unit (DCU) Software	LS	1		\$ -	
2.03	Application Programming Interfaces (Open Architecture)	LS	1		\$ -	
2.04	Back Office Software	LS	1		\$ -	
2.05	Vaulting Equipment Software	LS	1		\$ -	
2.06	Portable Data Unit (PDU) Software	LS	1		\$ -	
SUBTOTAL SYSTEM SOFTWARE AND DESIGN					\$ -	
Section 3.0 Equipment						
3.01	Farebox	EA	592	\$ -	\$ -	
3.02	Driver Control Unit (DCU)	EA	592	\$ -	\$ -	
3.03	Portable Data Probe (PDP)	EA	4	\$ -	\$ -	
3.04	Vaulting Equipment and Installation (From Table 1B)	LS	1	\$ -	\$ -	
3.05	Spare Parts/Modules (From Table 1C)	LS	1	\$ -	\$ -	
SUBTOTAL EQUIPMENT AND SPARES					\$ -	
Section 4.0 Training & Testing						
4.01	Training and Manuals	LS	1		\$ -	
4.02	Factory Testing	LS	1		\$ -	
4.03	Integration Testing	LS	1		\$ -	
4.04	Acceptance Testing	LS	1		\$ -	
SUBTOTAL TRAINING & TESTING					\$ -	
Section 5.0 Installation						
5.01	Back Office Configuration and Installation	LS	1		\$ -	
5.02	Farebox and DCU Installation	EA	440	\$ -	\$ -	
SUBTOTAL INSTALLATION					\$ -	
CAPITAL COSTS SUBTOTAL					\$ -	

RFP 4-2110: Replacement of Fareboxes and Related Fare Collection Equipment
TABLE 1B - VAULTING EQUIPMENT

Offeror Name:								
See Instructions in Section II of the RFP. Proposers shall only edit shaded cells.								
OCTA Farebox Pricing Proposal								
Price Sheet Item #	Part Name	Part Description	Quantity	Unit	Unit Price	Installation Price	Total	Table 5 Note Number
Section 6.0 Vaulting Equipment								
6.01				EA			\$ -	
6.02				EA			\$ -	
6.03				EA			\$ -	
6.04				EA			\$ -	
6.05				EA			\$ -	
6.06				EA			\$ -	
6.07				EA			\$ -	
6.08				EA			\$ -	
6.09				EA			\$ -	
6.10				EA			\$ -	
6.11				EA			\$ -	
6.12				EA			\$ -	
6.13				EA			\$ -	
6.14				EA			\$ -	
6.15				EA			\$ -	
6.16				EA			\$ -	
6.17				EA			\$ -	
6.18				EA			\$ -	
6.19				EA			\$ -	
6.20				EA			\$ -	
6.21				EA			\$ -	
6.22				EA			\$ -	
6.23				EA			\$ -	
6.24				EA			\$ -	
6.25				EA			\$ -	
SUBTOTAL VAULTING EQUIPMENT							\$ -	

RFP 4-2110: Replacement of Fareboxes and Related Fare Collection Equipment
TABLE 1C - SPARE PARTS

Offeror Name:								
See Instructions in Section II of the RFP. Proposers shall only edit shaded cells.								
OCTA Farebox Pricing Proposal								
Price Sheet	Part Name	Part Description	Quantity	Unit	Unit Price	RMA Price	Total	Table 5 Note
Section 7.0 Spare Parts								
7.01				EA			\$ -	
7.02				EA			\$ -	
7.03				EA			\$ -	
7.04				EA			\$ -	
7.05				EA			\$ -	
7.06				EA			\$ -	
7.07				EA			\$ -	
7.08				EA			\$ -	
7.09				EA			\$ -	
7.10				EA			\$ -	
7.11				EA			\$ -	
7.12				EA			\$ -	
7.13				EA			\$ -	
7.14				EA			\$ -	
7.15				EA			\$ -	
7.16				EA			\$ -	
7.17				EA			\$ -	
7.18				EA			\$ -	
7.19				EA			\$ -	
7.20				EA			\$ -	
7.21				EA			\$ -	
7.22				EA			\$ -	
7.23				EA			\$ -	
7.24				EA			\$ -	
7.25				EA			\$ -	
7.26				EA			\$ -	
7.27				EA			\$ -	
7.28				EA			\$ -	
7.29				EA			\$ -	
7.30				EA			\$ -	
SUBTOTAL SPARE PARTS							\$ -	

RFP 4-2110: Replacement of Fareboxes and Related Fare Collection Equipment

TABLE 2 - ANNUAL OPERATIONS & MAINTENANCE

Offeror Name:						
<i>See Instructions in Section II of the RFP. Proposers shall only edit shaded cells.</i>						
OCTA Farebox Pricing Proposal						
Price Sheet Item #	Description	Unit	Estimated Quantity	Unit Price	Amount	Table 5 Note Number
Section 8.0 Hosting						
Initial Five (5) Year Term						
8.01	Annual - Year 1	LS	1		\$ -	
8.02	Annual - Year 2	LS	1		\$ -	
8.03	Annual - Year 3	LS	1		\$ -	
8.04	Annual - Year 4	LS	1		\$ -	
8.05	Annual - Year 5	LS	1		\$ -	
Subtotal - Initial 5 Year Term					\$ -	
Five (5) Year Option						
8.06	Option - Year 1 (Year 6)	LS	1		\$ -	
8.07	Option - Year 2 (Year 7)	LS	1		\$ -	
8.08	Option - Year 3 (Year 8)	LS	1		\$ -	
8.09	Option - Year 4 (Year 9)	LS	1		\$ -	
8.10	Option - Year 5 (Year 10)	LS	1		\$ -	
Subtotal - 5 Year Option					\$ -	
SUBTOTAL HOSTING					\$ -	
Section 9.0 Software Maintenance						
Initial Five (5) Year Term						
9.01	Annual - Year 1	LS	1		\$ -	
9.02	Annual - Year 2	LS	1		\$ -	
9.03	Annual - Year 3	LS	1		\$ -	
9.04	Annual - Year 4	LS	1		\$ -	
9.05	Annual - Year 5	LS	1		\$ -	
Subtotal - Initial 5 Year Term					\$ -	
Five (5) Year Option						

RFP 4-2110: Replacement of Fareboxes and Related Fare Collection Equipment

TABLE 2 - ANNUAL OPERATIONS & MAINTENANCE

Offeror Name:						
<i>See Instructions in Section II of the RFP. Proposers shall only edit shaded cells.</i>						
OCTA Farebox Pricing Proposal						
Price Sheet Item #	Description	Unit	Estimated Quantity	Unit Price	Amount	Table 5 Note Number
9.06	Option - Year 1 (Year 6)	LS	1		\$ -	
9.07	Option - Year 2 (Year 7)	LS	1		\$ -	
9.08	Option - Year 3 (Year 8)	LS	1		\$ -	
9.09	Option - Year 4 (Year 9)	LS	1		\$ -	
9.10	Option - Year 5 (Year 10)	LS	1		\$ -	
<i>Subtotal - 5 Year Option</i>					\$ -	
SUBTOTAL SOFTWARE MAINTENANCE					\$ -	
HOSTING & SOFTWARE MAINTENANCE TOTAL					\$ -	

RFP 4-2110: Replacement of Fareboxes and Related Fare Collection Equipment

TABLE 3 - ON CALL SUPPORT

Offeror Name:												
See Instructions in Section II of the RFP. Proposers shall only edit shaded cells.												
OCTA Farebox Pricing Proposal												
Price Sheet Item #	Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Table 5 Note Number
Section 11.0	On Call Support	Loaded	Loaded	Loaded	Loaded	Loaded	Loaded	Loaded	Loaded	Loaded	Loaded	
11.01	Project Manager											
11.02	Engineer											
11.03	Junior Engineer											
11.04	Technician											
11.05	Junior Technician											
11.06	Operations Manager											
11.07	Trainer											

RFP 4-2110: Replacement of Fareboxes and Related Fare Collection Equipment

TABLE 4 - AS NEEDED EQUIPMENT

Offeror Name:							
<i>See Instructions in Section II of the RFP. Proposers shall only edit shaded cells.</i>							
OCTA Farebox Pricing Proposal							
Price Sheet Item #	Description	Unit	Unit Price	Annual Escalation %	Installation & Testing Price	Annual Escalation %	Table 5 Note Number
Section 12.0 As Needed Fareboxes							
12.01	Farebox, 1-10 quantity	EA					
12.02	Farebox, 11-50 quantity	EA					
12.03	Farebox, 51-100 quantity	EA					
12.04	Farebox, 101-250 quantity	EA					
12.05	Farebox, 251-500 quantity	EA					
12.06	Farebox, 501-750 quantity	EA					
12.07	Farebox, 750+ quantity	EA					
Section 13.0 As Needed Driver Control Units (DCU)							
13.01	DCU, 1-10 quantity	EA					
13.02	DCU, 11-50 quantity	EA					
13.03	DCU, 51-100 quantity	EA					
13.04	DCU, 101-250 quantity	EA					
13.05	DCU, 251-500 quantity	EA					
13.06	DCU, 501-750 quantity	EA					
13.07	DCU, 750+ quantity	EA					
Section 14.0 As Needed Portable Data Probe (PDP)							
14.01	Portable Data Probe (PDP)	EA					
Section 15.0 As Needed Farebox Storage							
15.01	Farebox storage per month, 1-50 quantity	EA					
15.02	Farebox storage per month, 51-100 quantity	EA					
15.03	Farebox storage per month, 101-250 quantity	EA					
15.03	Farebox storage per month, 250+ quantity	EA					

RFP 4-2110: Replacement of Fareboxes and Related Fare Collection Equipment
TABLE 5 - NOTES

Offeror Name:		
See Instructions in Section II of the RFP. Proposers shall only edit shaded cells.		
OCTA Farebox Pricing Proposal		
Note Number	Spec Section Reference	Clarification/Description/Explanation
1		
2		
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EXHIBIT C: PROPOSED AGREEMENT

PROPOSED AGREEMENT NO. C-4-2110**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 "CONTRACTOR").

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONTRACTOR to provide develop and implement replacement fareboxes and related fare collection equipment for AUTHORITY's fixed-route bus system; and

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

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

WHEREAS, CONTRACTOR wishes to perform these services.

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's

EXHIBIT C

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

Names**Functions**

C. No person named in paragraph B of this Article, or his/her successor approved by AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the services of any key person become no longer available to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as

EXHIBIT C

possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless CONTRACTOR is not provided with such notice by the departing employee. AUTHORITY shall respond to CONTRACTOR within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

ARTICLE 4. TERM OF AGREEMENT

A. This Agreement shall commence upon written Notice to Proceed, and shall continue in full force and effect through _____ (Initial Term), unless earlier terminated or extended as provided in this Agreement.

B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for an additional five (5) years commencing _____ and continuing through _____ (Option Term), and thereupon require CONTRACTOR to continue to provide services, and otherwise perform, in accordance with Exhibit A and at the amounts or rates set forth in Article 5, "Payment."

C. AUTHORITY's election to extend this Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for AUTHORITY's convenience or CONTRACTOR's default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extending from commencement through _____ which period encompasses the Initial Term and Option Term.

ARTICLE 5. PAYMENT

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provisions set forth in Article 6, AUTHORITY shall pay CONTRACTOR on a firm-fixed price basis in accordance with the following provisions.

B. Exhibit B, entitled "Price Summary Sheet," shall establish the firm-fixed payment to CONTRACTOR by AUTHORITY for each work task set forth in the Scope of Work. The schedule shall not include any CONTRACTOR expenses not approved by AUTHORITY including but not limited to reimbursement for local meals.

C. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding

EXHIBIT C

1 to the work actually completed by CONTRACTOR. Percentage of work completed shall be documented
2 in a monthly progress report prepared by CONTRACTOR, which shall accompany each invoice submitted
3 by CONTRACTOR. CONTRACTOR shall also furnish such other information as may be requested by
4 AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to
5 make full payment for any task listed in paragraph B of this Article until such time as CONTRACTOR has
6 documented to AUTHORITY's satisfaction, that CONTRACTOR has fully completed all work required
7 under the task. AUTHORITY's payment in full for any task completed shall not constitute AUTHORITY's
8 final acceptance of CONTRACTOR's work under such task; final acceptance shall occur only when
9 AUTHORITY's release of the retention described in paragraph D.

10 D. As partial security against CONTRACTOR's failure to satisfactorily fulfill all of its obligations
11 under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice
12 submitted for payment by CONTRACTOR. All retained funds shall be released by AUTHORITY and
13 shall be paid to CONTRACTOR within sixty (60) calendar days of payment of final invoice, unless
14 AUTHORITY elects to audit CONTRACTOR's records in accordance with Article 16 of this Agreement.
15 If AUTHORITY elects to audit, retained funds shall be paid to CONTRACTOR within thirty (30) calendar
16 days of completion of such audit in an amount reflecting any adjustment required by such audit. During
17 the term of the Agreement, at its sole discretion, AUTHORITY reserves the right to release all or a portion
18 of the retained amount based on CONTRACTOR's satisfactory completion of certain milestones.
19 CONTRACTOR shall invoice AUTHORITY for the release of the retention in accordance with Article 5.

20 E. Invoices shall be submitted by CONTRACTOR on a monthly basis and shall be submitted in
21 duplicate to AUTHORITY's Accounts Payable office. CONTRACTOR may also submit invoices
22 electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net. Each invoice
23 shall be accompanied by the monthly progress report specified in paragraph C of this Article.
24 AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each
25 invoice. Each invoice shall include the following information:

- 26 1. Agreement No. C-4-2110;

2. Specify the task number for which payment is being requested;
3. The time period covered by the invoice;
4. Total monthly invoice (including project-to-date cumulative invoice amount); and retention;
5. Monthly Progress Report;
6. Certification signed by the CONTRACTOR 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 CONTRACTOR intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.
7. 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 CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for CONTRACTOR's profit) shall be _____Dollars (\$_____.00) which shall include all amounts payable to CONTRACTOR 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 CONTRACTOR:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Iris Deneau

Title:

Title: Senior Contract Administrator

Phone:

Phone: (714) 560 - 5786

Email:

Email: ideneau@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

A. CONTRACTOR's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONTRACTOR's personnel performing services under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of AUTHORITY. CONTRACTOR 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 CONTRACTOR'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, CONTRACTOR shall defend and indemnify AUTHORITY in relation to any allegations made.

ARTICLE 9. INSURANCE

A. CONTRACTOR 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. CONTRACTOR shall provide the following insurance coverage:

1. Commercial General Liability, to include Products/Completed Operations,

EXHIBIT C

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

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

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

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

10 5. Professional Liability with minimum limits of \$1,000,000 only if the CONTRACTOR
11 is required by contract or law to be licensed or specially certified and AUTHORITY is relying on
12 performance based on that specialty license or certification.

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

21 C. CONTRACTOR shall include on the face of the certificate of insurance the
22 Agreement No. C-4-2110 and, the Senior Contract Administrator's Name, Iris Deneau.

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

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

3 **ARTICLE 10. ORDER OF PRECEDENCE**

4 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
5 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 4-2110;
6 (3) CONTRACTOR's proposal dated _____; (4) all other documents, if any, cited herein or
7 incorporated by reference.

8 **ARTICLE 11. CHANGES**

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

17 **ARTICLE 12. DISPUTES**

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

24 B. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with
25 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
26 CAMM. Nothing in this Agreement, however, shall be construed as making final the decision of any

1 AUTHORITY official or representative on a question of law, which questions shall be settled in
2 accordance with the laws of the State of California.

3 **ARTICLE 13. TERMINATION**

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

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

19 **ARTICLE 14. INDEMNIFICATION**

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

26 /

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

B. AUTHORITY hereby consents to CONTRACTOR's subcontracting portions of the Scope of Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in the subcontract agreement the stipulation that CONTRACTOR, 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 CONTRACTOR.

<u>Subcontractor Name/Addresses</u>	<u>Subcontractor Amounts</u>
	\$.00
	\$.00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR shall provide AUTHORITY, or other agents of AUTHORITY, such access to CONTRACTOR's accounting books, records, payroll documents and facilities, as AUTHORITY deems necessary. CONTRACTOR 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 CONTRACTOR'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. CONTRACTOR shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

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ARTICLE 17. CONFLICT OF INTEREST

A. CONTRACTOR agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, CONTRACTOR is unable, or potentially unable to render impartial assistance or advice to AUTHORITY; CONTRACTOR's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or CONTRACTOR has an unfair competitive advantage. CONTRACTOR is obligated to fully disclose to AUTHORITY in writing Conflict of Interest issues as soon as they are known to CONTRACTOR. 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.

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

ARTICLE 18. CODE OF CONDUCT

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

ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES

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

ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS

CONTRACTOR warrants that in the performance of this Agreement, it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and

1 regulations promulgated thereunder.

2 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

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

10 **ARTICLE 22. PROHIBITED INTERESTS**

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

14 **ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

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

1 not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project
2 in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the
3 express written consent of AUTHORITY.

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

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

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

22 B. CONTRACTOR shall have sole control of the defense of any such claim or suit and all
23 negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify AUTHORITY
24 under any settlement made without CONTRACTOR's consent or in the event AUTHORITY fails to
25 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at
26 CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim,

1 CONTRACTOR, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell
2 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and
3 copyright indemnity thereto.

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

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

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

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

21 CONTRACTOR shall comply with all the requirements set forth in Exhibit __, Level 1 Safety
22 Specifications.

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

24 CONTRACTOR shall not make, participate in making, or use its position to influence any
25 governmental decisions as defined by the Political Reform Act, Government Code section 8100 et seq.,
26 and the implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq.

EXHIBIT C

CONTRACTOR's personnel performing services under this Agreement shall not authorize or direct any actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or enter into any contractual agreement on behalf of AUTHORITY. In addition, CONTRACTOR's personnel shall not provide information, an opinion, or a recommendation for the purpose of affecting a decision without significant intervening substantive review by AUTHORITY personnel, counsel, and management.

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.

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ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

Darrell E. Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By: _____

James M. Donich
General Counsel

APPROVED BY:

By: _____

Andrew Oftelie
Chief Financial Officer, Finance and Administration

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 CONTRIBUTIONS 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
Donald Wagner, Director

EXHIBIT F: SAFETY SPECIFICATIONS

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:
